

BOARD OF COUNTY COMMISSIONERS

DATE: June 23, 2015

AGENDA ITEM NO. 376.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 **County Administrator's Signature:**

Subject:

Adoption of a Resolution and an Interlocal Agreement between Pinellas County Industrial Development Authority and Sumter County, Florida (Issuer) in connection with the issuance by Sumter County, Florida of its Industrial Development Private Activity Bonds, Series 2015 for Goodwill Industries-Suncoast, Inc.

Department:

Economic Development Authority

Staff Member Responsible:

Mike Meidel, Executive Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD), ACTING AS THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, DOING BUSINESS AS THE ECONOMIC DEVELOPMENT AUTHORITY (AUTHORITY), ADOPT THE RESOLUTION AND APPROVE THE INTERLOCAL AGREEMENT AUTHORIZING THE FINANCING OF THE PROJECT TO BE LOCATED IN PINELLAS COUNTY ON BEHALF OF GOODWILL INDUSTRIES-SUNCOAST, INC.

Summary Explanation/Background:

Goodwill Industries-Suncoast, Inc. (Goodwill) has requested the issuance of not to exceed \$13,000,000 Sumter County, Florida Industrial Development Private Activity Bonds, Series 2015 by Sumter County, Florida (Issuer) to finance certain capital improvement costs incurred or to be incurred by Goodwill in connection with the acquisition, construction and refinancing of three separate Goodwill stores located in Sumter County, Pasco County and Pinellas County. The project located in Pinellas County consists of an approximately 20,181 square foot stand-alone donated goods retail superstore, processing and training center, to be located on approximately 2.57 acres at 16432 U.S. Highway 19 North, Clearwater, Florida (Project). Goodwill will own and operate the Project. The Issuer authorized the issuance of the Bonds on June 9, 2015. Approval of the Tax Equity and Fiscal Responsibility Act (TEFRA) resolution by the Board is also scheduled for today's meeting.

Fiscal Impact/Cost/Revenue Summary:

There is no fiscal impact on County. Goodwill is responsible for payment of all fees and expenses.

Exhibits/Attachments Attached:

Resolution
Exhibit A to Resolution - Sumter County IDA Inducement Resolution
Exhibit B to Resolution - Interlocal Agreement

RESOLUTION

A RESOLUTION OF THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REGARDING THE PROPOSED ISSUANCE BY THE SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY OF AN INDUSTRIAL DEVELOPMENT REVENUE NOTE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,000,000 FOR THE PRINCIPAL PURPOSE OF FINANCING AND REFINANCING CERTAIN CAPITAL IMPROVEMENT COSTS INCURRED OR TO BE INCURRED BY GOODWILL INDUSTRIES - SUNCOAST, INC. IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN SOCIAL SERVICE CENTERS AS DESCRIBED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Goodwill Industries - Suncoast, Inc., a Florida not-for-profit corporation ("Goodwill"), has applied to the Sumter County Industrial Development Authority (the "Authority"), to issue an industrial development revenue note in the aggregate principal amount of not to exceed \$13,000,000 (the "Note") for the principal purpose of (a) financing (including reimbursement of prior expenditures for) all or a portion of the costs of (i) acquiring a 26,470 square foot stand-alone donated goods retail superstore and processing and training center located in Sumter County, Florida (the "Wildwood Project"), (ii) refunding certain interim indebtedness of Goodwill (the "Prior Indebtedness"), the proceeds of which Prior Indebtedness were applied to finance the acquisition of a 26,407 square foot stand-alone donated goods retail superstore and processing and training center located in Pasco County, Florida (the "Trinity Project"), and (iii) acquiring, constructing, equipping and installing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center located in Pinellas County, Florida (the "Clearwater Project," and collectively with the Wildwood Project and the Trinity Project, the "Projects"); and (b) paying certain costs associated with the issuance of the Note. The Projects are to be owned and operated by Goodwill; and

WHEREAS, on May 28, 2015, the Authority, by resolution adopted on such date, gave its preliminary authorization for the issuance of the Note, a copy of which resolution is attached hereto as Exhibit A; and

WHEREAS, the Clearwater Project is to be located within the county boundaries of Pinellas County; and

WHEREAS, based solely on representations of Goodwill, the Pinellas County Industrial Development Authority (the "Pinellas IDA") has determined that Clearwater Project constitutes a "social service center" and "Project" within the meaning and contemplation of the Act, and the issuance of the Note and the completion of the Clearwater Project are appropriate to the needs and circumstances of Pinellas County, shall make a significant contribution to the economic growth of Pinellas County, shall provide or preserve gainful employment and community and social services and shall serve a public purpose by advancing the economic prosperity and the general welfare of Pinellas County and its people and by improving living conditions within Pinellas County; and

WHEREAS, based upon representations of note counsel to the Authority, the Authority has determined that the costs of the Clearwater Project to be financed from the proceeds of the Note in accordance with the terms of the financing documents constitute costs of a "Project" within the meaning of the Act; and

WHEREAS, based solely on representations of Goodwill, the Pinellas IDA has determined that Pinellas County will be able to cope satisfactorily with the impact of the Clearwater 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 Clearwater Project within its jurisdiction and on account of any increases in population or other circumstances resulting therefrom; and

WHEREAS, it is deemed desirable by the Pinellas IDA that it enter into an Interlocal Agreement with the Authority, a form of which is attached hereto as Exhibit B, as provided for and under the authority of Chapter 163, Part I, Florida Statutes, in order to satisfy certain host approval requirements of the Act (defined herein) and Section 147(f) of the Code pertaining to the Clearwater Project located in the boundaries of Pinellas County, as more fully described in the financing documents.

BE IT RESOLVED BY THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 159, Parts II and III, Florida

Statutes, Chapter 163, Part I, Florida Statutes and other applicable provisions of law (the "Act").

SECTION 2. APPROVAL OF INTERLOCAL AGREEMENT. Prior or contemporaneously with the issuance of the Note by the Authority, the Chair or Vice-Chair of the Pinellas IDA are hereby authorized and directed to execute and the Secretary, or his or her designee, of the Pinellas IDA is hereby authorized to apply the seal of the Pinellas IDA thereof, for and on behalf of the Pinellas IDA to, the Interlocal Agreement substantially in the form attached hereto as Exhibit B between the Pinellas IDA and the Authority, in order to permit the loan of a portion of the Note proceeds to Goodwill for the purpose of financing the Clearwater Project.

SECTION 3. LIMITED OBLIGATIONS. The Note and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the Authority, Sumter County, Pasco County, Pinellas County, the Pinellas IDA, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a financing agreement entered into by and among the Authority, Goodwill and the original purchaser of the Note prior to or contemporaneously with the issuance of the Note.

SECTION 4. LIMITED APPROVAL. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of Goodwill or the financial viability of the Projects, (ii) a recommendation to any prospective purchaser of the Note, (iii) an evaluation of the likelihood of the repayment of the debt service on the Note, or (iv) an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Projects and the Pinellas IDA shall not be construed by reason of its adoption of this resolution to have made any such endorsement, finding or recommendation or to have waived any of the rights of the Pinellas IDA or Pinellas County or estopping the Pinellas IDA or Pinellas County from asserting any rights or responsibilities they may have in that regard.

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SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of June, 2015.

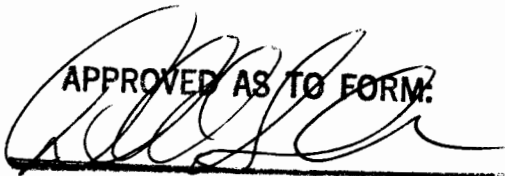
**PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

ATTEST:

_____, Chairman

_____, Executive Director

APPROVED AS TO FORM:


County Attorney

EXHIBIT A TO RESOLUTION

**SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
INDUCEMENT RESOLUTION**

RESOLUTION

A RESOLUTION OF THE SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AUTHORIZING THE ISSUANCE OF AN INDUSTRIAL DEVELOPMENT REVENUE NOTE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,000,000 TO FINANCE AND REFINANCE CERTAIN PROJECTS FOR GOODWILL INDUSTRIES – SUNCOAST, INC.; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH REVENUE NOTE WILL BE SOLD AND ISSUED TO FINANCE AND REFINANCE SUCH PROJECTS; AUTHORIZING THE EXECUTION THEREOF; APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE AUTHORITY AND GOODWILL; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE AUTHORITY AND PASCO COUNTY, FLORIDA AND AN INTERLOCAL AGREEMENT BETWEEN THE AUTHORITY AND THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Goodwill Industries - Suncoast, Inc., a Florida not-for-profit corporation ("Goodwill"), has applied to the Sumter County Industrial Development Authority (the "Authority"), to issue an industrial development revenue note in the aggregate principal amount of not to exceed \$13,000,000 (the "Note") for the principal purpose of (a) financing (including reimbursement of prior expenditures for) all or a portion of the costs of (i) acquiring a 26,470 square foot stand-alone donated goods retail superstore and processing and training center located in Sumter County, Florida (the "Wildwood Project"), (ii) refunding certain interim indebtedness of Goodwill (the "Prior Indebtedness"), the proceeds of which Prior Indebtedness were applied to finance the acquisition of a 26,407 square foot stand-alone donated goods retail superstore and processing and training center located in Pasco County, Florida (the "Trinity Project"), and (iii) acquiring, constructing, equipping and installing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center located in Pinellas County, Florida (the "Clearwater Project," and collectively with the Wildwood Project and the Trinity Project, the "Projects"); and (b) paying certain costs associated with the issuance of the Note. The Projects are to be owned and operated by Goodwill; and

