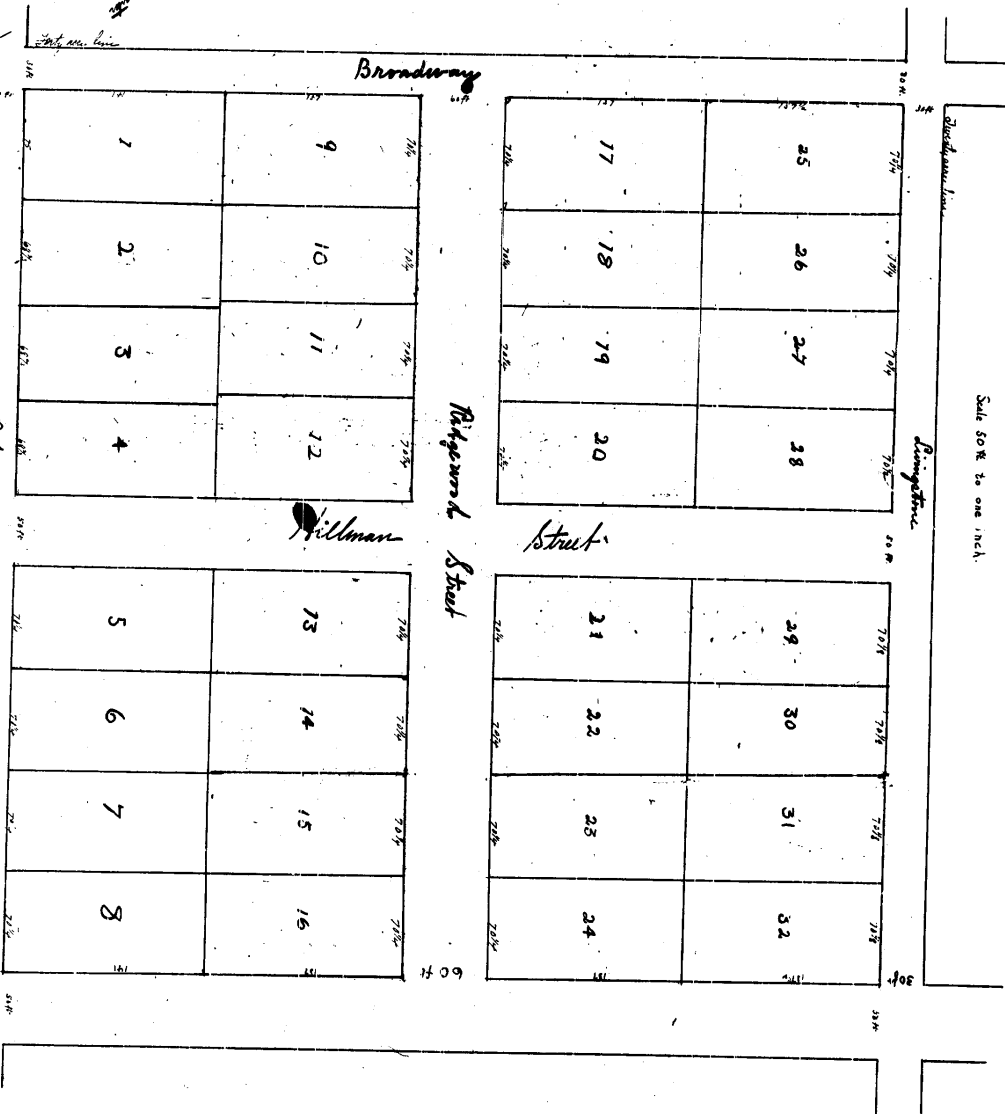


Original of T. L. Lumber

ORANGE COUNTY, FLORIDA

Scale 50 ft. to one inch.



Re-recorded to correct plat recorded
in Plat Book "B" page 20, on June 10th, 1907.

Filed in Office and re-recorded this July 13th, 1908.

BY *B. M. Johnson* Clerk.
W. A. Johnson D. C.

Map of Hillman's Addition to the City of Orange, Florida, showing the southeast
quarter of the southeast quarter of Section 25 Township 22 South Range 20 E.
The South portion of said Addition being a portion of parent's addition to Orange, which said parent's
addition is shown on Plat Book C page 12 Orange County Records.

This is to take the place of plat recorded on page 14 Plat Book D Orange County Records.

1 AN ORDINANCE VACATING, CLOSING AND ABANDONING A PORTION OF
2 THE RIGHT-OF-WAY OF RIDGEWOOD STREET FROM THE WEST RIGHT-
3 OF-WAY LINE OF CATHCART AVENUE TO THE EAST RIGHT-OF-WAY
4 LINE OF HILLMAN AVENUE, AS REQUESTED BY THE PROPERTY OWNER;
5 AUTHORIZING EXECUTION OF EFFECTING DOCUMENTS; PROVIDING FOR
6 SEVERABILITY AND AN EFFECTIVE DATE.

7
8 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORLANDO,
9 FLORIDA:

10 SECTION ONE: It is hereby determined that the property
11 hereinafter described is no longer useful or needed as a right-
12 of-way, and it is in the public interest that said property be
13 abandoned, vacated and closed as a right-of-way and as a public
14 property and be released from any and every public right, use,
15 title and interest, except as hereinafter provided. The
16 following described property be, and the same is hereby vacated,
17 closed and abandoned as a right-of-way, and said property be,
18 and the same is hereby released and discharged of any and every
19 public right, use, title and interest of the City of Orlando,
20 for right-of-way purposes, except and subject to:

- 21 (1) any easements of record; and
22 (2) utility easements, bicycle and pedestrian easements,
23 which are hereby retained by the City,

24 over, under and across the following described property, said
25 property lying and being in Orange County, Florida, and more
particularly described as follows, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

City Council Meeting: 3-11-96
Item: 11 Documentary: 29209

Return to:
Grace A. Chewning, City Clerk
400 S. Orange Ave.
Orlando, FL 32801

1 SECTION TWO: The bicycle easement and the pedestrian
2 easement shall be maintained at all times by the adjacent
3 property owner.

4 SECTION THREE: Any physical improvements within the
5 abandoned right-of-way shall be subject to review and approval
6 by the Transportation Engineering Bureau and the Appearance
7 Review Officer.

8 SECTION FOUR: The Mayor and City Clerk of the City of
9 Orlando, be and they are hereby authorized and directed to
10 execute such instruments as may be necessary or required to show
11 that said right-of-way has been absolutely and completely
12 abandoned, but retained as a general utility easement, bicycle
13 and pedestrian easement.

14 SECTION FIVE: If any section, subsection, sentence,
15 clause, phrase or portion of this ordinance is for any reason
16 held invalid or unconstitutional by any court of competent
17 jurisdiction, such portion shall be deemed a separate, distinct,
18 and independent provision and such holding shall not affect the
19 validity of the remaining portion hereof.

20 SECTION SIX: This ordinance shall take effect immediately
21 upon its passage.

22
23 ADVERTISED: February 29, 1976.

24 READ FIRST TIME: February 26, 1976.

1 READ SECOND TIME AND ADOPTED: March 11, 1996.

2
3 Sheldon B. Watson
4 Mayor/Pro Tem: Sheldon B. Watson
400 S. Orange Avenue
Orlando, FL 32801

5 ATTEST:

6 Grace A. Chewning
7 Grace A. Chewning, City Clerk
400 S. Orange Avenue
Orlando, FL 32801

8 APPROVED AS TO FORM AND LEGALITY
9 for the use and reliance of the
10 City of Orlando, Florida, only.
11 March 11, 1996.

12 Robert L. Hamilton
13 Robert L. Hamilton
City Attorney
Orlando, Florida

14 STATE OF FLORIDA
15 COUNTY OF ORANGE

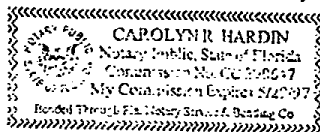
16 PERSONALLY appeared before me, the undersigned authority,
17 Sheldon B. Watson and Grace A. Chewning, well known to me and
18 known by me to be the Mayor/Pro Tem and City Clerk,
19 respectively, of the CITY OF ORLANDO, and acknowledged before me
20 that they executed the foregoing instrument on behalf of the
21 CITY OF ORLANDO, as its true act and deed, and that they were
22 duly authorized so to do.

23 WITNESS my hand and official seal this 11th day of
24 March, 1996.

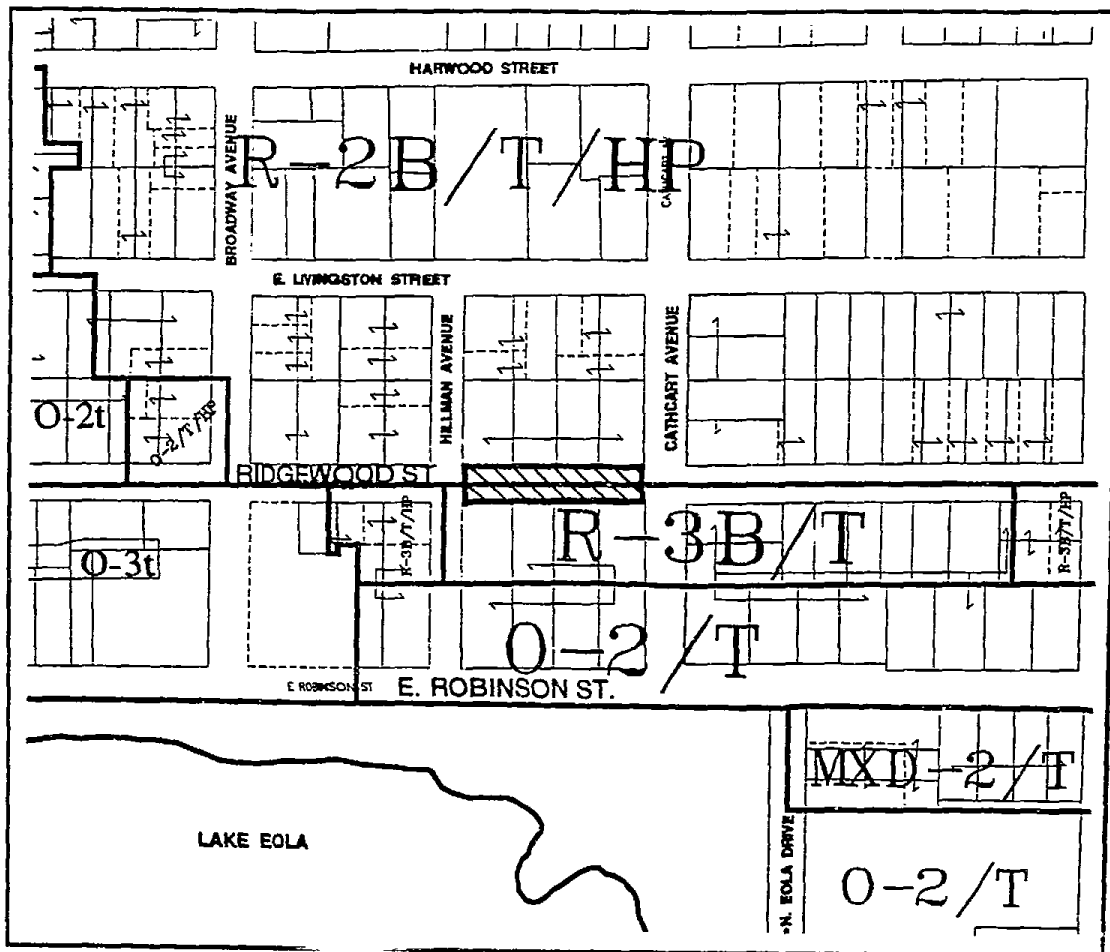
25 Carolyn R. Hardin
26 Notary Public Carolyn R. Hardin
27 My Commission Expires: 5/29/97

28 THIS INSTRUMENT PREPARED BY:

29 Jean Roush-Burnett
30 Chief Assistant City Attorney
31 City of Orlando
32 400 S. Orange Avenue
33 Orlando, Florida 32801
34 (407) 246-2295



35 OR Bk 5028 Pg 4039
36 Orange Co FL 5549646



 Subject Property

OR Bk 5028 Pg 4040
Orange Co FL 3349646
Record Verified - Martha G. Haynie



St. James Cathedral
MPB #95-205

1 AN ORDINANCE VACATING, CLOSING AND ABANDONING A PORTION OF
2 THE RIGHT-OF-WAY OF RIDGEWOOD STREET FROM THE WEST RIGHT-
3 OF-WAY LINE OF CATHCART AVENUE TO THE EAST RIGHT-OF-WAY
4 LINE OF HILLMAN AVENUE, AS REQUESTED BY THE PROPERTY OWNER;
5 AUTHORIZING EXECUTION OF EFFECTING DOCUMENTS; PROVIDING FOR
6 SEVERABILITY AND AN EFFECTIVE DATE.

7
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9 FLORIDA:

10 SECTION ONE: It is hereby determined that the property
11 hereinafter described is no longer useful or needed as a right-
12 of-way, and it is in the public interest that said property be
13 abandoned, vacated and closed as a right-of-way and as a public
14 property and be released from any and every public right, use,
15 title and interest, except as hereinafter provided. The
16 following described property be, and the same is hereby vacated,
17 closed and abandoned as a right-of-way, and said property be,
18 and the same is hereby released and discharged of any and every
19 public right, use, title and interest of the City of Orlando, Florida,
20 for right-of-way purposes, except and subject to:
21

(1) any easements of record; and

22 (2) utility easements, bicycle and pedestrian easements,
23 which are hereby retained by the City,

24 over, under and across the following described property, said
25 property lying and being in Orange County, Florida, and more
particularly described as follows, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

City Council Meeting: 3-11-96
Item: 11 Documentary: 29209

Return to:
Grace A. Channing, City Clerk
400 S. Orange Ave.
Orlando, FL 32801

1 SECTION TWO: The bicycle easement and the pedestrian
2 easement shall be maintained at all times by the adjacent
3 property owner.

4 SECTION THREE: Any physical improvements within the
5 abandoned right-of-way shall be subject to review and approval
6 by the Transportation Engineering Bureau and the Appearance
7 Review Officer.

