

DOC# 20140025434 B: 10690 P: 2571
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Rec Fee: \$35.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: BROAD AND CASSEL

This instrument was prepared by or under the
supervision of (and after recording should be returned to):

Joseph B. Stanton, Esq.
Broad and Cassel
390 N. Orange Ave.
Suite 1400
Orlando, Florida 32801

(Space reserved for Clerk of Court)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated this 5th day of November, 2013, is made by and between INDIAN RIVER COUNTY, FLORIDA (the "County") and the FLORIDA DEVELOPMENT FINANCE CORPORATION (the "FDFC").

WHEREAS, the Legislature of the State of Florida (the "Legislature") adopted the Florida Development Finance Corporation Act of 1993 (the "Act"); and

WHEREAS, the Legislature determined that it was necessary, in order to achieve the purposes of the Act, as amended, to create a special development finance authority to cooperate and act in conjunction with public agencies of Florida's state and local governments through interlocal agreements pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (the "Interlocal Act"), in the promotion and advancement of projects related to economic development throughout the State of Florida (the "State"); and

WHEREAS, the County and the FDFC wish to achieve the purposes set forth in Section 288.9602, Florida Statutes; and

WHEREAS, pursuant to the Act the FDFC was created, with the power to function for any purposes of the Act within the corporate limits of any public agency once it has entered into an interlocal agreement with that public agency; and

WHEREAS, the County desires to enter into an interlocal agreement with the FDFC to allow the FDFC to act within the corporate limits of the County.

NOW, THEREFORE, the County and the FDFC agree as follows:

Section 1. Authorization to Act

The County and the FDFC agree that the FDFC will have the full right, power and authority to exercise all powers set forth in the Act within the County's corporate limits; provided, however, that the Board of County Commissioners of Indian River County reserves the right to consent to each project to be financed within the jurisdictional limits of the County, and to adopt and amend policies applicable to obtaining the consent required herein. The County hereby consents to the

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issuance by FDFC of its Revenue Bonds (the "Bonds") pursuant to this Interlocal Agreement, the proceeds of which will be loaned to Allied Fiber, LLC and/or one or more of its affiliates, subsidiaries or related entities, including without limitation, Allied Fiber-Florida, LLC, for the purpose of financing or refinancing the acquisition, construction, equipping and development activities associated with laying and installing fiber optic cable along the east coast of Florida.

Section 2. Costs and Indebtedness

The FDFC will be solely responsible for all indebtedness, liabilities, costs or expenses of the FDFC as permitted pursuant to the Act. The County will not be responsible for any indebtedness, liabilities, costs or expenses of the FDFC. All recording fees relating to the recording of this Agreement shall be the exclusive responsibility of FDFC.

Bonds, notes or other indebtedness issued by FDFC:

- a. will not constitute and will not be construed as a debt, liability, or obligation of the County, the State or any subdivision thereof;
- b. will not constitute and will not be construed as a pledge of the faith and credit or any taxing power of the County or the State or any subdivision thereof; and
- c. will be limited obligations of the FDFC payable solely from and secured by a pledge of payments made by the FDFC and other funds provided therefore;
- d. will not reference in any context, except for geographic purposes, the political subdivision of the State known as Indian River County on or within said bond, note or other form of indebtedness.

Section 3. Notification to County

The FDFC shall notify the County Administrator and the County Economic Development Council within twenty (20) days of receipt of an application for financing pursuant to the Act for projects located in the County.

Section 4. FDFC Operations

The FDFC will be responsible for administering its own affairs pursuant to the Act and this Agreement and will not be required to obtain any further approval, consent or authorization from the County, except as the Act or any other provision of applicable law or this Agreement may provide.

Section 5. Effective Date of Agreement

This Agreement is effective upon being filed with the Clerk of the Circuit Court of Indian River County, as required by law.

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Section 6. Duration of Agreement

The term of this Agreement will be for a one year period and shall automatically be renewed each year for an additional one year period unless the County or the FDFC provide written notice to the other party that the party wishes to terminate this Agreement. If that notice has been provided, this Agreement will terminate on or before sixty (60) days from the receipt of the notice. Such termination shall not affect any Bonds, notes or other indebtedness issued by FDFC pursuant to this Agreement prior to the effective date of any termination of this Agreement.

Section 7. Severability

If any one or more of the sections of this Agreement are held to be contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, contrary to any express provision or provision of public policy or for any reason held invalid, then those sections will be null and void and will be deemed separate from any other sections of this Agreement.

Section 8. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the County and the FDFC have caused this Agreement to be executed by their duly authorized representatives.

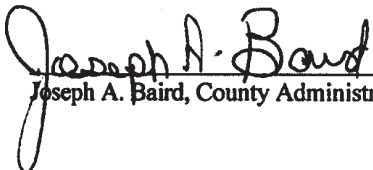
APPROVED this 5th day of November, 2013.

ATTEST: Jeffrey R. Smith, Clerk of
Court and Comptroller

By: 

Deputy Clerk

Approved:


Joseph A. Baird, County Administrator

BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY ("County")

By: 

Joseph E. Flescher, Chairman

Approved as to form and legal sufficiency


Dylan Reingold, County Attorney



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FLORIDA DEVELOPMENT FINANCE
CORPORATIONBy: [Signature]Its: EXECUTIVE DIRECTORSTATE OF FLORIDA
COUNTY OF OrangeSWORN TO AND SUBSCRIBED before me this 28 day of October, 2013
by Bill Spivey,X who is personally known to me or
who produced _____ as identification.Linda Le Truong
Signature of Notary PublicLinda Le Truong
(Print Name of Notary Public)Commission Expires: May 23, 2017Commission # FF0209034814-5009-5638.3
39753/0042 RMA

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STATE OF FLORIDA
INDIAN RIVER COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE. THIS
ORIGINAL MAY HAVE REDACTED INFORMATION AS STATED
IN FLORIDA STATUTE 119.07BY J.R. SMITH, CLERK
DEPUTY CLERK
DATE 11/14/2013