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MSRB**FORM G-36(OS) - FOR OFFICIAL STATEMENTS****MATERIALS SUBMITTED**

A. THIS FORM IS SUBMITTED IN CONNECTION WITH (check one):

1 ☒ A FINAL OFFICIAL STATEMENT RELATING TO A PRIMARY OFFERING OF MUNICIPAL SECURITIES (enclose two (2) copies)

(a) DATE RECEIVED FROM ISSUER: 03/30/2009

(b) DATE SENT TO MSRB: 03/30/2009

2 AN AMENDED OFFICIAL STATEMENT WITHIN THE MEANING OF RULE G-36(d) (enclose two (2) copies)

(a) DATE RECEIVED FROM ISSUER:

(b) DATE SENT TO MSRB:

B. IF MATERIALS SUBMITTED WITH THIS FORM CONSIST OF MORE THAN ONE DOCUMENT (e.g., preliminary official statement and wrap, even if physically attached), PLEASE CHECK HERE:

C. IF THIS FORM AMENDS PREVIOUSLY SUBMITTED FORM WITHOUT CHANGING MATERIALS SUBMITTED, PLEASE CHECK HERE (include copy of original Form G-36(OS)):

IF THIS SUBMISSION IS FOR COMMERCIAL PAPER, PLEASE CHECK HERE:

IF THIS SUBMISSION IS FOR MUNICIPAL FUND SECURITIES, PLEASE CHECK HERE:

IDENTIFICATION OF ISSUES

Each issue must be listed separately.

NAME OF
ISSUER:

ESCAMBIA COUNTY, FL (GULF COAST COMPANY PROJ) STATE: FL

ISSUE

DESCRIPTION:

SOLID WASTE DISPOSAL REV BOND SECOND SERIES

DATED
DATE:

03/31/2009

CUSIP Information

MSRB rule G-34 requires that CUSIP numbers be assigned to each new issue of municipal securities unless the issue is ineligible for CUSIP number assignment under the eligibility criteria of the CUSIP Service Bureau.

A. CUSIP-9 NUMBERS OF ISSUE

Maturity Date

CUSIP Number

Maturity Date

CUSIP Number

Maturity Date

CUSIP Number

04/01/2039

296463BB3

B. IF ANY OF THE ABOVE SECURITIES HAS A "CUSIP-6" BUT NO "CUSIP-9", CHECK HERE AND LIST THEM BELOW:
(Please see instructions in Form G-36 Manual)

LIST ALL CUSIP-6 NUMBERS ASSIGNED:

State the reason why such securities have not been assigned a 'CUSIP-9':

C. IF ANY OF THESE SECURITIES IS INELIGIBLE FOR CUSIP NUMBER ASSIGNMENT, PLEASE CHECK HERE:

State the reason why such securities are ineligible for CUSIP number assignment:

TRANSACTION INFORMATION

A. LATEST FINAL MATURITY DATE OF ALL SECURITIES IN OFFERING:

04/01/2039

B. DATE OF FINAL AGREEMENT TO PURCHASE, OFFER OR SELL SECURITIES (Date of Sale):

03/31/2009

C. ACTUAL OR EXPECTED DATE OF DELIVERY OF SECURITIES TO UNDERWRITER(S) (Bond Closing):

03/31/2009

- D. IF THESE SECURITIES ADVANCE REFUND ALL OR A PORTION OF ANOTHER ISSUE, PLEASE CHECK HERE:
Form G-36(ARD) and copies of the advance refunding documents must be submitted for each issue advance refund.

UNDERWRITING ASSESSMENT INFORMATION

This information will be used by the MSRB to compute any rule A-13 underwriting assessment that may be due on this offering. The managing underwriter will be sent an invoice if a rule A-13 assessment is due on the offering.

- A Managing Underwriter: **GOLDMAN SACHS & CO** SEC Reg Number: **800129**
- B TOTAL PAR VALUE OF ALL SECURITIES IN OFFERING: \$ 65,400,000.00
- C PAR AMOUNT OF SECURITIES UNDERWRITTEN (if different from amount shown in item B above): \$ 65,400,000.00
- D CHECK ALL THAT APPLY:
1. ☒ At the option of the holder thereof, all securities in this offering may be tendered to the issuer of such securities or its designated agent for redemption or purchase at par value or more at least as frequently as every nine months until maturity, earlier redemption, or purchase by the issuer or its designated agent.
 2. ☒ At the option of the holder thereof, all securities in this offering may be tendered to the issuer of such securities or its designated agent for redemption or purchase at par value or more at least as frequently as every two years until maturity, earlier redemption, or purchase by the issuer or its designated agent.
 3. ☒ This offering is exempt from SEC Rule 15c2-12 under section (d)(1)(i) of that rule. Section (d)(1)(i) of SEC Rule 15c2-12 states that an offering is exempt from the requirements of the rule if the securities offered have authorized denominations of \$100,000 or more and are sold to no more than 35 persons each of whom the participating underwriter believes: (1) has the knowledge and expertise necessary to evaluate the merits and risks of the investment; and (2) is not purchasing for more than one account, or with a view toward distributing the securities.

MANAGING UNDERWRITER'S CERTIFICATION AND SIGNATURE

THE SUBMITTER BELOW CERTIFIES THAT THE MATERIALS ACCOMPANYING THIS FORM ARE AS DESCRIBED ABOVE AND THAT ALL OTHER INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. THE SUBMITTER ACKNOWLEDGES THAT SAID MATERIALS WILL BE PUBLICLY DISSEMINATED.

ON BEHALF OF THE MANAGING UNDERWRITER IDENTIFIED ABOVE.

SIGNED: SUBMITTED ELECTRONICALLY

M. S. R. B.

MAR 30 2009

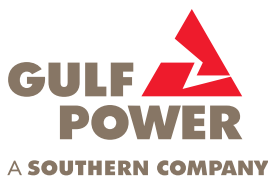
RECEIVED

In the opinion of Balch & Bingham LLP, as Bond Counsel, assuming the accuracy of certain representations and certifications and compliance with certain tax covenants, interest on the Bonds is not includable in gross income for federal income tax purposes under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, except for interest on any such Bond for any period during which such Bond is held by a person who is a “substantial user” of the Project (as defined below) or a “related person” as defined in Section 147(a) of the Internal Revenue Code of 1986, as amended, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations and is not includable in adjusted current earnings in computing the federal alternative minimum tax imposed on corporations. See “TAX MATTERS” below for a brief description of certain other possible federal tax consequences arising with respect to the Bonds. In the opinion of Balch & Bingham LLP and Lott & Associates, P.L. (“Co-Bond Counsel”), interest on the Bonds is exempt from present Florida taxation, except estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations.

\$65,400,000

**Escambia County, Florida
Solid Waste Disposal Revenue Bonds
(Gulf Power Company Project)
Second Series 2009**

THE BONDS ARE THE LIMITED SPECIAL OBLIGATIONS OF ESCAMBIA COUNTY, FLORIDA (THE “COUNTY”) AND ARE PAYABLE SOLELY FROM THE LOAN REPAYMENTS UNDER A NOTE ISSUED PURSUANT TO A LOAN AGREEMENT WITH



a subsidiary of The Southern Company

Dated: Date of original issuance and delivery

Due: April 1, 2039

The Bonds will bear interest from the date of their original issuance and delivery at a Daily Rate determined by Goldman, Sachs & Co. (the “Underwriter”) as described under “THE BONDS—Interest” herein, payable on the fifth Business Day of each month, commencing May 7, 2009.

The Bonds are subject to redemption, optional tender and mandatory tender as described under “THE BONDS—Redemption,” “THE BONDS—Optional Tender for Purchase” and “THE BONDS—Mandatory Tender for Purchase” below.

Subject to satisfaction of certain conditions in the Indenture pursuant to which the Bonds are issued, Gulf Power Company (the “Company”) may from time to time change the method of determining the interest rate on the Bonds to a Weekly Rate, a Commercial Paper Rate, an Index Rate or a Long-Term Interest Rate, as more fully described under “THE BONDS—Determination Methods” below.

The Bonds will be issuable as fully registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. During a Daily Rate Period, the Bonds will be issued in denominations of \$100,000 and integral multiples thereof. Purchases will be made in book-entry form through DTC participants and no physical delivery of Bonds will be made to purchasers, except as otherwise described in this Official Statement. Payments of principal of, premium, if any, and interest on the Bonds will be made by The Bank of New York Mellon Trust Company, N.A., as Trustee and Paying Agent, to Cede & Co., as nominee for DTC, as registered owner of the Bonds, to be subsequently disbursed to DTC participants and thereafter to the beneficial owners of the Bonds. See “THE BONDS—Book-Entry System” below.

Goldman, Sachs & Co. has been appointed as the Remarketing Agent for the Bonds.

THE BONDS AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY.