8 SECTION FOUR: The Mayor and City Clerk of the City of
9 Orlando, be and they are hereby authorized and directed to
10 execute such instruments as may be necessary or required to show
11 that said right-of-way has been absolutely and completely
12 abandoned, but retained as a general utility easement, bicycle
13 and pedestrian easement.

14 SECTION FIVE: If any section, subsection, sentence,
15 clause, phrase or portion of this ordinance is for any reason
16 held invalid or unconstitutional by any court of competent
17 jurisdiction, such portion shall be deemed a separate, distinct,
18 and independent provision and such holding shall not affect the
19 validity of the remaining portion hereof.

20 SECTION SIX: This ordinance shall take effect immediately.
21 upon its passage. OR BK 5035 Pg 4357
Orange Co FL 3365969

22
23 ADVERTISED: February 29, 1976.

24 READ FIRST TIME: February 26, 1976.
25
26
27

1 READ SECOND TIME AND ADOPTED: March 11, 1996.

2
3 Sheldon B. Watson
Mayor/Pro Tem: Sheldon B. Watson
400 S. Orange Avenue
Orlando, FL 32801

OR Bk 5035 Pg 4358
Orange Co FL 5565969

5 Grace A. Chewning
6 Grace A. Chewning, City Clerk
400 S. Orange Avenue
7 Orlando, FL 32801

8 APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.
9 March 11, 1996.

10 Robert L. Hamilton
11 Robert L. Hamilton
City Attorney
Orlando, Florida

12 STATE OF FLORIDA
13 COUNTY OF ORANGE

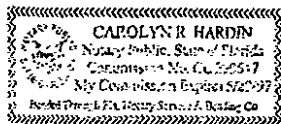
14 PERSONALLY appeared before me, the undersigned authority,
15 Sheldon B. Watson and Grace A. Chewning, well known to me and
known by me to be the Mayor/Pro Tem and City Clerk,
16 respectively, of the CITY OF ORLANDO, and acknowledged before me
that they executed the foregoing instrument on behalf of the
CITY OF ORLANDO, as its true act and deed, and that they were
duly authorized so to do.

17 WITNESS my hand and official seal this 11th day of
18 March, 1996.

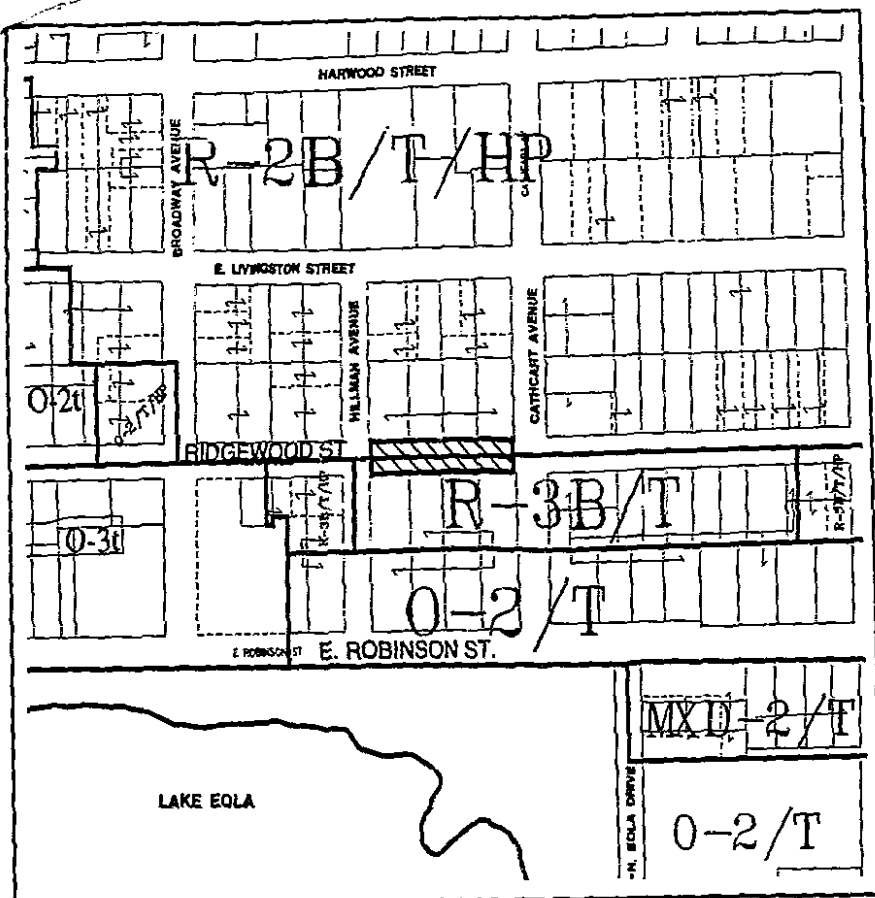
19 Carolyn R. Hardin
20 Notary Public Carolyn R. Hardin
21 My Commission Expires: 5/29/97

22 THIS INSTRUMENT PREPARED BY:

23 Jean Roush-Burnett
24 Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
25 Orlando, Florida 32801
26 (407) 246-2295
27



OR Bk 5028 Pg 4039
Orange Co FL 5549646



OR BK 5028 Pg 4040
Orange Co FL 5549646

Record Verified - Martha D. Haynie

 Subject Property



OR BK 5035 Pg 4359
Orange Co FL 5565969

St. James Cathedral
MPB #95-205

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS



CITY OF ORLANDO
MUNICIPAL PLANNING BOARD
VERIFIED LEGAL DESCRIPTION

The following legal description has been prepared by Transportation Consulting Group and submitted to the City Planning Bureau for verification.

[Signature]
Signature
8-25-95
Date

This description has been reviewed by the Bureau of Engineering and is acceptable based on a comparison with:

Recorded Plat
& Survey Data
By E. P. [unclear] Date 2/16/94

APPLICATION REQUEST (OFFICE USE ONLY):

FILE NO. PS-205

ABANDONMENT, ST. JAMES CATHEDRAL, RIDGEWOOD STREET FROM THE WEST R-O-LINE OF CATHCART AVE. TO THE EAST R-O-W LINE OF HILLMAN AVE.

LEGAL DESCRIPTION (TO BE TYPED BY APPLICANT):

OR Bk 5035 Pg 4360
Orange Co FL 5365969
Recorded - Martha O. Haynie

Ridgewood Street between the east right of way line of Hillman Avenue and the west right of way line of Cathcart Avenue proceeding 60 ft wide between back of sidewalks of Ridgewood Street at a bearing of S 39° 45' 43" E. for 282.16 ft.

(See attached boundary survey)

"Exhibit A"

DEPARTMENT AS IS

THIS INSTRUMENT PREPARED BY

Terence J. Delahunty, Esq.
FOLEY & LARDNER
111 North Orange Avenue, Suite 1800
Post Office Box 2193
Orlando, FL 32802-2193
(407) 423-7656

Orange Co FL 5549647
03/19/96 11:25:27am
OR Bk 5028 Pg 4041
Rec 19.50

For Recording Purposes Only

RESTRICTION

THIS DEED RESTRICTION ("Restriction") made this 11th day of March, 1996 by Norbert M. Dorsey, Catholic Bishop of the Diocese of Orlando, Florida, a corporation sole (the "Bishop").

WITNESSETH:

WHEREAS, pursuant to Ordinance No. 96-3209, (the "Ordinance") adopted by the City Council of the City of Orlando (the "City") on March 11, 1996, the City vacated a right-of-way located in Orange County, Florida, the description of which is more particularly described in Exhibit "A" attached hereby and made a part hereof (the "Property"); and

WHEREAS, St. James Cathedral School (the "School") intends to use the Property in connection with certain improvements, renovations and expansion of its existing school facilities which are located on property (the "School Property") which is located on both sides of, and adjacent to the Property and which is graphically depicted on Exhibit "B", attached hereto; and

WHEREAS, pursuant to the Ordinance, fee title to the Property is vested in the Bishop and his successors in office; and

WHEREAS, the Bishop wishes to impose certain restrictions and covenants on the Property, as set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Bishop hereby imposes the following restrictions on the Property:

1. The Bishop agrees that the Property shall be used in conjunction with the educational or instructional activities of the School Property, and will not be used for commercial purposes provided, however, that nothing herein shall pertain to, or be affected by, the current or future use of any other property owned by the Bishop, which is located adjacent to or in the vicinity of the Property. In the event the portion of the School Property adjacent to the Property ceases to be used in some manner as an educational or instructional facility for a period in excess of six (6) months, or if the School Property is sold, conveyed or abandoned by the Bishop, then the City, or its successors in interest, at its sole cost and expense, shall be entitled to retake possession of the Property, for use as a public right-of-way only, with full right to construct, operate and maintain a public roadway thereon, together with sidewalks, transportation signal devices, municipal and public utilities and other appurtenant facilities.

2. In connection with the foregoing, the City shall be entitled to obtain an order of court of appropriate jurisdiction quieting title to the Property, confirming title therein to be vested in the City and authorizing the filing of any such instruments in the Public Records of Orange County confirming the ownership thereof.

(Ridgewood)

City Council Meeting: 3-11-96
Item: 11 Document: 29209-1

RETURN TO:
Grace A. Channing, City Clerk
400 S. Orange Ave.
Orlando, FL 32801

3. This Restriction is and shall be effective simultaneously with the enactment of the Ordinance and shall continue in perpetuity, unless sooner terminated pursuant to the terms hereof, or by the mutual written agreement of the City and the Bishop, or their successors or assigns.

4. The City is authorized to record this Restriction among the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the undersigned has set his hand and seal on the day and date first written above.

Norbert M. Dorsey
Norbert M. Dorsey
Bishop, Orlando Diocese of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of March, 1996, by Norbert M. Dorsey, The Bishop of the Catholic Diocese of Orlando. Such person did not take an oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

Sharon J. Molthen
Signature of Notary

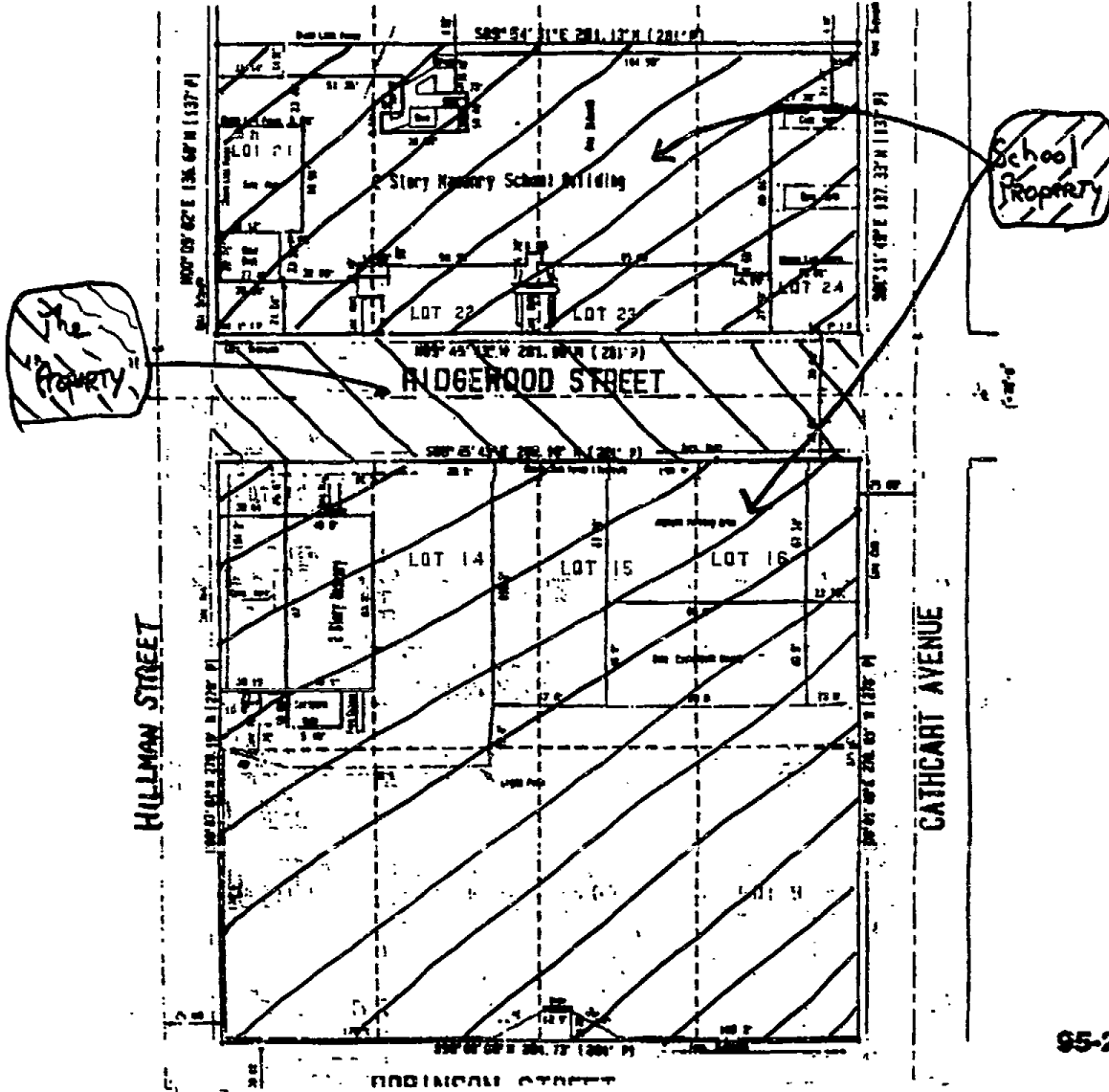
OFFICIAL NOTARY SEAL
SHARON J. MOLTEN
COMMISSION NUMBER
CC 277408
MY COMMISSION EXP.
MAY 7, 1997
Name of Notary _____
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

EXHIBIT "A"

That portion of the publicly dedicated right-of-way of Ridgewood Street lying between the western right-of-way of Cathcart Avenue and the easterly right-of-way line of Hillman Avenue, lying and located in Section 25, Township 22 South, Range 29 East Orange County, Florida.

