

FEDERAL SIGNAL CORPORATION

1415 W. 22nd Street, Oak Brook, Illinois 60523-2004
Phone 630-954-2000 Fax 630-954-2041

Leasing Division

July 9, 2001

Chief Chuck Cooper
Nassau County Fire & Rescue
11 North 14th Street, Suite 12
Fernandina Beach, FL 32034

Re: Lease/Purchase of Three Emergency One American Eagle Pumpers

Dear Chief Cooper:

Enclosed please find your copy of the Lease/Purchase Agreement between the Nassau County Fire & Rescue and Emergency One, Inc. Federal Signal Leasing will be acting as the agent for this lease even though it has not been formally assigned to us.

All future lease payments should be made payable to:

Emergency One, Inc.
P.O. Box 91944
Chicago, IL 60693

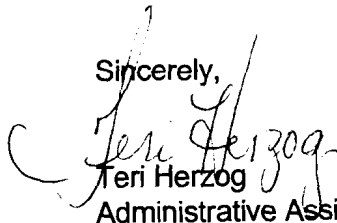
Invoices in the amount of \$82,191.37 will be automatically generated approximately 30 days prior to payment due dates. In your case, payments are due annually for the next seven (7) years beginning June 20, 2002.

Under the terms of the Lease (Section 7.03), we require the above unit to be insured as follows:

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Emergency One, Inc. as Loss Payee.
Coverage Required: Full Replacement Value
- b. Automobile Liability Insurance evidenced by a Certificate of Insurance naming Emergency One, Inc. as an Additional Insured.
Minimum Coverage Required: \$1,000,000 combined single limit (bodily injury and property damage).

We would appreciate receiving this Certificate of Insurance at your earliest possible convenience. It has been a pleasure doing business with your department. Please feel free to contact me directly at (800) 934-6569 should you have any questions.

Sincerely,


Teri Herzog
Administrative Assistant

enclosures

MUNICIPAL LEASE AND OPTION CONTRACT

THIS AGREEMENT entered into this 26th day of February, 2001, by and between **EMERGENCY ONE, INC.**, 1415 West 22nd Street, Suite 1100, Oak Brook, IL 60523, hereinafter referred to as "Lessor", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, Post Office Box 1010, Fernandina Beach, FL 32035-1010, hereinafter referred to as "Lessee".

FOR and IN CONSIDERATION of the mutually agreed upon consideration, the Lessor hereby leases to the Lessee the Equipment for the purposes and upon the following terms and conditions listed herein:

QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. & all Attachments)		
3	Three (3) Emergency One American Eagle Super Commercial Pumpers Mounted on Three (3) Spartan Advantage Chassis		

Lease Term	Total Equipment Cost	Rent Due (Period)	No./Amount of Rental Payments
96 Months	\$533,448.00	Annually in Arrears	See payment schedule attached hereto and made a part hereof ("Payment Schedule")

ARTICLE I: COVENANTS OF LESSEE

Lessee represents, covenants and warrants, for the benefit of Lessor as follows:

1. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State of Florida ("State").

2. Lessee has been duly authorized to execute, deliver, and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants, and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, Lessee shall cause to be executed an opinion of its counsel in a form acceptable to Lessor.

3. During the term of this Agreement, the Equipment will be used by lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

4. The Equipment is, and shall remain during the period the Agreement is in force, personal property, and when subject to use by lessee under this Agreement, will not be or become fixtures.

ARTICLE II: DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

1. "Lease Term" means the Original Term defined in Article III hereof and a sufficient number of automatic Renewal Terms as will constitute the number of months set forth herein.

2. "Lessor" means the Board of County Commissioners of Nassau County, Florida.

3. "Purchase Price" means the amount set forth in the Payment Schedule attached to this Agreement and subject to the terms of Article IX which Lessee may, at its option, pay to Lessor in order to purchase the Equipment.

4. "Renewal Term(s)" means the automatic renewal periods of this Agreement, each have a duration of one (1) year coterminous with lessee's fiscal year except the last of such automatic renewal periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that Rent Payments shall be as provided in the Payment Schedule.

5. "Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer.

ARTICLE III: COMMENCEMENT OF LEASE TERM

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and

shall terminate the last day of Lessee's then current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the lessee gives written notice to Lessor not less than ninety (90) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Article V as the case may be.

ARTICLE IV: INSPECTION

Lessor shall have the right at all reasonable times to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: RENT PAYMENTS

5.01 - Rent Payment to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments hereunder 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 or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or monies of Lessee. Neither the Lessee, the State of Florida, nor any

political subdivision thereof shall be obligated to pay any sums due to Lessor hereunder from AD VALOREM taxes.

5.02 Payment of Rent Payments. Lessee shall pay Rent Payments, exclusively from legally available funds to Lessor in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Rent Payment is paid as, and represents payment of, interest and principal, respectively. Any amounts not paid when due shall be subject to past due interest at a rate of 18% per annum or the highest rate permitted by law, whichever is lower. Notwithstanding any other provision of the agreement and under any and all circumstances, Lessee is obligated to pay interest to Lessor on the purchase price (remaining balance) at the per annum rate specified in this Agreement for each day this Agreement remains in effect.

5.03 Rent Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of Rent Payments and other payments required under this Agreement shall be absolute and unconditional. Lessee shall make all such payments when due and shall not withhold, set off, abate, or counter claim any such payment as a result of any dispute, whether between Lessor and Lessee or otherwise (including, but not limited to,

disputes concerning alleged or actual defects, malfunctions, breakdowns, or infirmities of the Equipment).

