

\$6,167,580.30
NASSAU COUNTY, FLORIDA
OPTIONAL GAS TAX REVENUE BONDS,
SERIES 2000

BOND PURCHASE AGREEMENT

August 30, 2000

Honorable Chairman and
Members of the Board
of County Commissioners
Nassau County, Florida

Ladies and Gentlemen:

SunTrust Equitable Securities Corporation (the "Representative") acting on behalf of itself and A.G. Edwards & Sons, Inc. (the "Underwriters") hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with Nassau County, Florida (the "County"), which, upon the County's acceptance of this offer, will be binding upon the County and upon the Underwriters. This offer is made subject to acceptance by the County of this Purchase Agreement no later than 10:00 P.M., New York time on the date hereof. The financial disclosure letter required to be provided to the County pursuant to Section 218.385, Florida Statutes, is annexed hereto as Exhibit A.

The terms "Closing" or "Date of Closing" refer to that date, further described in Paragraph 7 herein, upon which the County will deliver, or cause to be delivered, all, but not less than all, of the County's \$6,167,580.30 Optional Gas Tax Revenue Bonds, Series 2000 (the "2000 Bonds") to the Underwriters along with the other documents herein mentioned. The Preliminary Official Statement relating to the 2000 Bonds, dated August 22, 2000 including the cover page, appendices and any amendments or supplements thereto (the "Preliminary Official Statement") as amended to delete preliminary language and reflect the final terms of the 2000 Bonds, with such additional changes and amendments as shall be approved by the Representative and the County, is hereinafter referred to as the "Official Statement." All capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Official Statement and the appendices thereto.

1. Upon the terms and conditions and in reliance upon the representations, covenants and warranties set forth herein, the Underwriters hereby agree to purchase from the County, and the County hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the 2000 Bonds. The 2000 Bonds shall be dated September 1, 2000, and shall have the

maturities and bear interest at the rates, and be sold to the public at the prices, all as set forth on Exhibit B attached hereto. The 2000 Bonds shall not be subject to redemption prior to maturity. The aggregate purchase price to be paid by the Underwriters for the 2000 Bonds is hereby agreed to be \$6,125,455.04 (consisting of \$6,167,580.30 original principal amount of 2000 Bonds, less \$42,125.26 underwriters discount.)

2. The 2000 Bonds shall be substantially in the form described in, and shall be issued and secured under Resolution No. 88-28, adopted on January 12, 1988, as amended and supplemented, particularly as amended and supplemented by Resolution No. 2000-125, adopted on August 14, 2000 (collectively, the "Resolution"). The principal of and interest on the 2000 Bonds shall be payable as provided in the Resolution and the Official Statement and shall be secured by a pledge of the "Pledged Funds," as defined in the Official Statement and the Resolution (including, without limitation, the local option fuel tax imposed pursuant to Ordinance No. 86-8, enacted by the County on February 14, 1986, as supplemented and amended, and imposed pursuant to Ordinance No. 87-29, enacted by the County on March 17, 1987, as supplemented and amended (collectively, the "Ordinance")), on a parity with the County's outstanding Optional Gas Tax Revenue Refunding Bonds, Series 1992 (the "1992 Bonds"). Payment by the County, when scheduled, of principal and interest on the 2000 Bonds will be insured by a municipal bond insurance policy (the "Policy") to be issued by Ambac Assurance Corporation (the "Bond Insurer"). Proceeds of the 2000 Bonds will be used, together with other available funds of the County, to (i) finance the acquisition and construction of certain transportation capital improvements, and (ii) pay certain costs of issuance of the 2000 Bonds, including the cost of the Policy and the cost of a surety bond (the "Surety Bond") to be issued by the Bond Insurer for deposit to the Reserve Account.

3. It shall be a condition to the County's obligation to sell and to deliver the 2000 Bonds to the Underwriters and to the obligation of the Underwriters to purchase, to accept delivery of and to pay for the 2000 Bonds, that the entire \$6,167,580.30 aggregate principal amount of the 2000 Bonds shall be sold and delivered by the County and accepted and paid for by the Underwriters at the Closing. The Underwriters agree to make a bona fide public offering of the 2000 Bonds, solely pursuant to the Official Statement, at the initial offering prices set forth in the Official Statement, reserving, however, the right to change such initial offering prices as the Underwriters shall deem necessary in connection with the marketing of the 2000 Bonds and to offer and sell the 2000 Bonds to certain dealers (including dealers depositing the 2000 Bonds into investment trusts) at concessions to be determined by the Underwriters. The Underwriters also reserve the right to over-allot or effect transactions that stabilize or maintain the market prices of the 2000 Bonds at levels above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time. The obligation of the County to sell and deliver the 2000 Bonds to the Underwriters shall also be

conditioned upon issuance by Nabors, Giblin & Nickerson, P.A. ("Bond Counsel"), of its approving legal opinion with respect to the 2000 Bonds substantially in the form attached to the Official Statement as Appendix D.

4. The County hereby acknowledges receipt from the Representative of a corporate check of the Representative in the aggregate amount of \$60,000 ("Good Faith Check"), which Good Faith Check shall not be cashed by the County except under the circumstances set forth in this Paragraph 4. If the County does not accept this offer, or upon the County's failure (other than for a reason permitted under this Purchase Agreement) to deliver the 2000 Bonds at Closing, or if the County shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Agreement, or otherwise, at Closing, the County shall immediately return the uncashed Good Faith Check to the Representative. If the Underwriters fail (other than for a reason permitted under this Purchase Agreement) to accept and pay for the 2000 Bonds at Closing, the Good Faith Check may be cashed by the County and the proceeds thereof retained by the County as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriters, and thereupon, all claims and rights of the County hereunder against the Underwriters shall be fully released and discharged.

