

UNIFORM COMMERCIAL CODE

STATE OF FLORIDA  
FINANCING STATEMENT

FORM UCC-1 (REV. 1993)

LEASE #999993599

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor (Last Name First if an Individual) NASSAU COUNTY		1a. Date of Birth or FEI#	
1b. Mailing Address P.O. Box 386		1c. City, State Hilliard, FL	
		1d. Zip Code 32046	
2. Additional Debtor or Trade Name (Last Name First if an Individual)		2a. Date of Birth or FEI#	
2b. Mailing Address		2c. City, State	
		2d. Zip Code	
3. Secured Party (Last Name First if an Individual) Deere Credit, Inc.			
3a. Mailing Address P.O. Box 65090		3b. City, State West Des Moines, IA	
		3c. Zip Code 50265	
4. Assignee of Secured Party (Last Name First if an Individual)			
4a. Mailing Address		4b. City, State	
		4c. Zip Code	

5. This Financing Statement covers the following types or items or property [Include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)].

JD 770EH Grader #DW770EH545888

6. Check only if Applicable:  Products of collateral are also covered.  Proceeds of collateral are also covered.  Debtor is transmitting utility.

7. Check appropriate box: (One box must be marked)  All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.  Florida Documentary Stamp Tax is not required.

8. In accordance with s. 679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral:

already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

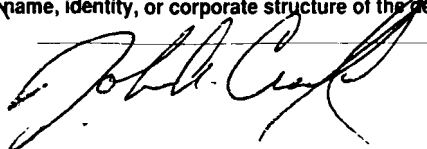
as to which the filing has lapsed. Date filed \_\_\_\_\_ and previous UCC-1 file number \_\_\_\_\_

acquired after a change of name, identity, or corporate structure of the Debtor.

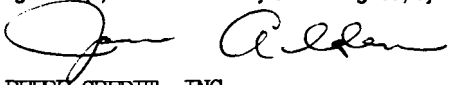
9. Number of additional sheets presented: \_\_\_\_\_

This Space for Use of Filing Officer

10. Signature(s) of Debtor(s)



11. Signature(s) of Secured Party or if Assigned, by Assignee(s)



DEERE CREDIT, INC.

12. Return Copy to:

Name	Deere Credit, Inc.
Address	P.O. Box 65090
Address	West Des Moines, IA 50265
City, State, Zip	

## Customer Responsibility for Physical Damage Insurance

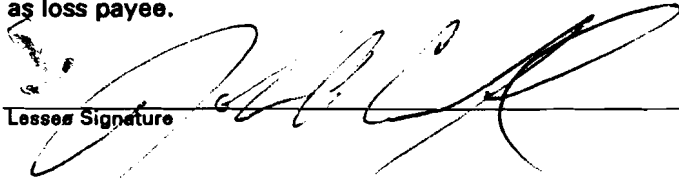
Lessee Name: **NASSAU COUNTY**

Lease Number: **999993599**

PHYSICAL DAMAGE INSURANCE for the equipment on the attached lease will be provided by the agency listed below:

<b>Name of Agency:</b> John T. Ferreira Insurance, Inc.	<b>Phone Number of Agency:</b> Area Code (904 )- 261 - 5571
<b>Mailing Address of Agency:</b> Post Office Box 777, Fernandina Beach, FL 32034	

I (We) agree and understand that under the terms of my (our) Lease Agreement with you, I (We) must at all times keep the Goods insured against all risk loss, damage, or destruction for its full-insurable value, with Deere Credit, Inc. listed as loss payee.

