

ROGERS, TOWERS, BAILEY, JONES & GAY
A PROFESSIONAL ASSOCIATION



CHARLES D. TOWERS, JR.
C. WILLIAM REINEY
ALLAN T. GEIGER
G. KENNETH NORRIE
DOUGLAS A. WARD
WILLIAM E. SCHEU
PAUL P. SANFORD
IRVIN M. WEINSTEIN
ROBERT T. HYDE, JR.
EDWARD L. KELLY
H. JOSEPH O'SHIELDS
DONALD C. WRIGHT
JOSEPH O. STROUD, JR.
MICHAEL A. WODRICH
CECILE EVANS RIDER
E. ALLEN HEBB, JR.
J. KIRBY CHRITTON
T.R. HAINLINE, JR.
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SUSAN C. McDONALD
BETSY C. COX
ANTHONY A. ANDERSON
MARCIA PARKER TJOFLAT
ANNE K. BUZBY
KURT H. DUNKLE
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MARK M. ARNOLD
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JOHN L. WHITEMAN
C. DAVIS ELY
REGINA ALBERINI YOUNG

WILLIAM A. O'LEARY
GREGORY F. LUNNY
JOHN R. IBACH
DAVID A. GARFINKEL
PETER L. DAME
CHERYL L. WORMAN
SANDRA J. MATHIS
EMILY G. PIERCE
JAMES W. MIDDLETON
JOHN A. SAPORA
ADRIAN RUST
CINDY L. BARTIN
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STEVEN DIEBENOW
ALEXANDER G. MOODY
RENÉ M. FIX
RICHARD S. VERMUT
LEIGH S. SCALES
CHARLES R. CURLEY, JR.
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LYNNE S. MATSON
KATHRYN KNEE
KAREN E. WENDZEL
STEVAN M. JONES
THOMAS J. FRASER, JR.
SUSAN S. BLOODWORTH
MARGARET B. WETHERBEE
CHARLES A. BEARD
LINDA H. DUPUIS
PETER A. SMITH

ATTORNEYS AT LAW
1301 RIVERPLACE BOULEVARD
SUITE 1500
JACKSONVILLE, FL 32207-9020

TELEPHONE (904) 398-3911
FAX (904) 396-0663

WRITER'S INTERNET ADDRESS:
iweinstein@rtlaw.com

WRITER'S DIRECT DIAL NUMBER:
(904) 346-5523

January 25, 2000

1/25/2000

TALLAHASSEE OFFICE
106 SOUTH MONROE STREET
P.O. BOX 1872
TALLAHASSEE, FLORIDA 32302-1872
(850) 222-7200
FAX (850) 222-7204

ST. AUGUSTINE OFFICE
170 MALAGA STREET, SUITE A
P.O. BOX 3504
ST. AUGUSTINE, FLORIDA 32085-3504
(904) 824-0879
FAX (904) 825-4070

SPECIAL COUNSEL:
JAMES M. McLEAN
FRED M. RINGEL
DAVID M. FOSTER
HOWARD I. KORMAN
ALFRED J. POMERANZ

PLEASE REPLY TO:
JACKSONVILLE

Michael S. Mullin, Esq.
County Attorney
Nassau County
191 Nassau Place
Yulee, FL 32097

RE: \$400,000 Master Lease Purchase Obligation

Dear Mike:

Enclosed for you are copies of the documents executed today relating to the captioned obligation. Thank you for your help.

Sincerely yours,

Irvin M. Weinstein

IMW/dep
Enclosures

MASTER LEASE-PURCHASE AGREEMENT

THIS MASTER LEASE-PURCHASE AGREEMENT, dated as of January 25, 2000 (together with all supplements, exhibits and schedules hereto hereinafter referred to as the "Lease"), between **SunTrust Bank** (hereinafter called, together with any successors and assigns, "Lessor") and the Sheriff of Nassau County, Florida (hereinafter called "Lessee").

WITNESSETH:

Section 1. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee hereby represents and warrants to Lessor that on the date hereof and at all times during the Term (as defined in Section 3 below) hereof:

- (a) Lessee is a political subdivision of the State of Florida (the "State"), duly organized and existing under the Constitution and laws of the State.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) Lessee has duly authorized and approved the execution and delivery of this Lease and all other documents related to the transactions contemplated hereby, and this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms hereof except as limited by applicable bankruptcy laws or other laws affecting the enforcement of creditors' rights generally.
- (d) The constitutional officer executing this Lease has been duly authorized to execute and deliver this Lease and related documents by appropriate official action.
- (e) Lessee has complied with all open meeting laws, all public bidding laws and all other State and federal laws applicable to this Lease and has obtained all approvals necessary for the execution, delivery and performance of this Lease and the transactions contemplated hereby.
- (f) Neither the execution and delivery hereof, nor the fulfillment of, or compliance with, the terms and conditions hereof, nor the consummation of the transaction contemplated hereby, will conflict with, constitute a breach of, or default under, the Constitution and laws of the State, or the rules of procedure of Lessee or any indenture, agreement or other instrument to which Lessee is a party or by which it is bound, or any constitutional or statutory provision, or order, rule regulation, decree or ordinance of any court, government or governmental body to which Lessee or any of its other properties are subject.
- (g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against Lessee, wherein an unfavorable ruling or filing would adversely affect the validity or enforceability of this Lease or any other instrument contemplated for use in consummating the transactions contemplated hereby, or the exclusion of the portion of the Rent Payments (as defined in Section 3 below) representing interest from gross income for purposes of federal income taxation, or would materially and adversely affect any of the transactions contemplated by this Lease.

- (h) The Equipment (as defined in Section 2 hereof) at all times will be used by Lessee for the purpose of performing a public function and the acquisition of the Equipment by Lessee shall be necessary, useful or appropriate to one or more governmental purposes of Lessee.

Section 2. LEASING.

- (a) Subject to the terms and conditions set forth below, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment described in the Description of Equipment delivered from time to time as described below, including all repairs, replacements, substitutions and modifications to the same (the "Equipment").
- (b) Lessor may from time to time, at the request of Lessee, provide funds to acquire Equipment from the manufacturer or supplier thereof ("Supplier") for lease hereunder. The obligation of Lessor to lease Equipment hereunder shall be subject to the representations and warranties of Lessee contained herein being true and accurate throughout the term hereof and further conditioned on receipt by Lessor of each of the following documents in form and substance satisfactory to Lessor:
 - (i) a Description of Equipment describing such Equipment executed by Lessor and Lessee (the "Description of Equipment");
 - (ii) an Amortization Schedule setting forth the Rent payable with respect to such Equipment (the "Amortization Schedule");
 - (iii) a Schedule of Terms setting forth additional terms applicable to the lease of such Equipment executed by Lessor and Lessee (the "Schedule of Terms");
 - (iv) copies of insurance policies or, at Lessor's option, such other evidence of insurance which complies with the requirements of Section 11;
 - (v) bills of sale, titles or other appropriate evidence of ownership or invoices for amounts due;
 - (vi) an opinion of counsel for Lessee;
 - (vii) a copy of Internal Revenue Service Form 8038, 8038-G or 8038-GC (as applicable) completed and executed by Lessee;
 - (viii) an Officers' Certificate of Lessee;
 - (ix) a duly adopted resolution or evidence of other appropriate approving action of Lessee approving the acquisition of such equipment;
 - (x) executed and completed Form 2003/2004, as applicable, of the Division of Bond Finance of the State of Florida;
 - (xi) a Certificate of Acceptance; and
 - (xii) such other documents as Lessor may reasonably request.

All references herein to the Description of Equipment, Amortization Schedule or the Schedule of Terms for Equipment is a reference to such schedule as was executed in connection with the lease of such item of Equipment.

- (c) Lessor hereby appoints Lessee its agent for purchase, inspection and acceptance of the Equipment from the manufacturer or supplier. Subject to the above-stated conditions, upon execution by Lessee of a Certificate of Acceptance in the form provided by Lessor, the Equipment described thereon shall be deemed to have been delivered to, and irrevocably accepted by, Lessee for lease hereunder.

Section 3. TERM, RENT AND PAYMENT.

- (a) The rent ("Rent") payable hereunder with respect to all Equipment set forth in a Description of Equipment shall commence on the date set forth in the corresponding Schedule of Terms (the "Commencement Date"). The term ("Term") of this Lease with respect to such Equipment shall commence on the Commencement Date and shall terminate upon the occurrence of the first of the following events:
 - 1. the exercise by Lessee of its option to purchase Lessor's interest in such Equipment pursuant to Section 18 hereof;
 - 2. the payment by Lessee of all Rent and other amounts required to be paid by Lessee hereunder with respect to such Equipment;
 - 3. upon the occurrence of an Event of Nonappropriation (as that term is defined in subparagraph (c) hereof) with respect to any Equipment, the last day of the Budgetary Period set forth in the Schedule of Terms for which an appropriation has been made, subject to Lessor's election to not terminate this Lease with respect to Equipment for which an appropriation has been made;
 - 4. an Event of Default by Lessee, and Lessor's election to terminate this Lease pursuant to Section 21 hereof; or
 - 5. payment of all monies owed pursuant to a Casualty Occurrence with respect to such Equipment under Section 10 hereof.
- (b) Rent shall be paid to Lessor at its address noted in the Schedule of Terms, except as otherwise directed by Lessor. Payments of Rent shall be in the amount, payable at such intervals and shall be due in accordance with the provisions of the Amortization Schedule and Schedule of Terms (each payment of Rent is hereinafter referred to as a "Rent Payment"). Lessor may change the location to which the Rent Payments are to be paid by noting such change on any invoice to Lessee or by sending Lessee notice in writing of such change. A portion of each Rent Payment is paid as, and represents, interest as reflected on the Amortization Schedule.