WHEREAS, Goodwill has requested that the Authority loan the proceeds of the Note to Goodwill pursuant to the Constitution of the State of Florida, Parts II and III of

Chapter 159, Florida Statutes, Part I of Chapter 163, Florida Statutes, and other applicable provisions of law (collectively, the "Act") in order to accomplish the foregoing; and

WHEREAS, the note resolution granting the final authority for the issuance of the Note has not yet been adopted by the Authority; and

WHEREAS, the issuance of the Note and the completion of the Wildwood Project will advance the general health, safety and welfare of Sumter County, Florida ("Sumter County") and the people therein and contribute to the overall prosperity of Sumter County; and

WHEREAS, the Authority is authorized under the Act to finance and refinance the Projects through the issuance of the Note and the loaning of the proceeds thereof as herein contemplated, in order to promote the economy of Sumter County and the State of Florida, increase and preserve opportunities for gainful employment and purchasing power, enhance or preserve social service opportunities, improve the prosperity and welfare of the State of Florida and its inhabitants, and otherwise contribute to the prosperity, health and welfare of Sumter County, the State of Florida and the inhabitants thereof; and

WHEREAS, Goodwill has represented that each of the Projects constitutes a "social service center" and a "Project" within the meaning and contemplation of the Act, and the Authority has determined such are appropriate to the needs and circumstances of, and the Wildwood Project shall make a significant contribution to the economic growth of, Sumter County and the State of Florida, shall provide or preserve gainful employment and community services and shall serve a public purpose by advancing the economic prosperity and the general welfare of Sumter County and its people and by improving living conditions within Sumter County; and

WHEREAS, Sumter County will be able to cope satisfactorily with the impact of the Projects located within its jurisdiction 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 Projects within its jurisdiction and on account of any increases in population or other circumstances resulting therefrom; and

WHEREAS, certain costs of the Projects will be financed and refinanced from a portion of the proceeds of the Note in accordance with the terms of the financing documents, and these costs constitute costs of a "Project" within the meaning of the Act; and

WHEREAS, in order to satisfy certain requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Authority did on the date

hereof hold a public hearing on the proposed issuance of the Note for the purposes herein stated, which date is more than 14 days following the first publication of notice of such public hearing in a newspaper of general circulation in Sumter County and which public hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on the issuance of the Note and the location and nature of the Projects, as more particularly described in the notice of public hearing attached hereto as Exhibit A;

WHEREAS, it is appropriate to execute a Memorandum of Agreement (the "Memorandum of Agreement") between the Authority and Goodwill, a form of which is attached hereto as Exhibit B, to evidence the agreement between them as to the terms and conditions under which said Note is to be issued;

WHEREAS, the Trinity Project is located outside of Sumter County in Pasco County, Florida ("Pasco County") and in order to satisfy certain requirements of Section 147(f) of Code, Goodwill has requested that Pasco County conduct a public hearing on the proposed issuance of the Note by the Authority for the purposes herein stated, including expenditure of a portion of the proceeds of the Note to refinance the Trinity Project, on a date more than 14 days following the first publication of notice of such public hearing in a newspaper of general circulation in Pasco County. Issuance of the Note is conditioned upon approval by Pasco County of such issuance following such duly noticed public hearing; and

WHEREAS, it is deemed desirable by the Authority that the Authority enter into an Interlocal Agreement with Pasco County, a form of which is attached hereto as Exhibit C (the "Pasco Interlocal Agreement"), as provided for and under the authority of Chapter 163, Part I, Florida Statutes, in order to satisfy certain host approval requirements of the Act and Section 147(f) of the Code pertaining to the Trinity Project located in the boundaries of Pasco County, as more fully described in the financing documents; and

WHEREAS, the Clearwater Project will be located outside of Sumter County in Pinellas County, Florida ("Pinellas County") and in order to satisfy certain requirements of Section 147(f) of the Code, Goodwill has requested that Pinellas County conduct a public hearing on the proposed issuance of the Note by the Authority for the purposes herein stated, including expenditure of a portion of the proceeds of the Note to finance the Clearwater Project, on a date more than 14 days following the first publication of notice of such public hearing in a newspaper of general circulation in Pinellas County. Issuance of the Note is conditioned upon approval by Pinellas County of such issuance following such duly noticed public hearing; and

WHEREAS, it is deemed desirable by the Authority that the Authority enter into an Interlocal Agreement with the Pinellas County Industrial Development Authority (the "Pinellas IDA"), a form of which is attached hereto as Exhibit D (the "Pinellas Interlocal Agreement," and collectively with the Pasco Interlocal Agreement, the "Interlocal

Agreements"), as provided for and under the authority of Chapter 163, Part I, Florida Statutes, in order to satisfy certain host approval requirements of the Act and Section 147(f) of the Code pertaining to the Clearwater Project located in the boundaries of Pinellas County, as more fully described in the financing documents; and

WHEREAS, it is intended that this Resolution shall constitute official action toward the issuance of the Note within the meaning of the applicable United States Treasury Regulations in addition to any other action that may have heretofore been taken by Goodwill;

NOW THEREFORE, BE IT RESOLVED BY THE SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Act and other applicable provisions of law.

SECTION 2. PRELIMINARY STATEMENT. This Resolution is entered into to permit Goodwill to proceed with the financing of all or a portion of the costs of the Projects and the refunding of the Prior Indebtedness and to provide an expression of intention by the Authority, prior to the issuance of the Note, to issue and sell the Note and make the proceeds thereof available to finance all or a portion of the cost of the Projects and to refund the Prior Indebtedness, to the extent of such proceeds, all in accordance with and subject to the provisions of the Act, laws of the State of Florida, the Code and this Resolution, but subject in all respects to the terms of the Memorandum of Agreement hereinafter referred to.

SECTION 3. PRELIMINARY APPROVAL. The financing of all or a portion of the costs of the Projects and the refunding of the Prior Indebtedness by the Authority through the issuance of the Note, pursuant to the Act, (i) will, to the extent of the Wildwood Project located in Sumter County, promote the economic development, prosperity, health and welfare of the citizens of Sumter County and the general economic structure of Sumter County, and will thereby serve the public purposes of the Act, and (ii) is hereby preliminarily approved, subject, however, in all respects to Goodwill meeting the conditions set forth in the Memorandum of Agreement to the sole satisfaction of the Authority and obtaining the approval of Pasco and Pinellas Counties as required by Section 147(f) of the Code.

SECTION 4. AUTHORIZATION OF THE NOTE. There is hereby authorized to be issued and the Authority hereby determines to issue the Note, if so requested by Goodwill and subject in all respects to the conditions set forth in the Memorandum of Agreement, in an aggregate principal amount not to exceed \$13,000,000 for the principal purpose of financing all or a portion of the costs of the Project and refunding the Prior Indebtedness. The rate of interest payable on the Note shall not

exceed the maximum rate permitted by law. The Note is to be sold and issued only upon compliance with the terms and conditions set forth in the Memorandum of Agreement.

SECTION 5. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE MEMORANDUM OF AGREEMENT. The Memorandum of Agreement is hereby approved, and the Chairman or Vice Chairman are hereby authorized to execute said Memorandum of Agreement in substantially the form attached hereto as Exhibit B, with such changes, omissions and insertions as they shall approve, not inconsistent with the provisions thereof, after approval as to legal sufficiency by legal counsel to the Authority. The Secretary of the Authority is authorized and directed to attest the signature of the Chairman or Vice-Chairman under the seal of the Authority.

SECTION 6. EXECUTION AND DELIVERY OF INTERLOCAL AGREEMENTS. The Chairman or the Vice-Chairman of Authority are hereby authorized and directed to execute, for and on behalf of the Authority, said Pasco Interlocal Agreement in substantially the form attached hereto as Exhibit C and said Pinellas Interlocal Agreement in substantially the form attached hereto as Exhibit D. The Interlocal Agreements provide that Goodwill shall borrow funds derived from the proceeds of the Note issued by the Authority for the principal purpose of financing all or a portion of the costs of the Projects and refunding the Prior Indebtedness as contemplated by the financing documents and the funds shall be repaid solely from the revenues of Goodwill pursuant to the terms of the financing documents and the funds shall be duly expended for their stated purpose. The Interlocal Agreements further acknowledge that the approvals being granted by Pinellas County, the Pinellas IDA and Pasco County are being provided solely for the purpose of complying with the host approval requirements of the Act and Section 147(f) of the Code and the Authority and the Pinellas IDA and Pasco County are entering into their respective Interlocal Agreement pursuant to the powers granted under Section 163.01, Florida Statutes, as amended. The Secretary of the Authority is authorized and directed to attest the signature of the Chairman or Vice-Chairman under the seal of the Authority.