  
 \_\_\_\_\_  
 Lessee Signature

4-25-94  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Co-Lessee Signature (if applicable)

\_\_\_\_\_  
 Date

Send to Deere Credit Services with the Lease Agreement

130433 4

**LOSS PAYEE:**  
**DEERE CREDIT, INC.**  
**P.O. BOX 65090**  
**WEST DES MOINES, IA 50265-0090**

**EQUIPMENT DESCRIPTION:**

1	JD N	770BH GRADER	DW770BH545888

<b>DEERE CREDIT, INC. OFFICE USE ONLY</b>		
<b>CONTACT DATE(S):</b>	<b>CONTACT NAME:</b>	
<b>POLICY #:</b>	<b>EXP. DATE:</b>	<b>INSURED VALUE:</b>
<b>LOSS PAYEE DEERE CREDIT, INC.?</b> <input type="checkbox"/> Yes <input type="checkbox"/> WILL BE ADDED	<b>VERIFIED BY:</b>	

MUNICIPAL/GOVERNMENTAL LEASE PURCHASE AGREEMENT

**Description Of Equipment**

LESSEE <b>NASSAU COUNTY</b>	LEASE NUMBER <b>999993599</b>
LESSOR <b>Deere Credit, Inc.</b>	DATE OF LEASE <b>21-Apr-94</b>

DESCRIPTION OF EQUIPMENT		PRODUCT ID. NUMBER
1	N JD 770BH GRADER	DW770BH545888

Lessor hereby leases to Lessee the above-described Equipment, subject to the terms and conditions of the above-referenced Lease.

**Lessor: Deere Credit, Inc.**

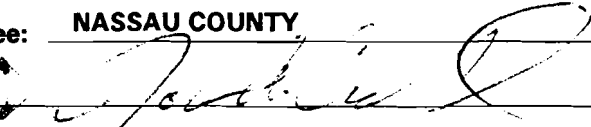
By \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

Lessee has on this date received and accepted, subject to the terms and conditions of the above-referenced Lease, the above-described Equipment, which is in good condition and repair and complies in all respects with Lessee's specifications.

**Lessee: NASSAU COUNTY**

By 

Title **Chairman**

Date Signed **4-25-94**

130433 A

# Opinion of Lessee's Counsel

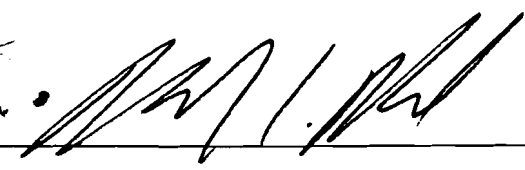
LESSEE  <b>NASSAU COUNTY</b>	LESSEE'S STATE  <b>FLORIDA</b>
LESSOR  <b>Deere Credit, Inc.</b>	DATE OF LEASE  <b>21-Apr-94</b>

Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Equipment Lease Purchase Agreement (the "Lease") entered into on the above date between Lessee and Lessor, and the proceedings taken by Lessee to authorize and execute the Lease. Based upon this and such other examinations as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, or a political subdivision thereof, legally existing under the laws of the State indicated above.
2. This Lease has been duly authorized, executed and delivered by Lessee;
3. This Lease is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.

Counsel for Lessee \_\_\_\_\_



Date \_\_\_\_\_

4-25-94

MUNICIPAL GOVERNMENTAL LEASE/PURCHASE AGREEMENT  
 Exhibit B  
 Payment Schedule

-----  
 .Nassau County Road Dept #999993599 04-19-1994 Pg 1  
 -----

Nominal annual rate...: 4.500 %

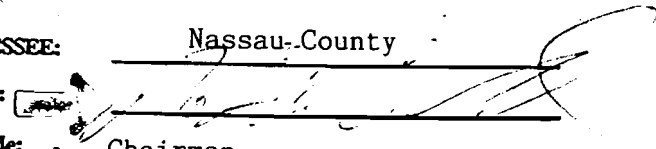
CASH FLOW DATA

Event	Date	Amount	#	Period	End-date
1 Loan	04-21-94	58,500.00	1		
2 Payment	04-15-95	61,089.23	1		

AMORTIZATION SCHEDULE - Normal amortization

Pmt	Date	Payment	Interest	Principal	Balance
Loan	04-21-1994				58,500.00
1	04-15-1995	61,089.23	2,589.23	58,500.00	0.00
Grand totals		61,089.23	2,589.23	58,500.00	