The obligation of Lessee to pay the amounts required herein shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness of Lessee. THE PAYMENTS DUE UNDER THIS LEASE ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY APPROPRIATED FUNDS ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREUNDER FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE FUNDS

LEGALLY APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF Lessee, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THIS LEASE. **This Lease and the indebtedness evidenced hereby shall not constitute a lien upon the Equipment, or any part thereof, or on any other property owned by or within the jurisdictional limits of Lessee.**

- (c) Lessee shall have the right to terminate its obligation to make Rent Payments with respect to any Equipment at the end of any Budgetary Period in the manner and subject to the terms of this subsection (c), if Lessee does not have appropriated in its budget money sufficient to pay the Rent Payments and reasonable estimated expenses hereunder coming due for the next Budgetary Period with respect to such Equipment (such termination hereinafter an "Event of Nonappropriation"). Upon the occurrence of an Event of Nonappropriation, Lessee shall not be responsible for the payment of any Rent Payments with respect to such Equipment coming due during any subsequent Budgetary Period. Upon the occurrence of an Event of Nonappropriation as provided in this subsection, this Lease shall terminate and Lessee covenants to surrender and deliver possession of the Equipment to Lessor in accordance with the provisions of Section 12 hereof. Provided, however, that Lessor may elect to continue to lease hereunder any Equipment for which an appropriation has been made.

Section 4. TAXES.

Lessee shall report and pay promptly from legally available revenues all taxes, fees and assessments due, imposed, assessed or levied against the Equipment (or the purchase, ownership, delivery, leasing, possession, use or operation thereof), this Lease (or any rentals or receipts hereunder), or Lessor or Lessee in connection with this Lease, by any foreign, federal, state or local government or taxing authority including, without limitation, all license and registration fees, and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines or interest thereon (all hereinafter called "Taxes"). Lessee shall reimburse Lessor upon receipt of written request for reimbursement for any Taxes charged to or assessed against Lessor, and on request of Lessor, submit to Lessor written evidence of Lessee's payment of Taxes. Lessee shall have no liability for taxes imposed by the United States of America or any State or political subdivision thereof which are on or measured by the net income of Lessor.

Section 5. FINANCIAL INFORMATION; REPORTS.

Lessee will provide Lessor with (i) audited financial statements (including, without limitation, a balance sheet, a statement of revenues, expenditures and change in fund balance) within 150 days after the end of each Budget Year, (ii) a copy of its annual budget within 45 days after approval by Nassau County, and (iii) such other financial information as requested in writing by Lessor. Lessee will also provide Lessor with the following in writing within the time periods specified: (a) notice of tax or other lien which attaches to Equipment within ten (10) days of Lessee's obtaining knowledge of such attachment and such additional information with respect to the tax or lien promptly upon request of Lessor; (b) notice to Lessor of any change in location of the Equipment outside of the jurisdictional limits of Lessee, ten (10) days prior to any such relocation; (c) copies of the insurance policies or other evidence of insurance required by the terms hereof, promptly upon request by Lessor; (d) copies of all information, logs, documents and records regarding or in respect to Equipment and its use, maintenance and/or condition, within ten (10) days of such request; (e) a certificate of the authorized officer of Lessee stating that he has reviewed the activities of Lessee and that, to the best of his knowledge, there exists no default (as described in Section 20 hereof) or event which with notice or lapse of time (or both) would become such a default; (f) copies of any manufacturer's warranties, promptly upon request; (g) evidence of Lessee's compliance with maintenance provisions of Section 8 hereof upon request of Lessor; (h) notice of

(b) Lessee shall maintain, inspect, service, repair, overhaul and test the Equipment in accordance with (i) all maintenance manuals initially furnished with the Equipment, including any subsequent amendments or supplements to such manuals issued by the manufacturer from time to time, and (ii) all recommended "Service Bulletins" issued, supplied, or available by or through the manufacturer and/or the manufacturer of any part with respect to the Equipment. Lessee shall maintain all records, logs and other materials required by the manufacturer thereof for enforcement of any warranties. All maintenance procedures required hereby shall be undertaken and completed in accordance with the manufacturer's recommended procedures, and by properly trained, licensed, and certificated maintenance sources and maintenance personnel, so as to keep the Equipment in as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear excepted.

(a) Lessee agrees that the Equipment will be maintained in compliance with any and all statutes, laws, ordinances, regulations and standards or directives issued by any governmental agency applicable to the maintenance thereof, and in a manner that does not modify or impair any existing warranties on the Equipment or any part thereof.

Section 8. MAINTENANCE.

(c) The possession, use and operation of the Equipment shall be at the sole risk and expense of Lessee. Lessee agrees that the Equipment will be used and operated in compliance with any and all statutes, laws, ordinances, regulations and standards or directives issued by any governmental agency applicable to the use or operation thereof, in compliance with any license or registration relating to the Equipment issued by any agency and in a manner that does not modify or impair any existing warranties on the Equipment or any part thereof. Lessee will operate the Equipment solely for governmental use.

(b) Lessee, at its own cost and expense, shall cause title of the Equipment to be placed in the name of Lessee by appropriate documentation.

(a) The Equipment shall be delivered directly from the Supplier to Lessee.

Section 7. DELIVERY, REGISTRATION, USE AND OPERATION.

(b) So long as Lessee is not in default under this Lease, Lessor covenants and agrees that it will not interfere with Lessee's quiet enjoyment of the Equipment subject to, and in accordance with, the provisions hereof.

(a) Legal title to the Equipment shall, for the convenience of both parties, be titled in Lessee. Lessee covenants to promptly return the Equipment to Lessor as provided in Section 12 upon the occurrence of an Event of Nonappropriation, or upon the occurrence of an Event of Default and Lessor's election to terminate this Lease pursuant to Section 21 hereof. Title to the Equipment shall vest absolutely with Lessee upon payment of all Rent due hereunder.

Section 6. TITLE AND QUIET ENJOYMENT.

any anticipated occurrence of an Event of Nonappropriation, if practical, thirty (30) days prior to such occurrence; (i) notice of an occurrence of an Event of Nonappropriation within five (5) days of such occurrence; (j) proof of appropriation for the ensuing Budgetary Period in a form acceptable to Lessor upon request; and (k) any other documents or reports required by any addenda hereto or reasonably requested by Lessor.

- (c) Lessee agrees to notify Lessor in writing thirty (30) days prior to making any material change in the configuration, appearance and coloring of the Equipment from that in effect at the time the Equipment is accepted by Lessee hereunder, and in the event of such change or modification of configuration, coloring or appearance, to restore, upon request of Lessor, the Equipment to the configuration, coloring or appearance in effect on the Commencement Date or, at Lessor's option, to pay to Lessor an amount equal to the reasonable cost of such restoration.
- (d) Lessee shall be entitled from time to time during the Term of this Lease to acquire and install on the Equipment at Lessee's expense, any additional accessory, devise or equipment as Lessee may desire (each such accessory, devise or equipment, an "Addition"), but only so long as such Addition does not alter or impair the originally intended function or use of the Equipment, and can be readily removed by Lessee prior to the return of the Equipment. Lessee shall repair all damage to the Equipment resulting from the installation or removal of any Addition so as to restore the Equipment to its condition prior to installation, ordinary wear and tear excepted.
- (e) Any alteration or modification (each an "Alteration") with respect to the Equipment that may at any time during the Term of this Lease be required to comply with any applicable law or any governmental rule or regulation shall be made at the expense of Lessee. Any repair made by Lessee of or upon the Equipment or replacement parts installed thereon in the course of repairing or maintaining the Equipment, or any Alteration required by law or any governmental rule or regulation, shall be deemed an accession and shall become a part of the Equipment.
- (f) Except as permitted under this Section 8, Lessee will not modify the Equipment or affix or remove any accessory to the Equipment leased hereunder without Lessor's consent.

Section 9. LIENS, SUBLEASE AND ASSIGNMENT.

- (a) Lessee shall not sell, transfer, assign or encumber the Equipment or Lessor's rights under this Lease and shall not sublet or part with possession of the Equipment or any part thereof. Lessee shall keep the Equipment and any part thereof free and clear of all liens and encumbrances other than those which result from (i) the respective rights of Lessor and Lessee as herein provided; (ii) liens arising from the acts of Lessor; (iii) liens for taxes not yet due; and (iv) inchoate materialmen's, mechanics', workmen's, repairmen's, employees' or other like liens arising in the ordinary course of business of Lessee for sums not yet delinquent or being contested in good faith (and for the payment of which adequate assurances in Lessor's judgment have been provided Lessor).
- (b) All of Lessor's right, title and/or interest in and to this Lease, the Rent Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until Lessor or assignor, as the case may be, shall have filed with Lessee a copy or written notice thereof identifying the assignee. All Rent Payments due hereunder shall be paid to Lessor at the address set forth herein or at the direction of Lessor or assignee designated in the most recent notice of assignment filed with Lessee, such other address as Lessor or assignee directs. Upon such assignment, Lessee shall provide notice thereof to all insurers and shall cause the insurance policies as required by Section 11 hereof to be modified to protect the assignees.
- (c) This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and permitted assigns.

Section 10. LOSS, DAMAGE AND STIPULATED LOSS VALUE.