SECTION 7. RECOMMENDATION FOR APPROVAL TO BOARD OF COUNTY COMMISSIONERS. The publication of said Notice of Public Hearing, a copy of which is attached hereto as Exhibit A, for the hearing held on the date hereof for purposes of Section 147(f) of the Code and regarding the proposed issuance of the Note is hereby ratified and confirmed. The Authority and the staff of the Authority are hereby authorized to make a report to the Board of County Commissioners of Sumter County of the public hearing. The Authority hereby recommends the issuance of the Note, financing all or a portion of the costs of the Projects and refunding of the Prior Indebtedness for approval to the Board of County Commissioners of Sumter County (the "Board") and respectfully requests such approval for purposes of Section 147(f) of the Code and Sections 125.01(1)(z) and 159.47(1)(f), Florida Statutes. The Authority hereby directs the Chairman or Vice-Chairman, Authority Counsel and Note Counsel, either alone or jointly, at the expense of Goodwill, to cooperate in seeking approval for the

issuance of the Note, the financing of all or a portion of the costs of the Projects and the refunding of the Prior Indebtedness by the Board as the applicable elected representatives of Sumter County under and pursuant to the Act and Section 147(f) of the Code.

SECTION 8. GENERAL AUTHORIZATION. The Chairman and the Vice-Chairman are hereby further authorized to proceed, upon execution of the Memorandum of Agreement by all parties thereto, with the undertakings provided for therein on the part of the Authority and are further authorized to take such steps and actions as may be required or necessary in order to cause the Authority to issue the Note subject in all respects to the terms and conditions set forth in the Memorandum of Agreement authorized hereby.

SECTION 9. OFFICIAL ACTION. This Resolution is an official action of the Authority toward the issuance of the Note, as contemplated in the Memorandum of Agreement, in accordance with the purposes of the laws of the State of Florida and the applicable United States Treasury Regulations.

SECTION 10. LIMITED OBLIGATIONS. The Note and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the Authority, Sumter County, Pasco County, Pinellas County, the Pinellas IDA, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a financing agreement entered into among the Authority, Goodwill and the original purchaser of the Note prior to or contemporaneously with the issuance of the Note. The Authority has no taxing power.

SECTION 11. LIMITED APPROVAL. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of Goodwill or the financial viability of the Projects, (ii) a recommendation to any prospective purchaser of the Note, (iii) an evaluation of the likelihood of the repayment of the debt service on the Note, or (iv) an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Projects, and the Authority shall not be construed by reason of its adoption of this Resolution to have made any such endorsement, finding or recommendation or to have waived any of its rights or estopping Sumter County from asserting any rights or responsibilities Sumter County may have in that regard.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the Sumter County Industrial Development Authority this 28th day of May, 2015.

**SUMTER COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
William R. Keen, Chairman

ATTEST:

By: _____
John P. Calandro, Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING
SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

The Sumter County Industrial Development Authority (the "Authority") will hold a public hearing on May 28, 2015 at 5:00 p.m. or as soon thereafter as practicable, at 7375 Powell Road, 2nd Floor, Room 208, Wildwood, Florida 34785, to consider the issuance of not exceeding \$13,000,000 aggregate principal amount of an industrial development revenue private activity note (the "Note"), pursuant to Chapter 159, Parts II and III, Florida Statutes and Chapter 163, Part I, Florida Statutes. The Note will be issued by the Authority and the proceeds of the Note will be loaned to Goodwill Industries-Suncoast, Inc. ("Goodwill") for the principal purposes of (a) financing all or a portion of the costs of (i) acquiring a 26,470 square foot stand-alone donated goods retail superstore and processing and training center located in Sumter County, Florida (the "Wildwood Project"), (ii) refunding certain interim indebtedness of Goodwill (the "Prior Indebtedness"), the proceeds of which Prior Indebtedness were applied to finance the acquisition of a 26,407 square foot stand-alone donated goods retail superstore and processing and training center located in Pasco County, Florida (the "Trinity Project"), and (iii) acquiring, constructing, equipping and installing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center located in Pinellas County, Florida (the "Clearwater Project," and collectively with the Wildwood Project and the Trinity Project, the "Projects"); and (b) paying certain costs associated with the issuance of the Note. The Projects are or will be located at:

Wildwood Project

11954 County Road 105
Oxford, Florida 34484
Sumter County

Clearwater Project

16432 US Highway 19 North
Clearwater, Florida 33764
Pinellas County

Trinity Project

11462 State Road 54
New Port Richey, Florida 34655
Pasco County

All of the Projects are or will be owned and operated by Goodwill, the mailing address of which is 10596 Gandy Boulevard, St. Petersburg, Florida 33702. The Note shall be payable solely from the moneys derived by the Authority from a financing agreement and other loan documents executed by the Authority and Goodwill. Such Note and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the Authority, Sumter County, Pasco County, Pinellas County, the Pinellas County Industrial Development Authority, the State of Florida or any political subdivision or agency thereof. Issuance of the Note shall be subject to several conditions including approval by the Sumter County Board of County Commissioners, the Pasco County Board of County Commissioners and the Pinellas County Board of County Commissioners, satisfactory documentation, the approval by note counsel as to

the tax-exempt status of the interest on all or a portion of the Note and receipt of necessary approvals for the financing. The aforementioned hearing shall be a public hearing and all persons who may be interested will be given an opportunity to be heard concerning the same. Written comments may also be submitted prior to the hearing at the Sumter County Industrial Development Authority, 7375 Powell Road, Wildwood, Florida 34785, Attention: County Administrator.

ALL PERSONS FOR OR AGAINST SAID APPROVAL CAN BE HEARD AT SAID TIME AND PLACE. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY SUMTER COUNTY WITH RESPECT TO SUCH HEARING OR MEETING, (S)HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF SUCH HEARING OR MEETING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Sumter County Industrial Development Authority, 7375 Powell Road, Wildwood, Florida 34785, Attention: County Administrator, telephone (352) 689-4400, no later than three (3) days prior to the proceedings. If hearing impaired, please call 352-689-4400 for assistance.

By order of the Sumter County Industrial Development Authority.

**SUMTER COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

EXHIBIT B

FORM OF MEMORANDUM OF AGREEMENT

**MEMORANDUM OF AGREEMENT FOR ISSUANCE OF
PRIVATE ACTIVITY REVENUE NOTE**

This Agreement is between the Sumter County Industrial Development Authority, a public body corporate and politic (the "Authority") and Goodwill Industries – Suncoast, Inc. ("Goodwill"), a Florida not-for-profit corporation.

W I T N E S S E T H:

1. Preliminary Statement. Among the matters of mutual understanding and inducement which have resulted in the execution of this Agreement are the following:

(a) Whereas Chapter 159, Parts II and III, Florida Statutes and Chapter 163, Part I, Florida Statutes, (collectively, the "Act") provides that the Authority may issue revenue notes and loan the proceeds thereof to one or more persons, firms or private corporations, or use such proceeds, to defray the costs of acquiring, by purchase or construction or renovation, certain qualifying social service centers.

(b) Goodwill is considering (a) financing (including reimbursement of prior expenditures for) all or a portion of the costs of (i) acquiring a 26,470 square foot stand-alone donated goods retail superstore and processing and training center located in Sumter County, Florida (the "Wildwood Project"), (ii) refunding certain interim indebtedness of Goodwill (the "Prior Indebtedness"), the proceeds of which Prior Indebtedness were applied to finance the acquisition of a 26,407 square foot stand-alone donated goods retail superstore and processing and training center located in Pasco County, Florida (the "Trinity Project"), and (iii) acquiring, constructing, equipping and installing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center located in Pinellas County, Florida (the "Clearwater Project," and collectively with the Wildwood Project and the Trinity Project, the "Projects"); and (b) paying certain costs associated with the issuance of the Note.

(c) The Authority intends this Agreement to constitute its preliminary approval, subject in all respects to the terms hereof, to issue its revenue note (the "Note") in one or more series or issues, tax-exempt and/or taxable, pursuant to the Act in an amount to be agreed upon by the Authority and Goodwill and to loan the proceeds thereof to Goodwill, or to use such proceeds, for the purposes stated herein, up to an amount not to exceed \$13,000,000.

(d) The Authority considers the issuance and sale of the Note, for the purposes hereinabove set forth, consistent with the objectives of the Act. This Agreement constitutes the official preliminary action of the Authority toward the issuance of the

Note as herein contemplated in accordance with the purposes of both the Act and the applicable United States Treasury Regulations.

(e) The Authority has further determined that its issuance of the Note to assist Goodwill in financing all or a portion of the costs of the Projects and refunding the Prior Indebtedness will result in an increase in employment in Sumter County, Florida ("Sumter County"), including the creation of new jobs and expansion of the present economic base therein, and otherwise promote the health, safety, welfare and prosperity of its citizens.

2. Undertakings on the Part of the Authority. Subject to the terms hereof, the Authority agrees as follows:

(a) Subject to Goodwill providing the Authority with sufficient evidence to enable the Authority to make the findings set forth in Section 159.29 of the Act, the Authority will, subject to Section 4(g) hereof, authorize the issuance of the Note, in one or more series or issues, tax-exempt and/or taxable, in the aggregate principal amount necessary and sufficient to finance (including reimbursement of prior expenditures for) all or a portion of the costs of the Projects and refunding the Prior Indebtedness as the Authority and Goodwill shall agree in writing (including costs of issuance of such Note), but in all events, the principal amount of such Note shall not exceed the lesser of (i) the amount determined by the Authority and Goodwill necessary to accomplish the foregoing, or (ii) \$13,000,000.