PRICE: 100%

The Bonds are offered subject to prior sale, when, as and if issued and received by the Underwriter, subject to the receipt of the opinions of Balch & Bingham LLP, Birmingham, Alabama, and Lott & Associates, P.L., Pensacola, Florida, as Co-Bond Counsel, and certain other conditions. Certain legal matters, other than the validity of the Bonds and the exclusion from gross income for federal income tax purposes of interest thereon, will be passed on for the Company by its counsel, Beggs & Lane, a Registered Limited Liability Partnership, Pensacola, Florida, and Troutman Sanders LLP, Atlanta, Georgia, and for the Underwriter by its counsel, Dewey & LeBoeuf LLP, New York, New York. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about March 31, 2009.

Goldman, Sachs & Co.

March 26, 2009

The information contained in this Official Statement has been obtained from the Company, DTC or other sources that are believed to be reliable. No representation or warranty is made as to the accuracy or completeness of such information, and nothing contained in this Official Statement is, or shall be relied upon as, a promise or representation by the Underwriter. The County has not provided any information for inclusion in this Official Statement except with respect to the information under the caption "THE COUNTY" and takes no responsibility for any other information contained in this Official Statement. This Official Statement is submitted in connection with the sale of securities as referred to herein, and may not be reproduced or be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that information herein or in the Appendix hereto (including the documents incorporated therein by reference) is correct as of any time subsequent to its date.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No broker, dealer, salesman or any other person has been authorized by the County, by the Company or by the Underwriter to give any information or to make any representation other than as contained in this Official Statement or in the Appendix hereto (including the documents incorporated therein by reference) in connection with the offering described herein, and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer of any securities other than those described on the cover page or an offer to sell or a solicitation of an offer to buy in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING REGULATORY AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CERTAIN PERSONS PARTICIPATING IN THIS OFFERING MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE BONDS, INCLUDING BY ENTERING STABILIZING BIDS. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "UNDERWRITING" HEREIN.

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OFFICIAL STATEMENT

\$65,400,000

Escambia County, Florida
Solid Waste Disposal Revenue Bonds
(Gulf Power Company Project)
Second Series 2009
Due April 1, 2039

INTRODUCTORY STATEMENT

This Official Statement of the County, including the cover page and the Appendix, is provided to furnish information in connection with the sale of \$65,400,000 aggregate principal amount of Escambia County, Florida Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), Second Series 2009 (the "Bonds"). The Bonds are to be dated as of the date of their initial issuance, and, subject to prior redemption as hereinafter set forth, will mature on the date set forth on the cover page hereof.

The Bonds are to be issued pursuant to a Trust Indenture dated as of March 1, 2009 (the "Indenture") between the County and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), to provide funds to finance or refinance the acquisition, construction, installation and equipping of certain solid waste disposal facilities (the "Project") located at the James F. Crist Generating Plant in Escambia County, Florida (the "Plant"), which is owned and operated by the Company.

The County will loan to the Company the proceeds of the Bonds pursuant to a Loan Agreement dated as of March 1, 2009 (the "Agreement"). In order to evidence the loan from the County (the "Loan") and to provide for its repayment, the Company will issue a nonnegotiable promissory note (the "Note") pursuant to the Agreement. Payments required under the Note will be sufficient to pay when due the principal of, premium, if any, and interest on, and the purchase price of, the Bonds.

The Bonds initially will bear interest at a Daily Rate. The interest rate determination method on the Bonds may be converted, at the option of the Company, from the Daily Rate to a Weekly Rate, a Commercial Paper Rate, an Index Rate or a Long-Term Interest Rate in accordance with the Indenture, in each case following mandatory tender for purchase upon not less than 15 days' prior written notice to the owners of the Bonds. THIS OFFICIAL STATEMENT DOES NOT PROVIDE ANY INFORMATION REGARDING THE BONDS AFTER THE DATE, IF ANY, ON WHICH THE BONDS CONVERT TO BEAR INTEREST AT AN INTEREST RATE OTHER THAN THE DAILY RATE MODE DESCRIBED HEREIN.

The Bonds will be limited special obligations of the County payable solely from and secured by revenues and proceeds to be received by the County pursuant to the Note. The Bonds will be secured by an assignment and pledge to the Trustee of substantially all of the County's right, title and interest in and to the Note and the Agreement.

There follow brief descriptions of the County, the use of the proceeds of the Bonds, the Bonds, the Agreement and the Indenture. Information with respect to the Company, including certain financial statements, is set forth or incorporated by reference in Appendix A hereto.

The descriptions and summaries herein do not purport to be complete, and reference is made to each document for the complete details of all of its terms and conditions. Terms not defined herein have the meanings set forth in the Agreement and the Indenture, copies of which are available for inspection, during the initial offering period of the Bonds, at the offices of Southern Company Services, Inc., 30 Ivan Allen Jr. Boulevard, Atlanta, Georgia 30308, Attention: Wayne Boston. The statements made herein are qualified in their entirety by reference to each such document.

THE COUNTY

The County is a political subdivision of the State of Florida, duly created and validly existing pursuant to the Constitution and the laws of the State of Florida.

THE BONDS AND THE INTEREST THEREON SHALL NOT BE DEEMED TO BE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH, CREDIT OR TAXING POWER OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, BUT SHALL BE LIMITED AND SPECIAL OBLIGATIONS PAYABLE SOLELY FROM THE PROCEEDS DERIVED BY THE COUNTY UNDER THE AGREEMENT AND THE NOTE, AND NEITHER THE COUNTY NOR THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION THEREOF, SHALL EVER BE REQUIRED TO (I) LEVY AD VALOREM TAXES ON ANY PROPERTY WITHIN ITS TERRITORIAL LIMITS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR TO MAKE ANY OTHER PAYMENTS PROVIDED FOR UNDER THE INDENTURE OR UNDER THE AGREEMENT OR THE NOTE FOR THE BONDS OR (II) PAY THE SAME FROM ANY FUNDS OF THE COUNTY OTHER THAN THOSE DERIVED BY THE COUNTY UNDER THE AGREEMENT OR THE NOTE, AND SUCH BONDS SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OWNED BY OR SITUATED WITHIN THE TERRITORIAL LIMITS OF THE COUNTY EXCEPT THE PROCEEDS DERIVED UNDER THE AGREEMENT AND THE NOTE.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, PURCHASE PRICE OR INTEREST ON, ANY OF THE BONDS OR FOR ANY CLAIM BASED THEREON OR UPON ANY OBLIGATION, PROVISION, COVENANT OR AGREEMENT CONTAINED IN THE INDENTURE OR ANY OTHER DOCUMENT OF THE COUNTY, AGAINST ANY PAST, PRESENT OR FUTURE OFFICER, OFFICIAL, EMPLOYEE OR AGENT OF THE COUNTY, OR ANY OFFICER, OFFICIAL, EMPLOYEE OR AGENT OF ANY SUCCESSOR TO THE COUNTY, AS SUCH, EITHER DIRECTLY OR THROUGH THE COUNTY OR ANY SUCCESSOR TO THE COUNTY, 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 OFFICER, OFFICIAL, EMPLOYEE OR AGENT AS SUCH IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE EXECUTION OF THE INDENTURE AND THE ISSUANCE OF ANY OF THE BONDS. NEITHER THE OFFICERS OF THE COUNTY NOR ANY PERSON EXECUTING THE BONDS ARE PERSONALLY LIABLE ON THE BONDS BY REASON OF THE ISSUANCE THEREOF.

EXCEPT FOR INFORMATION CONCERNING THE COUNTY UNDER THIS CAPTION AND THE LAST SENTENCE UNDER THE CAPTION "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE COUNTY, AND THE COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

USE OF BOND PROCEEDS

The proceeds received by the County from the sale of the Bonds will be deposited in the construction fund created under the Indenture (the “Construction Fund”), to be used to pay or reimburse the Company for costs of the Project and certain costs incident to the sale and issuance of the Bonds.

It is anticipated that a total of approximately \$437,500 will be expended by the Company for legal, accounting, printing and other fees in connection with the issuance of the Bonds. See also “UNDERWRITING” herein.

THE BONDS

The Indenture provides that the method of determining the interest rate on the Bonds may be changed from time to time. This Official Statement does not provide any information regarding the Bonds after the date, if any, on which the Bonds convert to bear interest, as permitted by the Indenture, at interest rates other than the Daily Rate described herein. The Bonds are subject to mandatory tender upon any such conversion. See “—Mandatory Tender for Purchase” below. Holders of the Bonds will have no right of election to retain the Bonds if the Company decides to convert the interest rate determination method for the Bonds to another interest rate determination method.

Description

The Bonds will mature on the date set forth on the cover page of this Official Statement. Interest on the Bonds will initially be payable at the Daily Rate. The Company may change the interest rate determination method for the Bonds from time to time as described below under “—Determination Methods.” A change in the interest rate determination method for the Bonds will result in the mandatory tender of the Bonds, as described below under “—Mandatory Tender for Purchase.”