5.04 Continuation of Lease Term by Lessee. Lessee intends to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rent Payments hereunder. Lessee further intends to do all things lawfully within its power to obtain funds from which Rent Payments may be made, including making a provision for such payments to the extent necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Rent Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rent Payments from other sources, the Lessee may terminate this Agreement at the end of the Original Term or the then current Renewal Term, and Lessee shall not be obligated to make payment of the Rent Payments provided for in the Agreement beyond the Original term of the Renewal Term, whichever is the current term, provided the Lessee

terminates the Agreement on the anniversary date of its Commencement Date and Lessee delivers notice to Lessor of such termination at least ninety (90) days prior to the end of the Original Term or the then current Renewal Term. In the event of termination of this Agreement on other than an anniversary of the Commencement Date, a pro-rata Rent Payment will be due covering the period of time between the last scheduled payment date and the termination date. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. In such event, and to the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of equipment similar to the Equipment subject to this Agreement.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST

6.01 Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements, or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Sections 11.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in

Lessor, and Lessee will, upon Lessor's request, reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes, and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or non-appropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any certificate of title, bill of sale, document, instrument, invoice, freight bill, bill of lading, or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

6.02 Security Interest. Lessee does not grant a security interest in the equipment to Lessor.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; INSURANCE

7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order, and condition.

7.02 Taxes, Other Governmental Charges, and Utility Charges. In the event the use, possession, acquisition ownership, or transfer of the Equipment is subject to

taxation in any form (except for income taxes of Lessor), Lessee shall pay as the same respectively come due, all such taxes and other governmental charges of any kind whatsoever that may, at any time, be assessed or levied against or with respect to the use, possession, acquisition, ownership or transfer of the Equipment pursuant to this Agreement.

7.03 Insurance. At its own expense and at all times during the Lease Term, Lessee shall maintain casualty, public liability, and property damage insurance on the Equipment (or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment) sufficient to protect the Full Insurable Value (meaning the full replacement value of the Equipment if purchased new or the then applicable Purchase Price, whichever is greater), and to protect Lessor from any and all liability related to the Equipment. Upon the request of Lessor, Lessee shall furnish to Lessor insurance certificates and such other material as necessary to fulfill Lessee's satisfaction of its insurance obligations as set forth in this Section 7.03. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but also other properties; provided, however, that the

aforementioned insurance requirements are satisfied. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance policies shall name Lessee and Lessor as assureds and loss payees according to their respective interests in the Equipment and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor in the event of cancellation or expiration.

ARTICLE VIII: DISCLAIMER OF WARRANTIES

The Equipment covered by the regular printed warranty, if any, of the Manufacturer, Lessee acknowledges and agrees that the Manufacturer's warranty provides Lessee with its sole and exclusive warranty rights and that Lessor has not made any warranty or representation with respect to the Equipment, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

ARTICLE IX: OPTION TO PURCHASE

Provided Lessee has made all payments owed pursuant to Section 5.02 and is not in default hereunder, Lessee may, upon giving Lessor not less than ninety (90) days prior written notice, elect to purchase all, but not less than all, of the Equipment on any annual anniversary of the

Commencement Date for the applicable Purchase Price as set forth in the Payment Schedule attached hereto, which amount shall be due and payable on the day following the annual anniversary of the Commencement Date.

ARTICLE X: ASSIGNMENT; SUBLEASING; AND INDEMNIFICATION

10.01 No Sale, Assignment, or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, transferred, or encumbered by Lessee.

10.02 Assignment by Lessor. This Agreement, and the obligation of Lessee to make payments hereunder, are not assignable, salable, or transferable by Lessor, in whole or in part.

10.03 Indemnification Covenants. To the extent permitted by the laws and Constitution of the State in which Lessee is located, Lessee shall protect, hold harmless, and indemnify Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, attorney's fees and expenses, penalties and interest arising out of or as a result of Lessee or its employees' or agents' negligence with regard to the Equipment. The indemnification arising under this paragraph shall continue

in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

ARTICLE XI: EVENTS OF DEFAULT AND REMEDIES

11.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

a. Failure by Lessee to timely pay any payment required to be paid hereunder;

b. Lessee's failure to perform any other covenant, condition, or obligation on its part to be performed, other than for a period of thirty (30) days after written notice to Lessee specifying such failure and requesting that it be remedied.

c. Breach of any material representation or warranty by lessee under this Agreement; or

d. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, or similar relief under any existing or future bankruptcy, insolvency, or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or

e. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency, or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

11.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

a. With or without terminating this Agreement, re-take possession of the Equipment and the Additional Collateral and sell, lease, or sublease the Equipment and the Additional Collateral with the net proceeds thereof to be applied to Lessee's obligations hereunder.

b. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Sections 5.05 and 7.01 hereof;

c. If Lessor is unable to repossess the Equipment or the Additional Collateral for any reason, the Equipment and the Additional Collateral shall be deemed a total loss, and Lessee shall pay to Lessor the then applicable Purchase Price as set forth in the Payment Schedule attached hereto; and

d. Whenever a default is existing, Lessor may declare all payments immediately due and payable without

presentment, demand, or notice of any kind. In addition, Lessee shall be obligated to pay all costs of collection repossession, and enforcement of rights hereunder including reasonable attorney's fees.

e. Take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment and the Additional Collateral.

11.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or nor or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XII: MISCELLANEOUS

12.01 Notices. All notices or other communications hereunder shall be shall be sufficiently given and shall be deemed given when delivered by facsimile with proof of successful transmission, by overnight courier, or when

mailed by registered mail, postage prepaid, to the parties at their respective places of business.

12.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and respective successors and assigns.

12.03 Severability. In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other portion hereof.

12.04 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute by one and the same instrument.

12.05 Power of Attorney. Lessee hereby authorizes Lessor to file IRS Form 8038-G or 8038-GC or behalf of Lessee, which provides information to the IRS on tax except leases and installment sales. Lessee hereby appoints Lessor's representative as attorney in fact solely for the purpose of signing the above referenced informational form.