Recorded - Martha O. Haynie

EXHIBIT B



95-205

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

CFN 2008215325, OR BK 5898 PAGE 2995,
Recorded 11/14/2008 at 08:21 AM, Scott Ellis, Clerk of
Courts, Brevard County

Pgs:8

DOC # 20080695855 B: 9790 P: 4931

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

11/14/2008 04:28:54 PM Page 1 of 8
Rec Fee: \$69.50 Doc Type: AGM
Deed Doc Tax: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: BROAD & CASSEL

rk of Court)



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated as of October 28, 2008, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Authority"), a public body corporate and politic of the State of Florida and BREVARD COUNTY, FLORIDA (the "County"), a municipal corporation created and existing pursuant to the Constitution and laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Chapter 159, Parts I, II and III, Florida Statutes (as applicable), the Authority and the County are authorized to issue bonds to finance or refinance the acquisition, construction and equipping of authorized projects, including without limitation, educational facilities, social service centers and real property; and

WHEREAS, the Authority and the County each constitutes a "public agency" within the meaning of Section 163.1, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") has requested that the Authority and the County enter into this Agreement to authorize the Authority to issue not to exceed \$65,000,000 Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida, Projects), Series 2008 (the "Bonds") in one or more series, for the purpose of financing and/or refinancing the acquisition, construction, renovation, improvement and/or equipping of: (i) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (ii) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (iii) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (iv) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (v) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (vi) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (vii) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (viii) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (ix) an educational facility located at 2600 S.W. 42nd Street, Ocala, Marion County, Florida; (x) an education facility located at 210 W. Lemon Street, Lakeland, Polk County, Florida; (xi) an educational facility located at 3110

Highway 92 East, Lakeland, Polk County, Florida; (xii) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (xiii) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"); and

WHEREAS, the Bonds will initially be secured, in part, by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by Wachovia Bank, National Association, or another financial institution, that will guarantee the payment of principal and interest on the Bonds in accordance with the terms of the Letter of Credit; and

WHEREAS, approximately \$3,000,000 of the principal amount of the Bonds is to be applied to financing and/or refinancing of the portions of the Project located in the County (the "Brevard County Projects"), such financing to result in significant cost savings to the Diocese over the issuance and sale of separate bonds by the Authority and the County in order to finance the Project; and

WHEREAS, the Authority and the County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on September 16, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Authority approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement and on October 7, 2008, the Board of County Commissioners of Orange County, Florida, (the "Orange County Board") which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), over the area in which a portion of the Project to be financed in Orange County, Florida ("Orange County") will be located, approved the issuance of the Bonds; and

WHEREAS, on October 28, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of the County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Brevard County Projects will be located, approved this Agreement, the issuance of the Bonds by the Authority and the application of the proceeds thereof; and

WHEREAS, the Interlocal Act authorizes the Authority and the County to enter into this Agreement and confers upon the Authority authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Brevard County Projects through a loan of such proceeds to the Diocese; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Authority for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Diocese has agreed to indemnify the Authority and the County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Authorization to Issue the Bonds. The Orange County Board authorized the Authority to issue the Bonds in an aggregate principal amount not exceeding \$65,000,000 and to loan the proceeds thereof to the Diocese and/or an affiliate or related entity thereto (collectively the "Borrower") to finance or refinance the Project, with up to \$3,000,000 of such proceeds to be applied to finance the Brevard County Projects. The Authority and the County do hereby agree that the Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the County which are necessary or convenient for the issuance of the Bonds and the financing of the Project to the same extent as if the County were issuing its own obligations for such purposes without any further authorization from the County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Authority be vested, to the maximum extent permitted by law, with all powers which the County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance and/or refinance the Brevard County Projects as though the County were issuing such Bonds as its own special limited obligations.

SECTION 2. Qualifying Project; Representations.

A. The parties hereto represent that each of the projects within their respective jurisdictions constitutes a "Project" as such term is used in Parts II and III, Chapter 159, Florida Statutes,

B. The Authority hereby represents, determines and agrees as follows:

1. The components of the Project located within Orange County are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Orange County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida (the "State") and its people.

2. No financing for the projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts I, II and III, Chapter 159, Florida Statutes, and such other responsibilities as may be imposed under the financing agreement.

3. Orange County will be able to cope satisfactorily with the impact of the portions of the Project located in Orange County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the portions of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

4. Adequate provision will be made in the financing agreements for the operation, repair and maintenance of the Project at the expense of the Diocese and for the payment of principal of and interest on the Bonds.

C. The County hereby represents, determines and agrees as follows:

1. The Brevard County Projects are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.

2. The County will be able to cope satisfactorily with the impact of the Brevard County Projects and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Brevard County Projects and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of the Authority or the County; Limited Obligation of the Authority. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the County or the Authority in his or her individual capacity and no member, officer, agent or employee of the County or the Authority shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. The Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to an indenture of trust related to the Bonds. Neither the County nor the Authority shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the County, the Authority or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Diocese.

SECTION 6. Indemnity. The Diocese, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the County and the Authority, their respective officers, employees and agents, from and against any and all losses, claims,

damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Authority, arising from the willful misconduct or gross negligence of the Authority, and, in the case of the County, arising from the willful misconduct or gross negligence of the County.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Sections 1 and 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Diocese or its authorized agent or representative with the Clerk of the Circuit Court of Brevard County, Florida, and with the Clerk of the Circuit Court of Orange County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until executed by both parties and so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: 

Name: Gina E. Dole

Title: Chairman

(SEAL)

ATTEST

By: 


Name: Michael L. Bobroff

Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of November, 2008, by Gina E. Dole, Chairman of the Orange County Industrial Development Authority, who is personally known to me/has produced as identification.

(SEAL)


Printed/Typed Name: _____

Notary Public-State of Florida

Commission Number: _____



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

BREVARD COUNTY, FLORIDA

(SEAL)

ATTEST

By: *Scott Ellis*

Name: Scott Ellis

Title: Clerk

By: *Truman Scarborough*

Name: Truman Scarborough

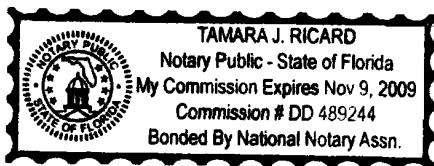
Title: Chairman

As approved by the Board 10/28/08

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28 day of October, 2008, by Truman Scarborough, Chairman of Brevard County, Florida, who is personally known to me/has produced _____ as identification.




(SEAL)

Tamara J. Ricard
Printed/Typed Name: Tamara J. Ricard
Notary Public-State of Florida
Commission Number: _____

APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE

Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, and his successor in office, hereby approve this Interlocal Agreement and acknowledge their acceptance of their obligations arising thereunder, including, without limitation, their obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

**ROMAN CATHOLIC DIOCESE OF
ORLANDO, FLORIDA**

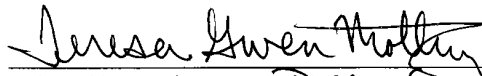
By: 
Bryan Joseph, Chief Financial Officer for Thomas
G. Wenski, as Bishop of the Diocese of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by **Bryan Joseph, Chief Financial Officer, for Thomas G. Wenski, Bishop of the Catholic Diocese of Orlando, Florida**, who is personally known to me/~~has~~ produced FL Driver License as identification.

(SEAL)

TERESA GWEN MOTLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD785552
EXPIRES 5/5/2012
BONDED THRU 1-888-NOTARY1


Printed/Typed Name: Teresa Gwen Motley
Notary Public-State of Florida
Commission Number: DD785552

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

DOC# 20120128117 B: 10344 P: 4996
03/09/2012 11:33:07 AM Page 1 of 14
Rec Fee: \$120.50
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



FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment") dated as of January 10, 2012, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Issuer"), a public body corporate and politic of the State of Florida and BREVARD COUNTY, FLORIDA ("Brevard County"), a political subdivision created and existing pursuant to the Constitution and laws of the State of Florida.

WITNESSETH:

WHEREAS, on October 28, 2008, the Issuer and Brevard County entered into that certain Interlocal Agreement attached hereto as Appendix "A" (the "Interlocal Agreement") in connection with the issuance by the Issuer of its Industrial Development Revenue Bonds (Diocese of Orlando, Florida Project), Series 2008 (the "Bonds"); and

WHEREAS, unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meanings as set forth in the Interlocal Agreement; and

WHEREAS, due to recent volatility in the market for the Bonds, Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") and Catholic Charities of Central Florida, Inc., a not-for-profit Florida corporation ("Catholic Charities"), have applied to the Issuer for the issuance of a series of industrial development refunding revenue bonds (the "Refunding Bonds") for the purpose of refunding the Bonds in their entirety and refinancing the Project, as defined in the Interlocal Agreement, including the portions of the Project located in Brevard County; and

WHEREAS, the Refunding Bonds will be sold by private placement to Wells Fargo Bank, N.A., pursuant to a Trust Indenture and Loan Agreement among Wells Fargo Bank, N.A., the Diocese, Catholic Charities, and the Issuer (the "Trust Indenture" and "Loan Agreement"); and

WHEREAS, on January 10, 2012, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of Brevard County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Brevard County Projects will be located, approved this Amendment, the issuance of the Refunding Bonds by the Orange Authority and the application of the proceeds thereof; and

OR BK 6531 PG 1857

WHEREAS, in order for the Issuer to issue the Refunding Bonds, it is necessary for the Issuer and Brevard County to amend the terms of the Interlocal Agreement to permit the issuer to issue the Refunding Bonds;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Amendment to the Interlocal Agreement. The Interlocal Agreement is hereby amended to authorize the issuance by the Issuer of the Refunding Bonds and any other issuance of refunding bonds solely for the purpose of refunding the Bonds and paying certain costs of issuance associated with the issuance of the Refunding Bonds.

SECTION 2. Remaining Terms. Except as amended hereby, the terms and provisions of the Interlocal Agreement shall remain in full force and effect and any reference in the Interlocal Agreement to "Bonds" shall be deemed to refer to the "Bonds or any Refunding Bonds". The Interlocal Agreement, as amended by this Amendment shall remain in full force and effect for the period that the Bonds or Refunding Bonds remain outstanding.

SECTION 3. Execution in Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]

OR BK 6531 PG 1858

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

By: *Gina E. Dole*
Name: Gina E. Dole
Title: Chairman

ATTEST

By: *Amy Carter McLeod*
Name: Amy Carter McLeod
Title: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13 day of December, 2011 by Gina E. Dole, _____ of the **Orange County Industrial Development Authority**, who is personally known to me/has produced _____ as identification.

(SEAL)

Suzanne Clevon
Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



OR BK 6531 PG 1859

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

BREVARD COUNTY, FLORIDA

(SEAL)

By: Chuck Nelson
Chuck Nelson
Chairman
Board of County Commissioners

ATTEST

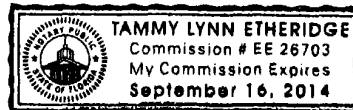
By: Laurie S. Rice
Laurie S. Rice, Chief Deputy Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 24 day of January, 2012, by **Chuck Nelson**, Chairman of the **Brevard County Board of County Commissioners**, who is personally known to me/has produced _____ as identification.

(SEAL)

Tammy Lynn Etheridge
Printed/Typed Name: Tammy Lynn Etheridge
Notary Public-State of Florida
Commission Number:



OR BK 6531 PG 1860

APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE AND CATHOLIC CHARITIES

The Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole and a not-for-profit Florida corporation, and Catholic Charities of Central Florida, Inc., a not-for-profit Florida corporation, hereby approve this Amendment and acknowledge their acceptance of their obligations arising thereunder by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

**CATHOLIC DIOCESE OF ORLANDO,
FLORIDA**

**CATHOLIC CHARITIES OF CENTRAL
FLORIDA, INC.**


By: Bryan Joseph, as agent for John B. Naman, Bishop
Name: BRYAN JOSEPH of the Diocese of Oakland,
Title: CEO a Florida corporation
sol

By: Arnelson
Name: Arne Nelson
Title: president + CEO

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13 day of December, 2011, by Bryan Joseph, of the Catholic Diocese of Orlando, Florida, who is personally known to me/has produced _____ as identification.

(SEAL)


Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____

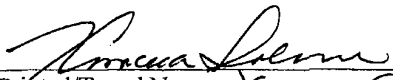


OR BK 6531 PG 1861

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of January, 2013 by Arne Nelson, of the Catholic Charities of Central Florida, Inc., who is personally known to me/has produced a military ID as identification.