The Bonds will initially be issued as fully registered bonds without coupons and in authorized denominations of \$100,000 or any integral multiple thereof. The Bonds will initially be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company (“DTC”). DTC will act as the initial securities depository (the “Securities Depository”) for the Bonds and individual purchases of Bonds may be made in book-entry form only. So long as the Bonds are in book-entry only form, purchasers of Bonds will not receive certificates representing their interest in the Bonds purchased. So long as Cede & Co., as nominee of DTC, is the registered owner of such Bonds, references in this Official Statement to the Bondholders or registered owners or holders shall mean Cede & Co. and shall not mean the Beneficial Owners (as defined below) of the Bonds.

So long as Cede & Co. is the registered owner of Bonds, principal of, premium, if any, and interest on the Bonds are payable to Cede & Co., as nominee for DTC, which will, in turn, remit such amounts to the Direct or Indirect Participants (as defined below) for subsequent disbursement to the Beneficial Owners. See “—Book-Entry System” below.

The Bank of New York Mellon Trust Company, N.A. (the “Trustee”) is the trustee under the Indenture. A principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. is currently located in Atlanta, Georgia. The Trustee may be removed at any time by the holders of a majority in aggregate principal amount of the Bonds at the time outstanding. Any resignation of the Trustee will become effective upon the acceptance of appointment by the successor Trustee. See “THE TRUSTEE” below.

Goldman, Sachs & Co. has been appointed as remarketing agent (the “Remarketing Agent”) for the Bonds under the Indenture. See “THE REMARKETING AGREEMENT” below.

Interest

While the Bonds bear interest at a Daily Rate, interest shall be payable to the registered holder of the Bonds as of the Record Date (as defined below) by check mailed by first-class mail on the Interest Payment Date (as defined below) to such holder's registered address. When the Bonds are held in book-entry form, such payments will be made to DTC as record owner (see "—Book Entry System") below in accordance with DTC's procedures.

"Record Date" means, with respect to Bonds bearing interest at a Daily Rate, the last Business Day (as defined below) of each month. "Interest Payment Date" means, with respect to Bonds bearing interest at a Daily Rate, the fifth Business Day of the following month. "Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York, Atlanta, Georgia, or the city in which the principal corporate trust office of the Trustee may be located, are authorized by law to close, or (iii) a day on which the New York Stock Exchange or the Federal Reserve System is closed.

Interest on the Bonds will accrue from the first day of the month (unless no interest has been paid or duly provided for on the Bonds in which case interest shall accrue from the date of issuance) until the last day of the month and will be paid on the fifth Business Day of the following month. Interest will be computed on the basis of the actual number of days elapsed over a year of 365 days (366 days in leap years). Interest on overdue principal and, to the extent lawful, on overdue premium and interest will be payable at the rate on the Bonds on the day before the default occurred. While there exists an Event of Default under the Indenture, the interest rate on the Bonds will be the rate on the Bonds on the day before the Event of Default occurred.

The Remarketing Agent will set a Daily Rate on or before 11:00 A.M., New York City time, on each Business Day for that Business Day. Each Daily Rate will be the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) for the Remarketing Agent to sell the Bonds on the day the Daily Rate is set at their principal amount (without regard to accrued interest). The Daily Rate for any non-Business Day will be the rate for the last day for which a rate was set.

Fallback Interest Period and Rate

If the appropriate Daily Rate is not or cannot be determined for any reason, the method of determining interest on the Bonds will be automatically converted to the Weekly Rate (without the necessity of complying with the requirements of the Indenture described under "—Determination Methods" below) and the interest rate will be equal to the SIFMA Index plus the SIFMA Margin (each as defined below) or, if the SIFMA Index is unavailable, the LIBOR Index multiplied by the LIBOR Percentage (each as defined below) or, if the LIBOR Index is unavailable, 90% of the 30-day Treasury rate as provided to the Trustee in writing by the Remarketing Agent, until such time as the method of determining interest on the Bonds can be changed in accordance with the Indenture. The Trustee will promptly notify the Bondholders of any such automatic change as set forth in the Indenture.

"SIFMA Index" means, as of any date, the rate calculated according to The Securities Industry and Financial Markets Association Municipal Swap Index as of the most recent date for which such index was published or such other weekly, high-grade index composed of weekly, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., or any successor thereto, or as otherwise designated by The Securities Industry and Financial Markets Association.

"LIBOR Index" means, the Reported Rate for deposits in U.S. dollars having an index maturity of one month for a period commencing on the second London Business Day immediately following the date of determination, in amounts of not less than \$1,000,000, at approximately 11:00 A.M., London time, on the date of determination.

"LIBOR Percentage" means the minimum percentage of the LIBOR Index and "SIFMA Margin" means the minimum number of basis points above or below the SIFMA Index, in each case, that would be necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Bonds

known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to allow the Remarketing Agent to sell the Bonds on the date and at the time of such determination at their principal amount (without regard to accrued interest) if the Bonds were being sold on such date.

Calculation and Notice of Interest

The Remarketing Agent will provide the Trustee and the Company with notice in writing or by Electronic Means (as defined below) by 12:30 P.M., New York City time, on the first Business Day after a month in which interest on the Bonds was payable at a Daily Rate, of the Daily Rate for each day in such month, and on any Business Day preceding any redemption or purchase date, any interest rate requested by the Trustee in order to enable it to calculate the accrued interest, if any, due on such redemption or purchase date. Using the rates supplied by such notice, the Trustee will calculate the interest payable on the Bonds. The Trustee will confirm the effective interest rate by telephone or in writing (including by Electronic Means) to any Bondholder who requests it in writing (including by Electronic Means).

“Electronic Means” means, facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition.

The setting of the rates by the Remarketing Agent and the calculation of interest payable on the Bonds by the Trustee as provided in the Indenture will be conclusive and binding on the County, the Company, the Trustee and the owners of the Bonds.

Special Considerations Relating to the Bonds

The Remarketing Agent is Paid by the Company

The Remarketing Agent’s responsibilities include determining the interest rate from time to time and remarketing Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Remarketing Agreement (as defined herein)), all as further described in this Official Statement. The Remarketing Agent is appointed by the Company and is paid by the Company for its services. As a result, the interests of the Remarketing Agent may differ from those of existing holders and potential purchasers of Bonds.

The Remarketing Agent Routinely Purchases Bonds for its Own Account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, routinely purchases such obligations for its own account in order to achieve a successful remarketing of the obligations (i.e., because there are otherwise not enough buyers to purchase the obligations) or for other reasons. The Remarketing Agent is permitted, but not obligated, to purchase tendered Bonds for its own account and, if it does so, it may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Bonds by routinely purchasing and selling Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Bonds. The Remarketing Agent may also sell any Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Bonds. The purchase of Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Bonds being tendered in a remarketing.

The Bonds May be Offered at Different Prices on Any Date

Pursuant to the Indenture, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) for the Remarketing Agent to sell the Bonds on the day

the rate is set at their principal amount (without regard to accrued interest). The interest rate will reflect, among other factors, the level of market demand for the Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own account). There may or may not be Bonds tendered and remarketed on a day that the interest rate on the Bonds is set, the Remarketing Agent may or may not be able to remarket any Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Bonds at the remarketing price. In the event the Remarketing Agent owns any Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Bonds on any date, including the day that the interest rate on the Bonds is set, at a discount to par to some investors.

The Ability to Sell the Bonds other than through the Tender Process May Be Limited

The Remarketing Agent may buy and sell Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require holders that wish to tender their Bonds to do so through the Trustee with appropriate notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process.

Under Certain Circumstances, the Remarketing Agent May Be Removed, Resign or Cease Remarketing the Bonds, Without a Successor Being Named

Under certain circumstances, the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreement.

Security

The Bonds are limited special obligations of the County, payable by the County solely from and secured by an assignment and pledge by the County to the Trustee of its right to payments by the Company pursuant to the Note.

The County will assign to the Trustee, for the benefit of the holders of the Bonds, all of its right, title and interest in and to the Agreement and the Note and all amounts payable thereunder (except for certain amounts payable under the Agreement in respect of indemnification and certain fees and expenses). The payments by the Company under the Note are required to be made to the Trustee and to be equal, together with other moneys available therefor, to the amount of principal, premium, if any, and interest required to be paid on the Bonds, whether at stated maturity, upon redemption or declaration, or otherwise.

The Bonds and the interest thereon shall not be deemed to be a general obligation or a pledge of the faith, credit or taxing power of the State of Florida or any political subdivision thereof, including the County, but shall be limited and special obligations payable solely from the proceeds derived by the County under the Agreement and the Note, and neither the County nor the State of Florida, nor any political subdivision thereof, shall ever be required to (i) levy ad valorem taxes on any property within its territorial limits to pay the principal of, premium, if any, or interest on the Bonds or to make any other payments provided for under the Indenture or under the Agreement or the Note or (ii) pay the same from any funds of the County other than those derived by the County under the Agreement or the Note, and such Bonds shall not constitute a lien upon any property owned by or situated within the territorial limits of the County except the proceeds derived under the Agreement and the Note.