LESSOR: DEERE CREDIT, INC.  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date accepted: \_\_\_\_\_

LESSEE: Nassau County  
 By:  \_\_\_\_\_  
 Title: Chairman

# Lease Purchase Agreement

LEASE NUMBER	DEALER ACCT NO.
999993599	17-9008

LEASE PURCHASE AGREEMENT ("this Lease") entered into as of the 20TH day of APRIL, 19 94, between DEERE CREDIT, INC. ("Lessor") and NASSAU COUNTY ("Lessee"), a legal corporation or political subdivision of the State of FLORIDA.

**3. PAYMENTS** - Lessor leases to Lessee, and Lessee leases from the equipment described in one or more Exhibits, attached to and made of this Lease. The term "Equipment" as used herein shall refer to the equipment described in all Exhibits attached to this Lease. Lessee agrees to pay Lease Payments in advance on the dates shown on Exhibits which may be attached to this Lease and executed by Lessee from time to time (collectively referred to as "Payment Schedule"), a portion of each Lease Payment to represent payment of interest and to represent payment of principal as shown on the Payment Schedule.

**PROPERTY TAXES, LICENSE FEES, ETC.** - In addition to the Lease Payments to be made pursuant to Section 1, Lessee agrees to pay, and to satisfy and hold Lessor harmless from all license, sales, use, personal property taxes, penalties, fines, interest or charges of any kind that may be assessed or charged against the Equipment or use thereof.

**LESSEE'S COVENANTS & REPRESENTATIONS** - Lessee represents and warrants as follows for the benefit of Lessor (all such representations and warranties being continuing), and is delivering an opinion of its counsel dated the date hereof, in form and substance satisfactory to Lessor, confirming that Lessee has authority to enter into this Lease and make the following representations and warranties:

Lessee is a public body corporate and politic, or a political subdivision hereof, legally existing under the laws of the State of FLORIDA; This Lease has been duly authorized, executed and delivered by Lessee; This Lease is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.

Lessee further represents and warrants as follows: Lessee will do all things lawfully within its power to obtain and maintain funds from which the Lease Payments may be made, including making provision for such payments to the extent necessary in each biannual or annual budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available reviews and appeals in the event such portion of the budget is not approved. To the knowledge of Lessee, there are no circumstances affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Equipment or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder.

There are no actions, lawsuits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if determined adversely against Lessee, would have a material adverse effect on the ability of Lessee to perform its obligation under this Lease.

Lessee does not have budgeted in its current fiscal period sufficient funds to purchase the Equipment for cash.

This Lease will not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code in that Lessee will not sublease the Equipment, nor will Lessee enter into any management, output, or similar types of contracts where more than 10 percent of the proceeds of the lease-purchase agreement will be used for one or more private business uses or where the payment of the principal of, or interest on, more than 10 percent of the proceeds of this Lease will be made, either directly or indirectly, by payments, property, or monies borrowed by private business users. (The term "private business use" means any direct or indirect use in a trade or business carried on by an individual or entity other than a state or local governmental unit, including use by the Federal Government or any agency thereof. A special exemption is provided for "exempt facility bonds" and "501(c) (3) [tax-exempt organization] bonds".)

This Lease will be used for governmental or 501(c) (3) purposes and, thus, will not constitute an investment. This Lease was not created for the purpose of arbitrage. Nevertheless, should a "Certificate of Arbitrage" be required, this Section is deemed to be such a Certificate, executed and delivered in accordance with the provisions of Section 1.103-13, 1.103-14 and 1.103-15 of the Income Tax Regulations. And by the signature of the Lessee below, the Lessee certifies that the Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of the Lessee as an issuer whose arbitrage certificate may not be relied upon.

Lessee will report this Lease to the Internal Revenue Service by filing form 8038-G or 8038-GC, whichever is appropriate. Lessee understands that failure to do so will cause the Lease to lose its tax exempt status. Therefore, Lessee agrees that if it fails to file the appropriate form, the interest rate set forth in the Payment Schedule will be adjusted to an equivalent taxable interest rate.