Lessee hereby assumes and shall bear the entire risk of any loss, theft, confiscation, expropriation, requisition, damage to, or destruction of, the Equipment, or any part thereof from any cause whatsoever. Lessee shall promptly and fully notify Lessor in writing if Equipment shall be or become worn out, lost, stolen, confiscated, expropriated, requisitioned, destroyed, irreparably damaged or permanently rendered unfit for use from any cause whatsoever (such occurrences being hereinafter called "Casualty Occurrences"). In the event that, in the opinion of Lessor, a Casualty Occurrence has occurred which affects only a portion of an item of the Equipment, then Lessee, at its own cost and expense, shall replace such portion with a replacement part acceptable to Lessor. In the event that, in the opinion of Lessor, a Casualty Occurrence has occurred in respect to an item of Equipment in its entirety, on the Rent Payment date next succeeding a Casualty Occurrence (the "Payment Date"), Lessee shall pay Lessor the sum of (i) an amount equal to the portion of the Prepayment Price applicable to the affected Equipment for the time period of the Casualty Occurrence; and (ii) all Rent Payments and other amounts which are due or accrued hereunder as of the Payment Date. Upon payment of all sums due hereunder, the Term of this Lease as to the item of Equipment shall terminate, and Lessee shall be entitled to retain possession of such Equipment.

Section 11. INSURANCE.

Lessee agrees to keep the Equipment insured, at its own expense, with such companies and on such terms acceptable to Lessor, in the manner and amounts set forth in the Schedule of Terms and as provided herein. The insurance shall (i) name Lessor as additional insured and have a loss payable clause in favor of Lessor, as its interest may appear, irrespective of any breach of warranty or other act or omission of Lessee; (ii) not be subject to any co-insurance clause; and (iii) provide that it may not be altered or canceled by the insurer until after thirty (30) days written notice to Lessor. Any expense of Lessor in adjusting or collection insurance shall be borne by Lessee. Lessee shall not make adjustments with insurers except (a) with respect to claims from damage to an item of Equipment where the repair costs do not exceed ten percent (10%) of such unit's fair market value, or (b) with Lessor's written consent. Lessor may, at its option, apply proceeds of insurance, in whole or in part, to repair or replace the damaged or lost item of Equipment or any portion thereof, or to satisfy any obligation of Lessee to Lessor hereunder. In addition to property and liability insurance referenced above, if required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request shall furnish to Lessor certificates evidencing such coverage. Upon prior written consent of Lessor, Lessee may self-insure for some or all of the above-referenced public liability, property, and casualty damage risks.

If Lessee is covered under a program of self-insurance, Lessee shall provide Lessor with a letter from its insuring authority certifying to the existence of a continuing self-insurance program which meets the requirements of applicable law. In such event, Lessee shall provide a minimum of ten (10) days written notice to Lessor of any material change or cancellation of said self-insurance program. In the event that such self-insurance program is unavailable or terminated, Lessee agrees to procure and maintain with a carrier authorized to do business in Florida and acceptable to Lessor, which acceptance shall not be unreasonably withheld, all insurance required hereby, including fire, theft, and extended coverage insurance on the Equipment, insuring the full insurable value against risk of loss or damage and providing for a minimum of ten (10) days written notice of material change or cancellation to Lessor. Lessee shall provide Lessor with copies of certificates of the insurance carrier or carriers evidencing such insurance coverage.

Section 12. RETURN OF EQUIPMENT.

- (a) Upon termination of this Lease due to an Event of Nonappropriation, or due to an Event of Default and Lessor's election to terminate this Lease (subject to Lessor's election to continue this Lease with respect to Equipment for which no Event of Nonappropriation has occurred), Lessee covenants to promptly return all Equipment leased hereunder to Lessor together with all logs, manuals and data, including without limitation, inspection, modification and overhaul records required to be maintained with respect hereto under this Lease or under the manufacturer's recommended maintenance program. Upon return of the Equipment, Lessee shall, upon request, assign to Lessor its rights under any manufacturer's maintenance service contract or extended warranty for the returned Equipment or any or part thereof. All expenses for return of such Equipment and delivery of the aforementioned logs, manuals and data shall be borne by Lessee. The Equipment shall be returned in the condition in which the Equipment is required to be maintained pursuant to Section 8 hereof, but with all logos or other identifying marks of Lessee removed. At the request of Lessor, Lessee shall arrange at its expense the issuance of new certificates of title to the Equipment in the name of Lessor or its assigns.
- (b) Upon return of the Equipment, Lessor shall arrange for the inspection of same within thirty (30) days of return to determine if such Equipment has been maintained and returned in accordance with the provisions hereof. Lessee shall be responsible for the cost of such inspection and shall pay Lessor such amount as additional Rent within ten (10) days of demand for same. In the event that the results of such inspection indicate that such Equipment, or any part thereof, has not been maintained or returned in accordance with the provisions hereof, Lessee shall pay to Lessor within ten (10) days of demand, as liquidated damages, the estimated cost ("Estimated Cost") of servicing or repairing such Equipment, or part. The Estimated Cost shall be determined by Lessor by obtaining two quotes for such service or repair work and taking the average of same. Lessee shall bear the cost, if any, incurred by Lessor in obtaining such quotes.
- (c) In the event of return of Equipment to Lessor pursuant to (a) above, Lessor shall use its best efforts to sell all or part of the Equipment upon such terms as Lessor in its reasonable judgment deems prudent. Lessor shall apply the net proceeds of such sale in the following manner: (i) firstly, to reimburse Lessor for all costs associated with the removing, holding, repairing and selling of Equipment; (ii) secondly, to reimburse Lessor for Lessee's remaining obligations under the Lease including, but not limited to, the applicable Prepayment Price; and (iii) lastly, any amounts remaining thereafter shall be remitted to Lessee.
- (d) All of Lessor's rights contained in this Section shall survive the expiration or other termination of this Lease.

Section 13. INTEREST RATE SUBJECT TO ADJUSTMENT.

In setting the interest rate used in calculating the interest component of the Rent Payments set forth in the Amortization Schedule, Lessor has taken into consideration: (a) the current Maximum Corporate Income Tax Rate, as established in Section 11 of the Internal Revenue Code of 1986, as amended (the "Code"), (b) the treatment of this Lease as a "qualified tax-exempt obligation" under Section 265 of the Code, and (c) other factors which affect tax yield to Lessor. Should there be future changes in the Code or related regulations which affect the after-tax yield of Lessor, Lessor may adjust the interest rate in order to maintain the same after-tax yield as in effect on the date hereof.

As utilized in this Section, the term "Determination of Taxability" shall mean any determination, decision or decree by the Commissioner of Internal Revenue or any District Director of Internal Revenue, as such officers

The Equipment shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. If, notwithstanding the intention of the parties and the provisions of this Section 14, any person acquires or claims to have acquired any rights in the Equipment or any portion thereof by reason of such Equipment's being affixed to real property and such person seeks in any manner to interfere with the continued quiet enjoyment of the Equipment by Lessee as contemplated by this Lease, Lessee shall immediately notify Lessor in writing of such fact and shall seek

Section 14. PERSONAL PROPERTY.

by Lessor.

Taxable Event shall be deemed to have occurred and interest rate adjustments thereto shall be refunded a Taxable Event has not occurred and the time for any appeal of such order or judgment has expired, then no results in a final order or judgment of a court or administrative body of competent jurisdiction to the effect that ("Date of Taxability"). Provided, however, that if Lessee shall elect to contest such allegation and such contest Rate"), and such increased rate of interest shall be payable from and after the date of the Event of Taxability the interest rate necessary to maintain the same after-tax yield as in effect on the date hereof (the "Taxable If a Determination of Taxability should occur, the interest portion of the Rent Payments shall be increased to

have changed. of the earliest date on which it is alleged that interest became so includable or the after-tax yield to Lessor shall above or any other change in federal income tax law. A Taxable Event shall be deemed to have occurred as to change, including, without limitation, any change in the Maximum Corporate Income Tax Rate as described under Section 265 of the Code, and (iii) which causes the after-tax yield to Lessor of the obligation hereunder Lessee, (ii) which shall cause the obligation of Lessee hereunder not to be a "qualified tax-exempt obligation" in the gross income of Lessor as a consequence of any act, omission or event whatsoever, other than an act, component of the Rent paid or payable under this Lease to become includable for federal income tax purposes As utilized in this Section, the term "Taxable Event" shall mean that event (i) which shall cause the interest

in gross income due to the occurrence of a Taxable Event.

shall receive an opinion of counsel experienced in tax matters that the interest component is includable includable in the gross income of Lessor due to the occurrence of a Taxable Event; or (iii) when Lessee Commissioner or any such District Director of Internal Revenue that the interest component is assessed as includable in the gross income (as defined in Section 61 of the Code) of Lessor the interest on that date (i) when Lessee shall receive notice from Lessor that the Internal Revenue Service has

(c) on that date (i) when Lessee shall receive notice from Lessor that the Internal Revenue Service has

such District Director of Internal Revenue that, based upon (i) filings of Lessee, (ii) any review or audit of Lessee, or (iii) upon any ground whatsoever, a Taxable Event shall have occurred; or

(b) on that date when Lessee or Lessor shall be advised by said Commissioner of Internal Revenue or any

(a) on that date when Lessee files any statement, supplemental statement or other tax schedule, return or document which discloses that a Taxable Event shall have occurred;

Determination of Taxability shall be deemed to have occurred on the first to occur of the following: are identified by the Code, or any court of competent jurisdiction, or an opinion of counsel experienced in tax matters that the interest component payable under this Lease is includable in the gross income (as defined in Section 61 of the Code) of Lessor as a result of the occurrence of a Taxable Event (herein defined). A

diligently to remove the basis for any such interference. Unless the basis for such interference is waived or removed to the satisfaction of Lessor within thirty (30) days from the date it is asserted, Lessee, upon written request from Lessor, shall within ten (10) days after such request pay to Lessor an amount equal to the sum of (i) an amount equal to the Prepayment Price applicable to the time period of the interference; and (ii) all Rent Payments and other amounts which are due or accrued hereunder. Upon such payment the Lease of such Equipment shall terminate and all of Lessor's title to and rights in such Equipment shall become the property of Lessee.

