

A G R E E M E N T M O D I F I C A T I O N

Agreement made this 6th day of December , 1991, modifies the Agreement (a copy of which is attached and incorporated herein by this reference and designated as Exhibit "A" for purpose of this Agreement) entered into on the 20th day of November, 1990, and modified on the 15th day of October, 1991, 26th day of July 1990, the 19th day of February 1990, and the 18th day of May 1989, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", the Florida Department of Transportation, hereinafter referred to as "DOT", and Nassau County, hereinafter referred to the "County", whereby the Department transferred funds in the amount of \$1,580,025 in connection with the location of facilities in the County by Moto America and agrees to extend said Agreement.

W I T N E S S E T H

WHEREAS, pursuant to Section 16.a. of this Agreement, said Agreement may be modified upon the written and mutual consent of the parties, and

WHEREAS, the Department has requested an extension to the project commencement and termination dates, and

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

1.0 Modification

The following paragraphs of Exhibit "A" are modified and changed to read as follows:

2. The Department has transferred funds to the County to be applied toward direct project costs when this Agreement was executed by the Department. The term of this Agreement shall commence upon execution and continue through June 30, 1993, unless earlier terminated as provided herein.

10.a. VENDOR'S RIGHTS. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date of the invoice is received or the goods or services are received, inspected or approved. If a payment is not available within 40 days, a separate interest penalty of .0333 percent per day will be due and payable, in addition to the invoice amount, to the vendor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and

Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment (s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800/848-3792.

10.b. The County is encouraged to utilize "minority business enterprises", as defined in Section 288.703, Florida Statutes, as subcontractors or subvendors when permitted under this Agreement and to report to the Department all such usage.

11. Unless terminated earlier, the term of this Agreement shall commence on the date inscribed above, the date of execution, and shall continue until completion of the Project and payment of all costs, and the construction of the transportation project described herein shall commence by May 30, 1992, and be completed on or before December 31, 1992. In such case, the term of this Agreement shall continue until completion of the Project in timely fashion and timely payment of all costs. The Department shall have the immediate option to terminate this Agreement should the county fail to meet either of the above required dates.

15.a. In the event the County desires to modify any of the terms and conditions of this Agreement, the County shall make such request for modification in writing upon the Department at anytime during the term of this Agreement. However, where the request for modification relates to changes in the project commencement and/or project completion dates, such request must be received by the Department prior to the expiration of the requested date change.

If the request for modification of the commencement or completion date is made after the expiration of the requested date change, the Department shall have the option to terminate this Agreement prior to the end of the term as stated in paragraph 11 above.

2..0 Re-affirmation

The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this four (4) page Agreement Modification, written by their respective officials thereunto duly authorized.

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

BY: 

TITLE: Director

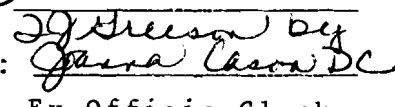
ATTEST: 

TITLE: Exec Sec

COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

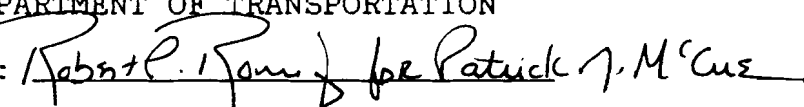
BY: 

TITLE: Chairman

ATTEST: 

TITLE: Ex-Officio Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 

TITLE: _____

ATTEST: 

TITLE: EXECUTIVE SECRETARY

EXHIBIT "A"

A G R E E M E N T M O D I F I C A T I O N

Agreement made this 15th day of Oct, 1991, modifies the Agreement (a copy of which is attached and incorporated herein by this reference and designated as Exhibit "A" for purpose of this Agreement) entered into on the 20th day of November 1990, the 26th day of July 1990, the 19th day of February 1990, and the 18th day of May 1989, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", the Florida Department of Transportation, hereinafter referred to as "DOT", and Nassau County, hereinafter referred to as the "County", whereby the Department transferred funds in the amount of \$1,580,025 in connection with the location of facilities in the County by Moto America and agrees to extend said Agreement.

W I T N E S S E T H

WHEREAS, pursuant to Section 16.a. of this Agreement, said Agreement may be modified upon the written and mutual consent of the parties, and

WHEREAS, the County has requested an extension to the project commencement and termination dates, and

WHEREAS, the Department finds this request to be reasonable.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

1.0 Modification

The dates in paragraph 12 of Exhibit "A" are modified and the entire paragraph is changed to read as follows:

"Unless terminated earlier, the term of this Agreement shall commence on the date inscribed above, the date of execution, and shall continue until completion of the Project and payment of all costs, and the construction of the transportation project described herein shall commence no later than November, 1991 unless actual construction of the Project has been initiated and is continuing at that date. In such case, the term of this Agreement shall continue until completion of the Project in a timely fashion and timely payment of all costs, but in no event shall this Agreement continue beyond June 30, 1992, unless extended by the parties pursuant to paragraph 16.a. hereof."

2.0 Re-affirmation

The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.

IN WITNESS WHEREOF, the parties hereto have caused

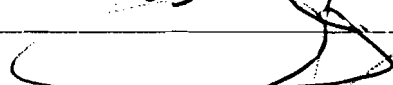
their hands and seals to be set to this three (3) page

Agreement Modification, written by their respective

officials therunto duly authorized.

COUNTY COMMISSION
NASSAU COUNTY

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

BY: 

TITLE: *David B. King*

ADDRESS: *David B. King*

TITLE: *David B. King*

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Robert J. Jones*

TITLE: *Robert J. Jones*

ADDRESS: *Robert J. Jones*

TITLE: *Robert J. Jones*

EXECUTIVE SECRETARY

BY: *Charlotte Schaner*

ADDRESS: *Charlotte Schaner*

TITLE: *Charlotte Schaner*

Legal Review:

BY: *Carol Williams*

Attorney - DOT

OCT 07 1991

reasonable. NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

WHEREAS, the County has requested an extension to the project commencement and termination dates, and WHEREAS, the Department finds this request to be consent of the parties, and said Agreement may be modified upon the written and mutual WHEREAS, pursuant to Section 16.a. of this Agreement,

W I T N E S S E T H

inc., and agrees to extend said Agreement. with the location of facilities in the County by Moto America, transferred funds in the amount of \$1,580,025 in connection hereinafter referred to as the "County", whereby the Department hereinafter referred to as "DOT", and Nassau County, the "Department", the Florida Department of Transportation, Division of Economic Development, hereinafter referred to as May 1989, between the State of Florida Department of Commerce, of July 1990, 19th day of February 1990, and the 18th day of A" for purpose of this Agreement) entered into on the 26th day incorporated herein by this reference and designated as Exhibit modifies the Agreement (a copy of which is attached and

Agreement made this 20th day of November, 1990,

A G R E E M E N T M O D I F I C A T I O N

1.0 Modification

The dates in paragraph 12 of Exhibit "A" are modified and the entire paragraph is changed to read as follows:

"Unless terminated earlier, the term of this Agreement shall commence on the date inscribed above, the date of execution, and shall continue until completion of the Project and payment of all costs, and the construction of the transportation project described herein shall commence no later than May 30, 1991 unless actual construction of the Project has been initiated and is continuing at that date. In such case, the term of this Agreement shall continue until completion of the Project in a timely fashion and timely payment of all costs, but in no event shall this Agreement continue beyond December 31, 1991, unless extended by the parties pursuant to paragraph 16.a. hereof."