**4. NON-APPROPRIATION OF FUNDS**

4.1 In the event funds are not budgeted and appropriated in any fiscal year for Lease Payments due under this Lease for the then current or succeeding fiscal year, this Lease shall impose no obligation on the Lessee as to such current or succeeding fiscal year and shall become null and void except as to the Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Lessor, its successors or assigns, for any further Payments.

4.2 If the provisions of Section 4.1 are utilized by Lessee, Lessee agrees to immediately notify the Lessor or his assignee of this Lease if funds are not budgeted and appropriated, to peacefully surrender possession of the Equipment to Lessor or its assignee and that it will not purchase, lease or rent equipment performing functions similar to those performed by the Equipment for a period of ninety (90) days from the date of surrender of the Equipment.

**5. EARLY TERMINATION / PREPAYMENT** - In the event Lessee should desire to terminate this Lease in its entirety or for any piece of equipment described in any Exhibit attached hereto, or prepay its obligation on any Lease Payment due date prior to the end of the Lease Term, for reasons other than nonappropriation of funds as described in Section 4, the following options are available:

5.1 Lessee may request Lessor to sell the Equipment for a fair market price, and Lessee shall pay Lessor the Termination Value shown on the Payment Schedule less the net proceeds received from the sale of the Equipment.

5.2 Lessee, having complied with the terms and conditions of this Lease, shall have the option to prepay its obligation by paying the Termination Value shown on the Payment Schedule.

**6. NEW EQUIPMENT WARRANTY** - Lessee acknowledges and agrees (a) that the Equipment was selected by Lessee; (b) that Lessee is satisfied that the same is suitable for its purpose; (c) that Lessor is not a manufacturer thereof nor a dealer in property of such kind; and (d) THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY OR COVENANT WITH RESPECT TO THE MERCHANTABILITY, AND CONDITION, QUALITY, DESCRIPTION, DURABILITY, OR SUITABILITY OF ANY SUCH UNIT IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE. Lessor hereby assigns to Lessee, to the extent assignable, any warranties, covenants, and representations of the vendor with respect to the Equipment, provided that any action taken by Lessee by reason thereof shall be at the sole expense of the Lessee and shall be consistent with Lessee's obligations pursuant to the terms of this Agreement.

**7. DEFAULT & LESSOR'S REMEDIES**

7.1 The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily, by operation of law or pursuant to any order of any court or governmental agency:

7.1.1 Failure by Lessee to pay any Lease Payment within thirty (30) days of the time specified;

7.1.2 Lessee's failure to comply with any other covenant, condition or agreement of Lessee hereunder for a period of thirty (30) days after notice thereof;

7.1.3 Lessee shall make, permit or suffer any unauthorized assignment, transfer or other disposition of this Lease, or any interest herein or of any item(s) of the Equipment or interest therein;

7.1.4 Any other event, the occurrence of which causes Lessor to deem itself insecure.

7.2 Upon the occurrence of any Event of Default specified herein, Lessor may exercise any or all of the following remedies:

7.2.1 Enforce this Lease by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise.

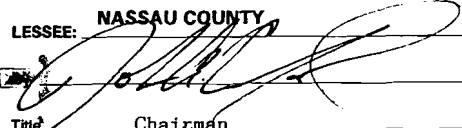
7.2.2 Terminate this Agreement and repossess the Equipment, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses (including, but not limited to reasonable attorneys' fees) incurred by Lessor in connection therewith.

7.2.3 Sell the Equipment at public or private sale. In the event the proceeds of such sale, less the costs of repossession (including reasonable attorneys' fees and the costs of sale) and less any past due Lease Payments or interest owing by Lessee (the "disposition credit"), do not equal the applicable Termination Value on the current Lease Payment date, then Lessee shall be liable for the difference between said disposition credit and such Termination Value.