Section 15. NET LEASE; NO SET-OFF; ETC.

This Lease is a net lease. Subject to the provisions of Section 3 subsection (c) hereof, Lessee's obligation to pay Rent and other amounts due hereunder shall be absolute and unconditional. Lessee shall not be entitled to any abatement or reduction of, or set-off against, said Rent or other amounts, including, without limitation, those arising or allegedly arising out of claims or disputes (present or future, alleged or actual, and including claims arising out of strict tort or negligence of Lessor) of Lessee against or with the manufacturer or vendor of the Equipment, any supplier of labor or materials in connection therewith, or any other person. Nor shall this Lease terminate or the obligations of Lessee be affected by reason of any defect in or damage to, or loss of possession, use or destruction of, the Equipment, from whatsoever cause or breach of warranties of the manufacturer or seller of the Equipment. Subject to the provisions of Section 3 subsection (c), it is the intention of the parties that Rent Payments and other amounts due hereunder shall continue to be payable in all events in the manner and at the times set forth herein, unless the obligation to do so shall have been terminated pursuant to the express terms hereof.

Section 16. INDEMNIFICATION.

- (a) Lessee hereby agrees to the extent permitted by law to indemnify, save and keep harmless Lessor, its agents, employees, successors and assigns from and against any and all losses, damages, penalties, injuries, claims, actions and suits, including legal expenses, of whatsoever kind and nature, in contract or tort, whether caused by the active or passive negligence of Lessor or otherwise, and including, but not limited to, Lessor's strict liability in tort, arising out of (i) the selection, manufacture, purchase, acceptance or rejection of Equipment, the ownership of Equipment during the Term of this Lease, and the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee and any claim for patent, trademark or copyright infringement), or (ii) the condition of the Equipment sold or disposed of after use by Lessee, any sublessee or employees of Lessee. Lessee shall, upon request, defend any actions based on, or arising out of, any of the foregoing.
- (b) All of Lessor's rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Lease and the rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

Section 17. DISCLAIMER.

LESSEE ACKNOWLEDGES THAT IT SHALL SELECT THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES AND THAT LESSOR LEASE THE EQUIPMENT IN AN "AS IS" CONDITION. LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS,

QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing, Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following, regardless of any negligence of Lessor (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by the Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstance in connection therewith; (ii) the use, operation or performance of the Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Equipment. If, and so long as, no default exists under this Lease, Lessee shall be, and hereby is, authorized during the Term to assert and enforce, at Lessee's sole cost and expense, from time to time, in the name of and for the account of Lessor and/or Lessee, as their interests may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

Section 18. PURCHASE OPTION.

- (a) Provided that no Event of Default has occurred and is continuing hereunder, Lessee shall have the option to purchase all of Lessor's right and/or interest in and to the Equipment on any Rent Payment Date (the "Purchase Date") for the applicable Prepayment Price as set forth in the Amortization Schedule. The sale of Lessor's interest in and to the Equipment to Lessee shall be on a AS IS, WHERE IS basis, without any recourse or warranty whatsoever as against Lessor.
- (b) Lessee shall give notice to Lessor of its intention to exercise its option not less than sixty (60) days prior to the Rent Payment Date on which the option is to be exercised and shall remit to Lessor on such date an amount equal to the sum of (i) the Prepayment Price; and (ii) all Rent Payments and other amounts due or accrued through and including the Purchase Date.

Section 19. MUTUAL COVENANT REGARDING TAX-EXEMPT STATUS.

Lessee and Lessor mutually covenant that neither will take any action nor omit to take any action with respect to this Lease, the Equipment leased hereunder, or any funds of Lessee if such action or omission (i) would cause the interest component of the Rent to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code and applicable regulations, or (ii) would cause such interest component of the Rent to lose its exclusion (if any) from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted net book income and adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would subject Lessee to any penalties under Section 148 of the Code. Subject to Lessee's right to terminate this Lease as provided herein, the foregoing covenant shall remain in full force and effect, notwithstanding the payment in full of the Rent, until the date on which all obligations of Lessee in fulfilling the above covenant under the Code have been met.

Section 20. EVENTS OF DEFAULT.

The term "Event of Default," wherever used herein, shall mean any of the following events, whatever the reason for such Event of Default and whether it shall be voluntary or involuntary, or come about or be effected by operation of law, or be pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation or any administrative or governmental body: (a) Lessee shall fail to make any payment of Rent when the same shall become due; or (b) Lessee shall fail to keep in full force and effect insurance required under this Lease; or (c) Lessee shall or shall attempt to (except as expressly permitted by the provisions of this Lease) remove, sell, transfer, encumber, part with possession of, assign or sublet the

Equipment, or any part thereof, use the Equipment for an illegal purpose, or permit the same to occur; or (d) Lessee shall breach its covenant to return the Equipment upon an Event of Nonappropriation, or upon an Event of Default and Lessor's election to terminate this lease; or (e) Lessee shall fail to perform or observe any covenant, condition or agreement not included within (a), (b), (c) or (d) above which is required to be performed or observed by it under this Lease or any agreement, document or certificate delivered by Lessee in connection herewith, and such failure shall continue for twenty (20) days after written notice thereof from Lessor to Lessee (or, if such default cannot be corrected within twenty (20) days, shall have failed to initiate and diligently pursue appropriate corrective action); or (f) any representation or warranty made by Lessee in this Lease or any agreement, document or certificate delivered by Lessee in connection herewith or pursuant hereto shall prove to have been incorrect in any material respect when any such representation or warranty was made or given (or, if a continuing representation or warranty, at any material time); or (g) Lessee shall generally fail to pay its debts as they become due or shall file a voluntary petition in bankruptcy; or (h) a petition is filed against Lessee in a proceeding under applicable bankruptcy laws or other insolvency laws (other than any law which does not provide for or permit any readjustment or alteration of Lessee's obligations hereunder in each case), as now or hereafter in effect, and is not withdrawn or dismissed within ninety (90) days thereafter, or if, under the provisions of any law (other than any law which does not provide for or permit any readjustment or alteration of Lessee's obligations hereunder in each case) providing for reorganization or liquidation of legal entities which may apply to Lessee; or (i) any court of competent jurisdiction shall assume jurisdiction, custody or control of Lessee or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unterminated for a period of sixty (60) days; or (j) Lessee becomes insolvent.

Section 21. REMEDIES.

Whenever any Event of Default referred to in Section 20 hereof shall have occurred and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, and with or without terminating this Lease, to declare all Rent Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rent Payments shall be immediately due and payable. If the Event of Default is Lessee's breach of its covenant to return the Equipment, Lessor shall be entitled to liquidated damages equal, at its election, to (i) the Rent Payments for the Equipment pro-rated on a daily basis for each day the Equipment is retained, (ii) the daily fair market rental for the Equipment, or (iii) compensatory damages for any loss suffered by Lessor as a result of Lessee's failure to surrender the Equipment. Any judgment for damages shall be payable solely from legally available funds of Lessee, and Lessor shall not have the power to require levies of ad valorem taxes in the future to pay Rent Payments.

The remedies provided to Lessor herein shall be the sole and exclusive remedies exercisable by Lessor in an Event of a Default by Lessee hereunder. Lessor shall in no event have the right to involuntarily dispossess Lessee of the Equipment or title thereto. Lessor and Lessee do not intend to create a security interest in any Equipment.

Nodelay or omission to exercise any right or remedy accruing hereunder shall impair any such right or remedy or shall be construed to be a waiver thereof, but any such right and remedy may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Lease it shall not be necessary to give any notice, other than such notice as may be required in this Lease.

In the event any agreement contained in this Lease should be breached by either party hereto, and thereafter such breach should be waived by the other party hereto, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

In the event that there is an Event of Default and the nondefaulting party should employ attorneys and/or incur expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such expenses so incurred by the nondefaulting party.

Whenever any Event of Default referred to in Section 20, Clause (a) hereof shall have occurred and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such Event of Default occurs equal to one and one-half percent (1½%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this provision shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

Section 22. ESCROW AGREEMENT; TRUST FUND.

To the extent approved by Lessor and Lessee, sums advanced by Lessor for the acquisition of Equipment may be funded through use of an escrow agent. All aspects of any such arrangement shall be subject to the prior approval of Lessor including, but not by way of limitation, selection of the escrow agent and the procedures for disbursements. Lessee agrees that any such escrow agent may be an affiliate of Lessor. All costs incurred in connection with any such escrow shall be paid by Lessee.

For the initial funding hereunder as reflected in the Schedule of Terms dated as of January 25, 2000, and for future fundings, if approved by Lessor and Lessee, Lessor shall deposit funds with Lessee to be applied by Lessee to acquire Equipment. Such funds shall be held by Lessee in a segregated account at a financial institution or trust company and applied to acquire Equipment upon delivery to Lessor of those items required by Sections 2 (b)(i), (iv), (v), (ix), (xi) and (xii) hereof. Any balance remaining in such fund after the date which is eighteen (18) months after the deposit of funds therein shall be applied to pay scheduled Rent until fully expended.

Section 23. EXECUTION AND LAWS GOVERNING VENUE.

This Lease and each of the exhibits hereto shall be binding only when accepted by Lessor at its Jacksonville, Florida office and shall be construed and governed by the Laws of the State. As part of the consideration for Lessor's executing this Lease, Lessee agrees that all actions or proceedings arising directly or indirectly from this Lease shall be litigated only in courts having its suits within Duval County, Florida, or in the United States District Court for the Middle District of Florida, Jacksonville Division, and Lessee hereby consents to the jurisdiction of those courts and waives any rights to the selection of venue.