2.0 Re-affirmation

The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this three (3) page Agreement Modification, written by their respective officials thereunto duly authorized.

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

BY: [Signature]
TITLE: Director
ATTEST: Camille Foster
TITLE: Accountant

COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

BY: Jimmy J. Haggerty
TITLE: Chairman
ATTEST: [Signature]
TITLE: Ex Officio Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
TITLE: STATE TRANSPORTATION PLANNER
ATTEST: Charlotte Johnson
BY: [Signature] EXECUTIVE SECRETARY

Legal Review: NOV 05 1990
By: [Signature]
Attorney - DOT

ECONOMIC DEVELOPMENT TRANSPORTATION FUND

Applicant	:	Nassau County
Grant Amount	:	\$ 1,580,025
Company	:	Moto America

REQUEST FOR MODIFICATION

The County/City of Nassau County is requesting a modification to extend the commencement date from November 30, 1990 to May 30, 1991 because:

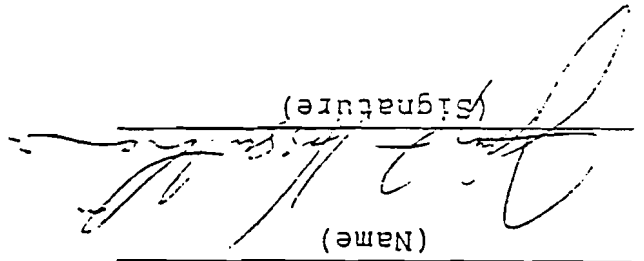
Additional time is needed to complete the revision of the county's overall Economic Development program which is in turn delaying final processing of the application for funding assistance, through the Federal Economic Development Administration, for infrastructure installation.

Chairman

 (Title)
 September 17, 1990

 (Date)

Jimmy L. Higginbotham

 (Name)


 (Signature)

A G R E E M E N T M O D I F I C A T I O N

Agreement made this 26th day of July, 1990, modifies the Agreement (a copy of which is attached and incorporated herein by this reference and designated as Exhibit "A" for purpose of this Agreement) entered into on the 18th day of May 1989 and the 19th day of February, 1990, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", the Florida Department of Transportation, hereinafter referred to as "DOT", and Nassau County, Florida, hereinafter referred to as the "County", whereby the Department transferred funds in the amount of \$1,580,025 in connection with the location of facilities in the "County" by Moto America, Inc., and agrees to extend said Agreement.

W I T N E S S E T H

WHEREAS, pursuant to Section 16.a. of this Agreement, said Agreement may be modified upon the written and mutual consent of the parties, and

WHEREAS, the County has requested an extension to the project commencement and termination dates, and

WHEREAS, the Department finds this request to be reasonable.

"Unless terminated earlier, the term of this Agreement shall commence on the date inscribed above, the date of execution, and shall continue until completion of the Project and payment of all costs, and the construction of the transportation project described herein shall commence no later than November 30, 1950 unless actual construction of the Project has been initiated and is continuing at that date. In such case, the term of this Agreement shall continue until completion of the Project in a timely fashion and timely payment of all costs, but in no event shall this Agreement continue beyond June 30, 1951, unless extended by the Parties pursuant to paragraph 16.a. hereof."

The dates in paragraph 12 of Exhibit "A" are modified and the entire paragraph is changed to read as follows:

1.0 Modification

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

2.0 Re-affirmation

The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this Three (3) page Agreement Modification, written by their respective officials thereunto duly authorized.

COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

BY: [Signature]
TITLE: Vice Chairman
ATTEST: [Signature]
TITLE: Ex-Officio Clerk

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

BY: [Signature]
TITLE: Director
ATTEST: [Signature]
TITLE: Executive Secretary

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
TITLE: State Transportation Director
ATTEST: [Signature]
BY: EXECUTIVE SECRETARY

JUN 16 '93
Legal Review
BY: [Signature]
Attorney - DOT

AGREEMENT MODIFICATION

Agreement made this 19th day of February, 1990, modifies the Agreement (a copy of which is attached and incorporated herein by this reference and designated as Exhibit "A" for purpose of this Agreement) entered into on the 18th day of May 1989, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", the Florida Department of Transportation, hereinafter referred to as "DOT", and Nassau County, Florida, hereinafter referred to as the "County", whereby the Department transferred funds in the amount of \$1,580,025 in connection with the location of facilities in the "County" by Moto America, Inc., and agrees to extend said Agreement.

W I T N E S S E T H

WHEREAS, pursuant to Section 16.a. of this Agreement, said Agreement may be modified upon the written and mutual consent of the parties, and

WHEREAS, the County has requested an extension to the project commencement and termination dates, and

WHEREAS, the Department finds this request to be reasonable.

"Unless terminated earlier, the term of this Agreement shall commence on the date inscribed above, the date of execution, and shall continue until completion of the Project and payment of all costs, and the construction of the transportation project described herein shall commence no later than May 30, 1990 unless actual construction of the Project has been initiated and is continuing at that date. In such case, the term of this Agreement shall continue until completion of the Project in a timely fashion and timely payment of all costs, but in no event shall this Agreement continue beyond December 30, 1990, unless extended by the parties pursuant to paragraph 16.a. hereof."

The dates in paragraph 12 of Exhibit "A" are modified and the entire paragraph is changed to read as follows:

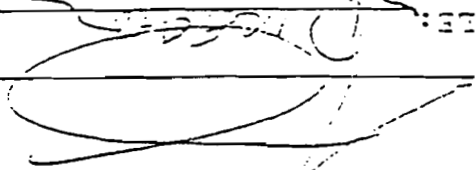
1.0 Modification

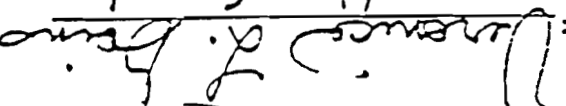
NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

2.0 Re-affirmation

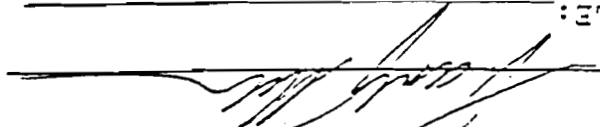
The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.
IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this Three (3) page Agreement Modification, written by their respective officials therunto duly authorized.

