

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT (the "Agreement") dated as of the 1st day of February, 2001, entered into by and among a limited number of governmental units executing this Agreement, each one constituting either a public agency, a county or municipality organized under the laws of the State of Florida, and among the public entities authorizing and approving this Agreement, with their participation evidenced by the signatures of their Chairman or Vice Chairman;

WITNESSETH:

WHEREAS, each of the Governmental Units have the power to borrow funds, contract loans and issue bonds, for public purposes pursuant to Part I of Chapter 159, Florida Statutes, as amended, Part II of Chapter 166, Florida Statutes, as amended, or Part I of Chapter 125, Florida Statutes, as amended, and other applicable law (collectively, the "Act"); and

WHEREAS, Part I of Chapter 163, Florida Statutes, as amended (the "Interlocal Act"), permits the Governmental Units, as public agencies under the Interlocal Act, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Governmental Units share in common and which each might exercise separately permitting the Governmental Units to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geographic, economic, population and other factors influencing the needs and development of such Governmental Units; and

WHEREAS, Chapter 163, Part I, Florida Statutes, authorizes the Governmental Units, pursuant to an interlocal agreement, to create a separate legal entity to exercise the common power of the Governmental Units to issue revenue bonds for the purpose of providing interim financing for qualifying projects and to undertake such other permitted purposes pursuant to the Act; and

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Resolutions therein, it is mutually agreed and understood by and among the Governmental Units that now execute this Agreement, the Florida Rural Utility Financing Commission, a legal entity and public body corporate and politic (the "Commission") is hereby created and charged with the structuring of the Program as follows:

FILED AND RECORDED
DATE 04/24/2001 TM 11:31

BRENT X. THURMOND CLERK
CO:WAKULLA ST:FL

FL#0000170389 B 405 P 748
REC NO. 01111429576

ARTICLE I

DEFINITIONS

The following definitions shall govern the interpretation of this Agreement:

"Act" shall mean, collectively, Part I of Chapter 163, Part I of Chapter 125, Part II of Chapter 166 or Part I of Chapter 159, Florida Statutes, as amended and other applicable provisions of law.

"Agreement" shall mean this First Amended and Restated Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Bonds" shall mean the bonds, bond anticipation notes, notes or other obligations issued by the Commission pursuant to Section 4.01 of this Agreement, the proceeds from the sale of which shall be deposited and disbursed to the Governmental Units, other municipalities, counties and public agencies in the State (regardless of whether such municipalities, counties or public agencies become members of the Commission) and public purpose non-profit corporations pursuant to the terms of the Indenture, the Loan Agreements and other Program Documents.

"Commission" shall mean the Florida Rural Utility Financing Commission, a legal entity and a public body corporate and politic created pursuant to the provisions of this Agreement.

"County" shall mean those counties which execute this Agreement and thereby agree to be bound by its terms until such time as it no longer has any obligations under the Program.

"Executive Director" shall mean that person selected and designated by the Commission to administer the Program pursuant to the provisions of this Agreement.

"Governmental Units" shall mean any Public Agency, Municipality or County, or any combination thereof, participating in the Program. Notwithstanding this definition of "Governmental Units," Public Agencies, Municipalities, Counties and public purpose non-profit corporations may participate in the Program and borrow proceeds of the Bonds, regardless of whether such Governmental Units become members of the Commission.

"Indenture" shall mean one or more Trust Indentures to be entered into by and between the Commission and the Trustee from time to time, including any amendments or supplements thereto executed and delivered in accordance with the terms thereof. The Indenture shall be in such form and contain such provisions, covenants, representations and restrictions as shall hereafter be approved by the Commission.

"Interlocal Act" shall mean Part I of Chapter 163, Florida Statutes, as amended.

"Loan" means an amount equal to the outstanding balance under a particular Loan Agreement.