Determination Methods

The Bonds may be converted, at the option of the Company, to bear interest at a Weekly Rate, a Commercial Paper Rate, an Index Rate or a Long-Term Interest Rate. On the conversion date applicable to the Bonds, the Bonds shall be subject to mandatory tender at a purchase price equal to 100% of the principal amount thereof, plus accrued interest (see “—Mandatory Tender for Purchase” below). It is currently anticipated that,

should the Bonds be converted to bear interest at a new interest rate mode, a new reoffering memorandum or reoffering circular will be distributed describing the Bonds while they bear interest in such interest rate mode. Holders of the Bonds will have no right of election to retain the Bonds if the Company decides to convert the interest rate determination method for the Bonds to another interest rate determination method.

THIS OFFICIAL STATEMENT DOES NOT PROVIDE ANY INFORMATION REGARDING THE BONDS AFTER THE DATE, IF ANY, ON WHICH THE BONDS CONVERT TO BEAR INTEREST AT INTEREST RATES OTHER THAN A DAILY RATE.

Optional Tender for Purchase

While the Bonds bear interest at a Daily Rate, the holder of any Bond may elect to have its Bond (or any portion of its Bond equal to the lowest authorized denomination or whole multiples thereof) purchased by the Trustee at 100% of the principal amount thereof plus interest accrued to the date of purchase, as described below.

When interest on a Bond is payable at a Daily Rate and a book-entry system is in effect, a Beneficial Owner of such Bond (through its Direct Participant in the Securities Depository) may tender its interest in a Bond (or portion of Bond) by delivering an irrevocable written notice or an irrevocable telephone notice, promptly confirmed in writing, to the Trustee (any such telephone notice must be delivered to a responsible officer of the Trustee) and an irrevocable notice in writing or by Electronic Means to the Remarketing Agent, in each case by 11:00 A.M., New York City time, on a Business Day, stating the principal amount of the Bond (or portion of Bond) being tendered, payment instructions for the purchase price and the Business Day (which may be the date the notice is delivered) the Bond (or portion of Bond) is to be purchased. The Beneficial Owner shall effect delivery of such Bond by causing such Direct Participant to transfer its interest in the Bond equal to such Beneficial Owner's interest on the records of the Securities Depository to the participant account of the Trustee or its agent with the Securities Depository. Any notice received by the Trustee after 11:00 A.M., New York City time, will be deemed to have been given on the next Business Day.

When interest on a Bond is payable at a Daily Rate and a book-entry system is not in effect, a holder of a Bond may tender the Bond (or portion of Bond) by delivering (i) the notices described above (which must include the certificate number of the Bond) and (ii) the Bond to the Trustee by 1:00 P.M., New York City time, on the date of purchase.

Payment of the purchase price of Bonds to be purchased upon optional tender as described above will be made by the Trustee in immediately available funds (to the registered owner of the Bond) by the close of business on the date of purchase. During a Daily Rate Period, if a Bond is tendered after the Record Date and before the Interest Payment Date for that interest period, the Trustee will pay a purchase price of principal plus interest accruing after the last day of that interest period. The tendering holder will receive interest for that interest period from the Trustee pursuant to the usual procedures for the payment of interest.

Bonds for which the owners have given notice of tender for purchase but which are not delivered on the tender date shall be deemed tendered. Bonds tendered for purchase on a date after a call for redemption has been given but before the redemption date will be purchased pursuant to the tender.

Notice in respect of tenders and Bonds tendered must be delivered as follows:

Trustee

The Bank of New York Mellon Trust Company, N.A.
900 Ashwood Parkway, Suite 425
Atlanta, Georgia 30338
Attention: Corporate Trust Department
Telephone: (770) 698-5188
Telecopy: (770) 698-5195

Remarketing Agent

Goldman, Sachs & Co.
85 Broad Street, 29th Floor
New York, New York 10004
Attention: Municipal Money Market Desk
Telephone: (212) 902-6633
Fax: (212) 428-3132
E-mail: gs-vrdb@gs.com

Irrevocability

Each notice of tender by a Bondholder, whether delivered in writing or by Electronic Means, will automatically constitute an irrevocable tender for purchase of the Bond (or portion thereof) to which the notice relates on the purchase date at a price equal to 100% of the principal amount of such Bond (or portion thereof) plus any interest thereon accrued and unpaid as of the purchase date. The determination of the Trustee as to whether a notice of tender has been properly delivered will be conclusive and binding upon the Bondholders.

Unless the Bonds are held in DTC's book-entry system, the Trustee may refuse to accept delivery of any Bond for which a proper instrument of transfer has not been provided. If any owner of a Bond who gave notice of optional tender or which is subject to mandatory tender fails to deliver its Bond to the Trustee at the place and on the applicable date and time specified, or fails to deliver its Bond properly endorsed, and moneys for the payment of such Bond are on deposit with the Trustee, its Bond shall constitute an undelivered Bond as described in the Indenture and interest shall cease to accrue on his Bonds as of the tender date and such owner shall have no right under the Indenture other than the right to receive payment of the tender price thereof on the date specified in the notice.

Remarketing and Purchase

Except to the extent the Company directs the Remarketing Agent not to remarket Bonds and except as otherwise provided in the Indenture, the Remarketing Agent for the Bonds will offer for sale and use reasonable efforts to sell all Bonds tendered for purchase (as described below) and, when directed by the Company, any Bonds held by the Company, at a price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. The Trustee will pay the purchase price of the Bonds tendered for purchase first from the proceeds of the remarketing of such Bonds and, if such remarketing proceeds are insufficient, from moneys made available by the Company pursuant to the Agreement and the Note. The Company is obligated under the Agreement and the Note to purchase any Bonds tendered for purchase to the extent such Bonds have not been remarketed. See "THE REMARKETING AGREEMENT" below.

Although it is not obligated to do so, the Company currently expects that it will, at all times while the Bonds may be tendered for purchase, maintain arrangements for a line or lines of credit or similar facility or facilities with such banks or other lenders as the Company may determine in its sole discretion to provide for the Company's sole benefit liquidity support for its unconditional obligation to purchase Bonds.

Mandatory Tender for Purchase

The Bonds are subject to mandatory tender for purchase, upon 15 days' notice to the Bondholders, at a purchase price equal to 100% of the principal amount thereof, plus accrued interest to the purchase date, on the effective date of any conversion of the Bonds from the initial interest rate mode described in this Official Statement to another interest rate mode. See "—Determination Methods" above. If Bonds are purchased by the Company, such Bonds remain outstanding and may be offered for sale in a different interest rate mode pursuant to the terms of the Indenture.

In the event that notice is given of a mandatory tender for purchase of the Bonds, each Bondholder, in order to receive payment of the tender price for the Bonds owned by such owner, must deliver such Bonds in accordance with the instructions provided in such notice of mandatory tender for purchase. In the event that a Bondholder shall fail to tender any such Bond as required by such notice, such Bond shall nevertheless be deemed to have been tendered for purchase if moneys are available for the payment of the tender price thereof, and the Trustee shall hold the tender price for such Bond uninvested and without any further liability for interest thereon until such Bond is tendered as provided in such notice.

Redemption

Optional Redemption: The Bonds may be redeemed in whole or in part, at the request of the Company, on any Business Day, at a redemption price of 100% of the principal amount being redeemed plus interest accrued to the redemption date, except that interest accruing at a Daily Rate will be paid on the fifth Business Day following the redemption date.

Extraordinary Optional Redemption: The Bonds are subject to redemption in whole at any time prior to maturity at the redemption price equal to the principal amount thereof plus accrued interest to the redemption date, but without premium at any time, upon receipt by the Trustee and the County of a written notice from the Company stating that the Company has determined that:

(a) any federal, state or local body exercising governmental or judicial authority has taken any action which results in the imposition of unreasonable burdens or excessive liabilities with respect to the Project or the Plant, rendering impracticable or uneconomical the operation by the Company of either the Project or the Plant, including, without limitation, the condemnation or taking by eminent domain of all or substantially all of the Project or the Plant; or

(b) changes in the economic availability of raw materials, operating supplies or facilities or technological or other changes have made the continued operation of the Plant as an efficient generating facility uneconomical; or

(c) the Project or the Plant has been damaged or destroyed to such an extent that it is not practicable or desirable to rebuild, repair or restore the Project or the Plant.