(SEAL)


Printed/Typed Name: Xiomara Salomon
Notary Public-State of Florida
Commission Number:



OR BK 6531 PG 1862

APPENDIX "A"

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

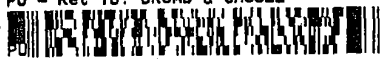
DOC # 20080695855 B: 9790 P: 4931

11/14/2008 04:28:54 PM Page 1 of 8
Rec Fee: \$69.50 Doc Type: AGM
Deed Doc Tax: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: BROAD & CASSEL

CFN 2008215325, OR BK 5898 PAGE 2995,
Recorded 11/14/2008 at 08:21 AM, Scott Ellis, Clerk of
Courts, Brevard County

Pgs: 8

rk of Court)



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated as of October 28, 2008, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Authority"), a public body corporate and politic of the State of Florida and BREVARD COUNTY, FLORIDA (the "County"), a municipal corporation created and existing pursuant to the Constitution and laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Chapter 159, Parts I, II and III, Florida Statutes (as applicable), the Authority and the County are authorized to issue bonds to finance or refinance the acquisition, construction and equipping of authorized projects, including without limitation, educational facilities, social service centers and real property; and

WHEREAS, the Authority and the County each constitutes a "public agency" within the meaning of Section 163.1, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") has requested that the Authority and the County enter into this Agreement to authorize the Authority to issue not to exceed \$65,000,000 Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida, Projects), Series 2008 (the "Bonds") in one or more series, for the purpose of financing and/or refinancing the acquisition, construction, renovation, improvement and/or equipping of: (i) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (ii) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (iii) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (iv) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (v) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (vi) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (vii) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (viii) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (ix) an educational facility located at 2600 S.W. 42nd Street, Ocala, Marion County, Florida; (x) an education facility located at 210 W. Lemon Street, Lakeland, Polk County, Florida; (xi) an educational facility located at 3110

ORL11PFCP1143491.2
37876/0022

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARtha O. HAYNIE, COUNTY COMPTROLLER
By: *Martha O. Haynie*
Deputy Comptroller
Dated: 11-14-08



OR BK 6531 PG 1863

Highway 92 East, Lakeland, Polk County, Florida; (xii) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (xiii) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"); and

WHEREAS, the Bonds will initially be secured, in part, by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by Wachovia Bank, National Association, or another financial institution, that will guarantee the payment of principal and interest on the Bonds in accordance with the terms of the Letter of Credit; and

WHEREAS, approximately \$3,000,000 of the principal amount of the Bonds is to be applied to financing and/or refinancing of the portions of the Project located in the County (the "Brevard County Projects"), such financing to result in significant cost savings to the Diocese over the issuance and sale of separate bonds by the Authority and the County in order to finance the Project; and

WHEREAS, the Authority and the County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on September 16, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Authority approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement and on October 7, 2008, the Board of County Commissioners of Orange County, Florida, (the "Orange County Board") which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), over the area in which a portion of the Project to be financed in Orange County, Florida ("Orange County") will be located, approved the issuance of the Bonds; and

WHEREAS, on October 28, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of the County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Brevard County Projects will be located, approved this Agreement, the issuance of the Bonds by the Authority and the application of the proceeds thereof; and

WHEREAS, the Interlocal Act authorizes the Authority and the County to enter into this Agreement and confers upon the Authority authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Brevard County Projects through a loan of such proceeds to the Diocese; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Authority for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Diocese has agreed to indemnify the Authority and the County in connection with its execution of this Agreement;

OR BK 6531 PG 1864

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Authorization to Issue the Bonds. The Orange County Board authorized the Authority to issue the Bonds in an aggregate principal amount not exceeding \$65,000,000 and to loan the proceeds thereof to the Diocese and/or an affiliate or related entity thereto (collectively the "Borrower") to finance or refinance the Project, with up to \$3,000,000 of such proceeds to be applied to finance the Brevard County Projects. The Authority and the County do hereby agree that the Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the County which are necessary or convenient for the issuance of the Bonds and the financing of the Project to the same extent as if the County were issuing its own obligations for such purposes without any further authorization from the County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Authority be vested, to the maximum extent permitted by law, with all powers which the County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance and/or refinance the Brevard County Projects as though the County were issuing such Bonds as its own special limited obligations.

SECTION 2. Qualifying Project; Representations.

A. The parties hereto represent that each of the projects within their respective jurisdictions constitutes a "Project" as such term is used in Parts II and III, Chapter 159, Florida Statutes,

B. The Authority hereby represents, determines and agrees as follows:

1. The components of the Project located within Orange County are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Orange County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida (the "State") and its people.

2. No financing for the projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts I, II and III, Chapter 159, Florida Statutes, and such other responsibilities as may be imposed under the financing agreement.

3. Orange County will be able to cope satisfactorily with the impact of the portions of the Project located in Orange County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the portions of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

OR BK 6531 PG 1865

4. Adequate provision will be made in the financing agreements for the operation, repair and maintenance of the Project at the expense of the Diocese and for the payment of principal of and interest on the Bonds.

C. The County hereby represents, determines and agrees as follows:

1. The Brevard County Projects are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.

2. The County will be able to cope satisfactorily with the impact of the Brevard County Projects and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Brevard County Projects and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of the Authority or the County; Limited Obligation of the Authority. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the County or the Authority in his or her individual capacity and no member, officer, agent or employee of the County or the Authority shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. The Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to an indenture of trust related to the Bonds. Neither the County nor the Authority shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the County, the Authority or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Diocese.

SECTION 6. Indemnity. The Diocese, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the County and the Authority, their respective officers, employees and agents, from and against any and all losses, claims,

OR BK 6531 PG 1866

damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Authority, arising from the willful misconduct or gross negligence of the Authority, and, in the case of the County, arising from the willful misconduct or gross negligence of the County.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Sections 1 and 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Diocese or its authorized agent or representative with the Clerk of the Circuit Court of Brevard County, Florida, and with the Clerk of the Circuit Court of Orange County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until executed by both parties and so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.


SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

OR BK 6531 PG 1867


SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

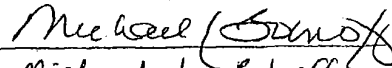
SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.


(SEAL)
ATTEST


**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: 
Name: Gina E. Dole
Title: Chairman

By: 
Name: Michael L. Bobroff
Title: Assistant Secretary

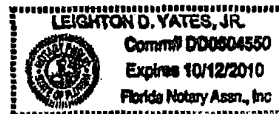
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of November, 2008, by Gina E. Dole, Chairman of the Orange County Industrial Development Authority, who is personally known to me/has produced _____ as identification.


(SEAL)
Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____

ORL1PFCR1143491.2
37875/0002

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OR BK 6531 PG 1868

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

BREVARD COUNTY, FLORIDA

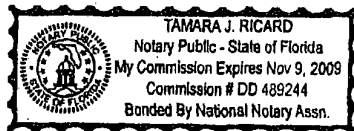
(SEAL)
 ATTEST
 By: [Signature]
 Name: Seal of Brevard County
 Title: Seal of Brevard County

By: [Signature]
 Name: Truman Scarborough
 Title: Chairman

As approved by the Board 10/28/08

STATE OF FLORIDA
 COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28 day of October, 2008, by Truman Scarborough, Chairman of Brevard County, Florida, who is personally known to me/has produced as identification.



(SEAL)
[Signature]
 Printed/Typed Name: Tamara J. Ricard
 Notary Public-State of Florida
 Commission Number:

OR BK 6531 PG 1869

APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE

Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, and his successor in office, hereby approve this Interlocal Agreement and acknowledge their acceptance of their obligations arising thereunder, including, without limitation, their obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

ROMAN CATHOLIC DIOCESE OF
ORLANDO, FLORIDABy: Bryan Joseph

Bryan Joseph, Chief Financial Officer for Thomas
G. Wenski, as Bishop of the Diocese of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by Bryan Joseph, Chief Financial Officer, for Thomas G. Wenski, Bishop of the Catholic Diocese of Orlando, Florida, who is personally known to me has produced FL Driver License as identification.

(SEAL)

TERESA GWEN MOTLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD785552
EXPIRES 5/5/2012
BONDED THRU 1-888-NOTARY1

Teresa Gwen Motley
Printed/Typed Name: Teresa Gwen Motley
Notary Public-State of Florida
Commission Number: PD785552

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the foregoing is a true
and correct copy of pages 1 through 14
of the instrument filed in this office. The original
instrument filed contains 14 pages.

☒ This copy has no redactions.
☐ This copy has been redacted pursuant to law.

MITCH NEEDELMAN, Clerk of Circuit and County Court
Dated 2/3/12 by Debra Hulse D.C.



CFN 2008130860
Bk 03700 Pgs 1733 - 1741; (9pgs)
DATE: 11/14/2008 10:20:35 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 78.00

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

DOC # 20080695858 B: 9790 P: 4956

11/14/2008 04:32:19 PM Page 1 of 9
Rec Fee: \$78.00 Doc Type: AGM
Deed Doc Tax: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: BROAD & CASSEL



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated as of October 21, 2008, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Authority"), a public body corporate and politic of the State of Florida and LAKE COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Chapter 159, Parts I, II and III, Florida Statutes (as applicable), the Authority and the County are authorized to issue bonds to finance or refinance the acquisition, construction and equipping of authorized projects, including without limitation, educational facilities, social service centers and real property; and

WHEREAS, the Authority and the County each constitutes a "public agency" within the meaning of Section 163.1, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") has requested that the Authority and the County enter into this Agreement to authorize the Authority to issue not to exceed \$65,000,000 Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida, Projects), Series 2008 (the "Bonds") in one or more series, for the purpose of financing and/or refinancing the acquisition, construction, renovation, improvement and/or equipping of: (i) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (ii) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (iii) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (iv) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (v) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (vi) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (vii) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (viii) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (ix) an educational facility located at 2600 S.W. 42nd Street, Ocala, Marion County, Florida; (x) an educational facility located at 210 W. Lemon Street, Lakeland, Polk County, Florida; (xi) an educational facility located at 3110 Highway 92 East, Lakeland, Polk County, Florida; (xii) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (xiii) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"); and

WHEREAS, the Bonds will initially be secured, in part, by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by Wachovia Bank, National Association that will guarantee the payment of principal and interest on the Bonds in accordance with the terms of the Letter of Credit; and

WHEREAS, approximately \$2,300,000 of the principal amount of the Bonds is to be applied to financing and/or refinancing of the portions of the Project located in the County (the "Lake County Project"), such financing to result in significant cost savings to the Diocese over the issuance and sale of separate bonds by the Authority and the County in order to finance the Project; and

WHEREAS, the Authority and the County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on September 16, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Authority approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement and on October 21, 2008 the Board of County Commissioners of Orange County, Florida, (the "Orange County Board") which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), over the area in which a portion of the Project to be financed in Orange County, Florida ("Orange County") will be located, approved the issuance of the Bonds; and

WHEREAS, on October 21, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of the County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Lake County Project will be located, approved this Agreement, the issuance of the Bonds by the Authority and the financing of the Lake County Project; and

WHEREAS, the Interlocal Act authorizes the Authority and the County to enter into this Agreement and confers upon the Authority authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Lake County Project through a loan of such proceeds to the Diocese; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Authority for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Diocese has agreed to indemnify the Authority and the County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Authorization to Issue the Bonds. The Orange County Board authorized the Authority to issue the Bonds in an aggregate principal amount not exceeding \$65,000,000 and to loan the proceeds thereof to the Diocese and/or an affiliate or related entity thereto (collectively the "Borrower") to finance and/or refinance the Project, with up to \$2,300,000 of such proceeds to be applied to finance the Lake County Project. The Authority and the County do hereby agree that the Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the County pursuant to the Constitution and the laws of the State of Florida and to do all things within the

jurisdiction of the County which are necessary or convenient for the issuance of the Bonds and the financing of the Lake County Project to the same extent as if the County were issuing its own obligations for such purposes without any further authorization from the County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Authority be vested, to the maximum extent permitted by law, with all powers which the County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance and/or refinance the Lake County Project as though the County were issuing such Bonds as its own special limited obligations.

SECTION 2. Qualifying Project; Representations.

A. The parties hereto represent that each of the projects within their respective jurisdictions constitutes a "Project" as such term is used in Parts II and III, Chapter 159, Florida Statutes,

B. The Authority hereby represents, determines and agrees as follows:

1. The components of the Project located within Orange County are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Orange County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida (the "State") and its people.

2. No financing for the projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts I, II and III, Chapter 159, Florida Statutes, and such other responsibilities as may be imposed under the financing agreement.

3. Orange County will be able to cope satisfactorily with the impact of the portions of the Project located in Orange County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the portions of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

4. Adequate provision will be made in the financing agreements for the operation, repair and maintenance of the Project at the expense of the Diocese and for the payment of principal of and interest on the Bonds.

C. The County hereby represents, determines and agrees as follows:

1. The Lake County Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.

2. The County will be able to cope satisfactorily with the impact of the Lake County Project and will be able to provide, or cause to be provided when needed, the public facilities, including

utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Lake County Project and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of the Authority or the County; Limited Obligation of the Authority. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the County or the Authority in his or her individual capacity and no member, officer, agent or employee of the County or the Authority shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. The Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to an indenture of trust related to the Bonds. Neither the County nor the Authority shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the County, the Authority or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Diocese.

SECTION 6. Indemnity. The Diocese, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the County and the Authority, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Authority, arising from the willful misconduct or gross negligence of the Authority, and, in the case of the County, arising from the willful misconduct or gross negligence of the County.

SECTION 7. Limited Approval. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Diocese or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project. Further, the approval of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the

Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 8. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Sections 1 and 9 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 9. Filing of Agreement. It is agreed that this Agreement shall be filed by the Diocese or its authorized agent or representative with the Clerk of the Circuit Court of Lake County, Florida, and with the Clerk of the Circuit Court of Orange County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until executed by both parties and so filed.

SECTION 10. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 11. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

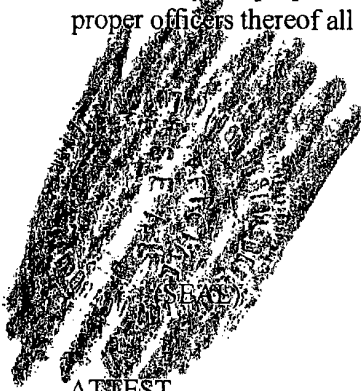
SECTION 12. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, both parties agree that venue for any such legal proceedings shall be in Lake County, Florida, and the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

SECTION 13. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 14. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.



**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: Gina E. Dole
Name: Gina E. Dole
Title: Chairman

ATTEST

By: Michael T. Babroff
Name: Michael T. Babroff
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of November, 2008, by Gina E. Dole, Chairman of the Orange County Industrial Development Authority, who is personally known to me/has produced _____ as identification.


Leighton D. Yates, Jr. (SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



Interlocal Agreement between Orange City Industrial Development Authority and LC

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

(SEAL)
ATTEST
By: 
Name: Neil Kelly
Title: Clerk of the Board of
County Commissioners, Lake County, FL

LAKE COUNTY, FLORIDA

Board of County Commissioners

By: 

Name: Welton G. Cadwell

Title: Chairman

Approved as to form and legality:

By: 

Name: Sanford A. Minkoff

Title: County Attorney

[Approval and Acknowledgment of Diocese on Next Page]

APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE

Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, and his successor in office, hereby approve this Interlocal Agreement and acknowledge their acceptance of their obligations arising thereunder, including, without limitation, their obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA

By: Bryan Joseph
Bryan Joseph, Chief Financial Officer for Thomas
G. Wenski, as Bishop of the Diocese of Orlando

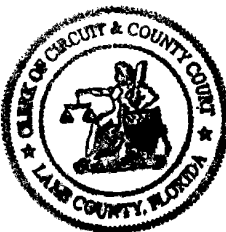
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by **Bryan Joseph, Chief Financial Officer for Thomas G. Wenski, Bishop of the Catholic Diocese of Orlando, Florida**, who is personally known to me has produced FL Driver license as identification.