12.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

12.07 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered, or modified except by written instrument signed by Lessor and Lessee. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

12.08 Forum Selection and Consent to Jurisdiction. Any litigation based hereon, arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or action of the Lessor or Lessee shall be brought and maintained exclusively in the Courts of the State of Florida or in the United States District Court Middle District of Florida.

12.09 Waiver of Jury Trial. The Lessor and the Lessee hereby knowingly, voluntarily, and intentionally waive any rights they may have to a trial by jury in respect to any

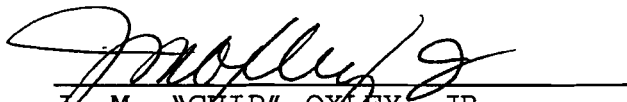
litigation based hereon, arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Lessor or the lessee. The Lessee acknowledges and agrees that it has received full and sufficient consideration for this provision and that this provision is a material inducement for the Lessor entering into this Agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

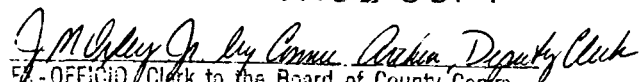
Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

h/anne/agreements/fire-truck-agmt

A CERTIFIED TRUE COPY


EX-OFFICIO Clerk to the Board of County Comm.
Nassau County, Florida

PAYMENT SCHEDULE

Lessee: Nassau County Board of County Commissioners
 Equipment: Three E-One American Eagle Pumpers

Number and frequency of payments: 8 Annual payments in advance
 Interest computed at 6.47% per annum

		<u>Payment Amount</u>	<u>Payment applied to Interest</u>	<u>Payment applied to Principal</u>	<u>Purchase Price (remaining balance)</u>
Total sales price					\$533,448.00
Trade-in allowed				0.00	533,448.00
Down payment				0.00	533,448.00
Payment	1	82,191.37	0.00	82,191.37	451,256.63
Payment	2	82,191.37	29,196.30	52,995.07	398,261.56
Payment	3	82,191.37	25,767.62	56,423.85	341,837.71
Payment	4	82,191.37	22,116.90	60,074.47	281,763.24
Payment	5	82,191.37	18,230.08	63,961.29	217,801.95
Payment	6	82,191.37	14,091.79	68,099.58	149,702.37
Payment	7	82,191.37	9,685.74	72,505.63	77,196.74
Payment	8	82,191.37	4,994.63	77,196.74	0.00
Totals		657,530.96	124,082.96	533,448.00	

Balances not paid when due shall be subject to past due interest at the rate of 18% per year of the highest rate permitted by law, whichever is less.

Interest accrues daily, at the rate indicated above, on the outstanding principal balance (listed in "Purchase price" column).

Emergency One, Inc.
 Lessor

Board of County Commissioners
 Nassau County, Florida

By: *James W. Hall*
 Title: SALES DEALER

Marianne Marshall
 MARIANNE MARSHALL
 Its: Chairman

Attest:



J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

Approved a to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

LEASE NO. 3801-001

Lessor: **EMERGENCY ONE, INC.**
1415 West 22nd Street, Suite 1100
Oak Brook, IL 60523

Lessee: **BOARD OF COUNTY COMMISSIONERS**
Post Office Box 1010
Fernandina Beach, FL 32035-1010

Contact: Walt Gossett, County Coordinator

Phone No.: 904/321-5782

QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. & all attachments)
3	Three (3) Emergency One American Eagle Super Commercial Pumpers Mounted on three (3) Spartan Advantage Chassis

Lease Term	Total Equipment Cost	Rent Due (period)	No./Amount of Rental Payments
96 Months	\$533,448.00	Annual in Arrears ADVANCE	See payment schedule Attached hereto and Made a part hereof ("Payment Schedule")

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Municipal Lease and Option Agreement (the "Agreement") referred to above, acknowledges receipt in good condition of all of the Equipment above described as of the date set forth below (the "Commencement Date") and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.


Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment" and further certifies that the location of the Equipment is as stated above unless otherwise indicated below.

Lessee unconditionally accepts the Equipment for all purposes of the Agreement as of the Commencement Date and


agrees that it will commence payments in accordance with Article V of the Agreement.

6/20/01
Commencement Date


BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


MARIANNE MARSHALL
Its: Chairman

ATTEST:


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

LESSEE: PLEASE RETAIN THIS PAGE, IF NECESSARY, FOR EXECUTION UPON ACCEPTANCE OF THE EQUIPMENT AND THEN RETURN SAME TO LESSOR.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

March 1, 2001

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Emergency One, Inc.
C/o Federal Signal Leasing
1415 West 22nd Street
Suite 1100
Oak Brook, IL 60523

RE: Municipal Lease and Option Agreement No. 3801-001
(the "Agreement")

Gentlemen:

As counsel for the Board of County Commissioners (Lessee), I have examined the above referenced original Agreement between Lessee and Emergency One, Inc., (Lessor, and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination of law and fact as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body, corporate and politic, duly organized, legally existing under the laws of the State of Florida.

2. The Agreement has been duly authorized, executed, and delivered by Lessee pursuant to constitutional, statutory, and/or home rule provision which authorized this transaction in accordance with its terms and conditions.

3. The Agreement is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

4. No litigation is pending or, to the best of my knowledge, threatened in any court or other tribunal, state

Emergency One, Inc.

March 1, 2001

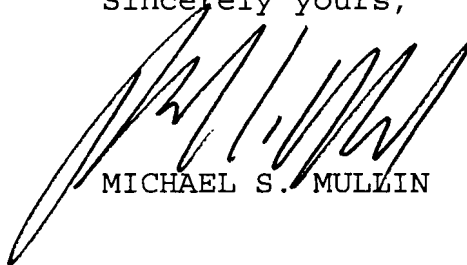
Page 2

or federal, in any way questioning or affecting the validity of the resolution or the Agreement.