(b) The Authority will cooperate with Goodwill and with the underwriters, placement agents or purchasers of the Note and the note counsel of the Authority with respect to the issuance and sale of the Note and will take such further action and authorize the execution of such documents as shall be mutually satisfactory to the Authority and Goodwill for the authorization, issuance and sale of such Note and the use of the proceeds thereof to finance all or a portion of the costs of the Projects and the refunding of the Prior Indebtedness.

(c) The financing agreement, mortgage and other financing documents (collectively, the "Financing Agreements") between the Authority and Goodwill and/or other parties shall, under terms agreed upon by the parties, provide for payments to be made by Goodwill in such sums as shall be necessary to pay the amounts required under the Act, including the principal of and interest and redemption premium, if any, on the Note, as and when the same shall become due and payable.

(d) In authorizing any issuance of the Note pursuant to this Agreement, the Authority will make no warranty, either expressed or implied, that the proceeds of the Note will be sufficient to pay all costs of the Projects or refund the Prior Indebtedness or that the Projects will be suitable for Goodwill's purposes or needs.

(e) The Note shall specifically provide that they are payable solely from the revenues derived from the Financing Agreements or other agreements approved by the Authority, except to the extent payable out of amounts attributable to Note proceeds. The Note and the interest thereon shall not constitute an indebtedness or pledge of the general credit of the Authority, Sumter County, Pasco County, Florida ("Pasco County"), Pinellas County, Florida ("Pinellas County"), the Pinellas County Industrial Development Authority (the "Pinellas IDA"), the State of Florida (the "State") or any political subdivision or agency thereof, and such fact shall be plainly stated on the face of the Note.

(f) Issuance of the Note by the Authority shall be contingent upon satisfaction of (i) all of the provisions hereof, (ii) all applicable provisions of the Act, and (iii) all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder, including the ability of and desirability by the Authority to issue obligations to finance all or a portion of the costs of the Projects and refund the Prior Indebtedness and the approval thereof by the Board of County Commissioners of Pasco County and the Board of County Commissioners of Pinellas County and the Pinellas IDA in accordance with the provisions of Section 147(f) of the Code.

3. Undertakings on the Part of Goodwill. Subject to the terms hereof, Goodwill agrees as follows:

(a) Goodwill will use reasonable efforts to insure that the Note in the aggregate principal amount as stated above is sold; provided, however, that the terms of such Note and of the sale and delivery thereof shall be mutually satisfactory to the Authority and Goodwill.

(b) Prior to the issuance of the Note in the principal amount stated above in one or more series or issues from time to time as the Authority and Goodwill shall agree in writing, Goodwill will enter into the Financing Agreements with the Authority, the terms of which shall be mutually agreeable to the Authority and Goodwill, providing for the loan or use of the proceeds of the Note for the principal purpose of financing all or portion of the costs of the Projects and refunding the Prior Indebtedness. Such Financing Agreements will provide that Goodwill will be obligated to pay the Authority (or the purchaser or holder of the Note, as the case may be) sums sufficient in the aggregate to pay the principal of and interest and redemption premium, if any, on the Note, as and when the same shall become due and payable, and all other expenses related to the issuance and delivery of the Note.

(c) Goodwill shall, in addition to paying the amounts set forth in the Financing Agreements, pay all costs of operation, maintenance, taxes, governmental and other charges which may be assessed or levied against or with respect to the Projects or the refunding of the Prior Indebtedness.

(d) To the extent not otherwise paid from Note proceeds as part of the costs of the Projects or refunding the Prior Indebtedness, Goodwill hereby agrees to pay all of the reasonable out-of-pocket expenses of officials and representatives of the Authority, Sumter County, Pinellas County, the Pinellas IDA and Pasco County incurred in connection with the issuance of the Note and will pay all reasonable fees and expenses of the Authority in accordance with its guidelines, and of Nabors, Giblin & Nickerson, P.A., Note Counsel and counsel to the Authority.

(e) Goodwill will hold the Authority free and harmless from any loss or damage and from any taxes or other charges levied or assessed by reason of any mortgaging or other disposition of the Projects except those arising from the Authority's gross negligence or willful misconduct.

(f) Goodwill agrees to indemnify and defend the Authority and hold the Authority harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the Projects or the issuance of the Note and Goodwill's undertaking thereof, or in any way growing out of or resulting from this Agreement except those arising from the Authority's gross negligence or willful misconduct including, without limitation, all reasonable costs and expenses of the Authority and reasonable attorneys' fees incurred in the enforcement of any agreement of Goodwill contained herein. In the event that the Note is not issued and delivered, this indemnity shall survive the termination of this Agreement.

(g) Goodwill will take such further action as may be required to implement its aforesaid undertakings and as it may deem appropriate in pursuance thereof.

4. General Provisions. All commitments of the Authority under Section 2 hereof and of Goodwill under Section 3 hereof are subject to the conditions that all of the following events shall have occurred not later than May 27, 2016, or such other date as shall be mutually satisfactory to the Authority and Goodwill.

(a) The Authority shall be lawfully entitled to issue the Note as herein contemplated.

(b) The Authority and Goodwill shall have agreed on mutually acceptable terms for the Note and the sale and delivery thereof and mutually acceptable terms and conditions of any trust instrument or instruments in respect thereto and any Financing Agreements or other agreements incidental to the financing or referred to in Sections 2 and 3 hereof.

(c) Rulings satisfactory to Goodwill and to the Authority as to such matters with respect to the Note, the Projects, the refunding of the Prior Indebtedness, the Financing Agreements and any other trust instrument or instruments, if specified by the Authority or Goodwill, shall have been obtained from the Internal Revenue Service

and/or the United States Treasury Department and shall be in full force and effect at the time of issuance of the Note.

(d) Such other rulings, approvals, consents, certificates of compliance, opinions of counsel and other instruments and proceedings reasonably satisfactory to Goodwill and to the Authority as to such matters with respect to the Note, the Projects, the refunding of the Prior Indebtedness, the Financing Agreements and any other trust instrument or instruments, as shall be specified by Goodwill or the Authority, shall have been obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competent jurisdiction over or interest in matters pertinent thereto and shall be in full force and effect at the time of issuance of the Note.

(e) Compliance with all applicable provisions of Chapters 125, 159, 215, 218 and 163, Florida Statutes, and the Authority's guidelines and procedures relating to the issuance of the Note, the interest rate thereon, the type of purchasers of the Note and the terms on which the Note may otherwise be issued.

(f) Receipt by Goodwill of all licenses and necessary approvals from applicable governmental agencies and entities to complete the Projects.

(g) Notwithstanding any other terms hereof, nothing contained herein shall be construed to create a binding commitment by the Authority to issue the Note until such time, if ever, as the Authority shall grant its final approval for the issuance of the Note and the final terms and provisions of the financing. By its execution hereof, Goodwill agrees that the Authority may withhold its final approval of the issuance of the Note in its sole discretion and shall not incur any liability whatsoever as a result of it not granting any such approval notwithstanding any other provision hereof.

If the events set forth in this Section 4 do not take place within the time set forth or any extension thereof, Goodwill agrees that it will reimburse the Authority for all the reasonable and necessary direct or indirect expenses which the Authority may incur at Goodwill's request arising from the execution of this Agreement and the performance by the Authority of its obligations hereunder, including the full legal fees and expenses of the Authority's Note Counsel.

5. Binding Effect. All covenants and agreements herein contained by or on behalf of the Authority and Goodwill shall bind and inure to the benefit of the respective successors and assigns of the Authority and Goodwill whether so expressed or not.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunder duly authorized as of the 28th day of May, 2015.

**SUMTER COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

William R. Keen, Chairman

ATTEST:

John P. Calandro, Secretary

**GOODWILL INDUSTRIES - SUNCOAST,
INC.**

(SEAL)

Gary Hebert, Corporate Treasurer

ATTEST:

Lee C. Zeh, Secretary

EXHIBIT C

FORM OF PASCO INTERLOCAL AGREEMENT

<p>This instrument was prepared by or under the supervision of (and after recording should be returned to):</p> <p>Steven E. Miller, Esq. Nabors, Giblin & Nickerson, P.A. 2502 Rocky Point Drive, Suite 1060 Tampa, Florida 33607</p>	<p>(Space reserved for Clerk of Court)</p>
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**INTERLOCAL AGREEMENT
BETWEEN SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AND PASCO COUNTY, FLORIDA**

WHEREAS, the Sumter County Industrial Development Authority (the "Issuer") is a public body corporate and politic and a public instrumentality organized and existing under the laws of the State of Florida including, particularly, Chapter 159, Part III, Florida Statutes; and

WHEREAS, Goodwill Industries - Suncoast, Inc., a Florida not-for-profit corporation ("Goodwill"), has applied to the Issuer, to issue an industrial development revenue note in the aggregate principal amount of not to exceed \$13,000,000 (the "Note") for the principal purpose of (a) financing (including reimbursement of prior expenditures for) all or a portion of the costs of (i) acquiring a 26,470 square foot stand-alone donated goods retail superstore and processing and training center located in Sumter County, Florida (the "Wildwood Project"), (ii) refunding certain interim indebtedness of Goodwill (the "Prior Indebtedness"), the proceeds of which Prior Indebtedness were applied to finance the acquisition of a 26,407 square foot stand-alone donated goods retail superstore and processing and training center located in Pasco County, Florida (the "Trinity Project"), and (iii) acquiring, constructing, equipping and installing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center located in Pinellas County, Florida (the "Clearwater Project," and collectively with the Wildwood Project and the Trinity Project, the "Projects"); and (b) paying certain costs associated with the issuance of the Note. The Projects are to be owned and operated by Goodwill; and