(SEAL)

TERESA GWEN MOTLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD785552
EXPIRES 5/5/2012
BONDED THRU 1-888-NOTARY1

Teresa Gwen Motley
Printed/Typed Name: Teresa Gwen Motley
Notary Public-State of Florida
Commission Number: DD785552



STATE OF FLORIDA, COUNTY OF LAKE
I HEREBY CERTIFY that the above and
foregoing is a true and accurate copy of the
document as reflected in the Official Records.
Neil Kelly, Clerk of Court


By: Neil Kelly Deputy Clerk Date 11/14/08 9
Portions of the document may have been
reflected as required by law.

ORL11PFCP1143750.2
378750001

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



DOC# 20120128138 B: 10344 P: 5098
03/09/2012 11:39:45 AM Page 1 of 15
Rec Fee: \$129.00
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


FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment") dated as of January 10, 2012, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Issuer"), a public body corporate and politic of the State of Florida and LAKE COUNTY, FLORIDA ("Lake County"), a political subdivision created and existing pursuant to the Constitution and laws of the State of Florida.

WITNESSETH:

WHEREAS, on October 21, 2008, the Issuer and Lake County entered into that certain Interlocal Agreement attached hereto as Appendix "A" (the "Interlocal Agreement") in connection with the issuance by the Issuer of its Industrial Development Revenue Bonds (Diocese of Orlando, Florida Project), Series 2008 (the "Bonds"); and

WHEREAS, unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meanings as set forth in the Interlocal Agreement; and

WHEREAS, due to recent volatility in the market for the Bonds, Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") and Catholic Charities of Central Florida, Inc., a not-for-profit Florida corporation ("Catholic Charities"), have applied to the Issuer for the issuance of a series of industrial development refunding revenue bonds (the "Refunding Bonds") for the purpose of refunding the Bonds in their entirety and refinancing the Project, as defined in the Interlocal Agreement, including the portions of the Project located in Lake County; and

WHEREAS, the Refunding Bonds will be sold by private placement to Wells Fargo Bank, N.A., pursuant to a Trust Indenture and Loan Agreement among Wells Fargo Bank, N.A., the Diocese, Catholic Charities, and the Issuer (the "Trust Indenture" and "Loan Agreement"); and

WHEREAS, on January 10, 2012, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of Lake County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Lake County Projects will be located, approved this Amendment, the issuance of the Refunding Bonds by the Orange Authority and the application of the proceeds thereof; and

WHEREAS, in order for the Issuer to issue the Refunding Bonds, it is necessary for the Issuer and Lake County to amend the terms of the Interlocal Agreement to permit the issuer to issue the Refunding Bonds;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Amendment to the Interlocal Agreement. The Interlocal Agreement is hereby amended to authorize the issuance by the Issuer of the Refunding Bonds and any other issuance of refunding bonds solely for the purpose of refunding the Bonds and paying certain costs of issuance associated with the issuance of the Refunding Bonds.

SECTION 2. Remaining Terms. Except as amended hereby, the terms and provisions of the Interlocal Agreement shall remain in full force and effect and any reference in the Interlocal Agreement to "Bonds" shall be deemed to refer to the "Bonds or any Refunding Bonds". The Interlocal Agreement, as amended by this Amendment shall remain in full force and effect for the period that the Bonds or Refunding Bonds remain outstanding.

SECTION 3. Execution in Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

By: Gina E. Dole
Name: Gina E Dole
Title: Chairman

ATTEST

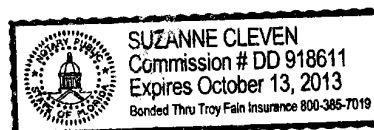
By: Amy Cutler Mulford
Name: Amy Cutler Mulford
Title: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13 day of December, 2011, by GINA E. Dole, _____ of the **Orange County Industrial Development Authority**, who is personally known to me/has produced _____ as identification.

(SEAL)

Suzanne Clevon
Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



First Amendment to Interlocal Agreement between Orange County Industrial Development Authority and Lake County Regarding Issuance of its Industrial Revenue Bonds (Diocese of Orlando, Florida Project).

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.


BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



Leslie Campione, Chair

This 11th day of Jan., 2012.


ATTEST:



Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE AND CATHOLIC CHARITIES

The Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole and a not-for-profit Florida corporation, and Catholic Charities of Central Florida, Inc., a not-for-profit Florida corporation, hereby approve this Amendment and acknowledge their acceptance of their obligations arising thereunder by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

**CATHOLIC DIOCESE OF ORLANDO,
FLORIDA**

**CATHOLIC CHARITIES OF CENTRAL
FLORIDA, INC.**

By: <u>Bryan Joseph</u> , as agent for John G. Noonan, Bishop	By: <u>A. Nelson</u>
Name: <u>Bryan Joseph</u>	Name: <u>Arne Nelson</u>
Title: <u>CFO</u>	Title: <u>President & CEO</u>
<u>of the Diocese of Orlando, a Florida Corporation Sole</u>	

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of December, 2011, by Bryan Joseph, of the Catholic Diocese of Orlando, Florida, who is personally known to me/has produced _____ as identification.

(SEAL)


Suzanne Clevin
 Printed/Typed Name: _____
 Notary Public-State of Florida
 Commission Number: _____

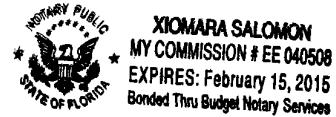


STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of January, 2012, by Arne Nelson, of the Catholic Charities of Central Florida, Inc., who is personally known to me/has produced a military ID as identification.

(SEAL)


Printed/Typed Name: Xiomara Salomon
Notary Public-State of Florida
Commission Number:



APPENDIX "A"

CFN 2008130860
 Bk 03700 Pgs 1733 - 1741; (9pgs)
 DATE# 11/14/2008 10:20:35 AM
 NEIL KELLY, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEES 78.00

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

DOC # 20080695858 B: 9790 P: 4956

11/14/2008 04:32:19 PM Page 1 of 9
 Rec Fee: \$78.00 Doc Type: AGM
 Deed Doc Tax: \$0.00
 Intangible Tax: \$0.00
 Mortgage Stamp: \$0.00
 Martha O. Haynie, Comptroller
 Orange County, FL
 PU - Ret To: BROAD & CASSEL



INTERLOCAL AGREEMENT

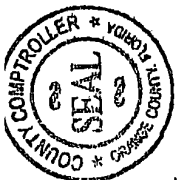
THIS INTERLOCAL AGREEMENT ("Agreement") dated as of October 21, 2008, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Authority"), a public body corporate and politic of the State of Florida and LAKE COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Chapter 159, Parts I, II and III, Florida Statutes (as applicable), the Authority and the County are authorized to issue bonds to finance or refinance the acquisition, construction and equipping of authorized projects, including without limitation, educational facilities, social service centers and real property; and

WHEREAS, the Authority and the County each constitutes a "public agency" within the meaning of Section 163.1, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") has requested that the Authority and the County enter into this Agreement to authorize the Authority to issue not to exceed \$65,000,000 Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida, Projects), Series 2008 (the "Bonds") in one or more series, for the purpose of financing and/or refinancing the acquisition, construction, renovation, improvement and/or equipping of: (i) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (ii) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (iii) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (iv) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (v) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (vi) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (vii) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (viii) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (ix) an educational facility located at 2600 S.W. 42nd Street, Ocala, Marion County, Florida; (x) an educational facility located at 210 W. Lemon Street, Lakeland, Polk County, Florida; (xi) an educational facility located at 3110 Highway 92 East, Lakeland, Polk County, Florida; (xii) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (xiii) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"); and



State of FLORIDA, County of ORANGE
 I hereby certify that this is a true copy of
 the document as reflected in the Official Records.
 MARTHA O. HAYNIE, COUNTY COMPTROLLER
 By: *Martha O. Haynie*
 Deputy Comptroller
 Dated: 11-14-08

S:\DOCUMENTS\2008\RESOLUTIONS\Roman Catholic Diocese of Orlando\ORL1-1\43750-v2-Interlocal Agreement Orange County IDA and Lake County_9-29-08.DOC
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WHEREAS, the Bonds will initially be secured, in part, by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by Wachovia Bank, National Association that will guarantee the payment of principal and interest on the Bonds in accordance with the terms of the Letter of Credit; and

WHEREAS, approximately \$2,300,000 of the principal amount of the Bonds is to be applied to financing and/or refinancing of the portions of the Project located in the County (the "Lake County Project"), such financing to result in significant cost savings to the Diocese over the issuance and sale of separate bonds by the Authority and the County in order to finance the Project; and

WHEREAS, the Authority and the County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on September 16, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Authority approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement and on October 21, 2008 the Board of County Commissioners of Orange County, Florida, (the "Orange County Board") which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), over the area in which a portion of the Project to be financed in Orange County, Florida ("Orange County") will be located, approved the issuance of the Bonds; and

WHEREAS, on October 21, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of the County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Lake County Project will be located, approved this Agreement, the issuance of the Bonds by the Authority and the financing of the Lake County Project; and

WHEREAS, the Interlocal Act authorizes the Authority and the County to enter into this Agreement and confers upon the Authority authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Lake County Project through a loan of such proceeds to the Diocese; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Authority for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Diocese has agreed to indemnify the Authority and the County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Authorization to Issue the Bonds. The Orange County Board authorized the Authority to issue the Bonds in an aggregate principal amount not exceeding \$65,000,000 and to loan the proceeds thereof to the Diocese and/or an affiliate or related entity thereto (collectively the "Borrower") to finance and/or refinance the Project, with up to \$2,300,000 of such proceeds to be applied to finance the Lake County Project. The Authority and the County do hereby agree that the Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the County pursuant to the Constitution and the laws of the State of Florida and to do all things within the

jurisdiction of the County which are necessary or convenient for the issuance of the Bonds and the financing of the Lake County Project to the same extent as if the County were issuing its own obligations for such purposes without any further authorization from the County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Authority be vested, to the maximum extent permitted by law, with all powers which the County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance and/or refinance the Lake County Project as though the County were issuing such Bonds as its own special limited obligations.

SECTION 2. Qualifying Project; Representations.

A. The parties hereto represent that each of the projects within their respective jurisdictions constitutes a "Project" as such term is used in Parts II and III, Chapter 159, Florida Statutes,

B. The Authority hereby represents, determines and agrees as follows:

1. The components of the Project located within Orange County are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Orange County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida (the "State") and its people.

2. No financing for the projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts I, II and III, Chapter 159, Florida Statutes, and such other responsibilities as may be imposed under the financing agreement.

3. Orange County will be able to cope satisfactorily with the impact of the portions of the Project located in Orange County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the portions of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

4. Adequate provision will be made in the financing agreements for the operation, repair and maintenance of the Project at the expense of the Diocese and for the payment of principal of and interest on the Bonds.

C. The County hereby represents, determines and agrees as follows:

1. The Lake County Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.

2. The County will be able to cope satisfactorily with the impact of the Lake County Project and will be able to provide, or cause to be provided when needed, the public facilities, including

utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Lake County Project and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of the Authority or the County; Limited Obligation of the Authority. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the County or the Authority in his or her individual capacity and no member, officer, agent or employee of the County or the Authority shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. The Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to an indenture of trust related to the Bonds. Neither the County nor the Authority shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the County, the Authority or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Diocese.

SECTION 6. Indemnity. The Diocese, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the County and the Authority, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Authority, arising from the willful misconduct or gross negligence of the Authority, and, in the case of the County, arising from the willful misconduct or gross negligence of the County.

SECTION 7. Limited Approval. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Diocese or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project. Further, the approval of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the

Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 8. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Sections 1 and 9 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 9. Filing of Agreement. It is agreed that this Agreement shall be filed by the Diocese or its authorized agent or representative with the Clerk of the Circuit Court of Lake County, Florida, and with the Clerk of the Circuit Court of Orange County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until executed by both parties and so filed.

SECTION 10. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 11. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

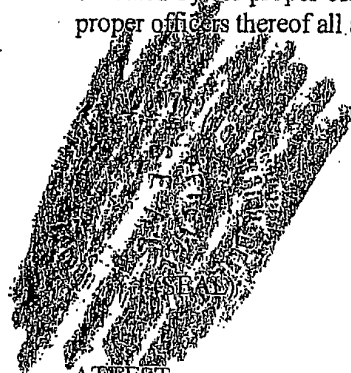
SECTION 12. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, both parties agree that venue for any such legal proceedings shall be in Lake County, Florida, and the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

SECTION 13. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 14. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.



ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

Gina E. Dole
Gina E. Dole
Chairman

ATTEST

By: Michael T. Babroff
Name: Michael T. Babroff
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of November, 2008, by Gina E. Dole, Chairman of the Orange County Industrial Development Authority, who is personally known to me/has produced _____ as identification.

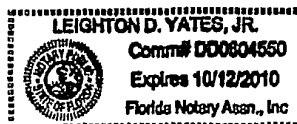
(SEAL)

Leighton D. Yates, Jr.