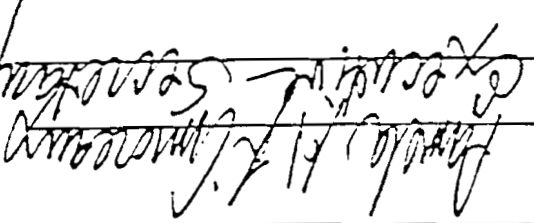
STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

BY: 
TITLE: James D. Bruno

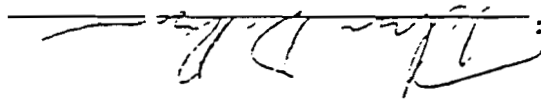
ATTEST: 
TITLE: Executive Secretary

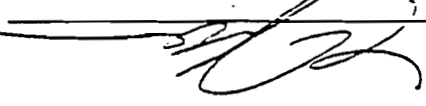
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
TITLE: _____

ATTEST: 
BY: Executive Secretary

COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

BY: 
TITLE: Vice Chairman

ATTEST: 
TITLE: EX-OFFICIO CLERK

JAN 21 30
Legal Review
Attorney: OCT

AGREEMENT

This Agreement, entered into this 18th day of May 1989, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", the Florida Department of Transportation, hereinafter referred to as "DOT", and Nassau County, Florida, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department has determined that the construction of a transportation project, hereinafter referred to as the "Project" and described in paragraph 1 below, is necessary to facilitate the economic development and growth of the state as contemplated by Section 288.063, Florida Statutes, and as set forth in the Economic Development Transportation Fund Application, attached hereto as Exhibit A, and

WHEREAS, the County is prepared to complete the Project at an estimated total cost of \$1,680,025.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth and agreed between the parties as follows:

1. The Project is described as follows:

To construct a two lane divided access road from US Highway A1A to the beginning of the company's site location, measuring approximately .833 miles in length, in the Ocean Highway and Port Authority's Tridaplex, in Nassau County.

and is in connection with the location of facilities in the County by the following company:

Motor America, Inc.

2. The Department will transfer funds in the amount of \$1,580,025 to the County to be applied toward total direct Project costs when this Agreement is executed by the Department.

3. Funds transferred to the County by the Department upon execution of this Agreement shall be invested by the County, until their actual expenditure, in such income or revenue producing investments as authorized by law for other County funds. All income, interest or other revenues obtained from such investment shall be considered Department funds. The income, interest or other revenues shall be remitted on a semi-annual basis within fifteen (15) days of the close of the months June and December, regardless of the month in which funds were received. - Upon completion of the project, all remaining income, interest, or other revenues shall be returned to the Department.

4. No expenditure of Project funds made available by the Department shall be made prior to satisfaction of the following:

a. Before any funds made available by the Department pursuant to this Agreement are expended by the County, the County shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County system and forward said resolution to the Department.

b. Before any funds made available by the Department pursuant to this Agreement are expended by the County, the County shall certify to the Department that the business entity referred to in paragraph 1 above has secured the necessary permits including but not limited to building permits and initiated construction of the facilities referenced therein. If the County fails to provide such certification to the Department within 180 days after contract execution, the Department may, at its discretion, terminate this Agreement. In the event of such termination, a return of funds in accordance with paragraph 13 below shall be promptly accomplished by the County.

c. No expenditure of funds made available by the Department pursuant to this Agreement shall be made by the County

to the County to construct any portion of the project which may be
Section 336.043, Florida Statutes. DOT agrees to grant authority
conformance with the standards established by DOT pursuant to
that all design and construction for the project is in substantial
a professional engineer registered in Florida who shall certify

completion of the project. Such certification shall be provided by
provide certification of same to the Department and DOT upon
(DOT) in accordance with Section 336.043 Florida Statutes, and to
standards promulgated by the Florida Department of Transportation
from DOT to design and construct the project in accordance with
3. The County agrees to seek and accept authorization

on the project.
the Department. The County shall be liable for all cost overruns
and will not require the expenditure of any additional funds from
initiated, the project will be carried through to its completion
in paragraph 2 above, the County grants the assurances that, in
7. As an inducement to the transfer of funds referred to

preparation of the application.
administration of the project fund or cost associated with
legal action against the Department or DOT, nor for the
capital equipment, landscaping, water and sewer lines, for any
project. No such funds shall be used for the purchase of any
this agreement shall be expended solely for the purpose of the
6. Funds made available by the Department pursuant to

set forth in Section 334.03(16), Florida Statutes.
of-way has been obtained and meets the definition of right-of-way
appropriate documentation substantiating that all required right-
shall provide to the Department certification and a copy of
pursuant to this Agreement are expended by the County, the County

5. Before any funds made available by the Department
approval by the County.
documents being duly submitted to the County for pre-audit and
prior to verification of invoices, statements or other related

9. The County shall award construction of the project

(if construction costs will exceed \$50,000 exclusive of local in-kind project costs) to the lowest and best bidder, in accordance with applicable state and federal statutes and regulations, and submit to the Department a copy of the bid tally sheet(s) and a copy of the awarded bid and contract.

10. The County is encouraged to utilize "minority business enterprises," as defined in Section 288.703, Florida Statutes, as subcontractors or vendors when permitted under this Agreement and to report to the Department all such usage.

11. The County further agrees:

a. To maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which substantially and properly reflect all costs of any nature incurred by the County in the performance of this Agreement and to retain said books, records, documents and other evidence for a period of three (3) years after termination of this Agreement.

b. That all records, books, documents and other evidence shall be subject at all times to inspection, review or audit by state personnel of the Office of Auditor General, Office of Comptroller and other state personnel authorized by the Department.

c. To include these aforementioned audit and recordkeeping requirements in contracts and subcontractors entered into by the County with any party for work required in the performance of this Agreement.

d. That three (3) months after the date of execution of this agreement and every three (3) months thereafter, it will provide the Department with a report containing details of work completed according to the project schedule; a description of any change orders executed; and a budget summary detailing planned expenditures versus actual expenditures.

e. That upon termination, it will provide the Department with a certification that the project has been completed.

further; to provide a report which shall specify (i) the total funds transferred to the County by the Department pursuant to this agreement; (ii) the total income, interest or other revenues obtained from the investment of said funds; (iii) the total direct project costs paid from funds made available by the Department pursuant to this agreement; and (iv) the balance of any unexpended project funds.

4. To provide copies to the Department of all audit reports made pursuant to Sections 11.45, 125.01(1)(X) and 129.32, Florida Statutes, encompassing any and all project records and documents made during the term of this agreement. Said audit reports shall be forwarded by the County to the Department upon their completion.

5. The County shall act as an independent contractor and not as an employee of the Department or DOT in the performance of this agreement. The County covenants and agrees that it will indemnify and hold harmless the Department and DOT and all of the Department's and DOT's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the County during the performance of the contract, whether direct or indirect, and whether to any person or property to which the Department, DOT or said parties may be subject to, except that neither the County nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees or the sole negligence of DOT or any of its officers, agents or employees.