Notice of Redemption

At least 30 days before the redemption date of any Bonds, the Trustee shall cause a notice of any such redemption to be mailed first-class, postage prepaid, to all registered owners of Bonds to be redeemed at their addresses as they appear on the registration books maintained by the Trustee. No further interest will accrue on the principal of any Bonds called for redemption after the redemption date if notice has been duly given and payment of the redemption price thereof and accrued interest has been duly provided for, and the owners of such Bonds will have no rights with respect to such Bonds except to receive payment of the redemption price thereof and interest accrued to the redemption date. With respect to an optional redemption of any Bonds under “— *Extraordinary Optional Redemption*” above, unless moneys sufficient to pay the principal of, premium, if any, and interest on the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may state that said redemption shall be conditional upon receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds, the redemption price shall not be due and payable and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Partial Redemption

If fewer than all of the Bonds are to be redeemed, the Trustee will select the Bonds to be redeemed by lot or other method it deems fair and appropriate, except that the Trustee will first select any Bonds owned by the Company or its nominees or held by the Trustee for the account of the Company or its nominees. The Trustee will

make selection from Bonds not previously called for redemption. For this purpose, the Trustee will consider each Bond in a denomination larger than the minimum denomination permitted by the Bonds at the time to be separate Bonds each in the minimum denomination.

Book-Entry System

DTC will act as the initial Securities Depository for the Bonds. The Bonds will be issued only as fully-registered bonds registered in the name of Cede & Co., DTC's partnership nominee, or such other name as may be requested by an authorized representative of DTC. One or more fully-registered global bond certificates will be issued for the Bonds, representing in the aggregate the total principal amount of the Bonds, and will be deposited with the Trustee on behalf of DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (the "1934 Act"). DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has Standard & Poor's, a division of The McGraw-Hill Companies, Inc.'s highest rating: AAA. The DTC rules applicable to Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. The contents of such websites do not constitute part of this Official Statement.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any changes in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Although voting with respect to the Bonds is limited, in those cases where a vote is required, neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Company or the Trustee on the relevant payment date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC, the Company, the Trustee or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to the Direct Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Direct or Indirect Participant, to the Remarketing Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Direct or Indirect Participant's interest in the Bonds, on DTC's records, to the Remarketing Agent. The requirement for physical delivery of the Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Remarketing Agent's DTC account.

DTC may discontinue providing its services as Securities Depository with respect to the Bonds at any time by giving reasonable notice to the County or the Trustee. Under such circumstances, in the event that a successor Securities Depository is not obtained, certificated Bonds will be required to be printed and delivered to the holders of record. Additionally, the Company may decide to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository) with respect to the Bonds. The Company understands, however, that under current industry practices, DTC would notify its Direct or Indirect Participants of the Company's decision but will only withdraw beneficial interests from a Bond at the request of any Direct or Indirect Participant. In that event, certificates for the Bonds will be printed and delivered to the applicable Direct or Indirect Participant.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County, the Company, the Underwriter and the Trustee believe to be reliable, but none of the County, the Company, the Trustee or the Underwriter takes any responsibility for the accuracy of such statements. None of the County, the Company, the Underwriter or the Trustee has any responsibility for the performance by DTC or its Direct or Indirect Participants of their respective obligations as described herein or under the rules and procedures governing their respective operations.

In the event that the book-entry system is discontinued, a Bondholder may transfer or exchange the Bonds in accordance with the Indenture. The Trustee will require a Bondholder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Except in connection with the purchase of Bonds tendered for purchase, the Trustee is not required to transfer or exchange any Bond which has been called for redemption or during the period beginning 15 days before mailing a notice of redemption of the Bonds or any portion of the Bonds and ending on the redemption date. In addition, in case of such discontinuance, an additional or co-paying agent may be designated.

THE AGREEMENT

Issuance of the Bonds; Construction of the Project

The County will issue the Bonds and loan the proceeds of the sale thereof to the Company, which proceeds will be applied as described under "USE OF BOND PROCEEDS" herein. The Company agrees to cause the Project to be acquired, constructed, installed and equipped substantially in accordance with the plans and specifications as provided in the Agreement.

The Trustee is authorized under the Indenture to make payments from the Construction Fund to pay the Cost of Construction, as defined in the Agreement, or to reimburse the Company for any Cost of Construction paid or incurred by the Company, upon the receipt of written requisitions of the Company. The Agreement provides that if the Company should pay any excess Cost of Construction, it shall not be entitled to any diminution of the amounts payable by it under the Note and the Agreement.

Repayment of the Loan and Other Amounts Payable

In order to evidence the Loan and the Company's obligation to repay the same, the Company will execute and deliver the Note in a principal amount equal to the aggregate principal amount of the Bonds and providing for payments which correspond in time and amount with payments due with respect to the principal of, premium, if any, interest on, or purchase price of the Bonds, whenever and in whatever manner the same shall become due, whether at maturity, prior redemption or otherwise. The Note shall be dated the date of the initial issuance of, and mature on the same maturity date as, the Bonds. The Company will also pay the purchase price of Bonds required to be purchased under the terms of the Indenture to the extent there are no remarketing proceeds to pay such amounts. In the event there are available moneys on deposit with the Trustee on any payment date, such moneys will be credited against the payment then due.

The Company will also pay the fees and charges of the Trustee and any paying agents and tender agents under the Indenture and any expenses in connection with any redemption of the Bonds.

Term of Agreement

The Agreement shall remain in full force and effect until such time as all of the outstanding Bonds have been fully paid or provision made therefor in accordance with the terms of the Indenture, whichever shall first occur, and the fees and expenses of the Trustee and any paying agents and all other amounts payable by the Company under the Agreement and the Note shall have been paid.

Obligations of the Company Unconditional

The Company agrees that its obligations to make payments as provided in the Note and to perform and observe the other agreements on its part contained in the Agreement are absolute and unconditional notwithstanding, among other things, any changes in the tax or other laws of the United States of America or of the State of Florida or any political subdivision of either thereof or any failure by the County to perform its obligations under the Agreement.

Assignment and Pledge

The County will assign to the Trustee as security under the Indenture all of its right, title and interest of the County in and to (i) the Note and all payments thereunder, (ii) the Agreement and all monies receivable thereunder (except for certain payments under the Agreement in respect of indemnification and certain fees and expenses) and (iii) amounts held in the bond fund created under the Indenture (the “Bond Fund”) and the Construction Fund as provided in the Indenture. The Company will assent to such assignment and will agree that, as to the Trustee, its obligations to make such payments will be absolute and not subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the County or the Trustee of any obligation to the Company, whether under the Agreement or otherwise, or out of any indebtedness or liability at any time owing to the Company by the County or the Trustee.

Consolidation, Merger or Sale of Assets

The Company agrees that during the term of the Agreement it will maintain its corporate existence and qualification to do business in the State of Florida, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided that, the Company may consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States of America or under the laws of the United States of America) or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve; provided, in the event the Company is not the surviving, resulting or transferee corporation, that the surviving, resulting or transferee corporation assumes, accepts and agrees in writing to pay and perform all of the obligations of the Company under the Agreement and the Note and is incorporated in or qualified to do business in Florida as a foreign corporation and that such consolidation or merger does not result in the loss of the exclusion from gross income for federal income tax purposes of interest on the outstanding Bonds.

Defaults and Remedies; Force Majeure

The Agreement provides that the happening of one or more of the following events will constitute an “Event of Default”: (a) failure by the Company to pay when due the amounts required to be paid pursuant to the Note, which failure, in the case of such amounts in respect of interest on any Bond, continues for five days; (b) failure by the Company to pay within 30 days of the date due any other amounts required to be paid pursuant to the Agreement; (c) failure by the Company to observe and perform any other of its covenants, conditions or agreements under the Agreement for a period of 90 days after written notice from the County or the Trustee, unless extended; and (d) certain events of bankruptcy, insolvency, dissolution, liquidation, winding-up, reorganization or other similar events of the Company.

Under the terms of the Agreement, certain of the Company’s obligations referred to in clause (c) of the preceding paragraph may be suspended if by reason of force majeure (as defined in the Agreement) the Company is unable to carry out such obligations.

Whenever an Event of Default shall have occurred and be continuing, the Issuer may, in addition to any other remedy now or hereafter existing at law, in equity or by statute, take either or both of the following remedial steps: (a) declare all amounts payable pursuant to the Note to be immediately due and payable and (b) take whatever action at law or in equity may appear necessary or desirable to collect the amounts referred to in (a) above then due and thereafter to become due under the Note or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Agreement.

Any amounts collected pursuant to any above action taken will be deposited with the Trustee and applied in accordance with the provisions of the Indenture, or, if the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture) and the fees and expenses of the Trustee, paying agents and tender agents and all other amounts required to be paid under the Indenture shall have been paid, returned to the Company.

Amendment of the Agreement

Prior to the payment of the Bonds in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), the Agreement may not be terminated and may not be effectively amended, changed or modified except in accordance with the Indenture. See “THE INDENTURE — Amendment of the Agreement” below.

THE INDENTURE

Construction Fund

The proceeds from the sale of the Bonds will be deposited in the Construction Fund together with all investment proceeds received from investment of moneys in the Construction Fund. Such proceeds and any other moneys deposited in the Construction Fund shall be applied to the payment of, or reimbursement to the Company for, the cost of financing or refinancing the acquisition, construction, installation and equipping of the Project. See “THE AGREEMENT—Issuance of the Bonds; Construction of the Project” above.