5. The signature of the official of Lessee which appears on the Agreement is true and genuine; I know said official and know him/her to hold the office set forth below his/her name.

6. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and Rulings related thereto. That portion of rental payments made by Lessee during the Lease Term identified as interest, upon receipt, will not be includable as federal gross income under applicable statutes, regulations, court decisions, and rulings existing on the date of this opinion and consequently will be exempt from present federal income taxes.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael S. Mullin", written over a printed name.

MICHAEL S. MULLIN

MSM/am

Cc: Board of County Commissioners
J. M. "Chip" Oxley, Jr.
Walt Gossett

h/anne/agreements/fire-truck-opinion-letter

March 1, 2001

9:27 AM

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Nassau County Fire & Rescue		2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address) 11 North 14th St., Suite 12		Room/suite	4 Report number G 2001-
5 City, town, or post office, state, and ZIP code Fernandina Beach, FL 32034		6 Date of issue	
7 Name of issue		8 CUSIP number	
9 Name and title of officer or legal representative whom the IRS may call for more information		10 Telephone number of officer or legal representative	

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	14 451,256.63
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 N/A	\$ 451,256.63	\$ N/A	7 years	6.47 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23 451,256.63
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 451,256.63

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	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called	_____
34 Enter the date(s) the refunded bonds were issued	_____

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

Signature of issuer's authorized representative: *[Signature]* Date: *6/27/01* Type or print name and title: *R. Racic authorized rep*

MUNICIPAL LEASE AND OPTION CONTRACT

THIS AGREEMENT entered into this 26th day of February, 2001, by and between **EMERGENCY ONE, INC.**, 1415 West 22nd Street, Suite 1100, Oak Brook, IL 60523, hereinafter referred to as "Lessor", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, Post Office Box 1010, Fernandina Beach, FL 32035-1010, hereinafter referred to as "Lessee".

FOR and IN CONSIDERATION of the mutually agreed upon consideration, the Lessor hereby leases to the Lessee the Equipment for the purposes and upon the following terms and conditions listed herein:

QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. & all Attachments)		
3	Three (3) Emergency One American Eagle Super Commercial Pumps Mounted on Three (3) Spartan Advantage Chassis		
Lease Term	Total Equipment Cost	Rent Due (Period)	No./Amount of Rental Payments
96 Months	\$533,448.00	Annually in Arrears	See payment schedule attached hereto and made a part hereof ("Payment Schedule")

ARTICLE I: COVENANTS OF LESSEE

Lessee represents, covenants and warrants, for the benefit of Lessor as follows:

1. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State of Florida ("State").

2. Lessee has been duly authorized to execute, deliver, and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants, and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, Lessee shall cause to be executed an opinion of its counsel in a form acceptable to Lessor.

3. During the term of this Agreement, the Equipment will be used by lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

4. The Equipment is, and shall remain during the period the Agreement is in force, personal property, and when subject to use by lessee under this Agreement, will not be or become fixtures.

ARTICLE II: DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

1. "Lease Term" means the Original Term defined in Article III hereof and a sufficient number of automatic Renewal Terms as will constitute the number of months set forth herein.

2. "Lessor" means the Board of County Commissioners of Nassau County, Florida.

3. "Purchase Price" means the amount set forth in the Payment Schedule attached to this Agreement and subject to the terms of Article IX which Lessee may, at its option, pay to Lessor in order to purchase the Equipment.

4. "Renewal Term(s)" means the automatic renewal periods of this Agreement, each have a duration of one (1) year coterminous with lessee's fiscal year except the last of such automatic renewal periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that Rent Payments shall be as provided in the Payment Schedule.

5. "Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer.

ARTICLE III: COMMENCEMENT OF LEASE TERM

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and

shall terminate the last day of Lessee's then current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the lessee gives written notice to Lessor not less than ninety (90) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Article V as the case may be.

ARTICLE IV: INSPECTION

Lessor shall have the right at all reasonable times to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: RENT PAYMENTS

5.01 - Rent Payment to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments hereunder 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 or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or monies of Lessee. Neither the Lessee, the State of Florida, nor any

political subdivision thereof shall be obligated to pay any sums due to Lessor hereunder from AD VALOREM taxes.

5.02 Payment of Rent Payments. Lessee shall pay Rent Payments, exclusively from legally available funds to Lessor in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Rent Payment is paid as, and represents payment of, interest and principal, respectively. Any amounts not paid when due shall be subject to past due interest at a rate of 18% per annum or the highest rate permitted by law, whichever is lower. Notwithstanding any other provision of the agreement and under any and all circumstances, Lessee is obligated to pay interest to Lessor on the purchase price (remaining balance) at the per annum rate specified in this Agreement for each day this Agreement remains in effect.

5.03 Rent Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of Rent Payments and other payments required under this Agreement shall be absolute and unconditional. Lessee shall make all such payments when due and shall not withhold, set off, abate, or counter claim any such payment as a result of any dispute, whether between Lessor and Lessee or otherwise (including, but not limited to,

disputes concerning alleged or actual defects, malfunctions, breakdowns, or infirmities of the Equipment).