Printed/Typed Name: _____

Notary Public-State of Florida

Commission Number: _____



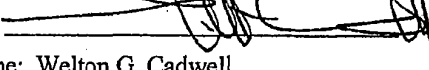
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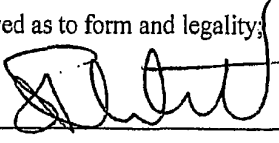
Interlocal Agreement between Orange City Industrial Development Authority and LC

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

(SEAL)
Name: Neil Kelly
Title: Clerk of the Board of
County Commissioners, Lake County, FL

LAKE COUNTY, FLORIDA
Board of County Commissioners

By: 
Name: Welton G. Cadwell
Title: Chairman

Approved as to form and legality;
By: 
Name: Sanford A. Minkoff
Title: County Attorney

[Approval and Acknowledgment of Diocese on Next Page]

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APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE

Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, and his successor in office, hereby approve this Interlocal Agreement and acknowledge their acceptance of their obligations arising thereunder, including, without limitation, their obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA

By: Bryan Joseph
Bryan Joseph, Chief Financial Officer for Thomas
G. Wenski, as Bishop of the Diocese of Orlando

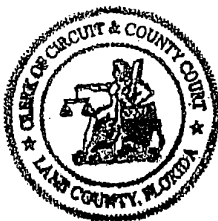
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by **Bryan Joseph, Chief Financial Officer for Thomas G. Wenski, Bishop of the Catholic Diocese of Orlando, Florida**, who is personally known to me/has produced FL Driver license as identification.

(SEAL)

Teresa Gwen Motley
Printed/Typed Name: Teresa Gwen Motley
Notary Public-State of Florida
Commission Number: DD785552

TERESA GWEN MOTLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD785552
EXPIRES 5/5/2012
BONDED THRU 1-888-NOTARY1



STATE OF FLORIDA, COUNTY OF LAKE
I HEREBY CERTIFY that the above and
foregoing is a true and accurate copy of the
document as reflected in the Official Records.
Neil Kelly, Clerk of Court

By: Robert E. Gibson 11/14/08 9
Deputy Clerk Date

Portions of the document may have been
redacted as required by law.

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378750001



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



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 11/17/2008 10:59:27 AM

FILE #: 2008113050 OR BK 05122 PGS 0602-0610

RECORDING FEES 78.00

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated as of September 16, 2008, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Orange Authority"), a public body corporate and politic of the State of Florida and the MARION COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Marion Authority"), a public body corporate and politic of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Chapter 159, Parts I, II and III, Florida Statutes (as applicable), the Orange Authority and the Marion Authority are authorized to issue bonds to finance or refinance the acquisition, construction and equipping of authorized projects, including without limitation, educational facilities, social service centers and real property; and

WHEREAS, the Orange Authority and the Marion Authority each constitutes a "public agency" within the meaning of Section 163.1, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") has requested that the Orange Authority and the Marion Authority enter into this Agreement to authorize the Orange Authority to issue not to exceed \$65,000,000 Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida, Projects), Series 2008 (the "Bonds") in one or more series, for the purpose of financing and/or refinancing the acquisition, construction, renovation, improvement and/or equipping of: (i) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (ii) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (iii) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (iv) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (v) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (vi) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (vii) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (viii) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (ix) an educational facility located at 2600 S.W. 42nd Street, Ocala, Marion County, Florida; (x) an education facility located at 210

Document recorded as presented.
Orange County, FL Comptroller

W. Lemon Street, Lakeland, Polk County, Florida; (xi) an educational facility located at 3110 Highway 92 East, Lakeland, Polk County, Florida; (xii) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (xiii) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"); and

WHEREAS, the Bonds will initially be secured, in part, by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by Wachovia Bank, National Association that will guarantee the payment of principal and interest on the Bonds in accordance with the terms of the Letter of Credit; and

WHEREAS, approximately \$1,000,000 of the principal amount of the Bonds is to be applied to financing and/or refinancing of the portions of the Project located in Marion County (the "Marion County Project"), such financing to result in significant cost savings to the Diocese over the issuance and sale of separate bonds by the Orange Authority and the Marion Authority in order to finance the Project; and

WHEREAS, the Orange Authority and the Marion Authority have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on September 16, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Orange Authority approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement and on October 7, 2008 the Board of County Commissioners of Orange County, Florida, (the "Orange County Board") which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), over the area in which a portion of the Project to be financed in Orange County, Florida ("Orange County") will be located, approved the issuance of the Bonds; and

WHEREAS, on November 4, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of Marion County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Marion County Project will be located, approved this Agreement, the issuance of the Bonds by the Orange Authority and the application of the proceeds thereof; and

WHEREAS, the Interlocal Act authorizes the Orange Authority and the Marion Authority to enter into this Agreement and confers upon the Orange Authority authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Marion County Project through a loan of such proceeds to the Diocese; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Orange Authority for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Diocese has agreed to indemnify the Orange Authority and the Marion Authority in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Authorization to Issue the Bonds. The Orange County Board authorized the Orange Authority to issue the Bonds in an aggregate principal amount not exceeding \$65,000,000 and to loan the proceeds thereof to the Diocese and/or an affiliate or related entity thereto (collectively the "Borrower") to finance and/or refinance the Project, with up to \$1,000,000 of such proceeds to be applied to finance the Marion County Project. The Orange Authority and the Marion Authority do hereby agree that the Orange Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the Marion Authority pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the Marion Authority which are necessary or convenient for the issuance of the Bonds and the financing of the Project to the same extent as if the Marion Authority were issuing its own obligations for such purposes without any further authorization from the Marion Authority to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Orange Authority be vested, to the maximum extent permitted by law, with all powers which the Marion Authority might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance and/or refinance the Marion County Project as though the Marion Authority were issuing such Bonds as its own special limited obligations.

SECTION 2. Qualifying Project; Representations.

A. The parties hereto represent that each of the projects within their respective jurisdictions constitutes a "Project" as such term is used in Parts II and III, Chapter 159, Florida Statutes,

B. The Orange Authority hereby represents, determines and agrees as follows:

1. The components of the Project located within Orange County are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Orange County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida (the "State") and its people.

2. No financing for the projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts I, II and III, Chapter 159, Florida Statutes, and such other responsibilities as may be imposed under the financing agreement.

3. Orange County will be able to cope satisfactorily with the impact of the portions of the Project located in Orange County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance

of the portions of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

4. Adequate provision will be made in the financing agreements for the operation, repair and maintenance of the Project at the expense of the Diocese and for the payment of principal of and interest on the Bonds.

C. The Marion Authority hereby represents, determines and agrees as follows:

1. The Marion County Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Marion County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.

2. Marion County will be able to cope satisfactorily with the impact of the Marion County Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Marion County Project and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of the Orange Authority or the Marion Authority; Limited Obligation of the Orange Authority. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the Marion Authority hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Marion Authority. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Orange Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Marion Authority or the Orange Authority in his or her individual capacity and no member, officer, agent or employee of the Marion Authority or the Orange Authority shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. The Orange Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to an indenture of trust related to the Bonds. Neither the Marion Authority nor the Orange Authority shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the Marion Authority, the

Orange Authority or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Diocese.

SECTION 6. Indemnity. The Diocese, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the Marion Authority and the Orange Authority, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Orange Authority, arising from the willful misconduct or gross negligence of the Orange Authority, and, in the case of the Marion Authority, arising from the willful misconduct or gross negligence of the Marion Authority.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Sections 1 and 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Diocese or its authorized agent or representative with the Clerk of the Circuit Court of Marion County, Florida, and with the Clerk of the Circuit Court of Orange County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until executed by both parties and so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

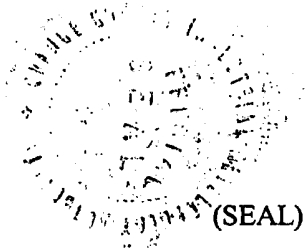
SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.



**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: *Gina E. Dole*
 Name: *Gina E. Dole*
 Title: *Chairman*

ATTEST

By: *Michael L. Bobroff*
 Name: *Michael L. Bobroff*
 Title: *Assistant Secretary*

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of November, 2008, by *Gina E. Dole*, *Chairman* of the Orange County Industrial Development Authority, who is personally known to me/has produced _____ as identification.

(SEAL)

Leighton D. Yates, Jr.
 Printed/Typed Name: _____
 Notary Public-State of Florida
 Commission Number: _____



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

MARION COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY



ATTEST

By: Peter J. Tesch
Name: Peter J. Tesch
Title: Secretary

By: Russell F. Anderberg
Name: Russell F. ANDERBERG
Title: Chairman

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 28th day of October, 2008, by Russell F. Anderberg, Chairman of the Marion County Industrial Development Authority, who is personally known to me/has produced FL DL # A 536-726-38-101-0 as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Shirley L. Corliss
Commission # DD822152
Expires: NOV 11 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Shirley L. Corliss
Printed/Typed Name: Shirley L. Corliss
Notary Public-State of Florida
Commission Number: DD822152

APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE

Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, and his successor in office, hereby approve this Interlocal Agreement and acknowledge their acceptance of their obligations arising thereunder, including, without limitation, their obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA

By: Bryan Joseph
Bryan Joseph, Chief Financial Officer,
for Bishop Thomas G. Wenski, as Bishop

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by Bryan Joseph, Chief Financial Officer, for **Thomas G. Wenski, Bishop**, who is personally known to me/has produced Florida Driver License as identification.

(SEAL)

Teresa Gwen Motley
Printed/Typed Name: Teresa Gwen Motley
Notary Public-State of Florida
Commission Number: DD785552

TERESA GWEN MOTLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD785552
EXPIRES 5/5/2012
BONDED THRU 1-888-NOTARY1



Certified A True Copy
of 9 page document
this 27 day of Nov 2008
DAVID R. ELLSPERMANN
Clerk of Court

BY [Signature] D.C.

Klein + Klein



DAVID R ELLSPERMANN CLERK OF COURT MARION COUNTY

DATE: 02/01/2012 04:26:44 PM

FILE #: 2012010236 OR BK 05626 PGS 1907-1921

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

REC 129.00

DOC# 20120128132 B: 10344 P: 5057
03/09/2012 11:37:49 AM Page 1 of 15
Rec Fee: \$129.00
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



FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment") dated as of January 3, 2012, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Issuer"), a public body corporate and politic of the State of Florida and MARION COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY ("Marion Authority"), a municipal corporation created and existing pursuant to the Constitution and laws of the State of Florida.

WITNESSETH:

WHEREAS, on September 16, 2008, the Issuer and Marion Authority entered into that certain Interlocal Agreement attached hereto as Appendix "A" (the "Interlocal Agreement") in connection with the issuance by the Issuer of its Industrial Development Revenue Bonds (Diocese of Orlando, Florida Project), Series 2008 (the "Bonds"); and

WHEREAS, unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meanings as set forth in the Interlocal Agreement; and

WHEREAS, due to recent volatility in the market for the Bonds, Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") and Catholic Charities of Central Florida, Inc., a not-for-profit Florida corporation ("Catholic Charities"), have applied to the Issuer for the issuance of one or more series of industrial development refunding revenue bonds (the "Refunding Bonds") for the purpose of refunding the Bonds in their entirety and refinancing the Project, as defined in the Interlocal Agreement, including the portions of the Project located in Marion County; and

WHEREAS, the Refunding Bonds will be sold by private placement to Wells Fargo Bank, N.A., pursuant to a one or more financing and/or loan agreements among Wells Fargo Bank, N.A., the Diocese, Catholic Charities, and the Issuer; and

WHEREAS, on January 3, 2012, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of Marion County, which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") over the area in which the Marion County Projects will be located, approved this Amendment, the issuance of the Refunding Bonds by the Orange Authority and the application of the proceeds thereof; and

WHEREAS, in order for the Issuer to issue the Refunding Bonds, it is necessary for the Issuer and Marion Authority to amend the terms of the Interlocal Agreement to permit the issuer to issue the Refunding Bonds;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Amendment to the Interlocal Agreement. The Interlocal Agreement is hereby amended to authorize the issuance by the Issuer of the Refunding Bonds and any other issuance of refunding bonds solely for the purpose of refunding the Bonds or any refunding bonds and paying certain costs of issuance associated with the issuance of such refunding bonds.

SECTION 2. Remaining Terms. Except as amended hereby, the terms and provisions of the Interlocal Agreement shall remain in full force and effect and any reference in the Interlocal Agreement to “Bonds” shall be deemed to refer to the “Bonds or the Refunding Bonds, or any other refunding bonds used to refund the Bonds or the Refunding Bonds.” The Interlocal Agreement, as amended by this Amendment shall remain in full force and effect for the period that the Bonds or refunding bonds remain outstanding.

SECTION 3. Execution in Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

By: *Gina E Dole*
Name: Gina E Dole
Title: Chairman

ATTEST

By: *Amy Cutter Mulford*
Name: Amy Cutter Mulford
Title: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13 day of December, 2011, by GINA E. DOLE, Chairman of the **Orange County Industrial Development Authority**, who is personally known to me has produced _____ as identification.

(SEAL)

Suzanne Clevon
Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

**MARION COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

ATTEST

By: *Peter J. Tesch*
Name: Peter J. Tesch
Title: Secretary
FLDL-T200670572970

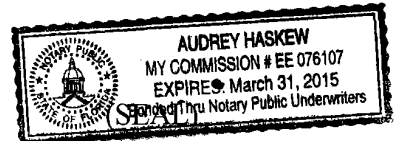
By: *Karen W. Grider*
Name: Karen W. Grider
Title: Chairman
FLDL-G636519478410

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this 18 day of January, 2012, by Karen W. Grider, Chairman*, of Marion County Industrial Development Authority, who is personally known to me/has produced _____ as identification.

* Peter J. Tesch, Secretary



Audrey Haskew
Printed/Typed Name: AUDREY J HASKEW
Notary Public-State of Florida
Commission Number: EE076107

APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE AND CATHOLIC CHARITIES

The Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole and a not-for-profit Florida corporation, and Catholic Charities of Central Florida, Inc., a not-for-profit Florida corporation, hereby approve this Amendment and acknowledge their acceptance of their obligations arising thereunder by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

**CATHOLIC DIOCESE OF ORLANDO,
FLORIDA**

**CATHOLIC CHARITIES OF CENTRAL
FLORIDA, INC.**

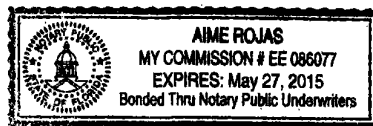
By: *Bryan Joseph*
Name: BRYAN JOSEPH
Title: CEO

By: *Arne Nelson*
Name: Arne Nelson
Title: President + CEO

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12th day of January, 2012 by Bryan Joseph, CEO of the Catholic Diocese of Orlando, Florida, who is personally known to me/has produced Personally known to me as identification.