"Loan Agreement" or "Loan Agreements" shall mean the loan agreements, including the exhibits attached thereto, which the Governmental Unit shall execute prior to obtaining a loan from the Commission, which loan agreement shall be in the form prescribed by the Commission and which shall require the Governmental Unit to be bound by the terms of this Agreement.

"Member" or "Members" shall mean that Governmental unit which is a duly authorized member of the Commission pursuant to the provisions of this Agreement.

"Municipality" shall mean those municipalities which execute this Agreement and thereby agree to be bound by its terms until such time as it no longer has any obligations under the Program.

"Pro Rata Share" shall mean a fraction, the numerator of which is the outstanding principal amount of the Loan with regard to a particular Governmental Unit and the denominator of which is the sum of the outstanding principal amounts of all Loans of the Commission.

"Program" shall mean the Program of the Commission created and structured pursuant to the terms and conditions of this Agreement and the Program Documents, pursuant to which costs of the Projects will be financed or refinanced through the issuance of the Bonds.

"Program Documents" shall mean, collectively, the Indenture, the Loan Agreement and such other agreements, opinions of counsel and certificates as the Commission shall deem appropriate.

"Project" shall mean a governmental undertaking approved by the governing body of a Governmental Unit for a public purpose and which has received a permanent financing commitment.

"Public Agency" shall have the same meaning as set forth in Section 163.01(3)(b), Florida Statutes, as amended from time to time and which execute this Agreement and thereby agree to be bound by its terms until such time as it no longer has outstanding obligations under the Program.

"Public Official" shall mean the chief executive officer, the chief financial officer, an elected public official, an appointed public official or an employee of the respective Governmental Unit.

"Representative" shall mean that Public Official appointed by a Governmental Unit to serve on the Commission.

"Resolutions" shall mean those resolutions duly adopted by the Governmental Unit authorizing the participation of such Governmental Unit in the Program pursuant to the provisions of this Agreement.

"Rural Development" shall mean the United States Department of Agriculture-Rural Development Agency and its successors or assigns.

"State" shall mean the State of Florida.

"Trustee" shall mean such entity to be hereafter selected by the Commission to act as Trustee for the Program in accordance with the terms of the Indenture, and any successor or assigns.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

ARTICLE II

THE COMMISSION

Section 2.01. Creation. There is hereby created the Florida Rural Utility Financing Commission, a legal entity and a public body corporate and politic the membership of which consists or shall consist only of participating municipalities, counties or public agencies existing under the laws of the State of Florida.

Section 2.02. Purpose and Powers. The purpose of the Commission is to provide interim financing for participating Governmental Units and other municipalities and counties in this State (regardless of whether they become members of the Commission), and public purpose non-profit corporations who have received a commitment for permanent financing of a Project; to benefit from the economies of scale associated with large scale financings which may otherwise be unrealized if separate financings were undertaken; to assist the Governmental Units and other municipalities, counties and public agencies in this State (regardless of whether they become members of the Commission) in developing and structuring financial programs and activities such as the Program, which will provide essential services and functions at lower costs to inhabitants and to undertake such other purposes as permitted by law. In furtherance of the foregoing, the Commission is authorized for the purpose of providing interim financing for any Project to exercise all of the privileges, benefits, powers and terms of Section 125.325, Florida Statutes, Part I of Chapter 163, Part I of Chapter 159, Part I of Chapter 125 and Part II of Chapter 166, Florida Statutes, and to issue Bonds pursuant to Article IV. To carry out the purpose of the Commission, the Commission shall exercise such powers, which shall include, but are not limited to, the power to make and enter into contracts and agreements necessary or incidental to the performance of its duties and the execution of its duties under this Agreement, to employ agencies, employees, consultants, advisors, experts, attorneys and such other employees and agents as may in the judgment of the Commission be necessary, and to fix their compensation; to sue or be sued in its own name; to receive and accept any aid or contributions from any source of either money, property, labor or other things of value, to be held, used or applied only for the purposes for which such grants and contributions may be made; to adopt a seal; and to adopt its own place of its official meetings.