12. Unless terminated earlier, the term of this agreement shall commence on the date inscribed above on page one of this agreement, the date of execution, and shall continue until completion of project and payment of all costs, and the termination of the transportation project described herein shall commence no later than November 30, 1988. In such case, the term of this agreement shall continue until completion of the project in

shall this Agreement continue beyond June 30, 1990, unless extended by the parties pursuant to paragraph 16.a hereof.

13. Upon termination or expiration of this Agreement in any manner, any funds made available by the Department pursuant to this Agreement, including investment earnings realized pursuant to paragraph 3 above, that remain unexpended at that time shall be returned to the Department.

14. Any project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been impermissibly expended by the County in violation of this Agreement or other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documents or certifications required or permitted to be filed by the County shall not constitute a waiver of the Department's right as the funding agency to verify all information as a later date by audit or investigation.

15. This Agreement may be terminated by the Department in the event the County fails to perform or honor the requirements and provisions of this Agreement, upon no less than 24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of such termination, a return of funds in accordance with paragraphs 12 and 13 above shall be promptly accomplished by the County.

16. The County and the Department further agree: a. This Agreement may be modified only upon the written and mutual consent of the parties. b. This Agreement is executed in triplicate originals.

17. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatures hereon are duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this seven (7) page Agreement on this and year listed above written by their respective officials.

Legal Review
MAY - 5 1969
BY: William O. Johnson
Attorney - DCT 1

TITLE: Executive Secretary

ADDRESS: James Johnson

TITLE: State Representative

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

TITLE: Executive Secretary
EX-OFFICIO Clerk

ADDRESS: James A. Fine

TITLE: Chairman

BY: [Signature]

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT
COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

ECONOMIC DEVELOPMENT FUND APPLICATION

FLORIDA DEPARTMENT OF COMMERCE

DIVISION OF ECONOMIC DEVELOPMENT

Project No. _____ date September 25, 1988

Applicants are advised that this application must be submitted in accordance with the provision of Florida Statutes pursuant to Section 288.063, and Rules 8-6.24 through 8-6.45 FDC adopted by the Division of Economic Development. Failure to do so can be cause for withdrawing tentative approval for funding, if a project is selected by the Division.

I. APPLICANT

Local Government Applicant Nassau County Board of County Commissioners

Name of Primary Contact Bill Lecher

Address 2250 South 8th Street, Fernandina Beach, Florida 32034

Telephone 904/261-3511

Company Name America, Inc.

Primary Contact Frank G. Boulton Title President

Address 1410 N.W. 7th Avenue, Miami, Florida 33136

Telephone 305/587-5883

Principal Business Activity Automobile Assembly

Type of Facility: New (X) Existing Business Expansion ()

Estimated Date to Begin Construction February 1989

Estimated Date to Complete Construction November 1989

New Employment Generated 200

(Must be at least 100 if grant request is \$100,000 or more)

New Capital Investment Generated \$3,000,000.00

Describe the New Facility or the Expansion and Action

A Rough Site Plan \$3,000 square feet of plant area under

foot, 5,000 square feet of office space and parking area

TRANSPORTATION PROJECT

Clearly describe the transportation problem which is an

impediment to the location or expansion of the company

described above and give the importance in the decision to

locate or expand.

There is no improved road access to the plant site, unless

a road is constructed and maintained, it will be impossible

for most facilities to locate the plant on the industrial property.

FLORIDA DEPARTMENT OF TRANSPORTATION
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT

I. IDENTIFICATION

Date: September 28, 1988
Project No. _____ (F.D.C. only)
County: Nassau DOT District: _____

Name of Project: Fernandina International Tradeplex

Name of Designated Engineer: Harbor Engineering Company
Phone: 909 724-8522

Address: 1615 Huddleston Road
City: Jacksonville

PROJECT INFORMATION

Location of Project (Road No.): U.S. State FL County 200 City _____

Person responsible for maintenance & upkeep: State _____ County X City _____
(If more than one is applicable, please indicate.)

Total length of project: 0.533 miles

Brief description of project: Industrial Support Facilities

For the Port of Fernandina

Is there an alternative that would provide more cost effective access to the project? Yes () No (X)

If yes please describe: _____

Will project have environmental impact? Yes () No (X)

If yes describe: The project is being addressed in a _____

of Regional Impact Study

Person responsible for design: Name Harbor Engineering Company

Address: 1615 Huddleston Road
Jacksonville, Florida 32216

Person responsible for construction: Name Fernandina, Inc.

Address: Post Office Box 1611
Fernandina Beach, FL 32034

DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE

Estimate total cost of project: \$ 1,951,225

Estimate cost of construction: \$ 1,325,225

Estimate cost of right-of-way: \$ -0-

Estimate cost of design and engineering: \$ 626,000.00

Has design and engineering been completed? Yes () No (X)

Is cost overrun considered in total cost? Yes () No (X)