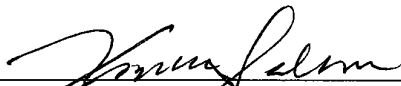
(SEAL)

Aime Rojas
Printed/Typed Name: Aime Rojas
Notary Public-State of Florida
Commission Number: # EE 086077

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of January, 2013 by Arne Nelson, Pres. of the Catholic Charities of Central Florida, Inc., who is personally known to me/has produced a military ID as identification.

(SEAL)


Printed/Typed Name: Xiomara Salomon
Notary Public-State of Florida
Commission Number:



XIOMARA SALOMON
MY COMMISSION # EE 040508
EXPIRES: February 15, 2015
Bonded Thru Budget Notary Services

APPENDIX "A"

DOC # 20080700145 B: 9791 P: 5126

11/18/2008 01:17:17 PM Page 1 of 9

Rec Fee: \$78.00 Doc Type: AGM

Deed Doc Tax: \$0.00

Intangible Tax: \$0.00

Mortgage Stamp: \$0.00

Martha O. Haynie, Comptroller

Orange County, FL

PU - Ret To: BROAD & 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



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 11/17/2008 10:59:27 AM

FILE #: 2008113050 OR BK 05122 PGS 0602-0610

RECORDING FEES 78.00

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated as of September 16, 2008, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Orange Authority"), a public body corporate and politic of the State of Florida and the MARION COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Marion Authority"), a public body corporate and politic of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Chapter 159, Parts I, II and III, Florida Statutes (as applicable), the Orange Authority and the Marion Authority are authorized to issue bonds to finance or refinance the acquisition, construction and equipping of authorized projects, including without limitation, educational facilities, social service centers and real property; and

WHEREAS, the Orange Authority and the Marion Authority each constitutes a "public agency" within the meaning of Section 163.1, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") has requested that the Orange Authority and the Marion Authority enter into this Agreement to authorize the Orange Authority to issue not to exceed \$65,000,000 Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida, Projects), Series 2008 (the "Bonds") in one or more series, for the purpose of financing and/or refinancing the acquisition, construction, renovation, improvement and/or equipping of: (i) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (ii) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (iii) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (iv) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (v) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (vi) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (vii) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (viii) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (ix) an educational facility located at 2600 S.W. 42nd Street, Ocala, Marion County, Florida; (x) an education facility located at 210



STATE OF FLORIDA - COUNTY OF ORANGE
I HEREBY CERTIFY THAT THIS IS A COPY OF
the document as recorded in this office.
MARION COUNTY COMPTROLLER
By: *[Signature]*
Dated: 11/18/08, D.C.

ORL1\FPCP\1143758.2
37875/0001

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Authorization to Issue the Bonds. The Orange County Board authorized the Orange Authority to issue the Bonds in an aggregate principal amount not exceeding \$65,000,000 and to loan the proceeds thereof to the Diocese and/or an affiliate or related entity thereto (collectively the "Borrower") to finance and/or refinance the Project, with up to \$1,000,000 of such proceeds to be applied to finance the Marion County Project. The Orange Authority and the Marion Authority do hereby agree that the Orange Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the Marion Authority pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the Marion Authority which are necessary or convenient for the issuance of the Bonds and the financing of the Project to the same extent as if the Marion Authority were issuing its own obligations for such purposes without any further authorization from the Marion Authority to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Orange Authority be vested, to the maximum extent permitted by law, with all powers which the Marion Authority might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance and/or refinance the Marion County Project as though the Marion Authority were issuing such Bonds as its own special limited obligations.

SECTION 2. Qualifying Project; Representations.

A. The parties hereto represent that each of the projects within their respective jurisdictions constitutes a "Project" as such term is used in Parts II and III, Chapter 159, Florida Statutes,

B. The Orange Authority hereby represents, determines and agrees as follows:

1. The components of the Project located within Orange County are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Orange County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida (the "State") and its people.
2. No financing for the projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts I, II and III, Chapter 159, Florida Statutes, and such other responsibilities as may be imposed under the financing agreement.
3. Orange County will be able to cope satisfactorily with the impact of the portions of the Project located in Orange County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance

of the portions of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

4. Adequate provision will be made in the financing agreements for the operation, repair and maintenance of the Project at the expense of the Diocese and for the payment of principal of and interest on the Bonds.

C. The Marion Authority hereby represents, determines and agrees as follows:

1. The Marion County Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Marion County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.

2. Marion County will be able to cope satisfactorily with the impact of the Marion County Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Marion County Project and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of the Orange Authority or the Marion Authority; Limited Obligation of the Orange Authority. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the Marion Authority hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Marion Authority. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Orange Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Marion Authority or the Orange Authority in his or her individual capacity and no member, officer, agent or employee of the Marion Authority or the Orange Authority shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. The Orange Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to an indenture of trust related to the Bonds. Neither the Marion Authority nor the Orange Authority shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the Marion Authority, the

Orange Authority or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Diocese.

SECTION 6. Indemnity. The Diocese, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the Marion Authority and the Orange Authority, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Orange Authority, arising from the willful misconduct or gross negligence of the Orange Authority, and, in the case of the Marion Authority, arising from the willful misconduct or gross negligence of the Marion Authority.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Sections 1 and 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Diocese or its authorized agent or representative with the Clerk of the Circuit Court of Marion County, Florida, and with the Clerk of the Circuit Court of Orange County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until executed by both parties and so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.



ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

By: [Signature]
Name: Gina E. Dole
Title: Chairman

ATTEST

By: [Signature]
Name: Michael L. Bobroff
Title: Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of November, 2008, by Gina E. Dole, Chairman of the Orange County Industrial Development Authority, who is personally known to me/has produced _____ as identification.

[Signature] (SEAL)
Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.



**MARION COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: [Signature]

Name: RUSSELL F. ANDERBERG

Title: Chairman

ATTEST

By: [Signature]

Name: Peter J. Tesch

Title: Secretary

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this 28th day of October, 2008, by Russell F. Anderberg, Chairman of the Marion County Industrial Development Authority, who is personally known to me/has produced FL DL # A 536-726-38-101-D as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Shirley L. Corliss
Commission # DD822152
Expires: NOV 11 2011
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Printed/Typed Name: Shirley L. Corliss
Notary Public-State of Florida
Commission Number: DD822152

W. Lemon Street, Lakeland, Polk County, Florida; (xi) an educational facility located at 3110 Highway 92 East, Lakeland, Polk County, Florida; (xii) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (xiii) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"); and

WHEREAS, the Bonds will initially be secured, in part, by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by Wachovia Bank, National Association that will guarantee the payment of principal and interest on the Bonds in accordance with the terms of the Letter of Credit; and

WHEREAS, approximately \$1,000,000 of the principal amount of the Bonds is to be applied to financing and/or refinancing of the portions of the Project located in Marion County (the "Marion County Project"), such financing to result in significant cost savings to the Diocese over the issuance and sale of separate bonds by the Orange Authority and the Marion Authority in order to finance the Project; and

WHEREAS, the Orange Authority and the Marion Authority have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on September 16, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Orange Authority approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement and on October 7, 2008 the Board of County Commissioners of Orange County, Florida, (the "Orange County Board") which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), over the area in which a portion of the Project to be financed in Orange County, Florida ("Orange County") will be located, approved the issuance of the Bonds; and

WHEREAS, on November 4, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of Marion County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Marion County Project will be located, approved this Agreement, the issuance of the Bonds by the Orange Authority and the application of the proceeds thereof; and

WHEREAS, the Interlocal Act authorizes the Orange Authority and the Marion Authority to enter into this Agreement and confers upon the Orange Authority authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Marion County Project through a loan of such proceeds to the Diocese; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Orange Authority for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Diocese has agreed to indemnify the Orange Authority and the Marion Authority in connection with its execution of this Agreement;

APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE

Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, and his successor in office, hereby approve this Interlocal Agreement and acknowledge their acceptance of their obligations arising thereunder, including, without limitation, their obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA

By: Bryan Joseph
Bryan Joseph, Chief Financial Officer,
for Bishop Thomas G. Wenski, as Bishop

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by Bryan Joseph, Chief Financial Officer, for **Thomas G. Wenski, Bishop**, who is personally known to me/has produced Florida Driver License as identification.

(SEAL)

Teresa Gwen Motley
Printed/Typed Name: Teresa Gwen Motley
Notary Public-State of Florida
Commission Number: DD785552

TERESA GWEN MOTLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD785552
EXPIRES 5/5/2012
BONDED THRU 1-888-NOTARY1



Certified A True Copy
of 9 page document
this 27 day of Nov 2008
DAVID R. ELLSPERMANN
Clerk of Court
BY [Signature] D.C.

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

DOC # 20080703692 B: 9792 P: 3030

11/19/2008 11:23:48 AM Page 1 of 11
Rec Fee: \$95.00 Doc Type: AGM
Deed Doc Tax: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: BROAD & CASSEL

(Space re



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated as of November 18, 2008, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Orange Authority"), a public body corporate and politic of the State of Florida and POLK COUNTY, FLORIDA ("Polk County"), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Chapter 159, Parts II and III, Florida Statutes (as applicable) and other provisions of law, the Orange Authority and Polk County are authorized to issue industrial revenue bonds to finance or refinance the acquisition, construction and equipping of authorized projects, including without limitation, educational facilities, social service centers and real property; and

WHEREAS, the Orange Authority and Polk County each constitutes a "public agency" within the meaning of Section 163.1, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") has requested that the Orange Authority and Polk County enter into this Agreement to authorize the Orange Authority to issue not to exceed \$65,000,000 Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida, Projects), Series 2008 (the "Bonds") in one or more series, for the purpose of financing and/or refinancing the acquisition, construction, renovation, improvement and/or equipping of: (i) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (ii) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (iii) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (iv) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (v) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (vi) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (vii) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (viii) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (ix) an educational facility located at 2600 S.W. 42nd Street, Ocala, Marion County, Florida; (x) an education facility located at 210 W. Lemon Street, Lakeland, Polk County, Florida; (xi) an educational facility located at 3110

Highway 92 East, Lakeland, Polk County, Florida; (xii) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (xiii) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"); and

WHEREAS, the Bonds will initially be secured, in part, by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by Wachovia Bank, National Association or another financial institution, that will guarantee the payment of principal and interest on the Bonds in accordance with the terms of the Letter of Credit; and

WHEREAS, approximately \$5,200,000 of the principal amount of the Bonds is to be applied to financing and/or refinancing of the portions of the Project located in Polk County, Florida (the "Polk County Projects"), such financing to result in significant cost savings to the Diocese over the issuance and sale of separate bonds by the Orange Authority and Polk County in order to finance the Project; and

WHEREAS, the Orange Authority and Polk County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on September 16, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Orange Authority approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement and on October 7, 2008 the Board of County Commissioners of Orange County, Florida (the "Orange County Board"), which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), over the area in which a portion of the Project to be financed in Orange County, Florida ("Orange County") will be located, approved the issuance of the Bonds; and

WHEREAS, on November 18, 2008, following a duly noticed public hearing that was held by certain members of the Polk County Industrial Development Authority (the "Polk Authority") for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, and no members of the public (other than those present on behalf of the Diocese and members of the Polk Authority and its staff) appeared at the public hearing or otherwise expressly objected to the issuance of the Bonds for the Project, the Board of County Commissioners of Polk County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Polk County Projects will be located, approved this Agreement, the issuance of the Bonds by the Orange Authority and the application of the proceeds thereof; and

WHEREAS, the Interlocal Act authorizes the Orange Authority and Polk County to enter into this Agreement and confers upon the Orange Authority authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Polk County Projects through a loan of such proceeds to the Diocese; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Orange Authority for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Diocese has agreed to indemnify the Orange Authority and Polk County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Authorization to Issue the Bonds. The Orange County Board authorized the Orange Authority to issue the Bonds in an aggregate principal amount not exceeding \$65,000,000 and to loan the proceeds thereof to the Diocese and/or an affiliate or related entity thereto (collectively the "Borrower") to finance or refinance the Project, with up to \$5,200,000 of such proceeds to be applied to finance the Polk County Projects. The Orange Authority and Polk County do hereby agree that the Orange Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Polk County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Polk County which are necessary or convenient for the issuance of the Bonds and the financing of the Project to the same extent as if Polk County were issuing its own industrial revenue bonds for such purposes without any further authorization from Polk County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Orange Authority be vested, to the maximum extent permitted by law, with all powers which Polk County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance and/or refinance the Polk County Projects as though Polk County were issuing such Bonds as its own special limited obligations.

SECTION 2. Qualifying Project; Representations.

A. The parties hereto represent that each of the projects within their respective jurisdictions constitutes a "Project" as such term is used in Parts II and III, Chapter 159, Florida Statutes,

B. The Orange Authority hereby represents, determines and agrees as follows:

1. The components of the Project located within Orange County are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Orange County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida (the "State") and its people.

2. No financing for the projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts I, II and III, Chapter 159, Florida Statutes, and such other responsibilities as may be imposed under the financing agreement.

3. Orange County will be able to cope satisfactorily with the impact of the portions of the Project located in Orange County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the portions of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

4. Adequate provision will be made in the financing agreements for the operation, repair and maintenance of the Project at the expense of the Diocese and for the payment of principal of and interest on the Bonds.

C. Polk County hereby represents, determines and agrees as follows:

1. The Polk County Projects are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Polk County, Florida; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.

2. Polk County will be able to cope satisfactorily with the impact of the Polk County Projects and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Polk County Projects and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of Polk County; Limited Obligation of the Orange Authority. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon Polk County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of Polk County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Orange Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Polk County or the Orange Authority in his or her individual capacity and no member, officer, agent or employee of Polk County or the Orange Authority shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. The Orange Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to an indenture of trust related to the Bonds. Neither Polk County nor the Orange Authority shall be liable for the costs of issuing the Bonds or the costs incurred by any of them in connection with the

preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by Polk County or the Orange Authority or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Diocese.