Section 24. MISCELLANEOUS.

- (a) Any cancellation or termination by Lessor, pursuant to the provisions of this Lease, any exhibit, supplement or amendment hereto, or the release of the Equipment hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder. All exhibits, certificates, consents and other attendant documents referenced herein are incorporated herein by reference.
- (b) Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith.

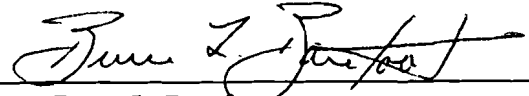
- (c) All notices, certificates or other communications hereunder shall be in writing and deemed given when delivered or mailed by certified or registered mail, postage prepaid, to the respective addresses set forth in the Schedule of Terms. Lessee and Lessor may designate by written notice any further or different addresses to which subsequent notices, certificates or other communication shall be sent.
- (d) If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a legal holiday, or a day on which banking institutions in the city in which the principal office of Lessor or the assignee of Lessor is located are authorized by law to remain closed, such payment may be made, or act performed, or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the date otherwise specified herein.
- (e) In the event that any provision of the Lease (other than the requirement of (i) Lessee to make Rent Payments; (ii) the requirement of Lessor to provide quiet enjoyment of the Equipment and; (iii) to convey the Equipment to Lessee under the conditions set forth herein) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Any provisions in this Lease which are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto.
- (f) This Lease may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (g) The substantive law, but not the choice of law rules, of the State, and rules and regulations issued pursuant thereto, shall be applied in the interpretation and enforcement hereof.
- (h) The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.
- (i) The signatories affirm that to their knowledge, no employee of Lessee has any personal or beneficial interest whatsoever in the acquisition of the Equipment.
- (j) This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof. NO VARIATION OR MODIFICATION OF THIS LEASE, OR ANY WAIVER OF ANY OF ITS PROVISIONS OF CONDITIONS, SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH OF THE PARTIES HERETO. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not stated hereunder. No variation or modification of this Lease, or waiver of any of its provisions or conditions shall be valid after assignment by either party unless approved by assignee.
- (k) With respect to any suit or action between Lessor and Lessee relating to the transaction described herein or any action arising hereunder, each party hereto expressly waives any right to jury trial.
- (l) Lessee has fully implemented its plan (the "Y2K Plan") which insures that the Lessee's software and hardware systems which impact or affect in any material way the business operations of the Lessee is Year 2000 Compliant and Ready (defined below). As used herein, "Year 2000 Compliant and Ready" means that the Lessee's hardware and software systems with respect to the operation of their business and their general business plan will: (i) handle date information involving any and all dates before, during and/or after January 1, 2000, including accepting input, providing output and

performing date calculations in whole or in part; (ii) operate accurately without interruption on and in respect of any and all dates before, during and/or after January 1, 2000 and without any change in performance; (iii) respond to and process two digit year input without creating any ambiguity as to the century; and (iv) store and provide date input information without creating any ambiguity as to the century.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Lease to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

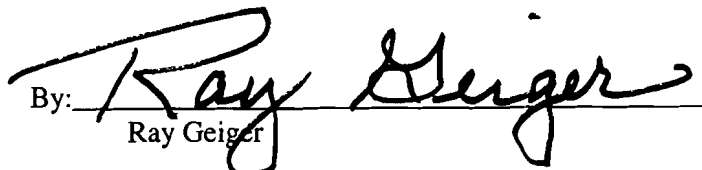
SunTrust Bank

By: 

Bruce L. Barefoot
Senior Vice President

LESSEE:

Sheriff of Nassau County, Florida

By: 

Ray Geiger

DESCRIPTION OF EQUIPMENT

This Description of Equipment, dated as of January 25, 2000, is executed and delivered pursuant to Section 2 of the Master Lease-Purchase Agreement dated as of January 25, 2000 (the "Lease") between SunTrust Bank ("Lessor") and Sheriff of Nassau County, Florida ("Lessee"). Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment described below, located at Nassau County, Florida, pursuant to the terms of the Lease, the terms of which are incorporated herein by reference, and as supplemented by a Schedule of Terms and Amortization Schedule, each dated as of January 25, 2000, and executed by Lessor and Lessee.

28 new model year 2000 Ford Crown Victoria police cars
1 new model year 2000 Ford E-350 van

The vehicle identification numbers of all of the above to be provided subsequent to this funding, at the time the equipment is delivered.

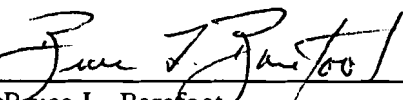
Lessor's Cost Basis: \$400,000

Dated this 25th day of January, 2000.

LESSOR:

SunTrust Bank

By:

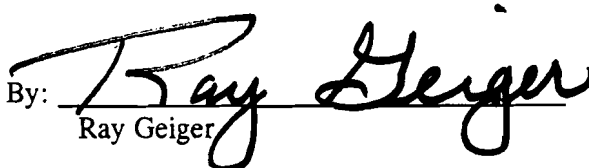


Bruce L. Barefoot
Senior Vice President

LESSEE:

Sheriff of Nassau County, Florida

By:



Ray Geiger

This Schedule of Terms ("Schedule") dated as of January 25, 2000 is entered into by and between SunTrust Bank (herein "Lessor") and Sheriff of Nassau County, Florida (herein "Lessee") as the Schedule Terms referred to in the Master Lease-Purchase Agreement dated as of January 25, 2000 between Lessor and Lessee (herein "Lease"). This Schedule contains additional terms and provisions which are an integral part of the Lease. Terms and provisions of the Lease shall govern except when contrary to the specific terms of this Schedule.

1. **Description of the Equipment:** See Description of Equipment dated as of January 25, 2000 relating to the Lease.
2. **Lessor's Cost:** \$400,000
3. **Commencement Date:** January 25, 2000
4. **Maturity Date:** October 15, 2001
5. **Number of Payments:** 8
6. **Frequency of Interest Payments:** Quarterly
7. **Interest Payment Due Date:** March 31, 2000 and on the last business day of each calendar quarter thereafter, with a final interest payment at the Maturity Date.
8. **Interest Rate:** 4.72%, computed based upon actual days over a 366/365-day year; subject to adjustment as provided in the Lease.
9. **Lease Rentals/Amortization:** Equal principal installments of \$200,000 on October 15, 2000 and October 15, 2001.
10. **Budgetary Period:** The fiscal year of Lessee.
11. **Lease Prepayment:** Full prepayment privileges without penalty.
12. **Processing Fee:** \$250.00, payable upon execution and delivery of the Lease. This amount will be deducted from the \$400,000.00 advanced.

13. **Insurance.** The following insurance is required to be maintained by Lessee.

All risks, including, without limitation, liability (in an amount of at least \$100,000/200,000), fire, collision, comprehensive, uninsured motorist and other risks insured against by extended coverage as is customary for Equipment of this type, all in such amounts as Lessor shall require and with such insurers as Lessor may from time to time approve, with satisfactory additional insured lender loss payable clause in favor of Lessor; however, at no time shall the deductible for any vehicle be greater than \$2,500 or \$10,000 in the aggregate for all vehicles. Such policies shall provide that they cannot be canceled on less than 30 days' notice to Lessor, showing Lessor as additional insured will be delivered to Lessor together with appropriate evidence that the premiums thereon have been paid. If Lessee fails to pay such premiums, Lessor may pay them, and Lessee will immediately reimburse Lessor; and if Lessee does not so immediately reimburse Lessor, then the amounts so advanced by Lessor for insurance with interest at the rate set forth herein shall become additional indebtedness under the Lease.

14. **End of Lease Obligation.** On the Maturity Date, Lessee shall purchase all but not less than all the Equipment covered under this Schedule for \$1.00 (the Purchase Obligation). Upon such purchase, Lessee shall take title to the Equipment "As Is, Where Is," with the same disclaimer of warranties by Lessor as to such sale as set forth in the Lease.

15. **Rent Payment Address:** All Rent shall be paid by wire transfer of immediately available funds to Lessor as follows:

- Bank: SunTrust Bank
Jacksonville, FL
- ABA#: 063002346
- Credit Account: 9234000234
- For Further Credit To: Commercial Lease for Sheriff of Nassau County
Loan Account # _____ (Optional)
- Special Instructions: Notify Vicki Cox at (904) 632-3518

IN WITNESS WHEREOF, the parties hereto have each executed this Schedule of Terms on the 25th day of January, 2000.

LESSOR:

LESSEE:

Trust Bank

Sheriff of Nassau County, Florida

By:

Bruce L. Barefoot
Senior Vice President

By:

Ray Geiger
Ray Geiger

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AMORTIZATION SCHEDULE*

This Amortization Schedule, dated as of January 25, 2000, is delivered pursuant to Section 2 of the Master-Lease-Purchase Agreement, dated as of January 25, 2000, between SunTrust Bank ("Lessor"), and Nassau County, Florida ("Lessee").

Payment	Date	Payment	Amount	Interest	Principal
03/31/2000	\$ 3,461.33	4,720.00	4,720.00	\$3,461.33	
06/30/2000	4,720.00	4,720.00	4,720.00	4,720.00	
09/30/2000	4,720.00	4,720.00	4,720.00	4,720.00	
10/15/2000	200,393.33	200,393.33	200,393.33	393.33	\$200,000
12/31/2000	2,360.00	2,360.00	2,360.00	2,360.00	
03/31/2001	2,360.00	2,360.00	2,360.00	2,360.00	
06/30/2001	2,360.00	2,360.00	2,360.00	2,360.00	
09/30/2001	2,360.00	2,360.00	2,360.00	2,360.00	
10/15/2001	200,393.33	200,393.33	200,393.33	393.33	200,000

SUBJECT TO INTEREST RATE ADJUSTMENT AS STATED ON SCHEDULE OF TERMS

**Subject to adjustment for any payment(s) not received on the applicable Payment Date.*

Dated this 25th day of January, 2000.