5. Prior to the date hereof, the County has provided to the Underwriters for their review the Preliminary Official Statement dated August 22, 2000 that the County deemed final (as defined in Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule")) as of its date (the "Nearly Final Official Statement"), except for certain permitted omissions (the "Permitted Omissions"), as contemplated by the Rule in connection with the pricing of the 2000 Bonds. The Underwriters have reviewed the Nearly Final Official Statement prior to the execution of this Purchase Agreement. The County hereby confirms that the Nearly Final Official Statement was "final" (as defined in the Rule) as of its date, except for the Permitted Omissions. The County shall deliver or cause to be delivered to the Representative, promptly after the acceptance by the County of this Purchase Agreement, a copy of the Official Statement related to the 2000 Bonds, dated August 30, 2000, duly executed by the County substantially in the form of the Preliminary Official Statement related to the 2000 Bonds, dated August 22, 2000, together with all supplements and amendments thereto, with only such changes therein as shall have been mutually accepted by the Representative and the County. Within seven business days of the acceptance hereof by the County, and at least three business days before the 2000 Bonds are to be delivered to the Underwriters, or within such other period as may be prescribed by the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer, the County shall cause to be delivered such reasonable number of conformed copies of the Official Statement as the Underwriters shall request, which shall be sufficient in number to comply with paragraph (b)(4) of Rule 15c2-12 of the

Securities and Exchange Commission (17 CFR § 240.15c2-12) under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the MSRB.

The Underwriters agree to file the Official Statement with at least one Nationally Recognized Municipal Securities Information Repository ("NRMSIR") which has been so designated by the Securities and Exchange Commission pursuant to Rule 15c2-12 and with the MSRB (accompanied by a completed Form G-36) not later than two (2) business days after the Closing, and will furnish a list of the names and addresses of each such NRMSIR receiving a copy to the County upon request. The filing of the Official Statement with each such NRMSIR shall be in accordance with the terms and conditions applicable to such NRMSIR.

The County authorizes, or ratifies as the case may be, the use and distribution of the Nearly Final Official Statement and the Official Statement in connection with the public offering and sale of the 2000 Bonds. The Underwriters agree that they will not confirm the sale of any 2000 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement. The Representative shall notify the County of the occurrence of the "end of the underwriting period," as such term is defined in the Rule, on the date which is one day thereafter, and of the passage of the date after which the Underwriters no longer remain obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule on the date which is one day thereafter.

From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from a NRMSIR (but in no case less than 25 days following the end of the underwriting period), if any event occurs which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the County shall notify the Underwriters and if, in the reasonable opinion of the County or the reasonable opinion of the Underwriters, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the County, at its expense, promptly will prepare an appropriate amendment or supplement thereto (and file, or cause to be filed, the same with each NRMSIR having the Official Statement on file, file with the MSRB if the MSRB is requiring or permitting the filing of continuing disclosure information, and mail such amendment or supplement to each record owner of 2000 Bonds) so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriters. The County will promptly notify the Underwriters of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized

for use with respect to the 2000 Bonds are hereinafter included within the term "Official Statement."

6. The County hereby represents and warrants to, and covenants and agrees with the Underwriters that:

(A) The County is a validly existing political subdivision of the State of Florida (the "State") and has, and at the time of the Closing will have, full legal right, power and authority (i) to execute and deliver this Purchase Agreement, a Guaranty Agreement with Ambac Assurance Corporation (the "Guaranty Agreement") and the Continuing Disclosure Certificate in the form attached to the Preliminary Official Statement as Appendix F (the "Continuing Disclosure Certificate"), (ii) to adopt the Resolution, (iii) to enact the Ordinance imposing local option fuel taxes pursuant to Section 336.025, Florida Statutes (the "Local Option Gas Tax"), (iv) to sell, execute, issue and deliver the 2000 Bonds to the Underwriters pursuant to the Constitution and laws of the State, particularly Chapter 125, Florida Statutes, Chapter 206, Florida Statutes and Section 336.025, Florida Statutes (the "Act") and the Resolution, (v) to pledge the Pledged Funds, and (vi) to apply the proceeds of the 2000 Bonds in accordance with the Resolution and as contemplated by the Official Statement.

(B) The County (i) deemed the Preliminary Official Statement final for purposes of the Rule on or prior to the date thereof, (ii) has duly authorized and approved the Official Statement, (iii) has duly authorized and approved the execution and delivery of, and performance by the County of its obligations under the 2000 Bonds, this Purchase Agreement, the Guaranty Agreement and the Continuing Disclosure Certificate, (iv) has duly authorized and approved the performance by the County of its obligations under the Resolution and the consummation by it of all other transactions contemplated by the Official Statement and (v) duly authorized and enacted the Ordinance and duly authorized and adopted the Resolution.

(C) At or prior to the Closing, the 2000 Bonds will have been duly executed and delivered by the County, and each of them and the Ordinance, this Purchase Agreement, the Guaranty Agreement and the Continuing Disclosure Certificate will constitute legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by bankruptcy or other laws affecting creditors' rights generally and except that equitable remedies lie in the discretion of the court and may not be available.

(D) The Resolution creates a valid pledge of, and lien and charge upon, the Pledged Funds to the extent set forth in the Resolution, on a parity with the lien of the outstanding 1992 Bonds. No other obligations of the County currently have a lien on the Pledged Funds.

(E) As of the date hereof, the County is not, and as of the Date of Closing will not be, in breach of or in default under any constitutional provisions, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the County is subject or by which it is bound, which in any material way, directly or indirectly, affects the issuance of the 2000 Bonds or the validity thereof, the validity or enactment of the Ordinance, the validity or adoption of the Resolution, or the execution and delivery of the 2000 Bonds, this Purchase Agreement, the Continuing Disclosure Certificate, the Guaranty Agreement, the Official Statement or the other instruments contemplated by the issuance of the 2000 Bonds to which the County is or will be a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof.

(F) The Nearly Final Official Statement (including the financial and statistical data included therein and the Appendices thereto) as of its date did not and the Official Statement (including the financial and statistical data included therein and the Appendices thereto) does not, and at Closing will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial and statistical data relating to the County and the financial statements of the County contained in the Official Statement fairly present, and at the Closing will fairly present, the financial condition of the County at the dates and for the periods therein specified in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements of the County.