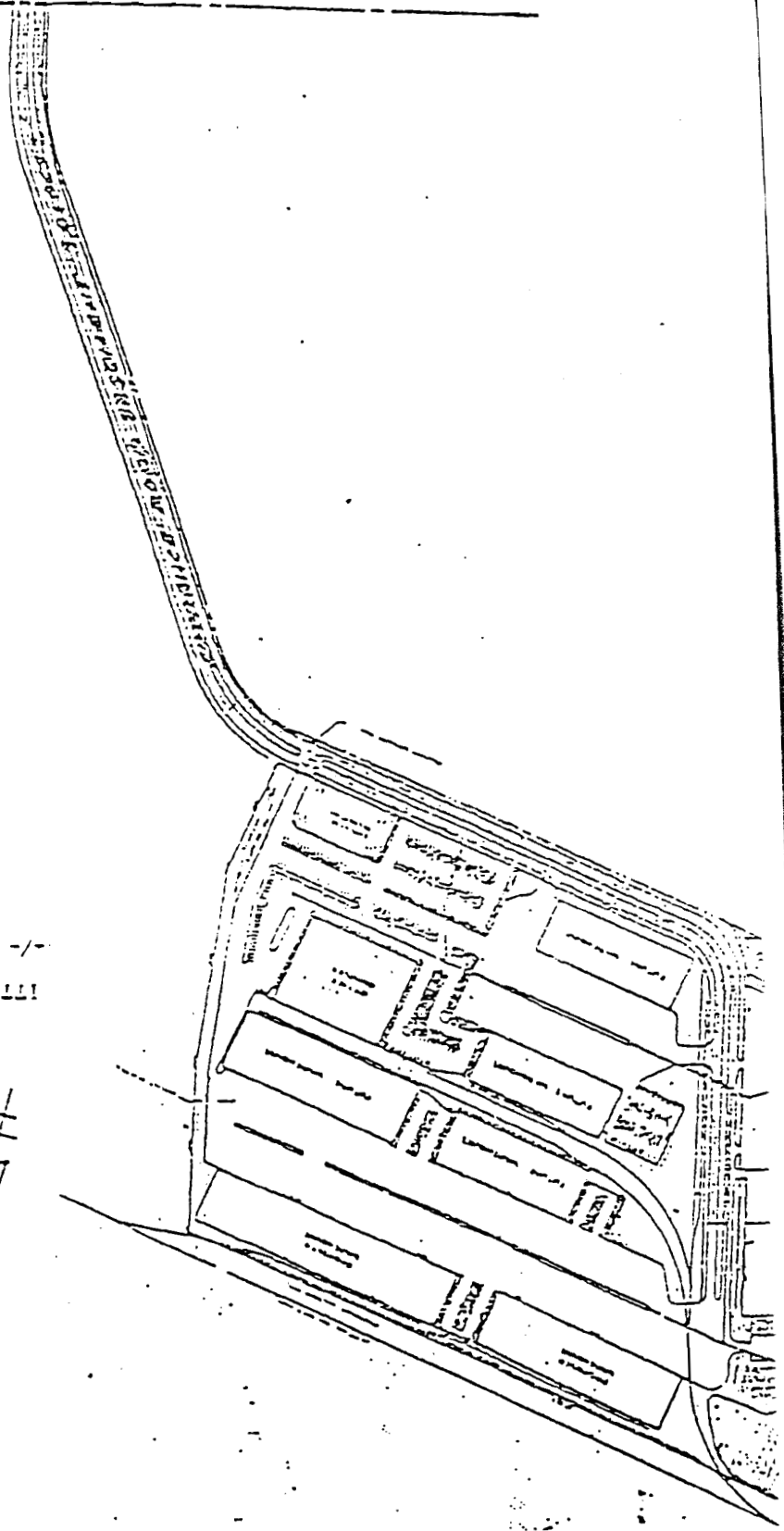
Yes how much: \$ -0-

Is design in accordance with DOT specifications? Yes () No ()

Is latest data project could begin: November 1, 1988

or many days estimated for completion: 120

Comments: _____



177 Property
-/- 160 Acres



A G R E E M E N T M O D I F I C A T I O N

Agreement made this 20th day of November, 1990, modifies the Agreement (a copy of which is attached and incorporated herein by this reference and designated as Exhibit A" for purpose of this Agreement) entered into on the 26th day of July 1990, 19th day of February 1990, and the 18th day of May 1989, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", the Florida Department of Transportation, hereinafter referred to as "DOT", and Nassau County, hereinafter referred to as the "County", whereby the Department transferred funds in the amount of \$1,580,025 in connection with the location of facilities in the County by Moto America, Inc., and agrees to extend said Agreement.

W I T N E S S E T H

WHEREAS, pursuant to Section 16.a. of this Agreement, said Agreement may be modified upon the written and mutual consent of the parties, and

WHEREAS, the County has requested an extension to the project commencement and termination dates, and

WHEREAS, the Department finds this request to be reasonable.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

1.0 Modification

The dates in paragraph 12 of Exhibit "A" are modified and the entire paragraph is changed to read as follows:

"Unless terminated earlier, the term of this Agreement shall commence on the date inscribed above, the date of execution, and shall continue until completion of the Project and payment of all costs, and the construction of the transportation project described herein shall commence no later than May 30, 1991 unless actual construction of the Project has been initiated and is continuing at that date. In such case, the term of this Agreement shall continue until completion of the Project in a timely fashion and timely payment of all costs, but in no event shall this Agreement continue beyond December 31, 1991, unless extended by the parties pursuant to paragraph 16.a. hereof."

2.0 Re-affirmation

The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this three (3) page Agreement Modification, written by their respective officials thereunto duly authorized.

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

BY: [Signature]

TITLE: Director

ATTEST: Camille Foster

TITLE: Accountant

COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

BY: Jimmy J. Hissguth

TITLE: CHAIRMAN

ATTEST: [Signature]

TITLE: Ex Officio Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]

TITLE: STATE TRANSPORTATION PLANNER

ATTEST: Charlotte Johnson

BY: EXECUTIVE SECRETARY

Legal Review: NOV 05 1990
By: [Signature]
Attorney - DOT

ECONOMIC DEVELOPMENT TRANSPORTATION FUND

Applicant : Nassau County
Grant Amount : \$ 1,580,025
Company : Moto America

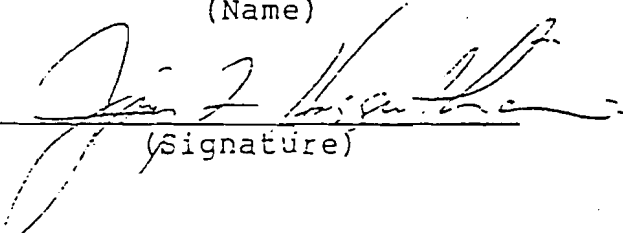
REQUEST FOR MODIFICATION

The County/City of Nassau County is requesting a modification to extend the commencement date from November 30, 1990 to May 30, 1991 because:

Additional time is needed to complete the revision of the county's overall Economic Development program which is in turn delaying final processing of the application for funding assistance, through the Federal Economic Development Administration, for infrastructure installation.

Jimmy L. Higginbotham

(Name)



(Signature)

Chairman

(Title)

September 17, 1990

(Date)

A G R E E M E N T M O D I F I C A T I O N

Agreement made this 26th day of July, 1990, modifies the Agreement (a copy of which is attached and incorporated herein by this reference and designated as Exhibit "A" for purpose of this Agreement) entered into on the 18th day of May 1989 and the 19th day of February, 1990, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", the Florida Department of Transportation, hereinafter referred to as "DOT", and Nassau County, Florida, hereinafter referred to as the "County", whereby the Department transferred funds in the amount of \$1,580,025 in connection with the location of facilities in the "County" by Moto America, Inc., and agrees to extend said Agreement.

W I T N E S S E T H

WHEREAS, pursuant to Section 16.a. of this Agreement, said Agreement may be modified upon the written and mutual consent of the parties, and

WHEREAS, the County has requested an extension to the project commencement and termination dates, and

WHEREAS, the Department finds this request to be reasonable.

"Unless terminated earlier, the term of this Agreement shall commence on the date inscribed above, the date of execution, and shall continue until completion of the Project and payment of all costs, and the construction of the transportation project described herein shall commence no later than November 30, 1990 unless actual construction of the Project has been initiated and is continuing at that date. In such case, the term of this Agreement shall continue until completion of the Project in a timely fashion and timely payment of all costs, but in no event shall this Agreement continue beyond June 30, 1991, unless extended by the parties pursuant to paragraph 16.a. hereof."

The dates in paragraph 12 of Exhibit "A" are modified and the entire paragraph is changed to read as follows:

1.0 Modification

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

2.0 Re-affirmation

The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this Three (3) page Agreement Modification, written by their respective officials thereunto duly authorized.