The Indenture provides that upon completion of the Project any moneys remaining in the Construction Fund shall be used to redeem outstanding Bonds in accordance with the Indenture. Until so used, such moneys shall, at the direction of the Company, be paid into either the Construction Fund or the bond fund created under the Indenture (the “Bond Fund”) (but only to such extent as, in the opinion of nationally recognized counsel experienced on the subject of municipal bonds, will not cause the interest on the Bonds to be included in gross income for federal income tax purposes), or be used for any other purpose which, in the opinion of nationally recognized counsel experienced on the subject of municipal bonds, is permissible under Florida law and will not cause the loss of the exclusion from gross income for federal income tax purposes of the interest on the Bonds. Amounts approved by the Company, however, shall be retained by the Trustee in the Construction Fund for payment of any Cost of Construction not then due and payable or which is in dispute.

Permitted Investments

Except as otherwise provided in the Indenture, any moneys held by the Trustee shall be invested and reinvested by the Trustee, at the written direction of the Company to the extent permitted by law, in: (a) Government Obligations (as defined under “—Defeasance” below); (b) bonds and notes of the Federal Land Bank; (c) obligations of the Federal Intermediate Credit Bank; (d) obligations of the Federal Bank for Cooperatives; (e) bonds and notes of Federal Home Loan Banks; (f) negotiable or non-negotiable certificates of deposit, time deposits or similar banking arrangements, issued by a bank or trust company (which may be the commercial banking department of the Trustee or any bank or trust company under common control with the Trustee) or savings and loan association which are insured by the Federal Deposit Insurance Corporation or secured as to principal by Government Obligations; (g) investments made in or through the Trustee’s cash sweep accounts or other short-term investment funds, the assets of which consist of Government Obligations; or (h) other investments then permitted by law.

Default Under the Indenture

The following shall be “Events of Default” under the Indenture: (a) default in the payment of any interest on any Bond outstanding under the Indenture when due and as the same shall become due and payable, which default continues for five days; (b) default in the due and punctual payment of principal on any Bond when due and payable, whether at maturity, upon redemption, or by declaration or otherwise; (c) default in the due and punctual payment of the purchase price of any Bond required to be purchased in accordance with its terms; and (d) the occurrence and continuance of an “Event of Default” under the Agreement.

Remedies Under the Indenture

Upon the occurrence of an Event of Default, the Trustee may, and upon written request of the holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing delivered to the County and the Company, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

If, after the principal of the Bonds and the accrued interest thereon have been so declared due and payable, all arrears of interest and interest on overdue installments of interest (if lawful) and the principal and premium, if any, on all Bonds then outstanding which shall have become due and payable other than by acceleration, and all other sums payable under the Indenture or upon the Bonds, except the principal of, and interest on, the Bonds which by such declaration shall have become due and payable, are paid by the County and the County also performs all other things in respect of which it may have been in default under the Indenture and pays the reasonable charges of the Trustee, the Bondholders and any trustee appointed under law, including the Trustee's reasonable attorneys' fees then, and in every such case, the Trustee shall annul such declaration and its consequences, and such annulment shall be binding upon all holders of the Bonds issued under the Indenture; but no such annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon.

If an Event of Default occurs and is continuing, subject to the Indenture, the Trustee before or after declaring the principal of the Bonds and the interest accrued thereon immediately due and payable may, and upon request of the holders of at least 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing delivered to the County and the Company, pursue any available remedy, including appointment of a receiver, by proceeding at law or in equity available to the Trustee under the Agreement or the Note to collect the principal of or interest on the Bonds or to enforce the performance of any provision of the Bonds, the Indenture, the Agreement or the Note. The Trustee, as the assignee of all the right, title and interest of the County in and to the Agreement and the Note, may enforce each and every right granted to the County under the Agreement and the Note. In exercising such rights and the rights given the Trustee under the Indenture, the Trustee shall take such action as, in the judgment of the Trustee applying the standards described in the Indenture, would best serve the interests of the Bondholders. If any Event of Default has occurred and is continuing, the Trustee in its discretion may, and upon the written request of the holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing delivered to the County and the Company and receipt of indemnity to its satisfaction shall, in its own name: (a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the County to enforce any rights under the Agreement and the Note and to require the County to carry out any other provisions of the Indenture for the benefit of the Bondholders and to perform its duties under the Act; (b) bring suit upon the Bonds; (c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Bondholders; or (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

No remedy conferred upon or reserved to the Trustee or to the Bondholders by the terms of the Indenture is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders under the Indenture or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time as often as may be deemed expedient. No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Upon the occurrence and continuance of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under the Indenture, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the trust estate with such powers as the court making such appointment shall confer.

In the event of a bankruptcy or reorganization of the Company, the Trustee may file a proof of claim on behalf of all Bondholders with respect to the obligations of the Company pursuant to the Agreement and the Note.

A Bondholder may not pursue any remedy with respect to the Indenture or the Bonds unless (a) the Bondholder gives the Trustee notice stating that an Event of Default is continuing, (b) the holders of at least 25% in principal amount of the Bonds then outstanding make a written request to the Trustee to pursue the remedy, (c) such Bondholder or Bondholders offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense (including reasonable attorneys' fees) and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity. Nothing contained in the Indenture shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the stated maturity thereof.

A Bondholder may not use the Indenture to prejudice the rights of another Bondholder or to obtain a preference or priority over the other Bondholders.

Notwithstanding any other provision of the Indenture, the right of any Bondholder to receive payment of principal of, premium, if any, and interest on a Bond, on or after the due dates expressed in the Bond, or the purchase price of a Bond on or after the date for its purchase as provided in the Bond, or to bring suit for the enforcement of any such payment on or after such dates, shall not be impaired or affected without the consent of the Bondholder.

Waivers of Events of Default

The holders of a majority in principal amount of the Bonds then outstanding, by written notice to the Trustee, may waive an existing Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent to it. The holders of a majority in principal amount of the Bonds then outstanding may, in writing, direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of other Bondholders or would involve the Trustee in personal liability.

Defeasance

Any Bond will be deemed paid for all purposes of the Indenture when (a) payment of the principal of, premium, if any, and interest (which, except for Bonds which bear interest at a Long-Term Interest Rate, shall be calculated at the Maximum Interest Rate, and which, when Bonds bear interest at a Long-Term Interest Rate, shall be calculated at such Long-Term Interest Rate) on the Bond to the due date of such principal and interest (whether at maturity, upon redemption or otherwise) or the payment of the purchase price either (1) has been made in accordance with the terms of the Bonds or (2) has been provided for by depositing with the Trustee in trust (A) moneys in an amount which are sufficient to make such payment and/or (B) Government Obligations maturing as to principal and interest in such amounts and at such times as will insure, without any further investment, the availability of sufficient moneys to make such payment, and (b) all compensation and reasonable costs and expenses of the Trustee (including reasonable attorneys' fees) pertaining to each Bond in respect of which such deposit is made have been paid or provided for to the Trustee's satisfaction. When a Bond is deemed paid, it will no longer be secured by or entitled to the benefits of the Indenture or be an obligation of the County and shall be payable solely from the moneys or Government Obligations described above, except that such Bond may be tendered if and as provided in the Bonds and it may be registered as transferred, exchanged, registered, discharged from registration or replaced as provided in the Indenture.

Notwithstanding the foregoing, upon the deposit of funds or Government Obligations under clause (a)(2) above, the purchase price of tendered Bonds shall be paid from the sale of Bonds under the Indenture. If payment of such purchase price is not made from the sale of Bonds pursuant to the Indenture, payment shall be made from funds (or Government Obligations) on deposit pursuant to the Indenture without the need of any further instruction or direction by the Company, in which case such Bonds shall be surrendered to the Trustee and cancelled.

Notwithstanding the foregoing, no deposit under clause (a)(2) above shall be deemed a payment of a Bond until (1) the Company has furnished the Trustee a Favorable Opinion of Tax Counsel to the effect that (a) the deposit of such cash or Government Obligations will not cause the Bonds to become “arbitrage bonds” under Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and (b) that all of the conditions precedent to the defeasance of the Bonds have been complied with, and (2) (a) notice of redemption of the Bond is given in accordance with the Indenture or, if the Bond is not to be redeemed or paid within the next 60 days, until the Company has given the Trustee, in form satisfactory to the Trustee, irrevocable instructions (i) to notify, as soon as practicable, the owner of the Bond, in accordance with the Indenture, that the deposit required by (a)(2) above has been made with the Trustee and that the Bond is deemed to be paid under the Indenture and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of the Bond, and premium, if any, and interest on such Bond, if the Bond is to be redeemed rather than paid and (ii) to give notice of redemption not less than 30 nor more than 60 days prior to the redemption date for such Bond or (b) the maturity date of the Bond.