(G) Between the date of this Purchase Agreement and the Closing (i) the County will not, without the prior written consent of the Underwriters, issue any bonds, notes or other obligations for borrowed money, (ii) the County will not incur any material liabilities, direct or contingent, other than those in the ordinary course of business, and (iii) there will not have been any adverse change of a material nature in the financial position of the County.

(H) The 2000 Bonds, the Ordinance, the Resolution, the Guaranty Agreement and the Continuing Disclosure Certificate conform to the descriptions thereof contained in the Official Statement, and the 2000 Bonds, when delivered in accordance with the Resolution and paid for by the Underwriters at the Closing as provided herein, will be validly issued and outstanding special obligations of the County entitled to all the benefits and security of the Resolution.

(I) No controversy or litigation of any nature is now pending or, to the best of the County's knowledge, threatened in any court or before any governmental agency:

(i) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the 2000 Bonds or the execution, delivery and performance of this Purchase Agreement, the Guaranty Agreement or the Continuing Disclosure Certificate; or

(ii) in any way contesting or affecting (a) the validity or enforceability of the 2000 Bonds, or (b) any proceedings of or on behalf of the County taken with respect to the issuance and sale of the 2000 Bonds, or (c) the enactment of the Ordinance, or (d) the adoption of the Resolution, or (e) the levy and collection of the Local Option Gas Tax, or (f) the execution, delivery and performance of the Continuing Disclosure Certificate or the Guaranty Agreement, or (g) the pledge of the Pledged Funds effected by the Resolution, or (h) the existence or powers of the County, or (h) the title to office of the members of the Board of County Commissioners; or

(iii) in any manner questioning (a) the proceedings or authority for the issuance of the 2000 Bonds, or (b) any provisions made or authorized for the payment of the 2000 Bonds, or (c) the existence or operations of the County, or (d) the power of the County to issue the 2000 Bonds, enact the Ordinance, adopt the Resolution, execute and deliver the Continuing Disclosure Certificate, this Purchase Agreement or the Guaranty Agreement, collect and receive the Local Option Gas Tax, or undertake any other transactions contemplated by the Official Statement; or

(iv) which would have a material adverse effect upon the operations of the County relating to the 2000 Bonds or upon the contemplated use of the proceeds thereof.

(J) None of the County's proceedings or authority for the issuance, sale, execution and delivery of the 2000 Bonds or the execution and delivery of this Purchase Agreement, the Continuing Disclosure Certificate or the Guaranty Agreement, the enactment of the Ordinance, or the adoption of the Resolution, as described in the Official Statement, has been repealed, modified, amended, revoked or rescinded.

(K) The County will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters, as the Underwriters may reasonably request, to qualify the 2000 Bonds for offer and sale under the Blue Sky or securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, provided that, in connection therewith, the County shall not be required to file a general consent to service of process or qualify to do business

in any jurisdiction or become subject to service of process in any jurisdiction in which the County is not now subject to such service.

(L) The County will apply the proceeds of the 2000 Bonds and other available funds of the County in accordance with the Resolution and as contemplated by the Official Statement.

(M) All approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect:

(i) the issuance and sale to the Underwriters of the 2000 Bonds; or

(ii) the execution and delivery by the County of, or the performance by it of its obligations under the 2000 Bonds, the Ordinance, the Resolution, the Continuing Disclosure Certificate, the Guaranty Agreement and this Purchase Agreement; or

(iii) the collection by the County of the Local Option Gas Tax or the disbursement by the State of Florida to the County of the Local Option Gas Tax revenues;

have been obtained and are in full force and effect, except that the County is not responsible for such approvals, consents, orders or other action as may be required under the securities laws of any state in connection with the offering and sale of the 2000 Bonds.

(N) The County has not, since December 31, 1975 been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest, and, other than the Resolution, the County has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Pledged Funds, other than as described in the Official Statement.

(O) Any certificate signed by the Chairman or Vice Chairman of the Board of County Commissioners (the "Board") or other authorized official of the County shall be deemed a representation, warranty and covenant by the County to the Underwriters as to the statements made therein.

(P) All proceedings of the Board relating to the enactment of the Ordinance, the adoption of the Resolution, the approval and authorization of the issuance and sale of the 2000 Bonds and the execution of

this Purchase Agreement and the Official Statement were conducted at duly convened public meetings of the Board with respect to which all notices were duly given to the public and at which meetings quorums were at all times present.

(Q) The County is eligible to receive the Pledged Funds in the manner described in the Official Statement.

(R) Within seven business days of the acceptance hereof, the County will furnish the Underwriters with as many printed copies of the Official Statement as the Underwriters shall reasonably request, in order to satisfy the requirements of the Rule.

(S) Other than as disclosed in the Official Statement and the Nearly Final Official Statement, the County has never failed to comply with an agreement to provide continuing disclosure information pursuant to the Rule.

7. By 1:00 P.M., New York time, on September 12, 2000, or such later date as the County and the Underwriters may mutually agree (the "Date of Closing"), the County will deliver the duly authorized and executed 2000 Bonds in definitive registered bond form, duly executed and authenticated, to or at the direction of the Underwriters, together with the other documents hereinafter mentioned, and subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the purchase price of the 2000 Bonds (plus accrued interest as set forth in Paragraph 1 hereof) by federal or other immediately available funds, to the order of the County. Delivery and payment as aforesaid shall be made at the offices of Livermore, Freeman & McWilliams, P.A. in Jacksonville, Florida, or other such place as shall have been mutually agreed upon by the County and Underwriters. The 2000 Bonds shall be printed, lithographed or typed and shall be prepared in such authorized forms and in such authorized denominations and registered in such names as the Underwriters shall specify in writing at least three business days prior to the Date of Closing. The 2000 Bonds shall be available for examination and packaging by the Underwriters at least one business day prior to the Date of Closing. The County shall cause CUSIP identification numbers to be printed on the 2000 Bonds, but neither failure to print such numbers or any error in such numbers shall constitute cause for the Underwriters to fail to accept delivery and pay for the 2000 Bonds. If the County is unable to deliver the 2000 Bonds in definitive form on the Date of Closing, the Underwriters will accept delivery of 2000 Bonds in temporary form at Closing (the "Temporary Bonds"). The County shall, without unreasonable delay, deliver the 2000 Bonds in definitive form in exchange for the Temporary Bonds. The County shall reimburse the Underwriters for the net cost of carrying any such Temporary Bonds. Such costs of carrying shall be at the daily broker loan rate as shown in the Wall Street Journal.

