



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

May 22, 2001

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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Bruce Barefoot
SunTrust Bank
200 West Forsyth Street
Jacksonville, Florida 32202

Dear Mr. Barefoot:

Enclosed is the executed Line of Credit Commitment reducing the County's existing Line of Credit from \$20M to \$7M with reduced rate to 45% of Prime, floating and extending the maturity date for two years. The Nassau County Board of County Commissioners approved the document at a regular session held May 21, 2001.

Should you have any questions or comments, please call me.

Sincerely,

Jm Oxley, Jr. Clerk
by J. Bradley, DC

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

/ca

xc: Mitch Owens
Irv Weinstein, Esq.
Michael Mullin, Esq.

SunTrust Bank
200 West Forsyth Street
Jacksonville, Florida 32202

Phone 904/632-2561
Fax 904/632-2874

Internal Mail Code
FL-Jax 1022

FACSIMILE TRANSMITTAL

To: Chip Oxley **Fax:** 904/321-5795
Mitch Owens 355-0201
Mike Mullin 904/491-3618
Irv Weinstein 396-0663

From: Bruce Barefoot **Date:** 5/8/01

Re: \$7MM Line of Credit **Pages:** 4 (includes cover sheet)

CC: Scott Keith **Tele:** 904/632-2630

Urgent For Review Please Comment Please Reply Please Recycle

I am pleased to attach SunTrust Bank's \$7MM Line of Credit Commitment. A simple amendment to existing \$20MM Line of Credit dated 5/22/00 is all that is needed and would basically include:

1. Amount: reduced to \$7MM
2. Rate: reduced to 45% of Prime, floating and
3. Maturity: extended for two years .

We are very pleased to accommodate the County with this facility and look forward to closing the required documents in the very near future. Please let me know if there are questions, comments or concerns regarding this commitment tomorrow since I will be out of pocket with my impending surgery. Irv Weinstein is prepared to handle the documentation with Mike Mullin, so I don't foresee any problems. Scott Keith will sign on behalf of the bank in my absence. Original commitment letter will be overnighted to Chip.

Thanks, Bruce

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**Nassau County
Line of Credit Commitment
Terms and Conditions
May 8, 2001**

**Borrower/
Issuer:** *Nassau County, Florida*

Bank: *SunTrust Bank*

Amount: *A line of credit for up to \$7,000,000.00.*

Maturity: *Up to two years from closing.*

Purpose: *To provide interim financing (bond anticipation note) for eligible projects approved by the Nassau County Board of Commissioners.*

Security: *Covenant to budget and appropriate of legally available non-ad valorem revenues.*

Rate/Fees: *Bank qualified tax exempt floating rate of 45% of Bank's Prime Rate. As of 5/8/01, this rate was 3.375%p.a. The Prime Rate on 5/8/01 was 7.50% p.a.*

Closing Date: *On or before May 31, 2001.*

Acceptance: *This Commitment to Nassau County will expire on May 31, 2001. Please acknowledge acceptance by signing and returning the attached copy of this commitment to the Bank on or before the expiration date.*

Conditions:

A) Legal documentation will be prepared in form and substance satisfactory to the Borrower/Issuer and Bank. Such documentation will be prepared by Irvin M. Weinstein of the law firm Rogers, Towers, Bailey, Jones and Gay of Jacksonville. Legal fees for the preparation of the documentation shall be for the account of the Bank.

B) A written opinion from the Borrower/Issuer's counsel, in form and substance acceptable to the Bank and its counsel, that all documents are valid, binding and enforceable in accordance with their terms, that the execution and delivery of said documents has been duly authorized, and addresses such other matters as the Bank and its counsel deem appropriate, including but not limited to the

certification by the Board of County Commissioners that the projects to be financed hereunder are for "essential purposes" and of vital importance to the Borrower.

C) The tax exempt interest rate quoted herein takes into consideration a corporate tax rate of 35%. In the event of a change in the maximum corporate tax rate, the Bank shall have the right to adjust the interest rate in order to maintain the same after tax yield.

D) With respect to the Line of Credit, the interest rate quoted herein assumes the obligation is a "bank qualified tax exempt obligation" as defined in Section 265(b)(3) of the Internal Revenue Service Code of 1986, as amended. If such borrowings hereunder are not tax exempt obligations, then the rate shall be adjusted to provide the Bank with the same after tax yield.

E) The Bank shall have the right to adjust the tax exempt interest rate in order to maintain the same after tax yield if any amendments to existing law are enacted which would adversely affect the Bank's after tax yield including any "determination of taxability" as will be defined in the loan documentation.

F) The Borrower/Issuer may secure additional debt pursuant to the terms and conditions of the Nassau County, Florida Public Improvement Revenue Bonds, Series 2001.

G) Borrower/Issuer shall submit annual audited financial statements within 150 days of fiscal year end, annual budgets within 30 days of adoption and any other information the Bank may reasonably request.

Respectfully submitted this 8th day of May, 2001

SunTrust Bank

By: 

*Bruce L. Barefoot
Senior Vice President*

Agreed to and accepted this 21st day of May, 2001
Board of County Commissioners
Nassau County, Florida

By: Marianne Marshall
Its: Chairman

Attest:

J.M. Oxley, Jr.
J.M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney.

Michael S. Mullin
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