5.04 Continuation of Lease Term by Lessee. Lessee intends to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rent Payments hereunder. Lessee further intends to do all things lawfully within its power to obtain funds from which Rent Payments may be made, including making a provision for such payments to the extent necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Rent Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rent Payments from other sources, the Lessee may terminate this Agreement at the end of the Original Term or the then current Renewal Term, and Lessee shall not be obligated to make payment of the Rent Payments provided for in the Agreement beyond the Original term of the Renewal Term, whichever is the current term, provided the Lessee

terminates the Agreement on the anniversary date of its Commencement Date and Lessee delivers notice to Lessor of such termination at least ninety (90) days prior to the end of the Original Term or the then current Renewal Term. In the event of termination of this Agreement on other than an anniversary of the Commencement Date, a pro-rata Rent Payment will be due covering the period of time between the last scheduled payment date and the termination date. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. In such event, and to the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of equipment similar to the Equipment subject to this Agreement.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST

6.01 Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements, or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Sections 11.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in

Lessor, and Lessee will, upon Lessor's request, reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes, and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or non-appropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any certificate of title, bill of sale, document, instrument, invoice, freight bill, bill of lading, or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

6.02 Security Interest. Lessee does not grant a security interest in the equipment to Lessor.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; INSURANCE

7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order, and condition.

7.02 Taxes, Other Governmental Charges, and Utility Charges. In the event the use, possession, acquisition ownership, or transfer of the Equipment is subject to

taxation in any form (except for income taxes of Lessor), Lessee shall pay as the same respectively come due, all such taxes and other governmental charges of any kind whatsoever that may, at any time, be assessed or levied against or with respect to the use, possession, acquisition, ownership or transfer of the Equipment pursuant to this Agreement.

7.03 Insurance. At its own expense and at all times during the Lease Term, Lessee shall maintain casualty, public liability, and property damage insurance on the Equipment (or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment) sufficient to protect the Full Insurable Value (meaning the full replacement value of the Equipment if purchased new or the then applicable Purchase Price, whichever is greater), and to protect Lessor from any and all liability related to the Equipment. Upon the request of Lessor, Lessee shall furnish to Lessor insurance certificates and such other material as necessary to fulfill Lessee's satisfaction of its insurance obligations as set forth in this Section 7.03. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but also other properties; provided, however, that the

aforementioned insurance requirements are satisfied. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance policies shall name Lessee and Lessor as assureds and loss payees according to their respective interests in the Equipment and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor in the event of cancellation or expiration.

ARTICLE VIII: DISCLAIMER OF WARRANTIES

The Equipment covered by the regular printed warranty, if any, of the Manufacturer, Lessee acknowledges and agrees that the Manufacturer's warranty provides Lessee with its sole and exclusive warranty rights and that Lessor has not made any warranty or representation with respect to the Equipment, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

ARTICLE IX: OPTION TO PURCHASE

Provided Lessee has made all payments owed pursuant to Section 5.02 and is not in default hereunder, Lessee may, upon giving Lessor not less than ninety (90) days prior written notice, elect to purchase all, but not less than all, of the Equipment on any annual anniversary of the

Commencement Date for the applicable Purchase Price as set forth in the Payment Schedule attached hereto, which amount shall be due and payable on the day following the annual anniversary of the Commencement Date.

ARTICLE X: ASSIGNMENT; SUBLEASING; AND INDEMNIFICATION

10.01 No Sale, Assignment, or Subleasing by Lessee.

This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, transferred, or encumbered by Lessee.

10.02 Assignment by Lessor. This Agreement, and the obligation of Lessee to make payments hereunder, are not assignable, salable, or transferable by Lessor, in whole or in part.

10.03 Indemnification Covenants. To the extent permitted by the laws and Constitution of the State in which Lessee is located, Lessee shall protect, hold harmless, and indemnify Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, attorney's fees and expenses, penalties and interest arising out of or as a result of Lessee or its employees' or agents' negligence with regard to the Equipment. The indemnification arising under this paragraph shall continue

in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

ARTICLE XI: EVENTS OF DEFAULT AND REMEDIES

11.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

a. Failure by Lessee to timely pay any payment required to be paid hereunder;

b. Lessee's failure to perform any other covenant, condition, or obligation on its part to be performed, other than for a period of thirty (30) days after written notice to Lessee specifying such failure and requesting that it be remedied.

c. Breach of any material representation or warranty by lessee under this Agreement; or

d. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, or similar relief under any existing or future bankruptcy, insolvency, or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or

e. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency, or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

11.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

a. With or without terminating this Agreement, re-take possession of the Equipment and the Additional Collateral and sell, lease, or sublease the Equipment and the Additional Collateral with the net proceeds thereof to be applied to Lessee's obligations hereunder.

b. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Sections 5.05 and 7.01 hereof;

c. If Lessor is unable to repossess the Equipment or the Additional Collateral for any reason, the Equipment and the Additional Collateral shall be deemed a total loss, and Lessee shall pay to Lessor the then applicable Purchase Price as set forth in the Payment Schedule attached hereto; and

d. Whenever a default is existing, Lessor may declare all payments immediately due and payable without

presentment, demand, or notice of any kind. In addition, Lessee shall be obligated to pay all costs of collection repossession, and enforcement of rights hereunder including reasonable attorney's fees.

e. Take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment and the Additional Collateral.

11.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or nor or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XII: MISCELLANEOUS

12.01 Notices. All notices or other communications hereunder shall be shall be sufficiently given and shall be deemed given when delivered by facsimile with proof of successful transmission, by overnight courier, or when

mailed by registered mail, postage prepaid, to the parties at their respective places of business.

12.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and respective successors and assigns.

12.03 Severability. In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other portion hereof.

12.04 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute by one and the same instrument.

12.05 Power of Attorney. Lessee hereby authorizes Lessor to file IRS Form 8038-G or 8038-GC or behalf of Lessee, which provides information to the IRS on tax except leases and installment sales. Lessee hereby appoints Lessor's representative as attorney in fact solely for the purpose of signing the above referenced informational form.

12.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

12.07 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered, or modified except by written instrument signed by Lessor and Lessee. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

12.08 Forum Selection and Consent to Jurisdiction. Any litigation based hereon, arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or action of the Lessor or Lessee shall be brought and maintained exclusively in the Courts of the State of Florida or in the United States District Court Middle District of Florida.