8. The Underwriters have entered into this Purchase Agreement in reliance upon the representations, warranties and covenants of the County contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the County of its obligations thereunder, both as of the date hereof and as of the Date of Closing. Accordingly, the Underwriters' obligation under this Purchase Agreement to purchase, to accept delivery of and to pay for the 2000 Bonds shall be subject, at the option of the Underwriters, to the accuracy in all material respects of the representations, warranties and covenants on the part of the County contained herein as of the date hereof and as of the Date of Closing, to the accuracy in all material respects of the statements of the officers and other officials of the County made in any certificates or other documents furnished pursuant to the provisions hereof and to the performance by the County of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(A) At the time of Closing, the Ordinance shall have been duly enacted, the Resolution shall have been duly adopted and this Purchase Agreement and the Continuing Disclosure Certificate shall have been executed and delivered, and the Ordinance, the Resolution, this Purchase Agreement, the Continuing Disclosure Certificate and the Guaranty Agreement shall be in full force and effect, and shall not have been repealed, amended, modified or supplemented, except as may have been agreed to in writing by the Underwriters, and there shall have been taken in connection therewith, with the issuance of the 2000 Bonds and with the transactions contemplated thereby and by this Purchase Agreement and the Official Statement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

(B) At the time of Closing, the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriters.

(C) At the time of Closing, the representations and warranties of the County contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the Date of Closing, as if made on the Date of Closing.

(D) At the time of the Closing, all official action of the County relating to the Ordinance and the Resolution shall be in full force and effect and shall not have been revoked, amended, modified or supplemented.

(E) At the time of the Closing, all conditions precedent to the issuance of the 2000 Bonds as set forth in the Resolution shall have been fulfilled.

(F) The market price or marketability of the 2000 Bonds, at the initial offering prices set forth in the Official Statement, shall not have

been materially adversely affected, in the sole reasonable judgment of the Underwriters, by reason of any of the following events between the date hereof and the Date of Closing:

(i) Any legislation, rule or regulation is introduced in, enacted by, or favorably recommended for passage to either House of the Congress of the United States or any department or agency in the State, or any legislation, rule or regulation shall have been recommended, officially presented for passage, proposed to either House of the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, a responsible official of the Treasury Department of the United States or of the Internal Revenue Service, or by any committee of such House to which such legislation has been referred for consideration, or a decision is rendered by a court of the United States, including the tax courts of the United States or courts of the State, with the purpose or effect, directly or indirectly, of changing the federal or state income tax consequences of ownership of the 2000 Bonds or any of the transactions contemplated in connection herewith; or other action or events shall have transpired that would, in the judgment of the Underwriters, have the purpose or effect directly or indirectly, of changing the federal or state tax consequences of any of the transactions contemplated in connection therewith or the validity of the 2000 Bonds or which otherwise materially adversely affects the market for the 2000 Bonds or the sale thereof at the contemplated offering prices, by the Underwriters;

(ii) The declaration or existence of war or engagement in major hostilities by the United States or the occurrence of any other national emergency or national or international calamity relating to the effective operation of the government of, or the financial community in, the United States or any conflict involving the armed forces of the United States shall have escalated to such a magnitude as to materially adversely affect the Underwriters' ability to market the 2000 Bonds;

(iii) The declaration of a general banking moratorium by federal, New York or Florida authorities;

(iv) General suspension of trading on the New York Stock Exchange or other national securities exchange, or the imposition by such exchange or any governmental authority, of any material restrictions not now in force with respect to the 2000 Bonds or obligations of the general character of the 2000 Bonds or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or to the net capital requirements of, the Underwriters;

(v) The withdrawal or downgrading of any rating on the 2000 Bonds, or of any other securities insured by the Bond Insurer by a national rating agency;

(vi) Any amendment to the federal or Florida Constitution or action by any federal or Florida court, legislative body, regulatory body, or other authority materially adversely affecting the validity or enforceability of this Purchase Agreement, the Continuing Disclosure Certificate, the Guaranty Agreement, the 2000 Bonds, the Ordinance, the Resolution or the accuracy of the Official Statement or the ability of the County to meet its covenants under the Resolution;

(vii) The occurrence of a financial crisis or a default with respect to the debt obligations of the County or the institution of proceedings under the federal or state bankruptcy laws by or against the County;

(viii) The issuance of a stop order, release, regulation or no action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter (which is beyond the control of the Underwriters to prevent or avoid) to the effect that the issuance, offering or sale of the 2000 Bonds, or any document relating to the issuance, offering or sale of the 2000 Bonds, is or would be in violation of any provision of state or federal securities laws at the Closing, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939;

(ix) Any event occurring, or information becoming known which, in the reasonable judgment of the Underwriters, makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement omits to state a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(x) The enactment or proposal of legislation, or a decision by a court of the United States, or a ruling or regulation by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter, to the effect of requiring the 2000 Bonds or any securities of the type contemplated herein, to be subject to registration requirements of the Securities Act of 1933 or that the Resolution is not exempt from qualification under, or other requirements of, the Trust Indenture Act of 1939, as amended; and

(xi) The Bond Insurer shall inform the County or the Underwriters that it will not insure the payment of the accreted value at maturity, or perform its obligations under the Surety Bond as described in the Official Statement.