“Government Obligations” means (i) noncallable direct obligations of the United States for which its full faith and credit are pledged, (ii) noncallable obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States, the timely payment of which is unconditionally guaranteed as a full faith and credit obligation of the United States or (iii) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (i) or (ii).

Amendment of the Indenture

Any amendment of the Indenture will be effected by a supplemental indenture entered into by the County and the Trustee. The County and the Trustee may enter into supplemental indentures without notice to or the consent of any Bondholder for the following purposes: (a) to cure any ambiguity, inconsistency, formal defect or omission; (b) to grant to the Trustee for the benefit of the Bondholders additional rights, remedies, powers or authority; (c) to subject to the Indenture additional collateral or to add other agreements of the County; (d) to modify the Indenture or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States; (e) to authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to the Indenture regarding exchangeability of the Bonds of different authorized denominations, redemptions of portions of the Bonds of particular authorized denominations and similar amendments and modifications of a technical nature; (f) to increase or decrease the number of days specified for the giving of notices of mandatory tender and to make corresponding changes to the period for notice of redemption of the Bonds; (g) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from a Book-Entry System for the Bonds; (h) to evidence the succession of a new Trustee or the appointment by the Trustee or the County of a co-trustee; (i) to make any change that does not materially adversely affect the rights of any Bondholder; or (j) to make any other changes to the Indenture that take effect as to any or all remarketed Bonds following a mandatory tender.

If an amendment or supplement to the Indenture or the Bonds without any consent of the Bondholders is not permitted under the Indenture, the County and the Trustee may enter into such amendment or supplement without prior notice to any Bondholders but with the consent of the holders of at least a majority in aggregate principal amount of the Bonds then outstanding. However, without the consent of each Bondholder affected thereby, no amendment or supplement may (a) extend the maturity of the principal of, or interest on, any Bond, (b) reduce the principal amount of, or rate of interest on, any Bond, (c) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (d) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement, (e) impair the exclusion from federal gross income of interest on any Bond, (f) eliminate the Bondholders’ rights to tender the Bonds, or any mandatory redemption or tender of the Bonds, extend the due date for the purchase of Bonds tendered by the Bondholders or call for mandatory redemption or tender or reduce the purchase or redemption price of such Bonds, (g) create a lien ranking prior to or on a parity with the lien of the Indenture on the property described in the Granting Clause of the Indenture or (h) deprive any Bondholder of the lien created by the Indenture on such property. In addition, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to the Indenture for the payment

of Bonds as described under “— Defeasance” above and those Bonds shall not have in fact been actually paid in full, no amendment to the defeasance provisions of the Indenture shall be made without the consent of the holder of each of those Bonds affected.

Amendment of the Agreement

The County may enter into, and the Trustee may consent to, any amendment of or supplement to the Agreement or the Note or may waive compliance by the Company of any provision of the Agreement or the Note, in each case without notice to or consent of any Bondholder if the amendment, supplement or waiver is required or permitted: (a) by the provisions of the Agreement or the Indenture; (b) to cure any ambiguity, inconsistency, formal defect or omission; (c) to identify more precisely the Project; (d) in connection with any authorized amendment of or supplement to the Indenture or (e) to make any change that, in the judgment of the Trustee, does not materially adversely affect the rights of any Bondholder.

Any other amendment, change or supplement of the Agreement or the terms of the Note may be entered into with the consent of the holders of at least a majority in aggregate principal amount of the Bonds at the time outstanding.

THE TRUSTEE

The Company maintains deposit accounts and other normal banking relationships with the Trustee and its affiliates. The Company borrows from such affiliates from time to time. The Trustee and its affiliates serve as trustees under other indentures providing for certain tax-exempt bonds for the benefit of the Company or certain securities of the Company.

THE REMARKETING AGREEMENT

Goldman, Sachs & Co. has been appointed as the Remarketing Agent for the Bonds. If, and to the extent the Company directs the Remarketing Agent to remarket Bonds delivered for purchase pursuant to the Indenture, the Remarketing Agent, pursuant to and subject to the provisions of a remarketing agreement with the Company (the “Remarketing Agreement”), will offer for sale and use reasonable efforts to sell such Bonds at a price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. The Remarketing Agent may resign by giving notice to the County, the Company and the Trustee (such resignation will be effective upon the appointment of a successor remarketing agent or 30 days after such notice has been sent) and may suspend remarketing upon the occurrence of certain events. The Company may remove the Remarketing Agent at any time upon 30 days’ notice and appoint a successor by notifying the Remarketing Agent, the County and the Trustee.

UNDERWRITING

Goldman, Sachs & Co. (the “Underwriter”) has agreed, subject to certain conditions, to purchase the Bonds from the County at a purchase price equal to 100% of the aggregate principal amount thereof. The Company will pay to the Underwriter a fee for its services in an amount equal to \$245,250.

The Underwriter has agreed to purchase the Bonds subject to all of the terms and conditions of a Purchase Contract with the County. The nature of the Underwriter’s obligation is such that it must purchase all of the Bonds if any Bonds are purchased. The Company will agree to indemnify the Underwriter against certain civil liabilities, including liabilities under federal securities laws.

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover page. After the initial public offering, the public offering price may be changed from time to time.

In connection with this offering and in compliance with applicable law and industry practice, the Underwriter may overallocate or effect transactions which stabilize, maintain or otherwise affect the market price of the Bonds at levels above those which might otherwise prevail in the open market, including by entering stabilizing bids. A stabilizing bid means the placing of any bid, or the effecting of any purchase, for the purpose of pegging, fixing or maintaining the price of a security. In general, purchases of a security for the purpose of stabilization could cause the price of the security to be higher than it might be in the absence of such purchases.

None of the County, the Company or the Underwriter makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Bonds. In addition, none of the County, the Company or the Underwriter makes any representation that the Underwriter will engage in such transactions or that such transactions, once commenced, will not be discontinued without notice.

In the ordinary course of their respective businesses, the Underwriter and its affiliates have engaged, and may in the future engage, in investment banking and commercial banking transactions with the Company and its affiliates.

TAX MATTERS

In the opinion of Balch & Bingham LLP, as Bond Counsel, which will be dated the date of issuance of the Bonds, under existing statutes, and under existing rulings and court decisions, applicable regulations and proposed regulations, interest on the Bonds is not includable in gross income for federal income tax purposes except for interest on any Bond for any period during which such Bond is held by a “substantial user” of the Project or a “related person” within the meaning of Section 147(a) of the Code. In addition, the opinion of Balch & Bingham LLP will state that the interest on the Bonds will not be treated as an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations and will not be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations. No opinion will be expressed with respect to any other federal tax consequences of the receipt or accrual of interest on, or ownership of, the Bonds. Bond Counsel has not undertaken to notify the County, the Trustee, the Company, the Underwriter or the owners of the Bonds of any change in law or fact after the date of such opinions which might affect any of the opinions expressed therein.

Ownership of the Bonds may result in other collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrift institutions and other financial institutions, foreign corporations which conduct a trade or business in the United States, property and casualty insurance corporations, S corporations, individual recipients of social security or railroad retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. Purchasers of the Bonds should consult their tax advisors as to the applicability of any such collateral consequences.

In concluding that the interest on the Bonds is not includable in gross income for federal income tax purposes, Balch & Bingham LLP will (i) rely as to certain factual matters upon representations and certifications of the Company with respect to the use of the proceeds of the Bonds, the design, scope, function, cost and economic useful life of the facilities constituting the Project, and the relationship of such facilities to the plant which they are designed to serve, without undertaking to verify the same by independent investigation, and (ii) assume continued compliance by the County and the Company with their respective covenants relating to the use of the proceeds of the Bonds and compliance with other requirements of the Code. The inaccuracy of any such representations or noncompliance with such covenants may cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

On the date of issuance of the Bonds, the County will issue and deliver its Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), First Series 2009 in the aggregate principal amount of \$65,000,000 (the “First Series 2009 Bonds”). The proceeds of the First Series 2009 Bonds will be loaned by the County to the Company to finance the Project. Under the provisions of the Code, the Bonds and the First Series 2009 Bonds will be aggregated and treated as a single issue of bonds for federal income tax purposes and the exclusion of the interest on the Bonds from gross income for federal income tax purposes will be dependent upon whether the interest on the

First Series 2009 Bonds is excluded from gross income for federal income tax purposes. Contemporaneously with the issuance and delivery of the First Series 2009 Bonds, Balch & Bingham LLP will deliver its opinion as bond counsel to the effect that the interest on the First Series 2009 Bonds is excludable from gross income for federal income tax purposes.

In the opinions of Balch & Bingham LLP and Lott & Associates, P.L., as Co-Bond Counsel, under existing statutes, interest on the Bonds is exempt from all present state income taxation within the State of Florida, except estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations.