WHEREAS, the Issuer has given its approval to the issuance of its industrial development revenue note in one or more series in the aggregate principal amount of not exceeding \$13,000,000 (the "Note"), pursuant to the authority of Chapter 159, Parts II and III, Florida Statutes, Chapter 163, Part I, Florida Statutes and other applicable provisions of law (collectively, the "Act"), for the purposes described above; and

WHEREAS, the Note shall be secured solely by revenues described in a financing agreement to be executed by and among the Issuer, Goodwill and the original purchaser of the Note (including any amendments and supplements thereto, the "Financing Agreement"), and the payment of the principal of and premium, if any, and interest on the

Note as the same shall become due shall be made solely by Goodwill in the amounts and from the sources as required by the Financing Agreement; and

WHEREAS, it is deemed desirable by both the Issuer and Pasco County, Florida ("Pasco County") that the Issuer and Pasco County enter into this Interlocal Agreement, as provided for and under the authority of Part I, Chapter 163, Florida Statutes, in order to satisfy certain host approval requirements of the Act and Section 147(f) of the Code pertaining to the Trinity Project located in the county boundaries of Pasco County, as more fully described in the Financing Agreement; and

WHEREAS, the Issuer and Pasco County have each authorized their respective execution and delivery of this Interlocal Agreement for the purposes described above; and

WHEREAS, based upon representations of Goodwill, Pasco County has determined that the Trinity Project is appropriate to the needs and circumstances of, and shall make a significant contribution to, the economic growth of Pasco County, shall provide gainful employment and shall advance the general welfare by providing social services in Pasco County and the inhabitants thereof and shall otherwise promote the public purposes provided in the Act; and

WHEREAS, neither the Issuer, Sumter County, Florida ("Sumter County"), Pinellas County, Florida ("Pinellas County"), the Pinellas County Industrial Development Authority (the "Pinellas IDA"), Pasco County, nor the State of Florida or any political subdivision or agency thereof shall in any way be obligated to pay the principal, premium, if any, or interest on the Note as the same shall become due, and the issuance of the Note shall not directly, indirectly, or contingently obligate the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida, or any political subdivision or agency thereof to levy or pledge any form of taxation whatsoever therefor or to make any appropriation from ad valorem taxation revenues for their payment; and

WHEREAS, on June 22, 2015, following a duly noticed public hearing held by the Board of County Commissioners of Pasco County (the "Pasco County Commission"), 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 Note, the Pasco County Commission, 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 Trinity Project is located, approved the execution and delivery of this Interlocal Agreement, the issuance of the Note by the Issuer and the application of the proceeds thereof, for the purposes expressed in a resolution duly adopted by the Pasco County Commission on such date following the hearing; and

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT, BETWEEN THE SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND PASCO COUNTY, FLORIDA, WITNESSETH AS FOLLOWS:

SECTION 1. PURPOSE. Goodwill shall borrow funds derived from the proceeds of the Note issued by the Issuer for the principal purpose of financing all or a portion of the costs of the Projects and refunding the Prior Indebtedness as contemplated by the Financing Agreement and the funds shall be repaid solely from the revenues of Goodwill pursuant to the terms of the Financing Agreement and the funds shall be duly expended for their stated purpose. Pasco County hereby acknowledges and approves the proposed issuance of the Note and loan of the proceeds thereof to Goodwill to refinance costs of the Trinity Project located in the boundaries of Pasco County. Pasco County acknowledges that the approval previously granted by Pasco County was provided solely for the purpose of complying with the host approval requirements of the Act and Section 147(f) of the Code and the Issuer and Pasco County are entering into this Interlocal Agreement in order to more effectively perform the Issuer's function pursuant to the powers granted under Section 163.01, Florida Statutes, as amended (the "Interlocal Agreement Act"). To the extent required by the Interlocal Agreement Act, Pasco County agrees to exercise its power to refinance the Trinity Project jointly with the Issuer and consents to the Issuer utilizing its extra-territorial powers to refinance the Trinity Project within Pasco County.

SECTION 2. PUBLIC AGENCIES; TERM. At all times prior to and during the term of this Interlocal Agreement, the Issuer and Pasco County constitute "public agencies" as that term is defined in Section 163.01(3)(b), Florida Statutes, and both the Issuer and Pasco County have the power and authority to enter into this Interlocal Agreement for the purposes provided herein. This Interlocal Agreement shall remain in full force and effect for so long as the Note remains outstanding.

SECTION 3. NON-DELEGATION OF DUTIES. This Interlocal Agreement shall in no way be interpreted to authorize the delegation of the constitutional or statutory duties of the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida or any political subdivision or agency thereof or any members or officers thereof.

SECTION 4. NO PECUNIARY LIABILITY; LIMITED OBLIGATION. Neither this Interlocal Agreement nor the Note shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida, or any political subdivision or agency thereof. The issuance of the Note pursuant to this Interlocal Agreement shall not directly, indirectly, or contingently obligate the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida, or

any political subdivision or agency thereof to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

SECTION 5. RELIANCE; INDEMNIFICATION. In executing and delivering this Interlocal Agreement, Pasco County is relying on the representations, warranties and covenants previously made and to be made by Goodwill in the Financing Agreement, including but not limited to, a covenant with respect to the use of the Trinity Project for the purpose of providing a "social service center" in Pasco County, as such term is defined in the Act. Pasco County shall be deemed to be a third party beneficiary of the Financing Agreement for the purposes of relying on such covenant of Goodwill, and shall be entitled to rely on the indemnification provided by Goodwill pursuant to such Financing Agreement if Goodwill fails to perform such covenant. It shall be an express condition to the effectiveness of this Interlocal Agreement that the Financing Agreement contain the above-referenced covenant of Goodwill.

SECTION 6. NO PERSONAL LIABILITY. No covenant or agreement contained in this Interlocal Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Issuer or Pasco County in his or her individual capacity and no member, officer, agent or employee of the Issuer or Pasco County or their respective governing bodies shall be liable personally on this Interlocal Agreement or be subject to any personal liability or accountability by reason of the execution of this Interlocal Agreement.

SECTION 7. QUALIFYING PROJECT; IMPACT OF PROJECT. Exhibit A attached hereto describes the Projects. This description was relied upon by Pasco County in authorizing the execution of this Interlocal Agreement. Based on the description of the Trinity Project and representations of Goodwill, Pasco County hereby finds that it is able to cope satisfactorily with the impact of the Trinity Project, and is able to provide, or cause to be provided when needed, all the public facilities, utilities and services that will be necessary for the operation, repair, improvement and maintenance of the Trinity Project, and on account of any increase in population or other circumstances resulting by reason of the location of the Trinity Project within Pasco County.

SECTION 8. FILING OF INTERLOCAL AGREEMENT. It is agreed that this Interlocal Agreement shall be filed by Goodwill or its authorized agent or representative with the Clerk of the Circuit Court of Sumter County, Florida, and with the Clerk of the Circuit Court of Pasco County, Florida, all in accordance with the Chapter 163, Part I, Florida Statutes, and that this Interlocal Agreement shall not become effective until so filed.

SECTION 9. INDEMNITY; EXPENSES. Goodwill, by its approval and acknowledgment at the end of this Interlocal Agreement, agrees to indemnify and hold harmless the Issuer, Sumter County and Pasco County, and 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 Interlocal Agreement or the issuance of the Note (including use of the proceeds of the sales of the Note), other than any such losses, damages, liabilities or expenses, in the case of Pasco County, arising from the willful misconduct of Pasco County, and, in the case of the Issuer, arising from the willful misconduct of the Issuer. Goodwill agrees to pay Pasco County for its reasonable expenses related to the issuance of the Note.

SECTION 10. LIMITED APPROVAL. This Interlocal Agreement shall not be construed as (i) an endorsement of the creditworthiness of Goodwill or the financial viability of the Projects, (ii) a recommendation to any prospective purchaser of the Note, (iii) an evaluation of the likelihood of the repayment of the debt service on the Note, or (iv) an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Projects, and Pasco County shall not be construed by reason of its execution of this Interlocal Agreement to have made any such endorsement, finding or recommendation or to have waived any of its rights or estopping it from asserting any rights or responsibilities it may have in that regard.

SECTION 11. GOVERNING LAW. This Interlocal 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 12. 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 13. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Interlocal Agreement by signing any such counterpart.

[Signature pages follow]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Issuer which has caused this Interlocal Agreement to be executed by its Chairman, its seal affixed hereto, as attested by its Secretary all as of the 22nd day of June, 2015.

**SUMTER COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

William R. Keen, Chairman

ATTEST:

John P. Calandro, Secretary

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by William R. Keen, Chairman of the Sumter 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, this Interlocal Agreement has been executed by and on behalf of Pasco County by its Chair or Vice Chair, its seal affixed hereto, as attested by its Clerk of the Circuit Court and Comptroller all as of the 22nd day of June, 2015.