7.2.4 Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in connection therewith.

ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

DEERE CREDIT, INC.

LESSEE: NASSAU COUNTY  
  
 Title Chairman

Accepted \_\_\_\_\_

## ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES

8. **INTEREST ON DEFAULT** - If Lessee fails to pay any Lease Payment(s) specified in Section 1 within ten (10) days after the date due, Lessee shall pay Lessor interest on such delinquent Lease Payment(s) from the due date until paid at the lower of twelve percent (12%) per annum or the highest rate permitted by law.

### 9. ASSIGNMENT & SUBLEASE

9.1 **LESSEE SHALL NOT ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE, THE EQUIPMENT OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR PERMIT THE EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN LESSEE OR ITS EMPLOYEES.**

9.2 Lessee agrees that Lessor may assign this Lease, as well as all right, title and interest of Lessor in and to the Equipment and all Lease Payments due or to become due hereunder. Lessee's obligation to make Lease Payments under this Lease shall not as to any such assignee be subject to any reduction arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee.

10. **TITLE** - Title to the Equipment shall pass to Lessee immediately upon acceptance of the Equipment by Lessee, subject to Lessor's security interest. Upon termination of this Lease under Section 4, Section 5.1 or Section 7, title to the Equipment shall revert to Lessor.

11. **SECURITY INTEREST** - As security for Lessee's covenants and obligations under this Lease, Lessee grants to Lessor and its assignee a security interest in the Equipment and all attachments, additions, accessions and substitutions to or for the Equipment. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest.

12. **LOSS OR DAMAGE TO EQUIPMENT** - All risk of loss or damage to the Equipment is assumed by Lessee until it is returned to Lessor. In the event of total loss of the Equipment, Lessee shall pay Lessor the Termination Value shown on the Payment Schedule for the current Lease Payment date, less proceeds of insurance and salvage value of the Equipment.

### 13. INSURANCE

13.1 Lessee, at its own expense, will carry Comprehensive General Liability Insurance including contractual liability with minimum limits of \$1,000,000 bodily injury each occurrence and \$250,000 property damage each occurrence. Lessee also agrees to have its insurer include Lessor and its assigns as Additional Insureds.

13.2 Lessee, at its own expense, shall keep the Equipment insured against all risk of physical damage for no less than its actual cash value. Such insurance shall include a loss payable clause made out in favor of the Lessor, and the proceeds of same insurance, at the option of Lessor, shall be applied toward the replacement, restoration or repair of said Equipment, or to payment of any obligation to Lessee hereunder. **PAYMENT OF ANY INSURANCE PROCEEDS SHALL NOT AFFECT LESSEE'S OBLIGATIONS UNDER SECTION 12, INCLUDING ITS OBLIGATION TO PAY ANY DIFFERENCE BETWEEN TERMINATION VALUE/OPTION PRICE AND INSURANCE PROCEEDS AND SALVAGE PROCEEDS RECEIVED BY LESSOR.** Alternatively, upon prior approval by Lessor, Lessee may meet this requirement by furnishing Lessor with satisfactory proof of self-insurance and of Lessee's ability to meet its obligations hereunder.

13.3 Lessee shall deliver to Lessor certificates or other evidence satisfactory to Lessor that insurance is maintained as required under Section 13.1 and 13.2 until Lessee is no longer liable for loss or damage to the Equipment as provided in Section 12 hereof. Such insurance shall be effective from the date of the Lease and shall include a clause obligating the insurer to give Lessor not less than fifteen (15) days prior written notice of any material change in or cancellation of the insurance. If Lessee fails to deliver evidence of physical damage insurance or to maintain such insurance in force until Lessee is no longer liable for loss or damage to the Equipment under Section 12, it is understood that the Lessor may, but shall not be obligated to purchase such insurance. Lessee agrees to pay the cost thereof at such time as Lessor demands or to have the cost thereof added to the Lease Payments due hereunder, at the sole discretion of Lessor.