Section 2.03. Powers Not Exclusive. No enumeration of powers herein shall be deemed exclusive or restrictive, but shall be deemed to incorporate all implied powers necessary or incident to carrying out the purpose of this Commission.

Section 2.04. Membership. The Members of the Commission shall consist of those Governmental Units which have been admitted pursuant to Article III.

Section 2.05. Duration of Commission. (a) The Commission shall exist so long as any Bonds or other obligations of the Commission or obligations of any participating Governmental Unit issued under the Program remain outstanding.

(b) Upon termination, all assets of the Commission shall be allocated among the participating Governmental Units based on their Pro Rata Share.

ARTICLE III

MEMBERSHIP AND REPRESENTATION

Section 3.01. Membership. (a) Membership in the Commission shall consist of those participating Governmental Units selected pursuant to this Article.

(b) Subject to the provisions of this subparagraph (b), each Governmental Unit applying for membership shall be admitted upon a unanimous vote of the existing members and subsequent execution of this Agreement.

(c) Membership is limited to five (5) Members.

(d) The initial Members shall be Gadsden County, Florida, Jackson County, Florida and Wakulla County, Florida.

Section 3.02. Representation. (a) Each participating Governmental Unit shall appoint one Representative to act on its behalf on the Commission.

(b) Each Representative shall have one (1) vote on the Commission.

(c) Each Representative shall be, at the time of selection and at all times while acting as a Representative, a Public Official of the respective Governmental Unit. In the event any Representatives shall cease to be a Public Official, resign according to Section 3.06 or be removed as the Representative of the respective Governmental Units, such Governmental Unit shall appoint a new Representative within thirty (30) days.

(d) Each participating Governmental Unit in its sole discretion may remove its Representative at any time and appoint a new Representative.

(e) The initial Representatives of the Commission, the Governmental Unit each represents and their addresses are as shown on Exhibit "A" attached.

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- (f) The Representative from Gadsden County shall be acting Chairman for the purpose of calling and presiding over the Commission's initial organizational meeting.

Section 3.03. Action. (a) The affairs, actions and duties of the Commission shall be undertaken at duly called meetings pursuant to Section 3.09.

(b) At any meeting of the Commission at which any official action is to be taken a majority of the Representatives shall constitute a quorum; and a majority vote of the Representatives present shall be the act of the Commission.

(c) A certificate, resolution or instrument signed by the Chairman, Vice-Chairman or such other designated person of the Commission as may be hereafter selected by the Commission, shall be evidence of the action of the Commission, and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be true.

Section 3.04. Election of officers; Appointment of Executive Director. (a) Once a year at a meeting of the Commission called for the purpose thereof, the Commission through its Representatives shall elect officers of the Commission. The officers shall include a Chairman, a Vice-Chairman and a Secretary-Treasurer to conduct the meetings of the Commission and to perform such other functions as herein provided. Said Chairman, Vice-Chairman and Secretary-Treasurer shall serve one (1) year terms unless they sooner resign pursuant to Section 3.06 hereof or are otherwise removed pursuant to Section 3.02(c) and (d) hereof.

(b) As often as necessary, the Commission may appoint an Executive Director which may be a Representative. The Executive Director shall perform such functions and duties as prescribed by the Commission. The initial appointed Executive Director shall be the Executive Director of the Florida Rural Water Association, pursuant to an agreement to be entered into.

Section 3.05. Authority of Officers. (a) The Chairman and the Vice-Chairman shall be permitted to take such action and sign such documents, including the Program Documents, on behalf of the Commission and in furtherance of the purposes of this Agreement and the Program as shall be approved by resolution of the Commission.

(b) The Secretary-Treasurer or his designee shall keep minutes of all meetings, proceedings and acts of the Commission, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Commission shall be sent by the Secretary/Treasurer or a designee to all Representatives of the Commission.