PASCO COUNTY, FLORIDA

(SEAL)

Theodore J. Schrader, Chairman

ATTEST:

Pamela S. O'Neil, Ph.D., Clerk of the
Circuit Court and Comptroller

APPROVED AS TO LEGAL
FORM/CONTENT

Office of the County Attorney

Attorney

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by Theodore J. Schrader, Chair of Pasco County, Florida, who is personally known to me/has produced _____ as identification.

(SEAL)

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

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

The undersigned, Gary Hebert, Corporate Treasurer of and on behalf of Goodwill Industries – Suncoast, Inc., hereby approves this Interlocal Agreement and acknowledges its acceptance of its obligations (including indemnification of Pasco County) arising thereunder, by causing this Approval and Acknowledgment to be executed by its proper officer and attested by its proper officer all as of the date of said Interlocal Agreement.

**GOODWILL INDUSTRIES –
SUNCOAST, INC.**

(SEAL)

Gary Hebert, Corporate Treasurer

ATTEST:

Lee C. Zeh, Corporate Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by Gary Hebert, Corporate Treasurer of and on behalf of Goodwill Industries – Suncoast, Inc., who is personally known to me/has produced _____ as identification.

(SEAL)

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

EXHIBIT A

DESCRIPTION OF PROJECTS

The Projects generally consist of:

- 1) Wildwood Project: acquiring a 26,407 square foot stand-alone donated goods retail superstore and processing and training center operating on approximately 4.63 acres located at 11954 County Road 105, Oxford, Florida 34484 in Sumter County.
- 2) Trinity Project: refunding certain interim indebtedness of Goodwill owed to SunTrust Bank, a portion of the proceeds of which were previously applied by Goodwill to finance the cost of acquiring a 26,407 square foot stand-alone donated goods retail superstore and processing and training center, operating on approximately 4.15 acres located at 11462 State Road 54, New Port Richey, Florida 34655 in Pasco.
- 3) Clearwater Project: constructing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center to be constructed on approximately 2.57 acres located at 16432 US Highway 19 North, Clearwater, Florida 33764 in Pinellas County.

EXHIBIT D

FORM OF PINELLAS INTERLOCAL AGREEMENT

<p>This instrument was prepared by or under the supervision of (and after recording should be returned to):</p> <p>Steven E. Miller, Esq. Nabors, Giblin & Nickerson, P.A. 2502 Rocky Point Drive, Suite 1060 Tampa, Florida 33607</p>	<p>(Space reserved for Clerk of Court)</p>
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**INTERLOCAL AGREEMENT
BETWEEN SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AND PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

WHEREAS, the Sumter County Industrial Development Authority (the "Issuer") is a public body corporate and politic and a public instrumentality organized and existing under the laws of the State of Florida including, particularly, Chapter 159, Part III, Florida Statutes; and

WHEREAS, Goodwill Industries - Suncoast, Inc., a Florida not-for-profit corporation ("Goodwill"), has applied to the Issuer, to issue an industrial development revenue note in the aggregate principal amount of not to exceed \$13,000,000 (the "Note") for the principal purpose of (a) financing (including reimbursement of prior expenditures for) all or a portion of the costs of (i) acquiring a 26,470 square foot stand-alone donated goods retail superstore and processing and training center located in Sumter County, Florida (the "Wildwood Project"), (ii) refunding certain interim indebtedness of Goodwill (the "Prior Indebtedness"), the proceeds of which Prior Indebtedness were applied to finance the acquisition of a 26,407 square foot stand-alone donated goods retail superstore and processing and training center located in Pasco County, Florida (the "Trinity Project"), and (iii) acquiring, constructing, equipping and installing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center located in Pinellas County, Florida (the "Clearwater Project," and collectively with the Wildwood Project and the Trinity Project, the "Projects"); and (b) paying certain costs associated with the issuance of the Note. The Projects are to be owned and operated by Goodwill; and

WHEREAS, the Issuer has given its approval to the issuance of its industrial development revenue note in one or more series in the aggregate principal amount of not exceeding \$13,000,000 (the "Note"), pursuant to the authority of Chapter 159, Parts II and III, Florida Statutes, Chapter 163, Part I, Florida Statutes and other applicable provisions of law (collectively, the "Act"), for the purposes described above; and

WHEREAS, the Note shall be secured solely by revenues described in a financing agreement to be executed by and among the Issuer, Goodwill and the original purchaser of the Note (including any amendments and supplements thereto, the "Financing Agreement"), and the payment of the principal of and premium, if any, and interest on the

Note as the same shall become due shall be made solely by Goodwill in the amounts and from the sources as required by the Financing Agreement; and

WHEREAS, it is deemed desirable by both the Issuer and the Pinellas County Industrial Development Authority (the "Pinellas IDA") that the Issuer and the Pinellas IDA enter into this Interlocal Agreement, as provided for and under the authority of Part I, Chapter 163, Florida Statutes, in order to satisfy certain host approval requirements of the Act and Section 147(f) of the Code pertaining to the Clearwater Project located in the county boundaries of Pinellas County, Florida ("Pinellas County"), as more fully described in the Financing Agreement; and

WHEREAS, the Issuer and the Pinellas IDA have each authorized their respective execution and delivery of this Interlocal Agreement for the purposes described above; and

WHEREAS, based upon representations of Goodwill, the Pinellas IDA has determined that the Clearwater Project is appropriate to the needs and circumstances of, and shall make a significant contribution to, the economic growth of Pinellas County, shall provide gainful employment and shall advance the general welfare by providing social services in Pinellas County and the inhabitants thereof and shall otherwise promote the public purposes provided in the Act; and

WHEREAS, neither the Issuer, Sumter County, Florida ("Sumter County"), Pinellas County, Florida ("Pinellas County"), the Pinellas IDA, Pasco County, Florida ("Pasco County") nor the State of Florida or any political subdivision or agency thereof shall in any way be obligated to pay the principal, premium, if any, or interest on the Note as the same shall become due, and the issuance of the Note shall not directly, indirectly, or contingently obligate the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida, or any political subdivision or agency thereof to levy or pledge any form of taxation whatsoever therefor or to make any appropriation from ad valorem taxation revenues for their payment; and

WHEREAS, on June 23, 2015, following a duly noticed public hearing held by the Board of County Commissioners of Pinellas County (the "Pinellas County Commission"), 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 Note, the Pinellas County Commission, 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 Clearwater Project is located, approved the issuance of the Note by the Issuer and the application of the proceeds thereof, for the purposes expressed in a resolution duly adopted by the Pinellas County Commission on such date following the hearing; and

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT, BETWEEN THE SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND

**THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,
WITNESSETH AS FOLLOWS:**

SECTION 1. PURPOSE. Goodwill shall borrow funds derived from the proceeds of the Note issued by the Issuer for the principal purpose of financing all or a portion of the costs of the Projects and refunding the Prior Indebtedness as contemplated by the Financing Agreement and the funds shall be repaid solely from the revenues of Goodwill pursuant to the terms of the Financing Agreement and the funds shall be duly expended for their stated purpose. The Pinellas IDA hereby acknowledges and approves the proposed issuance of the Note and loan of the proceeds thereof to Goodwill to finance costs of the Clearwater Project located in the boundaries of Pinellas County. The Pinellas IDA acknowledges that the approval being granted herein and the approval previously granted by Pinellas County is being and was provided solely for the purpose of complying with the host approval requirements of the Act and Section 147(f) of the Code and the Issuer and the Pinellas IDA are entering into this Interlocal Agreement in order to more effectively perform the Issuer's function pursuant to the powers granted under Section 163.01, Florida Statutes, as amended (the "Interlocal Agreement Act"). To the extent required by the Interlocal Agreement Act, the Pinellas IDA agrees to exercise its power to finance the Clearwater Project jointly with the Issuer and consents to the Issuer utilizing its extra-territorial powers to finance the Clearwater Project within Pinellas County.

SECTION 2. PUBLIC AGENCIES; TERM. At all times prior to and during the term of this Interlocal Agreement, the Issuer and the Pinellas IDA constitute "public agencies" as that term is defined in Section 163.01(3)(b), Florida Statutes, and both the Issuer and the Pinellas IDA have the power and authority to enter into this Interlocal Agreement for the purposes provided herein. This Interlocal Agreement shall remain in full force and effect for so long as the Note remains outstanding.

SECTION 3. NON-DELEGATION OF DUTIES. This Interlocal Agreement shall in no way be interpreted to authorize the delegation of the constitutional or statutory duties of the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida or any political subdivision or agency thereof or any members or officers thereof.

SECTION 4. NO PECUNIARY LIABILITY; LIMITED OBLIGATION. Neither this Interlocal Agreement nor the Note shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida, or any political subdivision or agency thereof. The issuance of the Note pursuant to this Interlocal Agreement shall not directly, indirectly, or contingently obligate the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida, or any political subdivision or agency thereof to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

SECTION 5. RELIANCE; INDEMNIFICATION. In executing and delivering this Interlocal Agreement, the Pinellas IDA is relying on the representations, warranties and covenants previously made and to be made by Goodwill in the Financing Agreement, including but not limited to, a covenant with respect to the use of the Clearwater Project for the purpose of providing a "social service center" in Pinellas County, as such term is defined in the Act. The Pinellas IDA shall be deemed to be a third party beneficiary of the Financing Agreement for the purposes of relying on such covenant of Goodwill, and shall be entitled to rely on the indemnification provided by Goodwill pursuant to such Financing Agreement if Goodwill fails to perform such covenant. It shall be an express condition to the effectiveness of this Interlocal Agreement that the Financing Agreement contain the above-referenced covenant of Goodwill.