12.09 Waiver of Jury Trial. The Lessor and the Lessee hereby knowingly, voluntarily, and intentionally waive any rights they may have to a trial by jury in respect to any

litigation based hereon, arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Lessor or the lessee. The Lessee acknowledges and agrees that it has received full and sufficient consideration for this provision and that this provision is a material inducement for the Lessor entering into this Agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

h/anne/agreements/fire-truck-agmt

LEASE NO. 3801-001

Lessor: **EMERGENCY ONE, INC.**
1415 West 22nd Street, Suite 1100
Oak Brook, IL 60523

Lessee: **BOARD OF COUNTY COMMISSIONERS**
Post Office Box 1010
Fernandina Beach, FL 32035-1010

Contact: Walt Gossett, County Coordinator

Phone No.: 904/321-5782

QUANTITY	EQUIPMENT DESCRIPTION	(Include Make, Model, Serial No. & all attachments)
3	Three (3) Emergency One American Eagle Super Commercial Pumpers Mounted on three (3) Spartan Advantage Chassis	

Lease Term	Total Equipment Cost	Rent Due (period)	No./Amount of Rental Payments
96 Months	\$533,448.00	Annual in Arrears Advance	See payment schedule Attached hereto and Made a part hereof ("Payment Schedule")

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Municipal Lease and Option Agreement (the "Agreement") referred to above, acknowledges receipt in good condition of all of the Equipment above described as of the date set forth below (the "Commencement Date") and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment" and further certifies that the location of the Equipment is as stated above unless otherwise indicated below.

Lessee unconditionally accepts the Equipment for all purposes of the Agreement as of the Commencement Date and

agrees that it will commence payments in accordance with Article V of the Agreement.

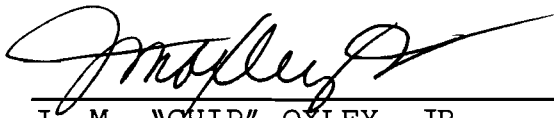
6-20-01
Commencement Date

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



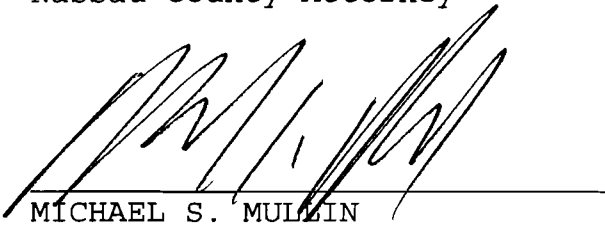
MARIANNE MARSHALL
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLEN

LESSEE: PLEASE RETAIN THIS PAGE, IF NECESSARY, FOR EXECUTION UPON ACCEPTANCE OF THE EQUIPMENT AND THEN RETURN SAME TO LESSOR.

PAYMENT SCHEDULE

Lessee: Nassau County Board of County Commissioners
 Equipment: Three E-One American Eagle Pumps

Number and frequency of payments: 8 Annual payments in advance
 Interest computed at 6.47% per annum

	<u>Payment</u>	<u>Payment applied to</u>		<u>Purchase</u>
	<u>Amount</u>	<u>Interest</u>	<u>Principal</u>	<u>Price</u>
				<u>(remaining</u>
				<u>balance</u>
Total sales price				\$533,448.00
Trade-in allowed			0.00	533,448.00
Down payment			0.00	533,448.00
Payment 1	82,191.37	0.00	82,191.37	451,256.63
Payment 2	82,191.37	29,196.30	52,995.07	398,261.56
Payment 3	82,191.37	25,767.62	56,423.85	341,837.71
Payment 4	82,191.37	22,116.90	60,074.47	281,763.24
Payment 5	82,191.37	18,230.08	63,961.29	217,801.95
Payment 6	82,191.37	14,091.79	68,099.58	149,702.37
Payment 7	82,191.37	9,685.74	72,505.63	77,196.74
Payment 8	82,191.37	4,994.63	77,196.74	0.00
Totals	657,530.96	124,082.96	533,448.00	

Balances not paid when due shall be subject to past due interest at the rate of 18% per year of the highest rate permitted by law, whichever is less.

Interest accrues daily, at the rate indicated above, on the outstanding principal balance (listed in "Purchase price" column).

Emergency One, Inc.
 Lessor

Board of County Commissioners
 Nassau County, Florida

By: *[Signature]*
 Title: Sales Dealer

[Signature]
 MARIANNE MARSHALL
 Its: Chairman

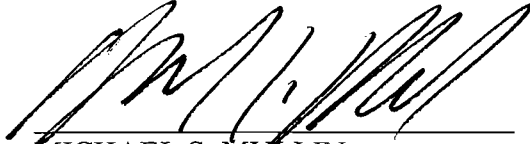
Attest:



J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

Approved a to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

FLORIDA SALES/USE TAX EXEMPTION CERTIFICATE

S.O. No. 123551	Sales Administrator: Tangi Rouse
Seller: Emergency One, Inc. Dealer: Hall-Mark Fire Apparatus, Inc. Dealer No.: 209198	Purchaser: Nassau County Brd of Comm Address: 11 N. 14 th St, Suite 12 Address: Fernandina Beach, FL 32034
Unit Type: VA34 Super Commercial Chassis Type: Spartan Chassis Chassis Serial #: 4S7HT23921C039042	Purchase Price: <p style="text-align: right; margin: 0;">\$ 177,816.00</p>

The Sale is Exempt as:

- () Sales to U.S. Government, Municipality or Volunteer
- () Sale to Florida Dealer
For Re-sale
Dealer's Florida Sales Tax Registration# _____
- () Sales to Non-resident purchaser delivered outside Florida or in-state delivery to non-resident dealer for re-sale
outside Florida - Purchaser should sign and execute affidavit:

Indicate whether:

- () Non-Resident Purchaser Dealer Sales Tax
() Non-Resident Dealer Registration # _____
State of: _____

Affidavit

Authorized purchaser signature:  Date 6-21-01
Name and Title _____

J. M. "Chip" Oxley, Jr.
Clerk to the Board of County Commissioners
Nassau County, Florida

NOTARIZATION

State of: _____
County of: _____

Before me, the undersigned, personally appeared the individual whose name and address is shown above, and after being duly sworn, certified that he is a) the purchaser of the motor vehicle delivered outside the State of Florida, or b) dealer for re-sale outside of Florida and that the motor vehicle hereon will not be used in Florida under conditions which will subject said motor vehicle to the State of Florida sales or use tax.