LESSOR:

SunTrust Bank

LESSEE:

Sheriff of Nassau County, Florida

By:

Bruce L. Barefoot
Senior Vice President

By:

Ray C. Ciger
Ray Ciger

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Sheriff of Nassau County, Florida		2 Issuer's employer identification number 59 1863042	
3 Number and street (or P.O. box if mail is not delivered to street address) 50 Bobby Moore Circle		Room/suite	4 Report number G2000-1
5 City, town, or post office, state, and ZIP code Yulee, Florida 32097-7720		6 Date of Issue 1-25-00	
7 Name of issue Master Lease Purchase Obligation		8 CUSIP number None	
9 Name and title of officer or legal representative whom the IRS may call for more information Michael S. Mullin, County Attorney		10 Telephone number of officer or legal representative (904) 491-3600	

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule	
11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input checked="" type="checkbox"/> Public safety	14 \$400,000.00
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe	18
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

Part III Description of Obligations (Complete for the entire issue for which this form is being filed.)					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/15/01	\$ 400,000	\$ N/A	1.75 years	4.72%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22	Proceeds used for accrued interest	22	0
23	Issue price of entire issue (enter amount from line 21, column (b))	23	400,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	250
25	Proceeds used for credit enhancement	25	0
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0
27	Proceeds used to currently refund prior issues	27	0
28	Proceeds used to advance refund prior issues	28	0
29	Total (add lines 24 through 28)	29	250
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	399,750

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded <input type="checkbox"/> years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded <input type="checkbox"/> years
33	Enter the last date on which the refunded bonds will be called <input type="checkbox"/>
34	Enter the date(s) the refunded bonds were issued <input type="checkbox"/>

Part VI Miscellaneous (See continuation sheet)	
35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)
b	Enter the final maturity date of the guaranteed investment contract <input type="checkbox"/>
37	37a Pooled financing: a Proceeds of this issue that are to be used to make loans to other governmental units
b	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter name of the issuer <input type="checkbox"/> and the date of the issue <input type="checkbox"/>
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input checked="" type="checkbox"/>
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>
40	If the issuer has identified a hedge, check box <input type="checkbox"/>

Please Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Rav Geiger 1/25/00
Signature of issuer's authorized representative Date

Rav Geiger, Sheriff
Type or print name and title

OFFICER'S CERTIFICATE

I, the Sheriff of Nassau County, Florida (the "Lessee"), in connection with the lease-financing of certain equipment pursuant to the terms of the Master Lease-Purchase Agreement dated as of January 25, 2000, as supplemented by a Schedule of Terms, an Amortization Schedule, a Description of Equipment, each dated as of January 25, 2000 (the "Lease"), between the Lessee and SunTrust Bank (the "Lessor"), DO HEREBY CERTIFY:

- (1) Ray Geiger is the duly elected, qualified and acting Sheriff of Nassau County, Florida.
- (2) Such person has duly filed his oath of office and to the extent required by law to file bonds or undertakings has duly filed such bonds or undertakings in the amount and manner required by law.
- (3) The undersigned Sheriff executed the Schedule of Terms, the Amortization Schedule, the Description of Equipment, each dated as of January 25, 2000, and certain other documents relating thereto (the "Lease Documents").
- (4) Such officer who executed the Lease Documents was and is the duly elected, qualified and acting Sheriff authorized to execute the Lease Documents. The signature that appear on this certificate is the authentic signature of the Sheriff who is duly authorized to execute and deliver the Lease Documents and any and all documents and certificates required in connection therewith or necessary or appropriate to carry out the intent thereof.
- (5) The Lessee has sufficient moneys available to pay all rental payments owing under the Lease with respect to the equipment set forth in the Lease Documents (the "Rent Payments") coming due during the current budget year of the Lessee, such moneys having been properly budgeted and appropriated for that purpose in accordance with the laws of the State of Florida (the "State"); such moneys will be applied in payment of all Rent Payments due and payable during such current budget year; the Lessee expects and anticipates adequate funds to be available, budgeted and appropriated in future years to make all future Rent Payments throughout the maximum term of the Lease.
- (6) The lease of the Equipment (as described in the Description of Equipment) is essential to the governmental functions of the Lessee, and the Lessee has an immediate need for the Equipment which is not temporary or expected to diminish during the maximum term of the Lease.
- (7) The Equipment will be used by the Lessee for the purpose of performing one or more of the Lessee's governmental functions consistent with the permissible scope of the Lessee's authority.
- (8) The Lessee has obtained, or will obtain as the Equipment is acquired, from a reputable insurance company qualified to do business in the State, insurance with respect to all risks required to be covered thereby pursuant to the Lease; or the Lessee has or shall self-insure with the prior written consent from the Lessor as provided in the Lease.

(9) The interest rate establishing the interest portion of the Rent Payments, on the first date such interest begins to accrue, does not exceed a rate of interest permitted by Section 215.84, Florida Statutes (1999).

(10) This Section 10 sets forth facts and estimates upon which the Lessor and its counsel may rely in reaching an opinion regarding the exclusion of the interest portion on the Rent Payments from the gross income the Lessor, and the facts and estimates upon which the Lessee bases its reasonable expectation that the obligation to make Rent Payments pursuant to the Lease (hereinafter, the "Lease Obligation") does not create an arbitrage bond under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations:

(a) The Lessee has not accumulated nor does it expect to accumulate amounts of money in a fund to pay or to be held as security for the payment of principal of or interest on the Lease Obligation.

(b) No portion of the proceeds of the Lease Obligation will be used as a substitute for other funds which were otherwise to be used for the same purposes and which funds will be used to acquire directly or indirectly obligations producing a yield in excess of the yield on the Lease Obligation. None of the purchase price of the Equipment has been paid prior to this date.

(c) There are no other obligations of the Lessee which (i) are being issued within 15 days prior to or after the date of the Lease Obligation, (ii) are sold pursuant to a common plan of financing together with the Lease Obligation, and (iii) will be paid out of substantially the same source of funds (or will have substantially the same claim to be paid out of substantially the same source of funds) as the Lease Obligation.

(d) The Lessor has agreed to purchase the Lease Obligation for the outstanding principal amount thereof. No fee will be paid to any person acting as an underwriter for the Lease Obligation.

(e) The Lease does not create a "hedge bond" as defined in Section 149(g) of the Code, in that at least 85 percent of the proceeds of the Lease Obligation will be expended to carry out the governmental purpose of the issue within three years from the date of issuance of the Lease, and not more than 50 percent of the proceeds will be invested in nonpurpose investments (as defined in Section 148(e)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more.

(f) The Equipment has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the expiration of the maximum lease term.

(g) The proceeds of the Lease Obligation (\$400,000) will be deposited into an Equipment Acquisition Fund created by Lessee. The proceeds of the Lease Obligation, together with the investment earnings thereon, will be used to pay the cost of the equipment from the vendors

thereof (the "Project"). It is reasonably expected that (i) at least 85% of the proceeds of the Lease Obligation will be allocated to expenditures on the Project by the end of three years from the date of issuance thereof, (ii) within SIX months of the issuance date of the Lease Obligation, the Lessee will incur a substantial binding obligation to a third party to expend at least 5% of the proceeds thereof on the Project, and (iii) completion of the Project and the allocation of the proceeds to expenditures with respect to the Project will proceed with due diligence. *The Lessee expects to comply with the six-month expenditure exception to rebate as set forth in Section 148 of the Code and related Treasury Regulations, in that it expects to fully expend the gross proceeds of the Lease Obligation within six months after the issue date of the Lease Obligation. Gross proceeds are deemed spent when they are allocated to an expenditure as provided by the related Treasury Regulations. However, if the Lessee fails to comply with such exceptions, it shall rebate to the federal government any amounts required by Section 148 of the Code and related Treasury Regulations.*

(h) The Lessee expects that (i) less than 10% of the proceeds of the Lease Obligation will be used for any private business use as defined in Section 141 of the Code, and (ii) less than 5% of the proceeds of the Lease obligation will be used for the private business use which is not related to a governmental use of the proceeds, or which is a disproportionate related business use within the meaning of Section 141 of the Code. It is understood that such limitation will not apply unless more than 10% (with respect to clause (i)) or more that 5% (with respect to clause (ii)) of the Lease Obligation is directly or indirectly (including under the terms of any underlying arrangement) secured by any interest in (1) property used or to be used for a private business use, or (2) payments in respect of such property, or are to be derived from payments (whether or not to the Lessee) in respect of such property, or borrowed money, used or to be used for a private business use, as provided in Section 141 of the Code.

(11) No approval, consent or authorization of any governmental or public agency not already obtained is required in connection with the Lessee's participation in the transactions contemplated by the Lease, or the performance of its obligations thereunder.

(12) The Lessee does hereby designate the Lease Obligation as a "qualified tax-exempt obligation" within the provisions of Section 265 of the Internal Revenue Code of 1986. The Lessee does not reasonably anticipate issuing more that \$10,000,000 of tax-exempt obligations (including those obligations of any entities controlled by the Lessee), including the Lease Obligation during the current calendar year.

(13) The Lessee hereby finds, determines and declares that the small size of this lease financing, current market conditions and other circumstances, require that the Lease-Purchase Agreement be negotiated at private sale rather than offered by competitive bid.