(G) At or prior to the Closing, the Underwriters shall have received the following documents, dated as of the Date of Closing, unless

otherwise specified, and in each case, satisfactory in form and substance to the Underwriters:

(i) The Official Statement of the County executed on behalf of the County by at least the Chairman and Clerk of the Circuit Court of the County and Ex-Officio Clerk of the Board (the "Clerk");

(ii) Copies of the Ordinance and the Resolution certified by the Clerk as having been duly adopted by the Board and as being in effect on the date of the Closing and as not having been amended since their respective dates of adoption or enactment, as the case may be, except as otherwise provided herein;

(iii) The approving opinion of Bond Counsel addressing the legality and tax exemption of the 2000 Bonds dated as of the Date of Closing and addressed to the County in the form as set forth in Appendix D to the Official Statement, together with a letter of Bond Counsel dated as of the Date of Closing, and addressed to the Underwriters, to the effect that the foregoing opinion addressed to the County may be relied upon by the Underwriters to the same extent as if such opinion were addressed to them;

(iv) The supplemental opinion of Bond Counsel to the County, dated the Date of Closing and addressed to the Underwriters in the form of Exhibit C attached hereto;

(v) The opinion, dated as of the Date of Closing and addressed to the Underwriters, of the County Attorney, in the form of Exhibit D attached hereto;

(vi) The opinion, dated as of the Date of Closing and addressed to the Underwriters, of Livermore, Freeman & McWilliams, P.A. as disclosure counsel, in the form of Exhibit E hereto;

(vii) A certificate or certificates, dated the Date of Closing and signed by the Chairman or Vice Chairman of the Board and the Clerk or a Deputy Clerk, to the effect that:

(a) The representations and warranties of the County contained herein are true and correct in all material respects on and as of the Date of Closing as if made on the Date of Closing;

(b) None of the proceedings or authority for the issuance, sale, execution and delivery of the 2000 Bonds, and execution, delivery and performance of this Purchase Agreement and the Continuing Disclosure Certificate, enactment of the Ordinance or adoption of the Resolution has been repealed, modified, amended, revoked or rescinded;

(c) This Purchase Agreement, the Continuing Disclosure Certificate, the Surety Agreement, the Ordinance and the Resolution are all valid and binding obligations of the County, legally enforceable against the County in accordance with their respective terms;

(d) No event affecting the County has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect; and

(e) The County is not in breach of any of the covenants and obligations in the Resolution, and, as of the date of such certificate, all payments required to be made into the funds and accounts provided therein have been made to the full extent required.

(viii) A certificate (herein sometimes referred to as the "Arbitrage Certificate") of the County executed by the Chairman or Vice Chairman, or other authorized County official dated as of the Date of Closing, setting forth facts, estimates and circumstances concerning the use or application of the proceeds of the 2000 Bonds, and stating in effect that on the basis of such facts, estimates and circumstances in existence on the Date of Closing, it is not expected that the proceeds of the 2000 Bonds will be used in a manner that would cause such 2000 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Code").

(ix) Letters from Standard & Poor's Corporation, Moody's Investors Service, Inc. and Fitch, Inc. confirming that the 2000 Bonds have been rated "AAA," "Aaa" and "AAA" respectively, based on the issuance by the Bond Insurer of the Policy.

(x) A copy of the executed Policy of the Bond Insurer in standard form and substance, insuring the timely payment of the accreted value at maturity of the 2000 Bonds and a Surety Bond accompanied by an opinion of counsel to the Bond Insurer dated the Closing Date and addressed to the Underwriters and the County in a form reasonably acceptable to the Representative and a copy of an endorsement of the surety bond of Financial Guaranty Insurance Company related to the 1992 Bonds to clarify that such surety bond covers all bonds issued on a parity with the 1992 Bonds, and certificates or opinions of counsel for the Bond Insurer and Financial Guaranty Insurance Company regarding the accuracy of information about them in the Official Statement.

(xi) A letter from Farmand, Farmand & Farmand, P.A., independent certified public accountants for the County, dated the Date

of Closing, addressed to the Underwriters in form and substance satisfactory to the Underwriters, their counsel and Bond Counsel, consenting to the use of the audited financial statements of the County prepared by them and the references to such firm in the Official Statement.

(xii) A certificate of an authorized representative of First Union National Bank (the "Bank"), as Registrar and Paying Agent to the effect that:

(a) the Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State,

(b) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Resolution,

(c) the performance by the Bank of its functions under the Resolution will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Resolution, and

(d) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Resolution.

(xiii) A certificate of or letter from the State of Florida Department of Revenue indicating that the County is eligible for the distribution of moneys under Parts II and VI of Chapter 218, Florida Statutes and that such Department is distributing the Local Option Gas Tax to the County and showing the percentage distributed to the County.

(xiv) A certificate of the Clerk of the County to the effect that there has occurred no material adverse effect to the financial condition of the County since September 30, 1999, other than as described in the Preliminary Official Statement and the Official Statement.

(xv) Such additional legal opinions and certificates as may be required by the Bond Insurer in its commitment to insure the 2000 Bonds.

(xvi) Such additional legal opinions, certificates, agreements, proceedings, instruments and other documents as Bond Counsel or the Underwriters may reasonably request to evidence the truth and accuracy as of the date hereof, and as of the Date of Closing, of the County's representations contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the County at or prior to the Date of Closing of all agreements then to be performed and all conditions then to be satisfied by the County in connection with the transactions contemplated hereby, by the Resolution and the Official Statement.

If any of the conditions to the obligations of the Underwriters contained in this paragraph or elsewhere in this Purchase Agreement shall not have been satisfied, when and as required herein, all obligations of the Underwriters hereunder may be terminated by the Underwriters at, or at any time prior to, the Closing by written notice to the County, whereupon the County shall return the uncashed Good Faith Check or the amount thereof to the Underwriters.

9. After the date of this Purchase Agreement, the County will not adopt any amendment of, or supplement to, the Official Statement that shall be reasonably disapproved by counsel to the Underwriters. If at any time prior to Closing and within 90 days following the "underwriting period," as defined in the Rule, any event known to the County relating to or affecting the County, the Ordinance, the Resolution, the Continuing Disclosure Certificate, or the 2000 Bonds shall occur, which might affect the correctness or completeness of any statement of a material fact contained in the Official Statement, the County will promptly notify the Underwriters in writing of the circumstances and details of such event.

