

JOINDER TO INTERLOCAL AGREEMENT

THIS JOINDER TO INTERLOCAL AGREEMENT (this "Joinder") is being entered into as of this ___ day of _____, 2008 by and between LEON COUNTY, FLORIDA and FLORIDA DEVELOPMENT FINANCE CORPORATION.

WHEREAS, Orange County, Florida, and the Florida Development Finance Corporation have heretofore entered into that certain Interlocal Agreement, dated as of April 12, 1994 (the "Interlocal Agreement"); providing for the activation of the Florida Development Finance Corporation (the "FDFC") pursuant to the provisions of the Florida Development Finance Corporation Act of 1993 (such Act, as now or hereafter amended, is herein referred to as the "Act"); and

WHEREAS, the Act and the Interlocal Agreement provide that any other public agency (as defined in the Act) may enter into an Interlocal Agreement in order to permit the FDFC to function within the corporate limits of such public agency; and

WHEREAS, Leon County, Florida, a public agency as defined in the Act, desires that the FDFC function within the jurisdictional limits of Leon County, Florida;

NOW, THEREFORE, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. LEON COUNTY, FLORIDA hereby joins in the Interlocal Agreement and agrees to be bound by all the terms and provisions thereof. Leon County, Florida further agrees to file an executed copy of this joinder, together with a copy of the Interlocal Agreement, with the Clerk of the Circuit Court of Leon County.

Section 2. The execution of the joinder to the Interlocal Agreement authorized herein shall be solely for the purpose of satisfying the requirements of the Act in order to grant the FDFC full right, power, and authority to exercise any and all powers set forth in the Act and under the Interlocal Act (to the extent that the exercise of such powers is consistent with the purposes of the Act) within the jurisdictional limits of Leon County, Florida and shall not be construed as an approval of any zoning building, or other developmental or regulatory permit, and the Board of County Commissioners shall not be construed by virtue of its adoption of this resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard.

Section 3. Leon County, Florida shall not be liable or responsible for any of the indebtedness, liabilities, costs, or expenses of the FDFC. All debts, liabilities, costs, and expenses incurred by the FDFC shall be paid solely by the FDFC as permitted under the Act.

Section 4. Bonds, notes, or other indebtedness issued or insured by FDFC shall not constitute a debt, liability, or obligation of Leon County, Florida, or the State of

Florida, or any political subdivision thereof or a pledge of the faith and credit or any taxing power of Leon County, Florida or the State of Florida or any political subdivision thereof, but shall be limited obligations of the FDFC payable solely and secured by a pledge of payments made by borrowers from the FDFC and other funds provided therefor.

IN WITNESS WHEREOF, LEON COUNTY, FLORIDA, has caused this Joinder to Interlocal Agreement to be executed for the uses and purposes therein expressed on this ____ day of _____, 2008.

(SEAL)

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

BEFORE ME, the undersigned authority, personally appeared _____, Chairman, Leon County, Florida, Board of County Commissioners, to me personally known, and acknowledged before me that he is the person who signed the above and foregoing Joinder to Interlocal Agreement for the uses and purposes therein contained.

WITNESS my hand and seal of my office, Leon County, Florida, this ____ day of _____, 2008.

Notary Public, State at Large
My Commission expires: _____