SECTION 6. NO PERSONAL LIABILITY. No covenant or agreement contained in this Interlocal Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Issuer or the Pinellas IDA in his or her individual capacity and no member, officer, agent or employee of the Issuer or the Pinellas IDA or their respective governing bodies shall be liable personally on this Interlocal Agreement or be subject to any personal liability or accountability by reason of the execution of this Interlocal Agreement.

SECTION 7. QUALIFYING PROJECT; IMPACT OF PROJECT. Exhibit A attached hereto describes the Projects. This description was relied upon by the Pinellas IDA in authorizing the execution of this Interlocal Agreement. Based on the description of the Clearwater Project and representations of Goodwill, the Pinellas IDA hereby finds that Pinellas County is able to cope satisfactorily with the impact of the Clearwater Project, and is able to provide, or cause to be provided when needed, all the public facilities, utilities and services that will be necessary for the operation, repair, improvement and maintenance of the Clearwater Project, and on account of any increase in population or other circumstances resulting by reason of the location of the Clearwater Project within Pinellas County.

SECTION 8. FILING OF INTERLOCAL AGREEMENT. It is agreed that this Interlocal Agreement shall be filed by Goodwill or its authorized agent or representative with the Clerk of the Circuit Court of Sumter County, Florida, and with the Clerk of the Circuit Court of Pinellas County, Florida, all in accordance with the Chapter 163, Part I, Florida Statutes, and that this Interlocal Agreement shall not become effective until so filed.

SECTION 9. INDEMNITY; EXPENSES. Goodwill, by its approval and acknowledgment at the end of this Interlocal Agreement, agrees to indemnify and hold harmless the Issuer, Sumter County, Pinellas County and the Pinellas IDA, and 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 Interlocal Agreement or the issuance of the Note (including use of the proceeds of the sales of the Note), other than any such losses, damages, liabilities or expenses, in the case of Pinellas County or the Pinellas IDA, arising from the willful misconduct of Pinellas County or the Pinellas IDA, and, in the case of the Issuer, arising from the willful misconduct of the Issuer. Goodwill agrees to pay Pinellas County and the Pinellas IDA for its reasonable expenses related to the issuance of the Note.

SECTION 10. LIMITED APPROVAL. This Interlocal Agreement shall not be construed as (i) an endorsement of the creditworthiness of Goodwill or the financial viability of the Projects, (ii) a recommendation to any prospective purchaser of the Note, (iii) an evaluation of the likelihood of the repayment of the debt service on the Note, or (iv) an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Projects, and the Pinellas IDA shall not be construed by reason of its execution of this Interlocal Agreement to have made any such endorsement, finding or recommendation or to have waived any of its rights or estopping Pinellas County from asserting any rights or responsibilities it may have in that regard.

SECTION 11. GOVERNING LAW. This Interlocal 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 12. 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 13. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Interlocal Agreement by signing any such counterpart.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Issuer which has caused this Interlocal Agreement to be executed by its Chairman, its seal affixed hereto, as attested by its Secretary all as of the 23rd day of June, 2015.

**SUMTER COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

William R. Keen, Chairman

ATTEST:

John P. Calandro, Secretary

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by William R. Keen, Chairman of the Sumter 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, this Interlocal Agreement has been executed by and on behalf of the Pinellas County Industrial Development Authority by its Chair, its seal affixed hereto, as attested by its Executive Director all as of the 23rd day of June, 2015.

**PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

_____, Chair

ATTEST:

_____, Executive Director

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by _____, Chair of the Pinellas 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: _____

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

The undersigned, Gary Hebert, Corporate Treasurer of and on behalf of Goodwill Industries – Suncoast, Inc., hereby approves this Interlocal Agreement and acknowledges its acceptance of its obligations (including indemnification of Pinellas County and the Pinellas County Industrial Development Authority) arising thereunder, by causing this Approval and Acknowledgment to be executed by its proper officer and attested by its proper officer all as of the date of said Interlocal Agreement.

**GOODWILL INDUSTRIES –
SUNCOAST, INC.**

(SEAL)

Gary Hebert, Corporate Treasurer

ATTEST:

Lee C. Zeh, Corporate Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by Gary Hebert, Corporate Treasurer of and on behalf of Goodwill Industries – Suncoast, Inc., who is personally known to me/has produced _____ as identification.

(SEAL)

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

EXHIBIT A

DESCRIPTION OF PROJECTS

The Projects generally consist of:

- 1) Wildwood Project: acquiring a 26,407 square foot stand-alone donated goods retail superstore and processing and training center operating on approximately 4.63 acres located at 11954 County Road 105, Oxford, Florida 34484 in Sumter County.
- 2) Trinity Project: refunding certain interim indebtedness of Goodwill owed to SunTrust Bank, a portion of the proceeds of which were previously applied by Goodwill to finance the cost of acquiring a 26,407 square foot stand-alone donated goods retail superstore and processing and training center, operating on approximately 4.15 acres located at 11462 State Road 54, New Port Richey, Florida 34655 in Pasco.
- 3) Clearwater Project: constructing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center to be constructed on approximately 2.57 acres located at 16432 US Highway 19 North, Clearwater, Florida 33764 in Pinellas County.

EXHIBIT B TO RESOLUTION

**FORM OF INTERLOCAL AGREEMENT BETWEEN
SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AND PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

<p>This instrument was prepared by or under the supervision of (and after recording should be returned to):</p> <p>Steven E. Miller, Esq. Nabors, Giblin & Nickerson, P.A. 2502 Rocky Point Drive, Suite 1060 Tampa, Florida 33607</p>	<p>(Space reserved for Clerk of Court)</p>
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**INTERLOCAL AGREEMENT
BETWEEN SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AND PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

WHEREAS, the Sumter County Industrial Development Authority (the "Issuer") is a public body corporate and politic and a public instrumentality organized and existing under the laws of the State of Florida including, particularly, Chapter 159, Part III, Florida Statutes; and

WHEREAS, Goodwill Industries - Suncoast, Inc., a Florida not-for-profit corporation ("Goodwill"), has applied to the Issuer, to issue an industrial development revenue note in the aggregate principal amount of not to exceed \$13,000,000 (the "Note") for the principal purpose of (a) financing (including reimbursement of prior expenditures for) all or a portion of the costs of (i) acquiring a 26,470 square foot stand-alone donated goods retail superstore and processing and training center located in Sumter County, Florida (the "Wildwood Project"), (ii) refunding certain interim indebtedness of Goodwill (the "Prior Indebtedness"), the proceeds of which Prior Indebtedness were applied to finance the acquisition of a 26,407 square foot stand-alone donated goods retail superstore and processing and training center located in Pasco County, Florida (the "Trinity Project"), and (iii) acquiring, constructing, equipping and installing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center located in Pinellas County, Florida (the "Clearwater Project," and collectively with the Wildwood Project and the Trinity Project, the "Projects"); and (b) paying certain costs associated with the issuance of the Note. The Projects are to be owned and operated by Goodwill; and

WHEREAS, the Issuer has given its approval to the issuance of its industrial development revenue note in one or more series in the aggregate principal amount of not exceeding \$13,000,000 (the "Note"), pursuant to the authority of Chapter 159, Parts II and III, Florida Statutes, Chapter 163, Part I, Florida Statutes and other applicable provisions of law (collectively, the "Act"), for the purposes described above; and

WHEREAS, the Note shall be secured solely by revenues described in a financing agreement to be executed by and among the Issuer, Goodwill and the original purchaser of the Note (including any amendments and supplements thereto, the "Financing Agreement"), and the payment of the principal of and premium, if any, and interest on the

Note as the same shall become due shall be made solely by Goodwill in the amounts and from the sources as required by the Financing Agreement; and

WHEREAS, it is deemed desirable by both the Issuer and the Pinellas County Industrial Development Authority (the "Pinellas IDA") that the Issuer and the Pinellas IDA enter into this Interlocal Agreement, as provided for and under the authority of Part I, Chapter 163, Florida Statutes, in order to satisfy certain host approval requirements of the Act and Section 147(f) of the Code pertaining to the Clearwater Project located in the county boundaries of Pinellas County, Florida ("Pinellas County"), as more fully described in the Financing Agreement; and

WHEREAS, the Issuer and the Pinellas IDA have each authorized their respective execution and delivery of this Interlocal Agreement for the purposes described above; and

WHEREAS, based upon representations of Goodwill, the Pinellas IDA has determined that the Clearwater Project is appropriate to the needs and circumstances of, and shall make a significant contribution to, the economic growth of Pinellas County, shall provide gainful employment and shall advance the general welfare by providing social services in Pinellas County and the inhabitants thereof and shall otherwise promote the public purposes provided in the Act; and

WHEREAS, neither the Issuer, Sumter County, Florida ("Sumter County"), Pinellas County, Florida ("Pinellas County"), the Pinellas IDA, Pasco County, Florida ("Pasco County") nor the State of Florida or any political subdivision or agency thereof shall in any way be obligated to pay the principal, premium, if any, or interest on the Note as the same shall become due, and the issuance of the Note shall not directly, indirectly, or contingently obligate the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida, or any political subdivision or agency thereof to levy or pledge any form of taxation whatsoever therefor or to make any appropriation from ad valorem taxation revenues for their payment; and