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

BY: [Signature]

BY: [Signature]

TITLE: Director

TITLE: Vice Chairman

ATTEST: Teronica L. Gains

ATTEST: [Signature]

TITLE: Executive Secretary

TITLE: Ex-Officio Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]

TITLE: State Transportation Planner

ATTEST: Charlotte Johnson

BY: EXECUTIVE SECRETARY

Legal Review: [Signature] JUL 16 '99

By: A. Ribush
Attorney - DOT

A G R E E M E N T M O D I F I C A T I O N

Agreement made this 19th day of February, 1990, modifies the Agreement (a copy of which is attached and incorporated herein by this reference and designated as Exhibit "A" for purpose of this Agreement) entered into on the 18th day of May 1989, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", the Florida Department of Transportation, hereinafter referred to as "DOT", and Nassau County, Florida, hereinafter referred to as the "County", whereby the Department transferred funds in the amount of \$1,580,025 in connection with the location of facilities in the "County" by Moto America, Inc., and agrees to extend said Agreement.

W I T N E S S E T H

WHEREAS, pursuant to Section 16.a. of this Agreement, said Agreement may be modified upon the written and mutual consent of the parties, and

WHEREAS, the County has requested an extension to the project commencement and termination dates, and

WHEREAS, the Department finds this request to be reasonable.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

1.0 Modification

The dates in paragraph 12 of Exhibit "A" are modified and the entire paragraph is changed to read as follows:

"Unless terminated earlier, the term of this Agreement shall commence on the date inscribed above, the date of execution, and shall continue until completion of the Project and payment of all costs, and the construction of the transportation project described herein shall commence no later than May 30, 1990 unless actual construction of the Project has been initiated and is continuing at that date. In such case, the term of this Agreement shall continue until completion of the Project in a timely fashion and timely payment of all costs, but in no event shall this Agreement continue beyond December 30, 1990, unless extended by the parties pursuant to paragraph 16.a. hereof."

2.0 Re-affirmation

The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this Three (3) page Agreement Modification, written by their respective officials thereunto duly authorized.

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

BY: [Signature]

BY: [Signature]

TITLE: [Signature]

TITLE: Vice Chairman

ATTEST: Veronica L. Bains

ATTEST: [Signature]

TITLE: Executive Secretary

TITLE: Ex-Officio Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]

TITLE: _____

ATTEST: [Signature]

BY: Executive Secretary

Legal Review: JAN 31 '99

By: [Signature]
Attorney: 507

A G R E E M E N T

This Agreement, entered into this 18th day of May 1989, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", the Florida Department of Transportation, hereinafter referred to as "DOT", and Nassau County, Florida, hereinafter referred to as the "County".

W I T N E S S E T H

WHEREAS, the Department has determined that the construction of a transportation project, hereinafter referred to as the "Project" and described in paragraph 1 below, is necessary to facilitate the economic development and growth of the state as contemplated by Section 258.063, Florida Statutes, and as set forth in the Economic Development Transportation Fund Application, attached hereto as Exhibit A, and

WHEREAS, the County is prepared to complete the project at an estimated total cost of \$1,620,025.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth and agreed between the parties as follows:

1. The project is described as follows:

To construct a two lane divided access road from US Highway 24A to the beginning of the company's site location, measuring approximately 1.00 miles in length, in the Ocean Highway and Port Authority's Interplex, in Nassau County.

and in connection with the location of facilities in the County

by the following company:

Koss America, Inc.

2. The Department will transfer funds in the amount of \$1,580,025 to the County to be applied toward total direct project costs when this Agreement is executed by the Department.

3. Funds transferred to the County by the Department upon execution of this Agreement shall be invested by the County, until their actual expenditure, in such income or revenue producing investments as authorized by law for other County funds. All income, interest or other revenues obtained from such investment shall be considered Department funds. The income, interest or other revenues shall be remitted on a semi-annual basis within fifteen (15) days of the close of the months June and December, regardless of the month in which funds were received. - Upon completion of the project, all remaining income, interest, or other revenues shall be returned to the Department.

4. No expenditure of project funds made available by the Department shall be made prior to satisfaction of the following:

a. Before any funds made available by the Department pursuant to this Agreement are expended by the County, the County shall certify to the Department that the business entity referred to in paragraph 1 above has secured the necessary permits including but not limited to building permits and related construction of the facilities referenced therein. If the County fails to provide such certification to the Department within 180 days after contract execution, the Department may, at its discretion, terminate this Agreement. In the event of such termination, a return of funds in accordance with paragraph 12 below shall be promptly accomplished by the County.

b. Before any funds made available by the Department pursuant to this Agreement are expended by the County, the County shall certify to the Department that the business entity referred to in paragraph 1 above has secured the necessary permits including but not limited to building permits and related construction of the facilities referenced therein. If the County fails to provide such certification to the Department within 180 days after contract execution, the Department may, at its discretion, terminate this Agreement. In the event of such termination, a return of funds in accordance with paragraph 12 below shall be promptly accomplished by the County.

c. No expenditure of funds made available by the Department pursuant to this Agreement shall be made by the County.

prior to verification of invoices, statements or other related documents being duly submitted to the County for pre-audit and approval by the County.

5. Before any funds made available by the Department pursuant to this Agreement are expended by the County, the County shall provide to the Department substantiating that all required right-of-way has been obtained and meets the definition of right-of-way set forth in Section 334.03(16), Florida Statutes.

6. Funds made available by the Department pursuant to this Agreement shall be expended solely for the purpose of the Project. No such funds shall be used for the purchase of any capital equipment, landscaping, water and sewer lines, for any legal action against the Department or DCJ, nor for the administration of the project fund or cost associated with preparation of the application.

7. As an inducement to the transfer of funds referred to in paragraph 2 above, the County grants the assurance that, if initiated, the project will be carried through to its completion and will not require the expenditure of any additional funds from the Department. The County shall be liable for all cost overruns on the project.

8. The County agrees to seek and accept authorization from DCJ to design and construct the project in accordance with standards promulgated by the Florida Department of Transportation (DOT) in accordance with Section 336.045 Florida Statutes, and to provide certification of same to the Department and DCJ upon completion of the project. Such certification shall be provided by a professional engineer registered in Florida who shall certify that all design and construction for the project is in substantial conformance with the standards established by DCJ pursuant to Section 336.045, Florida Statutes. DCJ agrees to grant authorization to the County to construct any portion of the project which may be on the state system.

9. The County shall award construction of the project (if construction costs will exceed \$50,000 exclusive of local in-kind project costs) to the lowest and best bidder, in accordance with applicable state and federal statutes and regulations, and submit to the Department a copy of the bid tally sheet(s) and a copy of the awarded bid and contract.

10. The County is encouraged to utilize "minority business enterprises," as defined in Section 288.703, Florida Statutes, as subcontractors or vendors when permitted under this Agreement and to report to the Department all such usage.