If, as a result of such event, it is necessary, in the opinion of the County Attorney, Bond Counsel, the Underwriters or counsel to the Underwriters, to amend or supplement the Official Statement in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and any such party shall have so advised the County, the County will, at its expense, forthwith prepare and furnish to the Underwriters a reasonable number of copies of an amendment of, or a supplement to, such Official Statement, in form and substance satisfactory to the Underwriters, which will so amend or supplement such Official Statement so that, as amended or supplemented, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. For the purposes of this paragraph, the County

will furnish such information with respect to itself as the Underwriters may from time to time reasonably request in writing.

10. (A) The Underwriters shall be under no obligation to pay, and the County shall pay, any expenses incident to the performance of the County's obligations hereunder, including, but not limited to: (i) the cost of the preparation, printing and delivery of this Purchase Agreement, the Continuing Disclosure Certificate, the Preliminary Official Statement and the Official Statement, (ii) the cost of the preparation, printing and delivery of the 2000 Bonds, (iii) the fees and disbursements of Bond Counsel, Disclosure Counsel and William R. Hough & Co., the Financial Advisor to the County, (iv) the fees of Farmand, Farmand & Farmand, P.A., independent certified public accountants to the County in connection with the issuance of the 2000 Bonds, (v) the fees and disbursements of any other experts or consultants retained by the County, (vi) the fees and disbursements of the Paying Agent and rating agency fees, and (vii) the fees and premium of the Bond Insurer for the Policy.

(B) The Underwriters shall pay (i) all advertising expenses in connection with the public offering of the 2000 Bonds, (ii) the fees and disbursements of Holland & Knight LLP, counsel to the Underwriters, and (iii) all other expenses incurred by them in connection with their public offering and distribution of the 2000 Bonds.

11. This paragraph 11 is included in satisfaction of the requirements of Section 218.385(2) and (3), Florida Statutes. The County is proposing to issue \$6,167,580.30 in original principal amount of 2000 Bonds for the purpose of paying the cost of certain road and bridge improvements and paying the costs of issuance of the 2000 Bonds. The 2000 Bonds are expected to be repaid over a period of 25.5 years. At a true interest cost rate of 5.590498% total compounded interest paid over the life of the debt or obligation will be \$8,952,419.70.

The 2000 Bonds will be payable from Pledged Funds in the manner provided in the Resolution. Authorizing the 2000 Bonds will result in up to \$945,000 of the County's Pledged Funds not being available to finance the other services of the County each year for the period from 2010 through 2025.

The above computations are submitted for purposes of information only.

12. Any notice or other communication to be given to the County under this Purchase Agreement may be given by delivering the same in writing to 191 Nassau Place, Yulee, Florida 32097, Attention: County Attorney, and any notice or other communication to be given to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to SunTrust Equitable Securities Corporation, 200 South Orange Avenue, Tower 10, Orlando, Florida 32801.

13. This Purchase Agreement is made solely for the benefit of the County and the Underwriters, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the County's representations and warranties shall be true as of the date hereof and the date of Closing and all of the covenants set forth or made pursuant to this Purchase Agreement shall remain operative and in full force and effect and shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of: (A) any investigations made by or on behalf of the Underwriters, and (B) delivery of and payment for the 2000 Bonds pursuant to this Purchase Agreement. Further, the agreements contained in Paragraphs 9 and 10 hereof shall survive any termination of this Purchase Agreement.

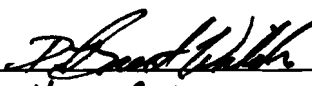
14. This Purchase Agreement may be executed in any number of counterparts each of which shall be regarded for all purposes as an original, and each of such signed counterparts shall constitute a single instrument.

15. This Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chairman or Vice Chairman of the Board and shall be valid and enforceable as of the time of such acceptance.

16. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Very truly yours,

SUNTRUST EQUITABLE
SECURITIES CORPORATION, as
Representative of the underwriters

By  _____
VICE PRESIDENT

Accepted by Nassau County,
Florida on the 30th day
of August, 2000.

NASSAU COUNTY, FLORIDA

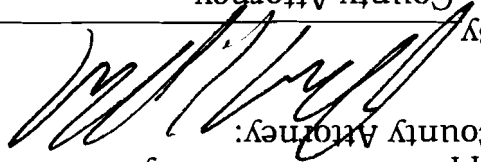
By  _____
Chairman or Vice Chairman of
the Board of County Commissioners

ATTEST:

LAKI #218033 vs

County Attorney

By



County Attorney:

Approved as to form by

Clerk of the Circuit Court

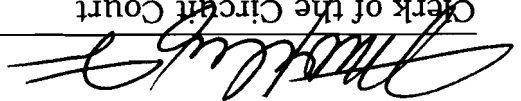


EXHIBIT A

DISCLOSURE LETTER

September 30, 2000

Chairman and Members of the
Board of County Commissioners
of Nassau County, Florida

Re: \$6,167,580.30 Nassau County, Florida Optional Gas Tax Revenue
Bonds, Series 2000 (the "2000 Bonds")

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and in reference to the issuance of the above-captioned bonds (the "2000 Bonds"), SunTrust Equitable Securities Corporation and A.G. Edwards & Sons, Inc. (the "Underwriters"), pursuant to the Bond Purchase Agreement ("Purchase Agreement") dated September 30, 2000, among the Underwriters and Nassau County, Florida (the "County"), hereby make the following disclosures to the County:

(a) The Underwriters are acting as underwriters to the County for the public offering and sale of the 2000 Bonds. The total fee to be paid to the Underwriters pursuant to the Purchase Agreement is equal to approximately \$5.63/\$1,000 of the total face amount of the 2000 Bonds.

(b) The expenses estimated to be incurred by the Underwriters in connection with the issuance of the 2000 Bonds are equal to approximately \$1.20/\$1,000.