The foregoing discussion is a general discussion of certain federal and state income tax consequences with respect to the Bonds and does not purport to deal with all tax questions that may be relevant to particular investors or circumstances, including purchasers of Bonds in the secondary market at a price other than the stated redemption price at maturity. Owners of Bonds should consult their own tax advisors with respect to such matters and with respect to the state and local tax consequences of any discount with respect to the Bonds.

SECONDARY MARKET INFORMATION

No financial statements or operating data concerning the County are included in this Official Statement and the County has not undertaken to provide any such information in the future.

The Company has agreed in the Remarketing Agreement that, prior to the commencement of a Commercial Paper Period or a Long-Term Interest Rate Period with respect to the Bonds or at such other time that Rule 15c-12(b)(5) under the 1934 Act becomes applicable to the Bonds, it will enter into a separate undertaking satisfactory to the Remarketing Agent with respect to the continuing disclosure requirements of such Rule.

LEGAL MATTERS

Legal matters incident to the authorization and issuance of the Bonds are subject to the approving opinion of Balch & Bingham LLP and Lott & Associates, P.L., as Co-Bond Counsel. Copies of such opinions will be available at the time of delivery of the Bonds. Certain legal matters, other than the validity of the Bonds and the exclusion from gross income for federal income tax purposes of interest thereon, will be passed upon for the Company by its counsel, Beggs & Lane, a Registered Limited Liability Partnership, Pensacola, Florida, and Troutman Sanders LLP, Atlanta, Georgia, and for the Underwriter by its counsel, Dewey & LeBoeuf LLP, New York, New York. From time to time, Dewey & LeBoeuf LLP acts as counsel to affiliates of the Company for some matters. Lott & Associates, P.L. has not undertaken any responsibility for the accuracy, completeness or fairness of this Official Statement.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida Administrative Code Rule 69W-400.003(1), adopted under and pursuant to the authority of Section 517.051(1), Florida Statutes, requires the County to disclose each default as to the payment of principal and interest with respect to obligations issued or guaranteed by the County after December 31, 1975. Fla. Admin. Code Rule 69W-400.003(2) provides, however, that if the County, in good faith, believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. Since the County believes that disclosure concerning defaults with regard to any of its other bonds would not be considered material by a reasonable investor in the Bonds, the County has not undertaken to contact the various trustees of other conduit bond issues of the County to determine the existence of prior defaults.

MISCELLANEOUS

Information, including certain financial statements, relating to the business and properties of the Company is included or incorporated by reference in Appendix A to this Official Statement and is hereby made a part hereof.

This Official Statement has been duly approved by Escambia County, Florida. **EXCEPT FOR INFORMATION CONCERNING THE COUNTY UNDER THE CAPTION “THE COUNTY” AND THE LAST SENTENCE UNDER THE CAPTION “DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS,” NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE COUNTY, AND THE COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.**

ESCAMBIA COUNTY, FLORIDA

By: /s/ Marie Young
Chairman of the Board of County Commissioners
of Escambia County, Florida

APPENDIX A

GULF POWER COMPANY

**THE INFORMATION CONTAINED HEREIN AS AN APPENDIX TO THE
OFFICIAL STATEMENT HAS BEEN OBTAINED FROM
GULF POWER COMPANY**

GULF POWER COMPANY

Gulf Power Company ("GULF") is a wholly-owned subsidiary of The Southern Company ("Southern"). It is engaged, within the northwestern portion of the State of Florida, in the generation and purchase of electricity and the transmission, distribution and sale of such electricity at retail in 71 communities (including Pensacola, Panama City and Fort Walton Beach), as well as in rural areas, and at wholesale to a nonaffiliated utility and a municipality. GULF was organized under the laws of the State of Maine on November 2, 1925, and was admitted to do business in Florida on January 15, 1926, in Mississippi on October 25, 1976 and in Georgia on November 20, 1984. Effective as of November 2, 2005, GULF was domesticated as a Florida corporation. Under the applicable laws of the State of Florida and the State of Maine, GULF's legal existence was uninterrupted, with only its state of incorporation changed. The principal executive offices of GULF are located at 500 Bayfront Parkway, Pensacola, Florida 32501, and the telephone number is (850) 444-6111.

AVAILABLE INFORMATION

GULF is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "Commission"). Such reports and other information can be inspected and copied, upon payment of a fee set by the Commission, at the Public Reference Room of the Commission, 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Information on the operation of the Public Reference Room may be obtained by calling the Commission at 1-800-SEC-0330. GULF's reports are also available on the internet through the Commission's EDGAR database at the Commission's website at <http://www.sec.gov>. Certain securities of GULF are listed on the New York Stock Exchange, and reports and other information concerning GULF can be inspected at the office of such Exchange.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, which have heretofore been filed by GULF with the Commission pursuant to the 1934 Act, are incorporated by reference in this Appendix and shall be deemed to be a part hereof:

1. Annual Report on Form 10-K for the year ended December 31, 2008 (the "Form 10-K").
2. Current Reports on Form 8-K dated January 22, 2009 and March 16, 2009.

All documents subsequently filed by GULF with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act prior to the termination of the offering hereunder shall be deemed to be incorporated by reference in this Appendix and to be made a part hereof from their respective dates of filing; provided, however, GULF is not incorporating any information furnished under Items 2.02 or 7.01 of any Current Report on Form 8-K unless specifically stated otherwise. Any statement contained in a document incorporated or deemed to be incorporated by reference herein as aforesaid shall be deemed to be modified or superseded for purposes of this Appendix to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Appendix.

GULF hereby undertakes to provide without charge to each person to whom a copy of this Official Statement has been delivered, on the written or oral request of any such person, a copy of any or all of the documents referred to above which have been or may be incorporated by reference in this Appendix, other than exhibits to such documents. Requests for such copies should be directed to Susan D. Ritenour, Secretary and Treasurer, Gulf Power Company, One Energy Place, Pensacola, Florida 32520-0780, telephone (850) 444-6111.

RISK FACTORS

Investing in the Bonds involves risk. Please see the risk factors in the Form 10-K which is incorporated by reference in this Appendix. Before making an investment decision, you should carefully consider these risks as well as the other information contained or incorporated by reference in this Appendix. The risks and uncertainties not presently known to GULF or that GULF currently deems immaterial may also impair its business operations, its financial results and the value of the Bonds.

SELECTED INFORMATION

Gulf Power Company

Business..... Generation, transmission, distribution and sale of electric energy
Service Area Approximately 7,400 square miles within the northwestern portion of the State of Florida
Customers at December 31, 2008..... 427,929
Generating Capacity at December 31, 2008 (kilowatts).... 2,659,400
Sources of Generation during 2008 (kilowatt-hours) Coal (84%), Gas (16%)

Selected Financial Information

The following selected financial data for each of the years ended December 31, 2004 through December 31, 2008 has been derived from GULF's audited financial statements and related notes and the unaudited selected financial data, incorporated by reference in this Appendix. The information set forth below is qualified in its entirety by reference to and, therefore, should be read together with management's discussion and analysis of results of operations and financial condition, the financial statements and related notes and other financial information incorporated by reference in this Appendix.

	Year Ended December 31,				
	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
	(Thousands, Except Ratios)				
Operating Revenues	\$960,131	\$1,083,622	\$1,203,914	\$1,259,808	\$1,387,203
Earnings Before Income Taxes	108,135	120,951	124,582	135,082	158,651
Net Income After Dividends on Preferred and Preference Stock	68,223	75,209	75,989	84,118	98,345
Ratio of Earnings to Fixed Charges (1)	3.93	3.96	3.81	3.95	4.37
<div>Capitalization as of December 31, 2008</div>					
			<u>Actual</u>	<u>As Adjusted (2)</u>	
			(Thousands, Except Percentages)		
Common Stock Equity			\$822,092	\$957,092	47.0%
Non-Cumulative Preference Stock			97,998	97,998	4.8%
Senior Notes			110,000	110,000	5.4%
Other Long-Term Debt			<u>739,265</u>	<u>869,665</u>	<u>42.8%</u>
Total, excluding amounts due within one year			\$1,769,355	\$2,034,755	100.0%

- (1) This ratio is computed as follows: (i) "Earnings" have been calculated by adding to "Earnings Before Income Taxes" "Interest expense, net of amounts capitalized," "Distributions on mandatorily redeemable preferred securities" and the debt portion of allowance for funds used during construction; and (ii) "Fixed Charges" consist of "Interest expense, net of

amounts capitalized,” “Distributions on mandatorily redeemable preferred securities” and the debt portion of allowance for funds used during construction.

- (2) Reflects: (i) the issuance in January 2009 of \$135,000,000 of common stock to Southern; (ii) the proposed issuance of \$65,400,000 aggregate principal amount of the Bonds offered hereby; and (iii) the proposed issuance of \$65,000,000 aggregate principal amount of the Escambia County, Florida Solid Waste Disposal Revenue Bonds (Gulf Power Company Project), First Series 2009.