Section 3.06. Resignation. Any Representative may resign from all duties or responsibilities hereunder, by giving at least seven (7) days prior written notice sent by registered mail to the Chairman. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on such date. Each participating Governmental Unit in its sole discretion may remove its Representative at any time by resolution. Upon resignation or removal of such Representative, such

Governmental Unit shall appoint a new Representative by resolution of such Governmental Unit presented to the Commission.

Subject to the provisions of the following sentence, a Member may voluntarily remove itself as a Member of the Commission, by adoption of a resolution of the governing body of such Member electing to terminate its membership. Not less than 30 days prior to the date of adoption of such resolution, the Commission shall provide written notice of such proposed action to all existing Members.

Any Representative or any officer, as applicable, upon leaving office, shall forthwith turn over and deliver to the Chairman any and all records, books, documents or other property in his possession or under his control which belongs to the Commission and/or relates to the Program.

Section 3.07. Expenses. The Commission may establish, from time to time, reimbursement for necessary expenses incurred in accordance with the terms of this Agreement.

Section 3.08. Liability. No Representative, agent, officer, representative or employee of the Commission shall be liable for any action taken pursuant to this Agreement in good faith or for an omission, except gross negligence, or for any act of omission or commission by any other Representative, agent, officer or employee of the Commission.

Section 3.09. Meetings. (a) During the first quarter of the calendar year, the Chairman shall call for an annual meeting and the Commission shall meet at such location approved by the officers upon written notice by such officers provided to each Representative not less than ten (10) business days prior to such meeting. In addition to such annual meeting the Commission shall meet at such times and at such places, at the request of the Chairman or at the request of a majority of the Representatives. The Chairman may direct the Secretary-Treasurer to send the prerequisite notice for any meeting of the Commission, otherwise called in accordance with the provisions hereof.

(b) Emergency meetings of the Commission may be held in the manner provided by the laws of the State of Florida.

Section 3.10. Rules. The Commission shall from time to time adopt such rules relating to the actions of the Commission as shall be necessary or desirable to the successful operation of the Commission. Such rules and any amendments thereto shall be approved by a vote of the governing body of each Member.

ARTICLE IV

THE BONDS

Section 4.01. Bonds. Pursuant to the provisions of the Interlocal Act, the Commission may issue from time to time in various series, Bonds to provide interim financing for the Projects. Such Bonds shall be issued upon such terms, containing such provisions, bearing interest at such lawful rate

or rates, including variable rates, and supported by such other documents to be issued as may hereafter be established by the Commission.

Section 4.02. Bond Proceeds. The proceeds from the original issuance of the Bonds shall be deposited and used for such purposes and under such conditions as set forth herein and in the Program Documents provided.

Section 4.03. Limited Obligations. Notwithstanding anything to the contrary herein or in the Program Documents provided, the Bonds under this Program shall not constitute "bonds" within the meaning of Article VII, Section 12 of the Constitution and the Statutes of Florida to be approved at an election of the qualified electors of the Governmental Units. The Bonds shall not constitute a general obligation of the Governmental Units or any one or combination of them, the State of Florida or any political subdivision thereof, or a lien upon any property owned by or situated within the territorial limits of the Governmental Units, the State of Florida or any political subdivision thereof. The holders of the Bonds shall not have the right to require or compel any exercise of the taxing power of any of the Governmental Units, the State of Florida or any political subdivision thereof to pay the principal of, premium, if any, and interest on the Bonds or to make any other payments provided for under the Program Documents.

ARTICLE V

MISCELLANEOUS

Section 5.01. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the State or the Governmental Units or any officers thereof.

Section 5.02. Filing. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in each county wherein a participating Governmental Unit is located.

Section 5.03. Participation. No Governmental Unit which is a Member shall be required to borrow money from the Commission or to participate in any program of the Commission except upon the election of such Governmental Unit and the execution of any related program documents.

Section 5.04. Immunity; Exemptions. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any Governmental Units when performing their respective functions within the territorial limits for their respective Governmental Units shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of this First Amended and Restated Interlocal Agreement.