(14) To the best knowledge and belief of the undersigned officer, there are no other facts, estimates or circumstances that would materially change the conclusions and representations set forth in the certificate and the expectations hereinabove set forth are reasonable.

WITNESS our hand of the Lessee this 25th day of January, 2000.

SHERIFF OF NASSAU COUNTY, FLORIDA


Ray Geiger

HAUSER\DEPA\MWS\NTRUST\Nassau.sun\Officers' Certificate - draft #4.wpd

STATE OF FLORIDA
DIVISION OF BOND FINANCE
LOCAL BOND MONITORING SECTION

This form represents an update and compilation of the BF2003, BF2004-A and BF2004-B forms.

- * Bond Information forms (BF2003) are required to be completed by local governments pursuant to Chapter 19A-1.003, Florida Administrative Code (F.A.C.).
- * Bond Disclosure forms BF2004-A (Competitive Sale) or BF2004-B (Negotiated Sale) are required to be filed with the Division within 120 days of the delivery of the issue pursuant to Sections 218.38(1)(b)1 and 218.38(1)(c)1, Florida Statutes (F.S.), respectively.
- * Final Official Statements, if prepared, are required to be submitted pursuant to Section 218.38(1), F.S.
- * Please complete all items applicable to the issuer as provided by the Florida Statutes.
- * PURSUANT TO SECTION 218.369, F.S., ISSUERS OF BOND ANTICIPATION NOTES ARE EXEMPT FROM THESE FILING REQUIREMENTS.

BF2003
BOND INFORMATION FORM

PART I. ISSUER INFORMATION

1. NAME OF GOVERNMENTAL UNIT: Sheriff of Nassau County, Florida
2. MAILING ADDRESS OF GOVERNMENTAL UNIT OR ITS MANAGER: 50 Bobby Moore Circle
Yulee, Florida 32097-7720
3. COUNTY(IES) IN WHICH GOVERNMENTAL UNIT HAS JURISDICTION: Nassau
4. TYPE OF ISSUER: COUNTY CITY AUTHORITY INDEPENDENT SPECIAL DISTRICT
 DEPENDENT SPECIAL DISTRICT SPECIFY OTHER Constitutional Officer of County

PART II. BOND ISSUE INFORMATION

1. NAME OF BOND ISSUE: Master Lease Purchase Obligation
2. AMOUNT ISSUED: \$400,000 3. AMOUNT AUTHORIZED: \$400,000
4. DATED DATE: 1/25/00 5. SALE DATE: 1/25/00 6. DELIVERY DATE: 1/25/00
7. LEGAL AUTHORITY FOR ISSUANCE: FLORIDA STATUTES Chapters 36 and 125
SPECIAL ACTS _____
OTHER _____
8. TYPE OF ISSUE: GENERAL OBLIGATION SPECIAL ASSESSMENT SPECIAL OBLIGATION
 REVENUE COP (CERTIFICATE OF PARTICIPATION) LEASE-PURCHASE BANK LOAN/LINE OF CREDIT
9. A. IS THIS A PRIVATE ACTIVITY BOND (PAB)? YES NO
B. 1. IF YES, DID THIS ISSUE RECEIVE A PAB ALLOCATION? YES NO
2. IF YES, AMOUNT OF ALLOCATION: \$ _____
10. SPECIFIC REVENUE(S) PLÉDGED:
 - (1) PRIMARY Amounts budgeted and appropriated in Sheriff's budget
 - (2) SECONDARY _____
 - (3) OTHER(S) _____

11. A. PURPOSE(S) OF THE ISSUE:

- (1) PRIMARY Finance purchase of police cars and a van
- (2) SECONDARY _____
- (3) OTHER(S) _____

B. IF PURPOSE IS REFUNDING, COMPLETE THE FOLLOWING:

- (1) FOR EACH ISSUE REFUNDED LIST: NAME OF ISSUE, DATED DATE, ORIGINAL PAR VALUE (PRINCIPAL AMOUNT) OF ISSUE, AND AMOUNT OF PAR VALUE (PRINCIPAL AMOUNT) REFUNDED.

- (2) REFUNDED DEBT HAS BEEN: RETIRED OR DEFEASED
- (3) A. DID THE REFUNDING ISSUE CONTAIN NEW MONEY? YES NO
- B. IF YES, APPROXIMATELY WHAT PERCENTAGE OF PROCEEDS IS NEW MONEY? %

12. TYPE OF SALE: COMPETITIVE BID NEGOTIATED NEGOTIATED PRIVATE PLACEMENT

13. BASIS OF INTEREST RATE CALCULATION, I.E., INTEREST RATE USED TO STRUCTURE THE BOND ISSUE:

NET INTEREST COST RATE (NIC)	_____ %	TRUE INTEREST COST RATE (TIC)	_____ %
CANADIAN INTEREST COST RATE (CIC)	_____ %	ARBITRAGE YIELD (ARBI)	_____ %
SPECIFY OTHER: <u>4.72%</u>			

14. INSURANCE/ENHANCEMENTS: AGIC AMBAC CGIC CLIC FGIC FSA
 HUD MBIA NGM LOC (LETTER OF CREDIT) SPECIFY OTHER _____
 NOT INSURED

15. RATING(S): MOODY'S S&P FITCH DUFF & PHELPS SPECIFY OTHER _____
 NOT RATED

16. DEBT SERVICE SCHEDULE: ATTACH COMPLETE COPY OF SCHEDULE PROVIDING THE FOLLOWING INFORMATION:

(See Attached Amortization Schedule) MATURITY DATES (MO/DAY/YR)
 COUPON/INTEREST RATES
 ANNUAL INTEREST PAYMENTS
 PRINCIPAL (PAR VALUE) PAYMENTS
 MANDATORY TERM AMORTIZATION

17. LIST OR ATTACH OPTIONAL REDEMPTION PROVISIONS: at any time at par

18. PROVIDE THE NAME AND ADDRESS OF THE SENIOR MANAGING UNDERWRITER OR SOLE PURCHASER.

Purchaser - SunTrust Bank

19. PROVIDE THE NAME(S) AND ADDRESS(ES) OF ANY ATTORNEY OR FINANCIAL CONSULTANT WHO ADVISED THE UNIT OF LOCAL GOVERNMENT WITH RESPECT TO THE BOND ISSUE.

NO BOND COUNSEL NO FINANCIAL ADVISOR NO OTHER PROFESSIONALS

BOND COUNSEL(S):

Rogers, Towers, Bailey, Jones & Gay, P.A.

1301 Riverplace Boulevard, Suite #1500

Jacksonville, Florida 32202

FINANCIAL ADVISOR(S)/CONSULTANTS(S):

William R. Hough & Co.

1 Independent Square, Suite #2602

Jacksonville, Florida 32202

OTHER PROFESSIONALS:

Michael S. Mullin, County Attorney

P.O. Box 1010

Fernandina Beach, Florida 32035

20. PAYING AGENT: Sheriff of Nassau County

NO PAYING AGENT

21. REGISTRAR: Sheriff of Nassau County

NO REGISTRAR

22. COMMENTS: _____

PART III. RESPONDENT INFORMATION

FOR ADDITIONAL INFORMATION, THE DIVISION SHOULD CONTACT:

Name and Title Irvin M. Weinstein

Phone (904) 346-5523

Company Rogers, Towers, Bailey, Jones & Gay, P.A.

INFORMATION RELATING TO PARTY COMPLETING THIS FORM (If different from above):

Name and Title _____

Phone _____

Company _____

Date Report Submitted 1-25-00

BF2004-A and BF2004-B

NOTE: THE FOLLOWING ITEMS ARE REQUIRED TO BE COMPLETED IN FULL FOR ALL BOND ISSUES EXCEPT THOSE SOLD PURSUANT TO SECTION 154 PART III; SECTIONS 159 PARTS II, III OR V; OR SECTION 243 PART II, FLORIDA STATUTES.

23. ANY FEE, BONUS, OR GRATUITY PAID BY ANY UNDERWRITER OR FINANCIAL CONSULTANT, IN CONNECTION WITH THE BOND ISSUE, TO ANY PERSON NOT REGULARLY EMPLOYED OR ENGAGED BY SUCH UNDERWRITER OR CONSULTANT:

NO FEE, BONUS OR GRATUITY PAID BY UNDERWRITER OR FINANCIAL CONSULTANT

(1) COMPANY NAME _____

FEE PAID: \$ _____

SERVICE PROVIDED or FUNCTION SERVED: _____

(2) COMPANY NAME _____

FEE PAID: \$ _____

SERVICE PROVIDED or FUNCTION SERVED: _____

(3) COMPANY NAME _____

FEE PAID: \$ _____

SERVICE PROVIDED or FUNCTION SERVED: _____

(4) COMPANY NAME _____

FEE PAID: \$ _____

SERVICE PROVIDED or FUNCTION SERVED: _____

AMORTIZATION SCHEDULE*

This Amortization Schedule, dated as of January 25, 2000, is delivered pursuant to Section 2 of the Master-Lease-Purchase Agreement, dated as of January 25, 2000, between SunTrust Bank ("Lessor"), and Nassau County, Florida ("Lessee").