SECTION 6. Indemnity. The Diocese, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless Polk County and the Orange Authority, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Orange Authority, arising from the willful misconduct or gross negligence of the Orange Authority, and, in the case of Polk County, arising from the willful misconduct or gross negligence of Polk County. The Diocese's obligations under this Section 6 shall survive the termination of this Agreement.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Sections 1 and 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Diocese or its authorized agent or representative with the Clerk of the Circuit Court of Polk County, Florida, and with the Clerk of the Circuit Court of Orange County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until executed by both parties and so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF

DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 13. Limited Approval. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Diocese or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project. Further, the approval of the issuance of the Bonds by the Orange Authority shall not be construed to obligate Polk County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project, and the Orange Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 14. Allocation. The parties hereto agree that for purposes of Section 265(b)(3)(C)(ii) of the Code, the entire amount of the financing of the Project shall be allocated to the Orange Authority.

SECTION 15. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

(SEAL)

By: *Gina E. Dole*
Name: *Gina E. Dole*
Title: *Chairman*

ATTEST

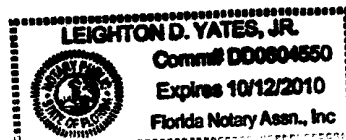
By: *Michael L. Bobroff*
Name: *Michael L. Bobroff*
Title: *Assistant Secretary*

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of November, 2008, by Gina E. Dole, Chairman of the Orange County Industrial Development Authority, who is personally known to me/has produced as identification.

(SEAL)

[Signature]
Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

POLK COUNTY, FLORIDA

(SEAL)

ATTEST

By: Freda L. Wade
Name: FREDA L. WADE
Title: Deputy Clerk

By: Sam Johnson
Name: SAM JOHNSON
Title: Chair - BoCC

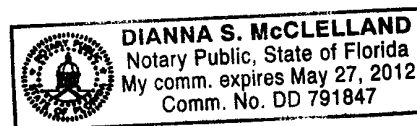
STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 18th day of November, 2008, by Sam Johnson, _____ of **Polk County, Florida**, who is personally known to me/has produced _____ as identification.

(SEAL)

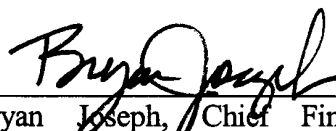
Dianna S. McClelland
Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE

Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, and his successors in office, hereby approve this Interlocal Agreement and acknowledge their acceptance of their obligations arising thereunder, including, without limitation, their obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.


ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA

By: 
Bryan Joseph, Chief Financial Officer,
for Bishop Thomas G. Wenski, as Bishop

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30 day of October, 2008, by Bryan Joseph, Chief Financial Officer, for **Thomas G. Wenski, Bishop**, who is personally known to me/has produced _____ as identification.

(SEAL)


Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



STATE OF FLORIDA)
)
COUNTY OF POLK)

I, Richard M. Weiss, Clerk to the Board of County Commissioners of Polk County, Florida, do hereby certify that the foregoing is an Interlocal Agreement between Polk County and the Orange County Industrial Development Authority approving the issuance of industrial development revenue bonds in an aggregate principal amount not exceeding \$65,000,000.00, which was approved by the said Board on November 18, 2008.

WITNESS my hand and official seal on this 18th day of November, 2008.



RICHARD M. WEISS
Clerk to the Board

By Marie E. Kessler
Marie E. Kessler
Deputy Clerk

STATE OF FLORIDA)
)
COUNTY OF POLK)

I, Richard M. Weiss, Clerk of the Circuit Court of Polk County, Florida, hereby certify that the foregoing is an Interlocal Agreement between Polk County and the Orange County Industrial Development Authority approving the issuance of industrial development revenue bonds in an aggregate principal amount not exceeding \$65,000,000.00. This Interlocal Agreement was approved by said Board on November 18, 2008, and was filed in this office on the 18th day of November 2008.

WITNESS my hand and official seal on this November 18, 2008.

RICHARD M. WEISS
Clerk of Circuit Court



By: Keshia Benner
Deputy Clerk

FILED - GENERAL
POLK COUNTY CLERK
CIRCUIT COURT CIVIL
2008 NOV 18 AM 10:15

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

INSTR # 2012029690
BK 08584 PGS 0743-0751 PG(s)9
RECORDED 02/20/2012 12:21:27 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 78.00

RECORDED BY S Wiggins
DOC# 20120128110 B: 10344 P: 4979
03/09/2012 11:30:00 AM Page 1 of 9
Rec Fee: \$78.00
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



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated as of January 19, 2012, is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Orange Authority"), a public body corporate and politic of the State of Florida and POLK COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY ("Polk Authority"), a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Chapter 69-1510, Laws of Florida as amended (as applicable) and other provisions of law, the Orange Authority and Polk Authority are authorized to issue industrial revenue bonds to finance or refinance the acquisition, construction and equipping of authorized projects, including without limitation, educational facilities, social service centers and real property; and

WHEREAS, the Orange Authority and Polk Authority each constitutes a "public agency" within the meaning of Chapter 163, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, John Gerard Noonan, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") and Catholic Charities of Central Florida, Inc. (Catholic Charities) a not-for-profit Florida corporation have requested that the Orange Authority and Polk Authority enter into this Agreement to authorize the Orange Authority to issue a series of industrial development refunding revenue bonds (the "Refunding Bonds") for the purpose of refunding those bonds that were previously issued by the Orange Authority, namely the Orange County Industrial Development Authority Industrial Development Revenue Bonds (Catholic Charities of Central Florida, Inc. and Diocese of Orlando Project), Series 2007 and those certain Orange County Industrial Development Authority Industrial Development Revenue Bonds (Diocese of Orlando Project), Series 2008 (collectively "the Bonds"), for the purpose of financing and/or refinancing the acquisition, construction, renovation, improvement and/or equipping of: (i) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (ii) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (iii) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (iv) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (v) a social service center

located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (vi) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (vii) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (viii) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (ix) an educational facility located at 2600 S.W. 42nd Street, Ocala, Marion County, Florida; (x) an educational facility located at 310 MacDonald, Lakeland, Polk County, Florida; (xi) an educational facility located at 3110 Highway 92 East, Lakeland, Polk County, Florida, (collectively, the "Project"); and

WHEREAS, approximately \$5,200,000 of the principal amount of the Bonds was applied to financing and/or refinancing portions of the Project located in Polk County, Florida (the "Polk County Projects"), such financing resulting in significant cost savings to the Diocese; and

WHEREAS, due to recent volatility in the market for the Bonds, the Diocese and Catholic Charities have applied to the Orange Authority for the issuance of the Refunding Bonds for the refinancing of the Project, including the portions of the Project located in Polk County; and

WHEREAS, the Refunding Bonds will be sold by private placement to Wells Fargo Bank, N.A., pursuant to a Trust Indenture and Loan Agreement among Wells Fargo Bank, N.A., the Diocese, Catholic Charities, and the Orange Authority; and

WHEREAS, the Interlocal Act authorizes the Orange Authority and the Polk Authority to enter into this Agreement and confers upon the Orange Authority authorization to issue the Refunding Bonds for the sole purpose of refunding the Bonds and paying certain costs of issuance associated with the issuance of the Refunding Bonds; and

WHEREAS, on January 19, 2012, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Polk Authority, approved the issuance of the Refunding Bonds, by the Orange Authority and the application of the proceeds thereof; and

WHEREAS, the parties hereto desire to agree to the issuance of the Refunding Bonds by the Orange Authority; and

WHEREAS, the Diocese has agreed to indemnify the Orange Authority and Polk Authority in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

SECTION 1. Authorization to Issue the Refunding Bonds. The Polk Authority authorizes the Orange Authority to issue the Refunding Bonds in an aggregate principal amount not exceeding \$95,000,000 solely for the purpose of refunding the Bonds and paying certain costs of issuance associated with the issuance of the Refunding Bonds. The Orange Authority and Polk Authority do hereby agree that the Orange Authority is hereby authorized to exercise all powers relating to the issuance of the Refunding Bonds pursuant to the

Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Polk County which are necessary or convenient for the issuance of the Refunding Bonds to the same extent as if Polk Authority were issuing its own industrial revenue bonds for such purposes without any further authorization from Polk Authority to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Orange Authority be vested, to the maximum extent permitted by law, with all powers which Polk Authority might exercise with respect to the issuance of the Refunding Bonds for the sole purpose of refunding the Bonds and paying certain costs of issuance associated with the issuance of the Refunding Bonds as though Polk Authority were issuing such Refunding Bonds as its own special limited obligations.

SECTION 2. Qualifying Project; Representations.

A. The parties hereto represent that each of the projects within their respective jurisdictions constitutes a "Project" as such term is used in Parts II and III, Chapter 159, Florida Statutes,

B. The Orange Authority hereby represents, determines and agrees as follows:

1. The components of the Project located within Orange County are appropriate to the needs and circumstances of, and make a significant contribution to the economic growth of Orange County; provide or preserve gainful employment; and serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida (the "State") and its people.

2. No financing for the projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under any loan or financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts II and III, Chapter 159, Florida Statutes, and such other responsibilities as may be imposed under any loan or financing agreement.

3. Orange County is able to cope satisfactorily with the impact of the portions of the Project located in Orange County and is able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the construction, operation, repair, and maintenance of the portions of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

4. Adequate provision will be made in the loan or financing agreements for the operation, repair and maintenance of the Project at the expense of the Diocese and for the payment of principal of and interest on the Refunding Bonds.

C. The Polk Authority hereby represents, determines and agrees as follows:

1. The Polk County Projects are appropriate to the needs and circumstances of, and make a significant contribution to the economic growth of Polk County, Florida;

provide or preserve gainful employment; and serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.

2. Based upon representations of the Diocese and Catholic Charities, Polk County is able to cope satisfactorily with the impact of the Polk County Projects and is able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the construction, operation, repair, and maintenance of the Polk County Projects and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of Polk Authority; Limited Obligation of the Orange Authority. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the Polk Authority hereunder, nor the Refunding Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Polk Authority. The Refunding Bonds when issued, and the interest thereon, shall be limited and special obligations of the Orange Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Polk Authority or the Orange Authority in his or her individual capacity and no member, officer, agent or employee of the Polk Authority or the Orange Authority shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 5. Allocation of Responsibilities. The Orange Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Refunding Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Refunding Bonds and the establishment of any funds and accounts pursuant to an indenture of trust related to the Refunding Bonds. Neither the Polk Authority nor the Orange Authority shall be liable for the costs of issuing the Refunding Bonds or the costs incurred by any of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the Polk Authority or the Orange Authority or counsel to any of them. All of such costs shall be paid from the proceeds of the Refunding Bonds or from other moneys of the Diocese.

SECTION 6. Indemnity. The Diocese, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless Polk Authority and the Orange Authority, their respective officers, employees, agents and attorneys, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Refunding Bonds, other than any such losses, damages, liabilities or

expenses, in the case of the Orange Authority, arising from the willful misconduct or gross negligence of the Orange Authority, and, in the case of the Polk Authority, arising from the willful misconduct or gross negligence of the Polk Authority. The Diocese's obligations under this Section 6 shall survive the termination of this Agreement.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Refunding Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Diocese or its authorized agent or representative with the Clerk of the Circuit Court of Polk County, Florida, and with the Clerk of the Circuit Court of Orange County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until executed by both parties and so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. Litigation. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 13. Limited Approval. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Diocese or Catholic Charities or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Refunding Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Refunding Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project. Further, the approval of the issuance of the Refunding Bonds by the Orange Authority shall not be construed to obligate the Polk Authority to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Refunding Bonds or the acquisition and construction of the Project, and the Orange Authority shall so provide in the financing documents setting forth the details of the Refunding Bonds.

SECTION 14. Allocation. The parties hereto agree that for purposes of Section 265(b)(3)(C)(ii) of the Code, the entire amount of the financing of the Project shall be allocated to the Orange Authority.

SECTION 15. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

By: Gina Dole
Name: Gina E Dole
Title: Chairman

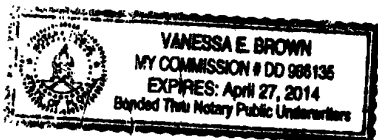
ATTEST

By: Amy Mulford
Name: Amy Mulford
Title: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of January, 2012 by Gina Dole, Chairman of the Orange County Industrial Development Authority, who is personally known to me/has produced _____ as identification.

(SEAL)



Vanessa E Brown
Printed/Typed Name: Vanessa E Brown
Notary Public-State of Florida
Commission Number:

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

**POLK COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

ATTEST

By: *Dave L. Curry*

Name: Dave Curry

Title: Secretary

By: *Richard M. Munday*

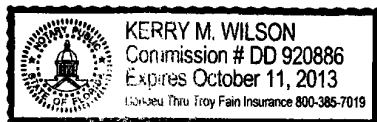
Name: Richard M. Munday

Title: Chairman

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 19th day of JANUARY, 2012, by Richard M. Munday, Chairman of **Polk County, Industrial Development Authority**, who is personally known to me/has produced _____ as identification.



(SEAL)

Kerry M. Wilson

Printed/Typed Name: _____

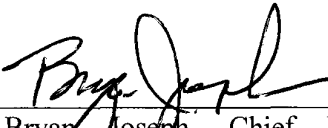
Notary Public-State of Florida

Commission Number: _____

APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE

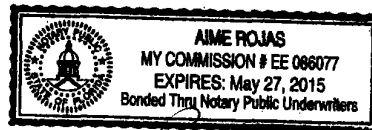
John Gerard Noonan, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, and his successors in office, hereby approve this Interlocal Agreement and acknowledge their acceptance of their obligations arising thereunder, including, without limitation, their obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA

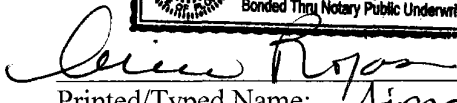
By: 
Bryan Joseph, Chief Financial Officer,
for Bishop John Gerard Noonan, as Bishop

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12th day of January, 2012, by Bryan Joseph, Chief Financial Officer, for John Gerard Noonan, **Bishop**, who is personally known to me/has produced Personally known to me as identification.



(SEAL)


Printed/Typed Name: Aime Rojas
Notary Public-State of Florida
Commission Number: # EE 086077