Subscribed to and Sworn before me this _____ day of _____, 19_____.

Notary Public

PLEASE RETURN SIGNED FORM TO: EMERGENCY ONE, INC.
ATTN: FINANCE DEPARTMENT
P.O. BOX 2710
OCALA, FL 34474

FET EXEMPTION CERTIFICATE

S.O. No. 123551	Sales Administrator: Tangi Rouse
Seller: Emergency One, Inc. Dealer: Hall-Mark Fire Apparatus, Inc. Dealer No.: 209198	Purchaser: Nassau County Brd of Comm Address: 11 N. 14 th St, Suite 12 Address: Fernandina Beach, FL 32034
Unit Type: VA34 Super Commercial Chassis Type: Spartan Chassis Chassis Serial #: 4S7HT23921C039042	Purchase Price: \$ 177,816.00

The Sale is Exempt as:

- () GVW is not greater than 33,000 lbs.
Indicate GVW _____
- () This vehicle is built on a Custom Fire Truck Chassis
- () Sale to Dealers Registered for Tax Free Purchases
Dealer's Name _____
Registration # _____ **MUST BE COMPLETED**
A copy of the Dealer's Form 637 approved by IRS must be on file.
- () Sale for Export (Sec. 4221 (a)(21))
Proof of export, Bill of Lading or other documentation must be in file.
- () Certain U.S. Government Sales approved for tax exemption by Secretary of Treasury (Section 4293). Copy of approved letter must be obtained from purchaser.
- () Sales to State and Local Governments, Municipalities or Volunteers (Sec. 4221 (a)(4)). Purchaser must sign and execute:

I certify that I am J. M. "Chip" Oxley, Jr., Clerk of Nassau County
Name and Title Purchasing Municipality

And that I am authorized to execute this certificate and that the vehicle described above will be purchased for the exclusive use of Nassau County, Florida.

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to State, etc. is limited to the sale of articles purchased for its exclusive use. I understand that the fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

Signature 
Address 191 Nassau Place, Yulee, Florida 32097

This certificate applies to () Body () Chassis or () both.

PLEASE RETURN SIGNED FORM TO: EMERGENCY ONE, INC.
ATTN: FINANCE DEPARTMENT
P.O. BOX 2710
OCALA, FL 34474

FLORIDA SALES/USE TAX EXEMPTION CERTIFICATE

S.O. No. 123550	Sales Administrator: Tangi Rouse
Seller: Emergency One, Inc. Dealer: Hall-Mark Fire Apparatus, Inc. Dealer No.: 209198	Purchaser: Nassau County Brd of Comm Address: 11 N. 14 th St, Suite 12 Address: Fernandina Beach, FL 32034
Unit Type: VA34 Super Commercial Chassis Type: Spartan Chassis Chassis Serial #: 4S7HT23981C039014	Purchase Price: \$ 177,816.00

The Sale is Exempt as:

- Sales to U.S. Government, Municipality or Volunteer
- Sale to Florida Dealer
For Re-sale
Dealer's Florida Sales Tax Registration# _____
- Sales to Non-resident purchaser delivered outside Florida or in-state delivery to non-resident dealer for re-sale outside Florida - Purchaser should sign and execute affidavit:

Indicate whether:

- Non-Resident Purchaser
 - Non-Resident Dealer
- Dealer Sales Tax
Registration # _____
State of: _____

Affidavit

Authorized purchaser signature: Date 6-21-01

Name and Title
J. M. "Chip" Oxley, Jr.
Clerk to the Board of County Commissioners
Nassau County, Florida

NOTARIZATION

State of: _____
County of: _____

Before me, the undersigned, personally appeared the individual whose name and address is shown above, and after being duly sworn, certified that he is a) the purchaser of the motor vehicle delivered outside the State of Florida, or b) dealer for re-sale outside of Florida and that the motor vehicle hereon will not be used in Florida under conditions which will subject said motor vehicle to the State of Florida sales or use tax.

Subscribed to and Sworn before me this _____ day of _____, 19 _____.

Notary Public

PLEASE RETURN SIGNED FORM TO: EMERGENCY ONE, INC.
ATTN: FINANCE DEPARTMENT
P.O. BOX 2710
OCALA, FL 34474

FET EXEMPTION CERTIFICATE

S.O. No. 123550	Sales Administrator: Tangi Rouse
Seller: Emergency One, Inc. Dealer: Hall-Mark Fire Apparatus, Inc. Dealer No.: 209198	Purchaser: Nassau County Brd of Comm Address: 11 N. 14 th St, Suite 12 Address: Fernandina Beach, FL 32034
Unit Type: VA34 Super Commercial Chassis Type: Spartan Chassis Chassis Serial #: 4S7HT23981C039014	Purchase Price: <b style="text-align: right;">\$ 177,816.00

The Sale is Exempt as:

- () GVW is not greater than 33,000 lbs.
Indicate GVW _____
- () This vehicle is built on a Custom Fire Truck Chassis
- () Sale to Dealers Registered for Tax Free Purchases
Dealer's Name _____
Registration # _____ **MUST BE COMPLETED**
A copy of the Dealer's Form 637 approved by IRS must be on file.
- () Sale for Export (Sec. 4221 (a)(21))
Proof of export, Bill of Lading or other documentation must be in file.
- () Certain U.S. Government Sales approved for tax exemption by Secretary of Treasury (Section 4293). Copy of approved letter must be obtained from purchaser.
- () Sales to State and Local Governments, Municipalities or Volunteers (Sec. 4221 (a)(4)). Purchaser must sign and execute:

I certify that I am J. M. "Chip" Oxley, Jr., Clerk Nassau County
Name and Title Purchasing Municipality
 And that I am authorized to execute this certificate and that the vehicle described above will be purchased for the exclusive use of Nassau County, Florida.

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to State, etc. is limited to the sale of articles purchased for its exclusive use. I understand that the fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

Signature X 
 Address 191 Nassau Place, Yulee, Florida 32097

This certificate applies to () Body () Chassis or () both.

PLEASE RETURN SIGNED FORM TO: EMERGENCY ONE, INC.
 ATTN: FINANCE DEPARTMENT
 P.O. BOX 2710
 OCALA, FL 34474

FET EXEMPTION CERTIFICATE

S.O. No. 123549	Sales Administrator: Tangi Rouse
Seller: Emergency One, Inc. Dealer: Hall-Mark Fire Apparatus, Inc. Dealer No.: 209198	Purchaser: Nassau County Brd of Comm Address: 11 N. 14 th St, Suite 12 Address: Fernandina Beach, FL 32034
Unit Type: VA34 Super Commercial Chassis Type: Spartan Chassis Chassis Serial #: 4S7HT23901C039007	Purchase Price: <p style="text-align: right; margin: 0;">\$ 177,816.00</p>

The Sale is Exempt as:

- () GVW is not greater than 33,000 lbs.
Indicate GVW _____
- () This vehicle is built on a Custom Fire Truck Chassis
- () Sale to Dealers Registered for Tax Free Purchases.
Dealer's Name _____
Registration # _____ **MUST BE COMPLETED**
A copy of the Dealer's Form 637 approved by IRS must be on file.
- () Sale for Export (Sec. 4221 (a)(21))
Proof of export, Bill of Lading or other documentation must be in file.
- () Certain U.S. Government Sales approved for tax exemption by Secretary of Treasury (Section 4293). Copy of approved letter must be obtained from purchaser.
- () Sales to State and Local Governments, Municipalities or Volunteers (Sec. 4221 (a)(4)). Purchaser must sign and execute:

I certify that I am J. M. "Chip" Oxley, Jr., Clerk of Nassau County
Name and Title Purchasing Municipality

And that I am authorized to execute this certificate and that the vehicle described above will be purchased for the exclusive use of Nassau County, Florida.

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to State, etc. is limited to the sale of articles purchased for its exclusive use. I understand that the fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

Signature 
Address 191 Nassau Place, Yulee, Florida 32097

This certificate applies to () Body () Chassis or () both.

PLEASE RETURN SIGNED FORM TO: EMERGENCY ONE, INC.
ATTN: FINANCE DEPARTMENT
P.O. BOX 2710
OCALA, FL 34474

FLORIDA SALES/USE TAX EXEMPTION CERTIFICATE

S.O. No. 123549	Sales Administrator: Tangi Rouse
Seller: Emergency One, Inc. Dealer: Hall-Mark Fire Apparatus, Inc. Dealer No.: 209198	Purchaser: Nassau County Brd of Comm Address: 11 N. 14 th St, Suite 12 Address: Fernandina Beach, FL 32034
Unit Type: VA34 Super Commercial Chassis Type: Spartan Chassis Chassis Serial #: 4S7HT23901C039007	Purchase Price: \$ 177,816.00


The Sale is Exempt as:

- Sales to U.S. Government, Municipality or Volunteer
- Sale to Florida Dealer
For Re-sale
Dealer's Florida Sales Tax Registration# _____
- Sales to Non-resident purchaser delivered outside Florida or in-state delivery to non-resident dealer for re-sale outside Florida - Purchaser should sign and execute affidavit:

Indicate whether:

- Non-Resident Purchaser Dealer Sales Tax
- Non-Resident Dealer Registration # _____
- State of: _____

Affidavit

Authorized purchaser signature:  Date 6-21-01
 Name and Title J. M. "Chip" Oxley, Jr.
 Clerk to the Board of County Commissioners
 Nassau County, Florida

NOTARIZATION

State of: _____
 County of: _____

Before me, the undersigned, personally appeared the individual whose name and address is shown above, and after being duly sworn, certified that he is a) the purchaser of the motor vehicle delivered outside the State of Florida, or b) dealer for re-sale outside of Florida and that the motor vehicle hereon will not be used in Florida under conditions which will subject said motor vehicle to the State of Florida sales or use tax.

Subscribed to and Sworn before me this _____ day of _____, 19____.

 Notary Public

PLEASE RETURN SIGNED FORM TO: EMERGENCY ONE, INC.
 ATTN: FINANCE DEPARTMENT
 P.O. BOX 2710
 OCALA, FL 34474

TO: FINANCE

CHECK REQUEST
Nassau Co Coordinator's Office

DATE: June 18, 2001

PAY TO: Emergency One, Inc.

ACCOUNT #

04223522-564001

AMOUNT: \$ 82,191.37

EXPLANATION: 1st lease payment for three E-One American Eagle Puffers

Lease # 3801-001

FORWARD CHECK TO: J. M. Oxley, Jr., Clerk

Coordinator's Office

REQUESTED BY: 

APPROVAL: 