(c) The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, an underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the County or the Underwriters, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the County and the Underwriters for the purpose of influencing any transaction in the purchase of the 2000 Bonds are:

None

(d) The amount of underwriting spread expected to be realized is approximately \$5.63/\$1,000 (exclusive of expenses) for the 2000 Bonds of which \$0.30/\$1,000 is equal to the management fee.

(e) Any other fee, bonus or other compensation estimated to be paid by the Underwriters in connection with the 2000 Bonds to any person not regularly employed or retained by the Underwriters is as follows:

NONE

(f) The names and addresses of the Underwriters are:

SunTrust Equitable Securities Corporation
200 South Orange Avenue, Tower 10
Orlando, Florida 32801

A.G. Edwards & Sons, Inc.
3637 4th Street North, Suite 280
St. Petersburg, Florida 33704-1355

Very truly yours,

SUNTRUST EQUITABLE SECURITIES
CORPORATION
A.G. EDWARDS & SONS, INC.

By: SunTrust Equitable Securities
Corporation

By _____
Title _____

ITEMIZATION OF ESTIMATED EXPENSES

Underwriters' Counsel Fees and Expenses	\$5,000.00
CUSIP Fees, DTC, Syndicate Services, TBMA	\$1,401.79
Travel / Miscellaneous	<u>\$1,000.00</u>
TOTAL	\$7,401.79

EXHIBIT B

Maturities, Principal Amounts, Interest Rates and Prices

<u>Maturity Date</u> <u>(March 1)</u>	<u>Principal</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Principal per \$5,000 at</u> <u>Maturity</u>
2010	592,014.15	5.000%	5.000%	100.00	3,132.35
2011	557,757.90	5.100%	5.100%	100.00	2,951.10
2012	524,465.55	5.200%	5.200%	100.00	2,774.95
2013	492,203.25	5.300%	5.300%	100.00	2,604.25
2014	461,037.15	5.400%	5.400%	100.00	2,439.35
2015	430,995.60	5.500%	5.500%	100.00	2,280.40
2016	405,178.20	5.550%	5.550%	100.00	2,143.80
2017	380,532.60	5.600%	5.600%	100.00	2,013.40
2018	357,030.45	5.650%	5.650%	100.00	1,889.05
2019	334,662.30	5.700%	5.700%	100.00	1,770.70
2020	315,176.40	5.720%	5.720%	100.00	1,667.60
2021	296,125.20	5.750%	5.750%	100.00	1,566.80
2022	278,642.70	5.770%	5.770%	100.00	1,474.30
2023	262,086.30	5.790%	5.790%	100.00	1,386.70
2024	246,975.75	5.800%	5.800%	100.00	1,306.75
2025	232,696.80	5.810%	5.810%	100.00	1,231.20
	\$6,167,580.30				

The 2000 Bonds are not subject to redemption prior to maturity.

EXHIBIT C

[Supplemental Opinion of Bond Counsel]

September 12, 2000

Board of County Commissioners of
Nassau County, Florida
Fernandina Beach, Florida

SunTrust Equitable Securities Corporation
A.G. Edwards & Sons, Inc.
c/o SunTrust Equitable Securities Corporation
Orlando, Florida

Ambac Assurance Corporation
New York, New York

Re: \$6,167,580.30 Nassau County, Florida Optional Gas Tax
Revenue Bonds, Series 2000

Gentlemen:

We have acted as Bond Counsel for Nassau County, Florida (the "County") in connection with the issuance of the County's \$6,167,580.30 Optional Gas Tax Revenue Bonds, Series 2000 (the "Series 2000 Bonds"), issued pursuant to a resolution of the County adopted on January 12, 1988, as amended and supplemented (the "Resolution"). In such capacity, we have examined the following: (i) the Resolution; (ii) the Official Statement dated August 30, 2000 related to the Series 2000 Bonds; (iii) the Bond Purchase Agreement, dated August 30, 2000, by and among the County, SunTrust Equitable Securities Corporation and A.G. Edwards & Sons, Inc. (the "Underwriters") (the "Purchase Contract") and (iv) such other records, documents, certificates, proceedings and questions of law as we have considered necessary to enable us to render this opinion. All capitalized terms not defined herein shall have the meaning set forth in the Resolution. Based upon such examination, we are of the opinion that:

(a) The Purchase Contract has been duly authorized, executed and delivered by the County and, assuming due authorization, execution and delivery by the other party thereto, constitutes a valid, legal and binding agreement of the county, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency,

moratorium or other similar laws affecting the enforcement of creditors' rights generally and by application of equitable principles.

(b) The Official Statement has been duly authorized, executed and delivered by the County and the County has consented to the use of the Official Statement by the Underwriter.

(c) The information in the Official Statement, including the cover information regarding "Tax Exemption" and under the headings "Introduction," "Purpose of the Series 2000 Bonds," "Description of the Series 2000 Bonds," "Security for the Series 2000 Bonds," "Covenants of County Regarding Gas Tax Revenues," "Application of Gas Tax Revenues Under the Resolution," "Tax Exemption," and "Appendix C – The Ordinance and the Bond Resolution" and "Appendix D – Form of Bond Counsel Opinion" (other than statistical or financial data as to which no opinion is expressed), insofar as such information purports to be the description or summaries of the Resolution, the Ordinance (as defined in the Purchase Contract), the Series 2000 Bonds, the Act and the Constitution and laws of the State of Florida, and Federal tax laws, are true and correct in all material respects.

(d) The Series 2000 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(e) All approvals, consents, authorization and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the County of its obligations under the Purchase Contract, the Ordinance, the Resolution and the Series 2000 Bonds have been obtained and are in full force and effect.

(f) The County is lawfully empowered to grant a pledge of and lien upon the Pledged Funds to pay debt service on the Series 2000 Bonds.