11. The County further agrees:

- a. To maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which substantially and properly reflect all costs of any nature incurred by the County in the performance of this Agreement and to retain said books, records, documents and other evidence for a period of three (3) years after termination of this Agreement.
- b. That aforesaid records, books, documents and other evidence shall be subject at all times to inspection, review or audit by state personnel of the Office of Auditor General, or audit by state personnel and other state personnel authorized by the Office of Comptroller and other state personnel authorized by the Department.
- c. To include these aforementioned audit and recordkeeping requirements in contracts and subcontractors entered into by the County with any party for work required in the performance of this Agreement.
- d. That three (3) months after the date of expiration of this Agreement and every three (3) months thereafter, it will provide the Department with a report containing details of work completed according to the project schedule; a description of any change orders executed; and a budget summary detailing planned expenditures versus actual expenditures.
- e. That upon termination, it will provide the Department with a certification that the project has been completed in compliance with the terms and conditions of this Agreement.

further; to provide a report which shall specify (i) the total funds transferred to the County by the Department pursuant to this agreement; (ii) the total income, interest or other revenues obtained from the investment of said funds; (iii) the total direct project costs paid from funds made available by the Department pursuant to this agreement; and (iv) the balance of any unexpended project funds.

f. To provide copies to the Department of all public reports made pursuant to Sections 11.45, 125.01(1)(X) and 119.32, Florida Statutes, encompassing any and all project records and documents made during the term of this agreement. Said audit reports shall be forwarded by the County to the Department upon shall completion.

6. The County shall act as an independent contractor and not as an employee of the Department or DOT in the performance of this agreement. The County covenants and agrees that it will indemnify and hold harmless the Department and DOT and all of the Department's and DOT's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the County during the performance of the contract, whether direct or indirect, and whether to any person or property to which the Department, DOT or said parties may be subject to, except that neither the County nor any of its sub-contractors will be liable under this section for damages relating out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees or the sole negligence of DOT or any of its officers, agents or employees.

12. Unless estimated earlier, the term of this

agreement shall commence on the date included above on page one (1) of this agreement, the date of execution, and shall continue until completion of project and payment of all costs, and the

completion of the transportation project described herein shall commence no later than November 30, 1998. In such case, the term

of this agreement shall continue until completion of the project in

shall this Agreement continue beyond June 30, 1990, unless extended by the parties pursuant to paragraph 16.a hereof.

13. Upon termination or expiration of this Agreement in any manner, any funds made available by the Department pursuant to this Agreement, including investment earnings realized pursuant to paragraph 3 above, that remain unexpended at that time shall be returned to the Department.

14. Any project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been improperly expended by the County in violation of this Agreement or other applicable law or regulation shall be promptly refunded in full to the Department, accordance by the Department of any documents or certifications required or permitted to be filed by the County shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

15. This Agreement may be terminated by the Department in the event the County fails to perform or honor the requirements and provisions of this Agreement, upon no less than 24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of such termination, a return of funds in accordance with paragraphs 12 and 13 above shall be promptly accomplished by the County.

16. The County and the Department further agree: a. This Agreement may be modified only upon the written and mutual consent of the parties. b. This Agreement is executed in duplicate.

17. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatures hereon are duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this seventh (7) page Agreement on the day and year first above written by their respective officials.

Legal Review
MAY - 5 1980
Attorney - COT

Executive Secretary

James Johnson

State Transportation

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary

James A. Furr

Chairman

Division

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

FLORIDA DEPARTMENT OF COMMERCE

DIVISION OF ECONOMIC DEVELOPMENT

Project No. _____

Date September 28, 1988

Applicants are advised that this Application must be submitted in accordance with the provision of Florida Statutes pursuant to Section 282.063, and Rules 8-6.14 through 8-6.45 FDC adopted by the Division of Economic Development. Failure to do so can be cause for withdrawing tentative approval for funding, if a project is selected by the Division.

I. APPLICANTLocal Government Applicant Nassau County Board of County CommissionersName of Primary Contact Bill LecherAddress 2290 South 8th Street, Fernandina Beach, Florida 32034Telephone 904 261-3511II. COMPANY PROVIDING EMPLOYMENT (Only one company may be listed)Company Moto America, Inc.Primary Contact Frank G. Boulton Title PresidentAddress 14120 N.W. 7th Avenue, Miami, Florida 33163Telephone 305 487-5563Principal Business Activity Automobile Assembly

Type of Facility: New (X) Existing Business Expansion ()

Estimated Date to Begin Construction February 1989Estimate Date to Complete Construction November 1989New Employment Generated 200

(Must be at least 100 if grant request is \$100,000 or more)

Net Capital Investment Generated \$3,000,000.00

Briefly Describe the New Facility or the Expansion and Attach

a Rough Site Plan 55,000 square feet of plant area underroof, 5,000 square feet of office space and parking areaTRANSPORTATION PROJECT

Briefly Describe the Transportation Problem which is an impediment to the location or expansion of the company described above and give its importance in the decision to locate or expand.

There is no improved road access to the plant site. Unless

a road is constructed and maintained, it will be impossible

for Moto America to locate its plant on the Tradeclex property.

FLORIDA DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT

I. IDENTIFICATION

Date: September 28, 1988

Project No. _____ (F.D.C. only)
County: Nassau DOT District: _____

Name of Project: Fernandina International Tradeplex

Name of Designated Engineer: Harbor Engineering, Inc. Phone: 904 724-8522
Company _____

Address: 1615 Hufschmidt Road
City: Jacksonville

PROJECT INFORMATION

Location of Project (Road No.): U.S. _____ State: FL County: 200 City: _____

Person responsible for maintenance & upkeep: State _____ County: X City: _____
(If more than one is applicable, please indicate.)

Total length of project: 0.813 miles (±)

Site description of project: Industrial Support Facilities

For the Port of Fernandina

Is there an alternative that would provide more cost effective access to the project? Yes () No (X)

Is the project described? _____

Will project have environmental impacts? Yes () No (X)

Is the project being addressed in a development of Regional Impact study? _____

Person responsible for design: _____
Name: Harbor Engineering, Inc.

Address: 1615 Hufschmidt Road
Jacksonville, Florida 32216

Person responsible for construction: _____
Name: FIRMART, INC.

Address: Post Office Box 1611
Fernandina Beach, FL 32034

DOT REGISTRATION PROJECT CONSTRUCTION COST ESTIMATE

Estimate total cost of project: \$ 1,991,225

Estimate cost of construction: \$ 1,138,225

Estimate cost of right-of-way: \$ _____

Estimate cost of design and engineering: \$ 145,000.00

Is design and engineering been completed? Yes () No (X)