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Interest</u>	<u>Principal</u>
03/31/2000	\$ 3,461.33	\$3,461.33	
06/30/2000	4,720.00	4,720.00	
09/30/2000	4,720.00	4,720.00	
10/15/2000	200,393.33	393.33	\$200,000
12/31/2000	2,360.00	2,360.00	
03/31/2001	2,360.00	2,360.00	
06/30/2001	2,360.00	2,360.00	
09/30/2001	2,360.00	2,360.00	
10/15/2001	200,393.33	393.33	200,000

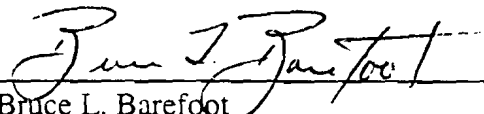
SUBJECT TO INTEREST RATE ADJUSTMENT AS STATED ON SCHEDULE OF TERMS

**Subject to adjustment for any payment(s) not received on the applicable Payment Date.*

Dated this 25th day of January, 2000.

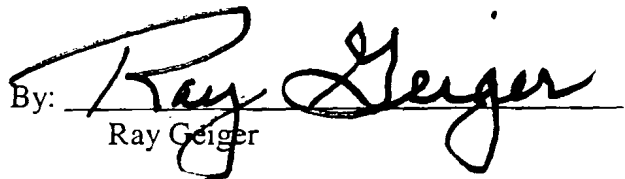
LESSOR:

SunTrust Bank

By: 
Bruce L. Barefoot
Senior Vice President

LESSEE:

Sheriff of Nassau County, Florida

By: 
Ray Geiger

CERTIFICATE OF ACCEPTANCE

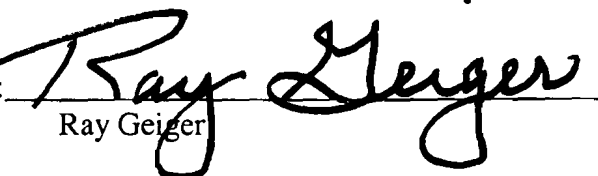
This Certificate is given pursuant to the **Master Lease-Purchase Agreement** dated as of January 25, 2000 (the "Lease"), between **SunTrust Bank**, as lessor (the "Lessor"), and **Sheriff of Nassau County, Florida**, as lessee (the "Lessee").

- A. The Equipment. Lessee hereby certifies that the Equipment as set forth and described in the Description of Equipment has been delivered to Lessee, inspected by Lessee, found to be in good order and fully equipped to operate as required under applicable law for its intended purpose, and is, on the date set forth below, new and unused and fully and finally accepted under the Lease.
- B. Representations by Lessee. Lessee hereby represents and warrants to Lessor that on the date hereof:
- (1) The representations and warranties of Lessee set forth in the Lease and all certificates and opinions delivered in connection therewith were true and correct in all respects when made and are true and correct as of the date hereof.
 - (2) Lessee has satisfied or complied with all conditions precedent and requirements set forth in the Lease, which are required to be or to have been satisfied or complied with on or prior to the date hereof.
 - (3) No Default or Event of Default under the Lease has occurred and is continuing on the date hereof.
 - (4) Lessee has obtained, and there are in full force and effect, such insurance policies with respect to the Equipment, as such term is defined in the Lease, as are required to be obtained under the terms of the Lease.

Date of Delivery and Acceptance: January 25, 2000

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be duly executed by its officers thereunto duly authorized.

SHERIFF OF NASSAU COUNTY, FLORIDA

By: 
Ray Geiger

**NEGOTIATED SALE DISCLOSURE AND
TRUTH-IN-BONDING STATEMENT**

SunTrust Bank (the "Bank"), the purchaser on this date of \$400,000 Master Lease Purchase Obligation (the "Obligation") of the Sheriff of Nassau County, Florida (the "Issuer"), pursuant to Section 218.385, Florida Statutes, hereby states as follows:


1. The estimated expenses and the amounts thereof to be incurred by the Bank in connection with the purchase of the Obligation is as follows:

\$3,500 special counsel fees, to be paid by the Bank.

2. To the knowledge of the Bank, no person has entered into an understanding with either the Issuer or the Bank, or both, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Obligation.
3. No fee, bonus or other compensation will be paid by the Bank in connection with the Obligation to any person not regularly employed or retained by the Bank, except for its special counsel, Rogers Towers Bailey Jones & Gay, P.A., Jacksonville, Florida.
4. There are no underwriters connected with the Obligation to the knowledge of the Bank.
5. Truth-in-Bonding. The Issuer is proposing to issue \$400,000.00 of debt for the purpose of financing the cost of police cars and a van. The debt is expected to be repaid over a period of 1.75 years. At the initial interest rate of 4.72 % per annum, subject to adjustment in accordance with the Obligation, total interest paid over the life of the debt will be \$23,127.99. The source of repayment or security for this proposal is the Issuer's annual budget. Authorizing this debt will result in approximately \$423,127.99 of such revenues of the Issuer not being available to finance the other services of the Issuer for 1.75 years.

IN WITNESS WHEREOF, the undersigned has executed this statement on behalf of SunTrust Bank, as of the 25th day of January, 2000.

SUNTRUST BANK

By: 
Bruce L. Barefoot
Senior Vice President

ROGERS, TOWERS, BAILEY, JONES & GAY
A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW
1301 RIVERPLACE BOULEVARD
SUITE 1500
JACKSONVILLE, FL 32207-9020

TELEPHONE (904) 398-3911
FAX (904) 396-0663

TALLAHASSEE OFFICE
106 SOUTH MONROE STREET
P.O. BOX 1872
TALLAHASSEE, FLORIDA 32302-1872
(850) 222-7200
FAX (850) 222-7204

ST. AUGUSTINE OFFICE
170 MALAGA STREET, SUITE A
P.O. BOX 3504
ST. AUGUSTINE, FLORIDA 32085-3504
(904) 824-0879
FAX (904) 825-4070

SPECIAL COUNSEL:
JAMES M. McLEAN
FRED M. RINGEL
DAVID M. FOSTER
HOWARD I. KORMAN
ALFRED J. POMERANZ

PLEASE REPLY TO:
JACKSONVILLE

CHARLES D. TOWERS, JR.
C. WILLIAM REINEY
ALLAN T. GEIGER
G. KENNETH NORRIE
DOUGLAS A. WARD
WILLIAM E. SCHEU
PAUL P. SANFORD
IRVIN M. WEINSTEIN
ROBERT T. HYDE, JR.
EDWARD L. KELLY
H. JOSEPH OSHIELDS
DONALD C. WRIGHT
JOSEPH O. STROUD, JR.
MICHAEL A. WODRICH
CECILE EVANS RIDER
E. ALLEN HIEB, JR.
J. KIRBY CHRITTON
T.R. HAINLINE, JR.
CHRISTOPHER C. HAZELIP
SUSAN C. McDONALD
BETSY C. COX
ANTHONY A. ANDERSON
MARCIA PARKER TJOFLAT
ANNE K. BUZBY
KURT H. DUNKLE
RICHARD L. MAGUIRE
JAMES M. RILEY
MARK M. ARNOLD
GEORGE M. McCLURE
JOHN L. WHITEMAN
C. DAVIS ELY
REGINA ALBERINI YOUNG

WILLIAM A. O'LEARY
GREGORY F. LUNNY
JOHN R. IBACH
DAVID A. GARFINKEL
PETER L. OAME
CHERYL L. WORMAN
SANDRA J. MATHIS
EMILY G. PIERCE
JAMES W. MIDDLETON
JOHN A. SAPORA
ADRIAN RUST
CINDY L. BARTIN
TROY K. SMITH
LORI S. PATTERSON
STEVEN DIEBENOW
ALEXANDER G. MOODY
RENE M. FIX
RICHARD S. VERMUT
LEIGH S. SCALES
CHARLES R. CURLEY, JR.
CHRISTINE T. ADAMS
F. EUGENE ATWOOD
LYNNE S. MATSON
KATHRYN KNEE
KAREN E. WENZEL
STEVAN M. JONES
THOMAS J. FRASER, JR.
SUSAN S. BLOOWORTH
MARGARET B. WETHERBEE
CHARLES A. BEARD
LINDA H. DUPUIS
PETER A. SMITH

January 25, 2000

SunTrust Bank
Jacksonville, Florida 32202

Ladies and Gentlemen:

We have acted as Special Counsel to the SunTrust Bank ("Bank") in conjunction with the execution and delivery of that certain Master Lease-Purchase Agreement dated this date (the "Agreement") between the Bank and the Sheriff of Nassau County, Florida (the "Issuer"). We have reviewed the Agreement and the other related documents executed in conjunction therewith. We have also reviewed and we rely upon an opinion of Michael S. Mullin, the County Attorney of Nassau County, Florida dated this date with respect to the Agreement and related matters.

Based upon the foregoing, we are of the opinion as follows:

1. The Internal Revenue Code of 1986, as amended, (the "Code") establishes certain requirements which must be met subsequent to the issuance and delivery of the obligation represented by the Agreement in order that interest on such obligation be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on such obligation to be included in federal gross income retroactive to the date of issuance of such obligation, regardless of the date on which such non-compliance occurs or is ascertained. The Issuer has covenanted to comply with such requirements in order to maintain the exclusion from federal gross income of the interest component of such obligation.

Subject to compliance by the Issuer with the aforementioned covenants, (a) the interest component of such obligations is excluded from gross income for purposes of federal income taxation, and (b) interest on such obligations is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in

ROGERS, TOWERS, BAILEY, JONES & GAY

SunTrust Bank
January 25, 2000
Page 2

determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. We express no opinion regarding other federal tax consequences arising with respect to such obligation.

2. The obligation represented by the Agreement is exempt from intangible taxes imposed pursuant to Chapter 199, Florida Statutes.

3. The obligation represented by the Agreement is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. In rendering this opinion, we have relied on certain representations of the Issuer made of even date herewith.

Our opinions expressed herein are predicated upon present law, facts and circumstances; and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

Rogers, Towers, Bailey, Jones & Gay, P.A.