Very truly yours,

EXHIBIT D

[Opinion of County Attorney]

September 12, 2000

Board of County Commissioners
Nassau County, Florida
Fernandina Beach, Florida

SunTrust Equitable Securities Corporation
A.G. Edwards & Sons, Inc.
c/o SunTrust Equitable Securities Corporation
Orlando, Florida

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

Ambac Assurance Corporation
New York, New York

Re: \$6,167,580.30 Nassau County, Florida Optional Gas Tax
Revenue Bonds, Series 2000

Gentlemen:

This letter shall serve as the opinion of Counsel to Nassau County, Florida, (the "County") pursuant to Section 8(G)(v) of the Bond Purchase Agreement by and between the County and the Underwriter named above dated August 30, 2000 (the "Purchase Contract"). In connection with the issuance by the County of \$6,167,580.30 aggregate principal amount of its Optional Gas Tax Revenue Bonds, Series 2000 (the "Bonds"), I have participated in various proceedings in connection therewith. All terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Contract.

I am of the opinion that:

(a) The County is a political subdivision duly existing under the Constitution and laws of the State of Florida and has good right and lawful authority to adopt the Resolution, to enact the Ordinance, to issue the Bonds, to secure the Bonds in the manner provided in the Resolution and as described in the Official Statement (as hereinafter defined), to carry out its powers under

the Act, to execute and deliver the Purchase Contract, the Continuing Disclosure Certificate dated September __, 2000 (the "Continuing Disclosure Certificate"), the Guaranty Agreement dated September __, 2000 (the "Guaranty Agreement") with Ambac Assurance Corporation and the Official Statement dated August 30, 2000 in connection with the Bonds (the "Official Statement") and to perform all of its obligations under the Resolution, the Purchase Contract, the Guaranty Agreement and the Continuing Disclosure Certificate.

(b) The Ordinance has been duly enacted by the County, the Resolution has been duly adopted by the County and the Purchase Contract, the Continuing Disclosure Certificate, the Guaranty Agreement and the Bonds have been duly authorized, executed, and delivered by the County and each constitutes a valid, legal, and binding agreement of the County enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws affecting the enforcement of creditors' rights generally and by application of equitable principles.

(c) The County has approved and authorized the Official Statement and the execution and delivery of the Official Statement to the purchasers of the Bonds and has duly executed the Official Statement.

(d) The enactment of the Ordinance and the adoption of the Resolution and the execution and delivery of the Purchase Contract, the Continuing Disclosure Certificate, the Guaranty Agreement and the Bonds and compliance with the provisions of each do not and will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the County is a party or is otherwise subject.

(e) Except as otherwise disclosed in the official Statement, there is no litigation or proceeding, pending, or threatened, challenging the creation, organization or existence of the County, the imposition and collection of the local option fuel tax, or the validity of the Bonds or the Purchase Contract, the Continuing Disclosure Certificate or the Guaranty Agreement or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, or under which a determination adverse to the County would have a material adverse effect upon the financial condition or the revenues of the County, or which, in any manner, questions the right of the County to issue the Bonds or to use the Pledged Funds (as defined in the Resolution) for repaying of the Bonds.

(f) Without having undertaken to determine independently the accuracy and completeness of the statements contained in the Official

Statement, nothing has come to my attention that would lead me to believe that the Official Statement as of its date or as of this date contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except as to statistical or financial data or information as to the municipal bond insurer contained therein and Appendices B, E and G as to which no opinion is expressed).

(g) The County has obtained the consents, approvals, authorizations or other orders of all municipal, state or regulatory authorities required for the consummation of the transactions described in the Purchase Contract.

(h) The issuance and sale of the Bonds to the Underwriter will not be subject to any transfer, documentary stamp or other excise taxes of the State of Florida or any political subdivision thereof.

Sincerely yours,

EXHIBIT E

[Form of Opinion of Disclosure Counsel]

September 12, 2000

Chairman, Board of County Commissioners
of Nassau County, Florida

Re: \$6,167,580.30 Nassau County, Florida, Optional Gas Tax
Revenue Bonds, Series 2000 (the "Bonds")

Dear Sir:

This opinion is rendered to you in connection with the offering and sale of the above-captioned Bonds in our capacity as disclosure counsel to the County. In rendering this opinion we have reviewed the final Official Statement, dated August 30, 2000, with respect to the Bonds (the "Official Statement"). We have also examined originals or copies, certified or otherwise identified to our satisfaction, of Resolution No. 88-28, duly adopted by the Board of County Commissioners of the County on January 12, 1988, as amended and supplemented, and particularly as amended and supplemented by Resolution No. 00-125, duly adopted by the Board of County Commissioners of the County on August 14, 2000 (collectively, the "Resolution"), and such other ordinances, resolutions, documents, records and instruments as we have considered necessary or appropriate for the purpose of rendering this opinion. In addition, certain of our attorneys participated in telephone conferences and meetings with representatives of the County, the County's financial advisor and representatives of SunTrust Equitable Securities Corporation and A. G. Edwards & Sons, Inc., the underwriters of the Bonds (the "Underwriters"), concerning the contents of the Official Statement and related matters.

We have examined the Securities Act of 1933, as amended, and the rules, regulations and interpretations thereunder; the Securities Exchange Act of 1934, as amended, and the rules, regulations and interpretations thereunder, including, particularly, Rule 15c2-12 promulgated thereunder; the Trust Indenture Act of 1939, as amended, and the rules, regulations and interpretations thereunder, and the Florida Securities and Investor Protection Act.

Based upon our examination and discussions, we are of the opinion that, under existing law:

(a) The Bonds are not subject to the registration requirements of either the Securities Act of 1933, as amended, or the Florida Securities and Investor Protection Act; and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(b) The County has authorized the distribution of the Official Statement.

(c) Based upon our participation in the preparation of the Official Statement, and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to the attention of the attorneys assigned to and responsible for this matter, causing us to believe that the Official Statement, as of its date and the date hereof, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the financial and statistical data contained in the Official Statement and in the appendices thereto, as to which no view is expressed).

This opinion may be relied on by the Underwriters as if it had been addressed to them, but no other person or entity without our prior, express written consent.

Respectfully submitted,