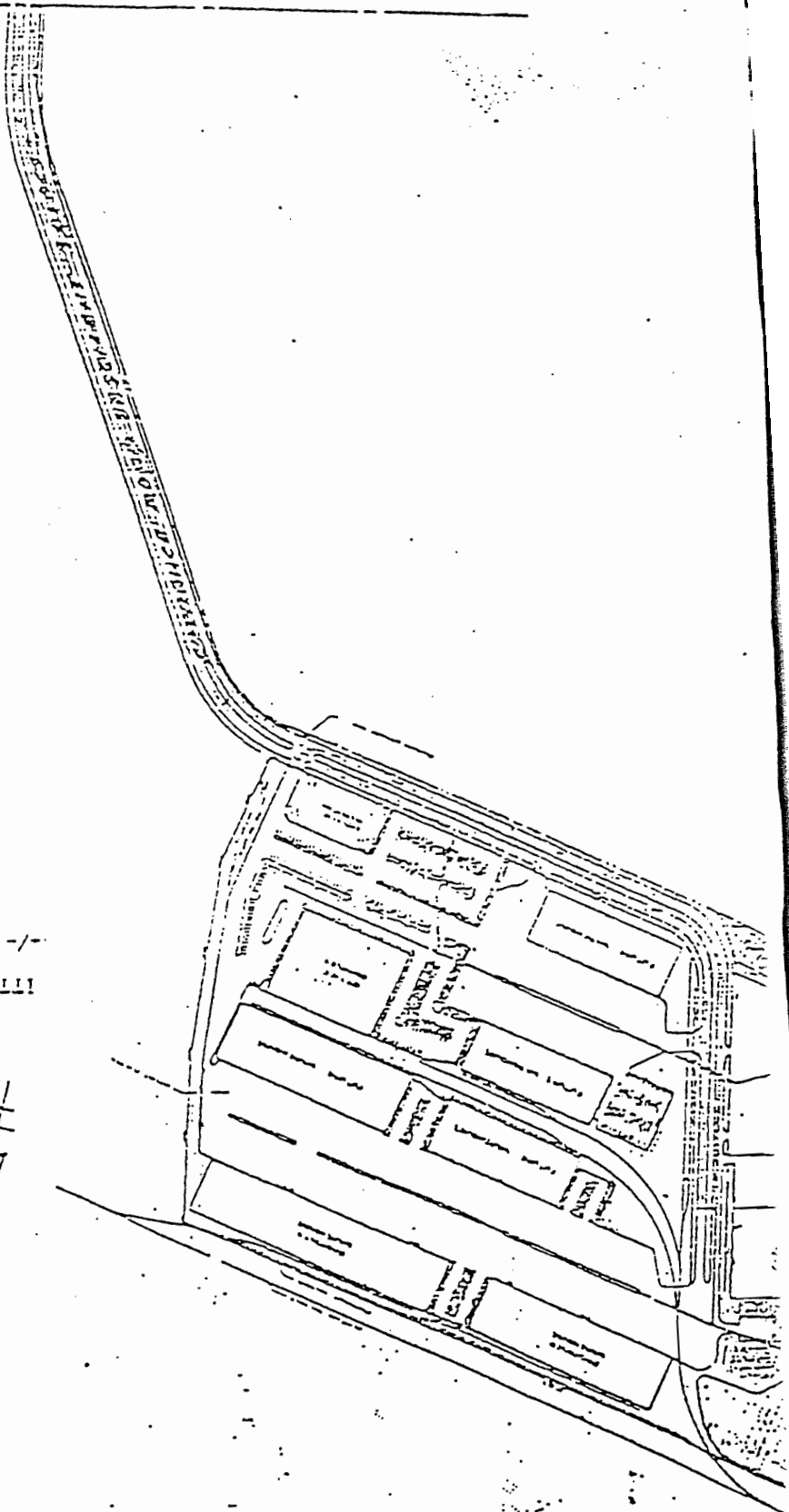
Is cost overrun considered in total cost? Yes () No (X)

Is the project in accordance with DOT specifications? Yes () No ()

Is the project being completed for completion? _____

Is the project being completed for completion? _____

Is the project being completed for completion? _____



ITT Property
 -/- 150 Acres



RECEIVED
12/10/91



STATE OF FLORIDA DEPARTMENT OF COMMERCE
Division of Economic Development

December 10, 1991

Mr. Bill Lecher

Nassau County Board of County

Commissioners

3390 South 8th Street

Fernandina Beach, Florida 32034

Dear Mr. Lecher:

Enclosed is an original, fully executed Economic Development Transportation Fund (EDTF) Agreement Modification with Nassau County, the Florida Department of Transportation and the Florida Department of Commerce on behalf of Moto America. This Agreement Modification implements a contract termination date of June 30, 1993 and adds the Vendor's Rights Clause. This Agreement Modification also extends the project commencement date to May 30, 1992 and the project termination date to December 31, 1992.

If you have any questions, please call me at 904/488-9357.

Sincerely,

Bridget Merrill

Supervisor

BMM/bwm

Enclosure

Director's
Office
904/488-6300

Business
Assistance
904/488-9357

Economic
Analysis
904/487-2568

Industry
Development
904/488-9360

Motion Picture
and Television
940/487-1100

International
Trade and
Development
904/488-6124

COLLINS BUILDING

TALLAHASSEE, FLORIDA 32399-2000

FAX 904/487-1407

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034



Jim B. Higginbotham
John A. Crawford
Tom Branan
James E. Testone
Jimmy L. Higginbotham
Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

T.J. "Jerry" GREESON
EX-Officio Clerk
MICHAEL S. MULLIN
County Attorney

November 1, 1991

Ms. Helene Caseltine, Program Monitor
Department of Commerce
State of Florida
Division of Economic Development
Collins Building
Tallahassee, FL 32399-2000

Economic Development Transportation Fund
Project #88/8945A - Moto America

Dear Ms. Caseltine:

Enclosed please find three copies of the Modification Agreement for the above named project. This agreement modification extends the project commencement date to May 30, 1992 and extends the project termination date to December 31, 1992 and extends the contract termination date to June 30, 1993. We would appreciate receiving a fully executed copy of this agreement modification, at your earliest convenience.

Sincerely,

T.J. Greason, Clerk
by Bradley, DC

T. J. "Jerry" Greason
Ex-Officio Clerk

TJG:jb

Enclosures (3)

(904) 261-5489 Board Room; 261-6127, 879-1029, 355-6275
An Affirmative Action / Equal Opportunity Employer

Directors
Office
904/488-6300

Business
Assistance
904/488-9357

Economic
Analysis
904 487-2568

Industry
Development
904/488-9360

Motion Picture
and Television
904/487-1100

International
Trade and
Development
904/488-6124

COLLINS BUILDING

TALLAHASSEE, FLORIDA 32399-2000

FAX 904/487-1407

Enclosures

/hc

Helene Caseltine
Program Monitor

Helene Caseltine
Sincerely,

Please have all three (3) Agreements signed and witnessed, and return to me for further processing. An original will be sent to you upon its full execution. If you have any questions, please call me at 904/488-9357.

This Agreement Modification will extend the project commencement date to May 30, 1992, extend the project termination date to December 31, 1992, and extend the contract termination date to June 30, 1993.

This letter is to inform you of our intent to process the enclosed Modification Agreement as quickly as possible.

Dear Mr. Lecher:

RE: Economic Development Transportation Fund
Project #88/8945A - Moto America

Mr. William Lecher, P.E.
Nassau County Engineer
2290 South Eighth Street
Fernandina Beach, Florida
32034-3056

October 15, 1991

STATE OF FLORIDA DEPARTMENT OF COMMERCE
Division of Economic Development



RECEIVED
R10/R/91