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(Space reserved for Clerk of Court)

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN HERNANDO COUNTY, FLORIDA
AND PASCO COUNTY, FLORIDA**

WHEREAS, Hernando County, Florida (the "Issuer") and Pasco County, Florida ("Pasco County") previously entered into an Interlocal Agreement (the "Original Interlocal Agreement") with respect to the proposed issuance by the Issuer of its industrial development revenue private activity bonds or notes in an amount not to exceed \$12,500,000 (the "Debt Obligations") and the loan of the proceeds thereof from the sale thereof to the Borrower for the principal purpose of providing funds sufficient to (1) refinance three existing loans (the "Prior Loans"), the proceeds of which were used to finance a portion of the cost of the acquisition and construction of (a) an approximately 26,000 square foot, one-story, 24-bed hospice inpatient care center located in Hernando County (the "Brooksville Facility"); (b) an approximately 26,000 square foot, one-story, 24-bed hospice inpatient care center located in Pasco County (the "New Port Richey Facility"); and (c) an approximately 12,000 square foot, one-story, 16-bed hospice inpatient care center located in Pasco County (the "Dade City Facility," and collectively with the Brooksville Facility and the New Port Richey Facility, the "Care Center Facilities"); (2) fund a debt service reserve fund, if necessary; and (3) pay the costs associated with the issuance of the Debt Obligations; and

WHEREAS, Hernando-Pasco Hospice, Inc., a Florida not for profit corporation (the "Borrower") has informed Pasco County and Hernando County that one of the Prior Loans also financed costs of an approximately 5,730 square foot, one-story, healthcare administrative office facility in Pasco County (the "Administrative Facility," and collectively with the Care Center Facilities, the "Facilities"), and accordingly it is necessary and desirable to amend and restate the Original Interlocal Agreement in its entirety in order to address the Administrative Facility; and

WHEREAS, the Original Interlocal Agreement is hereby amended and restated in its entirety by this Amended and Restated Interlocal Agreement between Pasco County and the Issuer (this "Interlocal Agreement"): and

WHEREAS, 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 125, Part I, Florida Statutes; and

WHEREAS, the Issuer received an application from the Borrower requesting that the Issuer issue the Debt Obligations to refinance the Prior Loans and refinance costs of the Facilities and the Issuer has adopted Resolutions on August 11, 2009, September 22, 2009 and October 27, 2009, authorizing the issuance of the Debt Obligations for such purposes, all pursuant to the authority of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, Florida Statutes and other applicable provisions of law (collectively, the "Act"); and

WHEREAS, the Facilities are owned by Hospice Holdings, Inc., an organization affiliated with the Borrower and will be leased to and operated by the Borrower; and

WHEREAS, the Debt Obligations shall be secured solely by revenues described in a financing agreement to be executed by and among the Issuer, the Borrower and SunTrust Bank (including any amendments and supplements thereto, the "Financing Agreement"), and the payment of the principal of and premium, if any, and interest on the Debt Obligations as the same shall become due shall be made solely by the Borrower 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 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 assist the Borrower in the refinancing a portion of the cost of the New Port Richey Facility, the Dade City Facility and the Administrative Facility (collectively, the "Pasco Facilities") located in the county boundaries of Pasco County, as more fully described in the Financing Agreement; and

WHEREAS, based upon representations of the Borrower, Pasco County has determined that the Pasco Facilities are appropriate to the needs and circumstances of, and make a significant contribution to, the economic growth of Pasco County, provide gainful employment and advance the general welfare by providing health care services in Pasco County for the inhabitants thereof and shall otherwise promote the public purposes provided in the Act; and

WHEREAS, neither the Issuer, 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 Debt Obligations as the same shall become due, and the issuance of the Debt Obligations shall not directly, indirectly, or contingently obligate the Issuer, 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 August 25, 2009, 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 Debt Obligations, 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 New Port Richey Facility and the Dade City Facility are located, approved the execution and delivery of the Original Interlocal Agreement, the issuance of the Debt Obligations 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

WHEREAS, on October 20, 2009, following a duly noticed public hearing held by 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 Debt Obligations, the Pasco County Commission, which has jurisdiction for purposes of Section 147(f) of the Code of 1986, as amended (the "Code"), over the area in which the New Port Richey Facility, the Dade City Facility and the Administrative Facility are located, approved the execution and delivery of this Interlocal Agreement, the issuance of the Debt Obligations 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 HERNANDO COUNTY, FLORIDA AND PASCO COUNTY, FLORIDA, WITNESSETH AS FOLLOWS:

SECTION 1. PURPOSE. The Borrower shall borrow funds derived from the proceeds of the Debt Obligations issued by the Issuer for the principal purpose of refinancing a portion of the costs of the Facilities as contemplated by the Financing Agreement and the funds shall be repaid solely from the revenues of the Borrower pursuant to the terms of the Financing Agreement and the funds shall be duly expended for their stated purpose. Pasco County hereby acknowledges the proposed issuance of the Debt Obligations and loan of the proceeds thereof to the Borrower to refinance a portion of the cost of the Pasco Facilities, each located in the county boundaries of Pasco County. Pasco County acknowledges that the approval granted by Pasco County is 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 a portion of the cost of the Pasco Facilities jointly with the Issuer and consents to the Issuer utilizing its extra-territorial powers to refinance a portion of the cost of the Pasco Facilities 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 Debt Obligations remain 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, Pasco County, the State of Florida or any political subdivision or agency thereof or any members or officers thereof.

SECTION 4. NO PECUNIARY LIABILITY OF PASCO COUNTY; LIMITED OBLIGATION OF ISSUER. Neither this Interlocal Agreement nor the Debt Obligations shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of the Issuer, Pasco County, the State of Florida, or any political subdivision or agency thereof. The issuance of the Debt Obligations pursuant to this Interlocal Agreement shall not directly, indirectly, or contingently obligate the Issuer, 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/or covenants previously made and to be made by the Borrower in the Financing Agreement, including but not limited to, a covenant with respect to the use of the Pasco Facilities for the purpose of providing "health care facilities" 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 the Borrower, and shall be entitled to rely on the indemnification provided by the Borrower pursuant to such Financing Agreement if the Borrower 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 the Borrower.

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. Exhibit A attached hereto describes the Facilities. This description was relied upon by Pasco County in authorizing the execution of this Interlocal Agreement. Based on the description of the Facilities and representations of the Borrower, Pasco County hereby finds that it is able to cope satisfactorily with the impact of the Pasco Facilities, and is able to provide, or the cities of New Port Richey or Dade City, will provide when needed, all the public facilities, utilities and services that will be necessary for the operation, repair, improvement and maintenance of the Pasco Facilities, and on account of any increase in population or other circumstances resulting by reason of the location of the Pasco Facilities within Pasco County.

SECTION 8. FILING OF INTERLOCAL AGREEMENT. It is agreed that this Interlocal Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Hernando 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. The Borrower, by its approval and acknowledgment at the end of this Interlocal Agreement, agrees to indemnify and hold harmless the Issuer 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 Debt Obligations (including use of the proceeds of the sales of the Debt Obligations), 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. The Borrower agrees to pay Pasco County for its administrative fee, special counsel fee and other reasonable expenses related to the issuance of the Debt Obligations.

SECTION 10. 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 11. 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 12. 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 Clerk of the Circuit Court and Ex-Officio Clerk all as of the 27th day of October, 2009.

HERNANDO COUNTY, FLORIDA

(SEAL)

David Russell, Jr., Chairman

ATTEST:

Clerk of the Circuit Court and Ex-
Officio Clerk of the Board of County
Commissioners

APPROVED AS TO FORM

County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of October, 2009, by David Russell, Jr., Chairman of Hernando County, Florida, 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 Chairman or Vice Chairman, its seal affixed hereto, as attested by its Clerk of the Circuit Court and Ex-Officio Clerk all as of the 27th day of October, 2009.

PASCO COUNTY, FLORIDA

(SEAL)

Jack Mariano, Chairman

ATTEST:

Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

APPROVED AS TO FORM

County Attorney

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this ____ day of October, 2009, by Jack Mariano, Chairman 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, Thomas D. Barb, President of and on behalf of Hernando-Pasco Hospice, Inc., hereby approves this Interlocal Agreement and acknowledges its acceptance of its obligations 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.

HERNANDO-PASCO HOSPICE, INC.

President

ATTEST:

Corporate Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of October 2009, by Thomas D. Barb, President of and on behalf of Hernando-Pasco Hospice, Inc., who is personally known to me/has produced _____ as identification.

(SEAL)

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

EXHIBIT

DESCRIPTION OF FACILITIES

The Facilities generally include the following:

(1) An approximately 26,000 square foot, one-story, 24-bed hospice inpatient care center located at 12242 Cortez Boulevard, Brooksville, Florida 34613, Hernando County;

(2) An approximately 26,000 square foot, one-story, 24-bed hospice inpatient care center located at 6801 Rowan Road, New Port Richey, Florida 34653, Pasco County; and

(3) An approximately 12,000 square foot, one-story, 16-bed hospice inpatient care center located at 37439 Clinton Avenue, Dade City, Florida, 33525, Pasco County.

(4) An approximately 5,730 square foot, one-story, healthcare administrative office facility located at 37445 Clinton Avenue, Dade City, Florida, 33525, Pasco County.