WHEREAS, on June 23, 2015, following a duly noticed public hearing held by the Board of County Commissioners of Pinellas County (the "Pinellas County Commission"), 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 Note, the Pinellas County Commission, 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 Clearwater Project is located, approved the issuance of the Note by the Issuer and the application of the proceeds thereof, for the purposes expressed in a resolution duly adopted by the Pinellas County Commission on such date following the hearing; and

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT, BETWEEN THE SUMTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND

**THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,
WITNESSETH AS FOLLOWS:**

SECTION 1. PURPOSE. Goodwill shall borrow funds derived from the proceeds of the Note issued by the Issuer for the principal purpose of financing all or a portion of the costs of the Projects and refunding the Prior Indebtedness as contemplated by the Financing Agreement and the funds shall be repaid solely from the revenues of Goodwill pursuant to the terms of the Financing Agreement and the funds shall be duly expended for their stated purpose. The Pinellas IDA hereby acknowledges and approves the proposed issuance of the Note and loan of the proceeds thereof to Goodwill to finance costs of the Clearwater Project located in the boundaries of Pinellas County. The Pinellas IDA acknowledges that the approval being granted herein and the approval previously granted by Pinellas County is being and was provided solely for the purpose of complying with the host approval requirements of the Act and Section 147(f) of the Code and the Issuer and the Pinellas IDA are entering into this Interlocal Agreement in order to more effectively perform the Issuer's function pursuant to the powers granted under Section 163.01, Florida Statutes, as amended (the "Interlocal Agreement Act"). To the extent required by the Interlocal Agreement Act, the Pinellas IDA agrees to exercise its power to finance the Clearwater Project jointly with the Issuer and consents to the Issuer utilizing its extra-territorial powers to finance the Clearwater Project within Pinellas County.

SECTION 2. PUBLIC AGENCIES; TERM. At all times prior to and during the term of this Interlocal Agreement, the Issuer and the Pinellas IDA constitute "public agencies" as that term is defined in Section 163.01(3)(b), Florida Statutes, and both the Issuer and the Pinellas IDA have the power and authority to enter into this Interlocal Agreement for the purposes provided herein. This Interlocal Agreement shall remain in full force and effect for so long as the Note remains outstanding.

SECTION 3. NON-DELEGATION OF DUTIES. This Interlocal Agreement shall in no way be interpreted to authorize the delegation of the constitutional or statutory duties of the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida or any political subdivision or agency thereof or any members or officers thereof.

SECTION 4. NO PECUNIARY LIABILITY; LIMITED OBLIGATION. Neither this Interlocal Agreement nor the Note shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida, or any political subdivision or agency thereof. The issuance of the Note pursuant to this Interlocal Agreement shall not directly, indirectly, or contingently obligate the Issuer, Sumter County, Pinellas County, the Pinellas IDA, Pasco County, the State of Florida, or any political subdivision or agency thereof to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

SECTION 5. RELIANCE; INDEMNIFICATION. In executing and delivering this Interlocal Agreement, the Pinellas IDA is relying on the representations, warranties and covenants previously made and to be made by Goodwill in the Financing Agreement, including but not limited to, a covenant with respect to the use of the Clearwater Project for the purpose of providing a "social service center" in Pinellas County, as such term is defined in the Act. The Pinellas IDA shall be deemed to be a third party beneficiary of the Financing Agreement for the purposes of relying on such covenant of Goodwill, and shall be entitled to rely on the indemnification provided by Goodwill pursuant to such Financing Agreement if Goodwill fails to perform such covenant. It shall be an express condition to the effectiveness of this Interlocal Agreement that the Financing Agreement contain the above-referenced covenant of Goodwill.

SECTION 6. NO PERSONAL LIABILITY. No covenant or agreement contained in this Interlocal Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Issuer or the Pinellas IDA in his or her individual capacity and no member, officer, agent or employee of the Issuer or the Pinellas IDA or their respective governing bodies shall be liable personally on this Interlocal Agreement or be subject to any personal liability or accountability by reason of the execution of this Interlocal Agreement.

SECTION 7. QUALIFYING PROJECT; IMPACT OF PROJECT. Exhibit A attached hereto describes the Projects. This description was relied upon by the Pinellas IDA in authorizing the execution of this Interlocal Agreement. Based on the description of the Clearwater Project and representations of Goodwill, the Pinellas IDA hereby finds that Pinellas County is able to cope satisfactorily with the impact of the Clearwater Project, and is able to provide, or cause to be provided when needed, all the public facilities, utilities and services that will be necessary for the operation, repair, improvement and maintenance of the Clearwater Project, and on account of any increase in population or other circumstances resulting by reason of the location of the Clearwater Project within Pinellas County.

SECTION 8. FILING OF INTERLOCAL AGREEMENT. It is agreed that this Interlocal Agreement shall be filed by Goodwill or its authorized agent or representative with the Clerk of the Circuit Court of Sumter County, Florida, and with the Clerk of the Circuit Court of Pinellas County, Florida, all in accordance with the Chapter 163, Part I, Florida Statutes, and that this Interlocal Agreement shall not become effective until so filed.

SECTION 9. INDEMNITY; EXPENSES. Goodwill, by its approval and acknowledgment at the end of this Interlocal Agreement, agrees to indemnify and hold harmless the Issuer, Sumter County, Pinellas County and the Pinellas IDA, and 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 Interlocal Agreement or the issuance of the Note (including use of the proceeds of the sales of the Note), other than any such losses, damages, liabilities or expenses, in the case of Pinellas County or the Pinellas IDA, arising from the willful misconduct of Pinellas County or the Pinellas IDA, and, in the case of the Issuer, arising from the willful misconduct of the Issuer. Goodwill agrees to pay Pinellas County and the Pinellas IDA for its reasonable expenses related to the issuance of the Note.

SECTION 10. LIMITED APPROVAL. This Interlocal Agreement shall not be construed as (i) an endorsement of the creditworthiness of Goodwill or the financial viability of the Projects, (ii) a recommendation to any prospective purchaser of the Note, (iii) an evaluation of the likelihood of the repayment of the debt service on the Note, or (iv) an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Projects, and the Pinellas IDA shall not be construed by reason of its execution of this Interlocal Agreement to have made any such endorsement, finding or recommendation or to have waived any of its rights or estopping Pinellas County from asserting any rights or responsibilities it may have in that regard.

SECTION 11. GOVERNING LAW. This Interlocal 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 12. 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 13. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Interlocal Agreement by signing any such counterpart.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Issuer which has caused this Interlocal Agreement to be executed by its Chairman, its seal affixed hereto, as attested by its Secretary all as of the 23rd day of June, 2015.

**SUMTER COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)

William R. Keen, Chairman

ATTEST:

John P. Calandro, Secretary

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by William R. Keen, Chairman of the Sumter 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, this Interlocal Agreement has been executed by and on behalf of the Pinellas County Industrial Development Authority by its Chair, its seal affixed hereto, as attested by its Executive Director all as of the 23rd day of June, 2015.

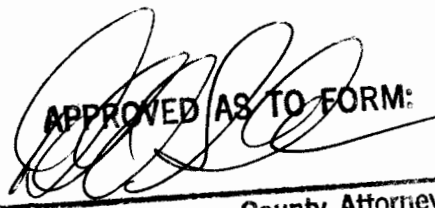
**PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**


(SEAL)

ATTEST:

_____, Executive Director

_____, Chair

APPROVED AS TO FORM:
BY 

County Attorney
- Subject to proper execution - 

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by _____, Chair of the Pinellas 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: _____

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

The undersigned, Gary Hebert, Corporate Treasurer of and on behalf of Goodwill Industries – Suncoast, Inc., hereby approves this Interlocal Agreement and acknowledges its acceptance of its obligations (including indemnification of Pinellas County and the Pinellas County Industrial Development Authority) arising thereunder, by causing this Approval and Acknowledgment to be executed by its proper officer and attested by its proper officer all as of the date of said Interlocal Agreement.

**GOODWILL INDUSTRIES –
SUNCOAST, INC.**

(SEAL)

Gary Hebert, Corporate Treasurer

ATTEST:

Lee C. Zeh, Corporate Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by Gary Hebert, Corporate Treasurer of and on behalf of Goodwill Industries – Suncoast, Inc., who is personally known to me/has produced _____ as identification.

(SEAL)

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

EXHIBIT A

DESCRIPTION OF PROJECTS

The Projects generally consist of:

- 1) Wildwood Project: acquiring a 26,407 square foot stand-alone donated goods retail superstore and processing and training center operating on approximately 4.63 acres located at 11954 County Road 105, Oxford, Florida 34484 in Sumter County.
- 2) Trinity Project: refunding certain interim indebtedness of Goodwill owed to SunTrust Bank, a portion of the proceeds of which were previously applied by Goodwill to finance the cost of acquiring a 26,407 square foot stand-alone donated goods retail superstore and processing and training center, operating on approximately 4.15 acres located at 11462 State Road 54, New Port Richey, Florida 34655 in Pasco.
- 3) Clearwater Project: constructing a 20,181 square foot stand-alone donated goods retail superstore and processing and training center to be constructed on approximately 2.57 acres located at 16432 US Highway 19 North, Clearwater, Florida 33764 in Pinellas County.