Section 5.05. Limited Liability. This Agreement does not relieve a Governmental Unit of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement, or the Trustee, in which case the performance may be offered in satisfaction of the obligation or responsibility but only to the extent provided in the Program Documents. No Governmental Unit shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Commission, the Representatives or any other agents, employees or Representatives of the Commission, except to the extent otherwise provided in their respective Loan Agreements and in such other agreements in effect from time to time between the Commission and such Governmental Units and neither the Commission, the Representatives or any other agents, employees or representatives of the Commission have any authority or power to otherwise obligate the Governmental Unit in any manner.

Section 5.06. Amendments. This Agreement may be amended in writing at any time by a vote of approval of the governing body of each Member. However, this Agreement may not be amended so as to (i) permit any profits of the Commission to inure to the benefit of any private person or to permit the assets of the Commission to be distributed to other than the Members, or (ii) permit the diversion or application of any of the money or other assets of the Commission for any purpose inconsistent with the provisions and the purposes hereof or to affect the tax-exempt status of the Bonds, if on the date of issuance of the Bonds, the interest thereon is excluded from gross income of the holders thereof for purposes of federal income taxation.

Section 5.07. Controlling Law. This Agreement shall be construed and governed by Florida law.

Section 5.08. Effective Date. This Agreement shall be effective from the date of execution hereto.

FL#0000170389 B 405 P 756
REC NO. 01111429576

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, this First Amended and Restated Interlocal Agreement has been executed by and on behalf of the authorized officers and representatives of Wakulla County, Florida on this 19 day of February, 2001.

(Seal)



BOARD OF COUNTY COMMISSIONERS OF
WAKULLA COUNTY, FLORIDA

By: Leon E. Nettles
Chairman

ATTEST:

Brent X. Thomas
Clerk

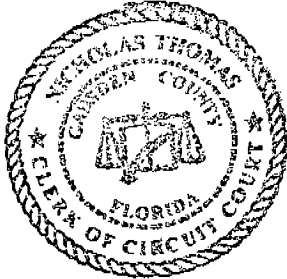
Approved as to form
and sufficiency:

Robert S. Higgins
Attorney

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, this First Amended and Restated Interlocal Agreement has been executed by and on behalf of the authorized officers and representatives of Gadsden County, Florida on this 11th day of January, 2000.

(Seal)



BOARD OF COUNTY COMMISSIONERS OF
GADSDEN COUNTY, FLORIDA

By: _____

Chairman

ATTEST:

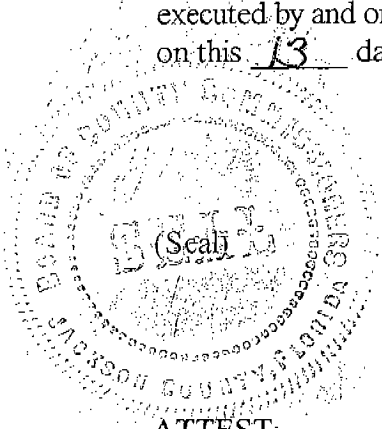
Munie Strough for
Clerk Nicholas Thomas

Approved as to form
and sufficiency:

[Signature]
Attorney

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, this First Amended and Restated Interlocal Agreement has been executed by and on behalf of the authorized officers and representatives of Jackson County, Florida on this 13 day of FEB, 2001.



BOARD OF COUNTY COMMISSIONERS OF JACKSON COUNTY, FLORIDA

By: Ted Tague
Chairman

ATTEST:

Sherrill Wimberly
Clerk/DC

Approved as to form and sufficiency:

EB
Attorney

EXHIBIT A

The initial Representatives of the Commission, the Governmental Unit each represents and their addresses are as follows:

Gadsden County, Florida
Chairman

P.O. Box 1799
Quincy, Florida 32353

Jackson County, Florida
Chairman

2864 Madison Street
Marianna, Florida 32448

Wakulla County, Florida
County Commission Vice Chair

P.O. Box 1263
Crawfordville, Florida 32326