

ECONOMIC DEVELOPMENT GRANT INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of August, 2013 by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Vystar Credit Union, hereinafter referred to as "APPLICANT" pursuant to Section 125.045 Florida Statutes and Chapter 1, Article X Sec. 1-181 ff of Nassau County, Florida, Code of Ordinances.

WHEREAS, COUNTY has been advised that APPLICANT has met all of the requirements for participation in COUNTY's Economic Development Grant Incentive Program as provided in Section 1-181 of the Code of Ordinances;

NOW THEREFORE, in consideration for the mutual promises and AGREEMENTs contained herein, and other valuable and good consideration, COUNTY and APPLICANT agree as follows:

1.0 **PARTIES:** The parties and their respective addresses for purposes of this AGREEMENT are as follows:

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA
96135 NASSAU PLACE, SUITE 1
YULEE, FLORIDA 32097
FAX NUMBER: (904) 321-5784**

**VYSTAR CREDIT UNION
4949 BLANDING BOULEVARD
JACKSONVILLE, FLORIDA 32210
FAX NUMBER: (904) 908-2485**

2.0 **ADMINISTRATORS:**

The County's AGREEMENT Administrator is:

Ted Selby, County Manager

The APPLICANT's AGREEMENT Administrator is:

Rich Alfirevic

All approvals and notifications referenced in this AGREEMENT must be obtained in writing from the parties' AGREEMENT Administrators or their duly authorized designees.

3.0 **TERM:** The term of this AGREEMENT shall commence upon the date of execution of this AGREEMENT, and continue through the entire period of APPLICANT's eligibility as provided in Section 1-183 of the Code of Ordinances, unless terminated prior to that time as provided for in this AGREEMENT.

4.0 **ECONOMIC DEVELOPMENT GRANT APPLICANT DESCRIPTION:**

(a) The Economic Development Grant APPLICANT is, or will be, an operating unit of Vystar Credit Union, operating in Callahan, Florida. The operating unit is identified for Florida unemployment compensation purposes under the unit name of Vystar Credit Union.

(b) The Economic Development Grant APPLICANT understands and agrees that the requirements in Paragraphs 7.0 and 8.0 of this AGREEMENT pertain only to the project described in Paragraph 5.0(a) of this AGREEMENT for the business unit described in 4.0(a) of this AGREEMENT.

5.0 **PROJECT DESCRIPTION AND AWARD CONDITIONS**

(a) This project includes the construction, furnishing and operation of a stand-alone branch banking facility to be located on property owned by the APPLICANT at 542273 US Highway 1, Callahan, FL 32011 (Parcel No. 29-2N-25-3160-0002-0010). The project is more fully described in the General Project Overview which is attached as "Exhibit A" to this AGREEMENT.

(b) In order to remain qualified for the Economic Development Grant Incentive authorized in this AGREEMENT and to avoid sanctions, the APPLICANT must meet the following performance measures:

The new capital investment (the "eligible investment") that the APPLICANT will be dedicating to this project is at least one million dollars (\$1 million) for the construction, equipping, and furnishing of the branch banking facility. The APPLICANT will complete this new capital investment by December 31, 2014 and remain the owner of the property and business. If APPLICANT fails to complete the new capital investment by December 31, 2014 due to factors outside of its control, COUNTY and APPLICANT will mutually agree in writing, by Amendment to this AGREEMENT, to an acceptable 2015 completion date.

(c) This project qualifies as a "Tier One" project under the Economic Development Grant Incentive program.

(1) The APPLICANT may, over a five year period, receive a grant, the amount of which is indexed to the amount of property taxes paid on the incremental increase in value resulting from the eligible investment.

(2) The assessed value of the property for the tax year immediately preceding the year in which the eligible investment is made will be the "base year assessed value" for the project.

(3) The Nassau County Property Appraiser will assess the value of the property for the year in which the eligible investment is made. The difference between that value and the base year assessed value (the "increment") will be the amount subject to the economic development grant. The dollar amount subject to the economic development grant shall be determined by multiplying the increment times the county-wide millage set annually by the Board of County Commissioners.

(4) The five-year period of eligibility will begin with the tax year in which the assessed value reflects the total value of the eligible investment.

(i) In the first year of eligibility, the APPLICANT may apply for and receive a grant equal to one hundred percent (100%) of the dollar amount of taxes subject to the economic development grant.

(ii) In the second year of eligibility, the APPLICANT may apply for and receive a grant equal to eighty percent (80%) of the dollar amount of taxes subject to the economic development grant.

(iii) In the third year of eligibility, the APPLICANT may apply for and receive a grant equal to sixty percent (60%) of the dollar amount of taxes subject to the economic development grant.

(iv) In the fourth year of eligibility, the APPLICANT may apply for and receive a grant equal to forty percent (40%) of the dollar amount of taxes subject to the economic development grant.

(v) In the fifth year of eligibility, the APPLICANT may apply for and receive a grant equal to twenty percent (20%) of the dollar amount of taxes subject to the economic development grant.

(vi) After the fifth year of eligibility, the program will expire.

(d) The APPLICANT must file an economic development grant application form, available from the Nassau County Economic Development Board (NCEDB), annually during the period of eligibility. All Nassau County *ad valorem* taxes for the grant year must be paid before applying for the economic development grant. The application form must be filed with NCEDB by mail or electronically within sixty (60) days of the APPLICANT's payment of *ad valorem* taxes for the grant year. The application form shall be sent to:

Nassau County Economic Development Board
76346 William Burgess Boulevard
Yulee, FL 32097
admin@expandinnassau.com

(e) Performance measures identified in Section (b), above, must be maintained by the APPLICANT for the entire period of grant eligibility in order to receive the full amount of the annual grant. The COUNTY may adjust actual awards accordingly if performance measures are not achieved or maintained.

(f) The economic development grant shall not be deemed to constitute a debt, liability, or obligation of the county or of the State of Florida or any political subdivision thereof within

the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the county or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided for that purpose. The COUNTY shall not be obligated to pay the economic development grant or any installment thereof except from the non-*ad valorem* revenues or other legally available funds provided for that purpose, that neither the faith and credit nor the taxing power of the county or of the State of Florida or any political subdivision thereof is pledged to the payment of the economic development grant or any installment thereof, and that the APPLICANT, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the *ad valorem* taxing power of the county or the State of Florida or any political subdivision thereof for the payment of the economic development grant or any installment thereof.

6.0 **NOTICES:** All notices pertaining to this AGREEMENT are in effect upon receipt by either party, shall be in writing and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth for the respective parties shall be the place where notices shall be sent, unless prior written notice of change of address is given.

7.0 **DUTIES OF THE APPLICANT:** APPLICANT agrees that to qualify and remain qualified for the economic development grant incentive authorized under this AGREEMENT, APPLICANT must:

(a) Undertake the project and meet the performance measures as specified in this AGREEMENT.

(b) Notify COUNTY in writing of any material developments that impact the implementation or operation of this AGREEMENT or the project that this AGREEMENT covers. Such material developments will include, but not be limited to: announcements with regard to the project, cancellation of the project, or change in ownership of the APPLICANT.

(c) Maintain personnel and financial records and reports related to the jobs, wages, and cumulative investment that are the subject of this AGREEMENT and submit reports to COUNTY as requested.

8.0 **TERMINATION:**

(a) This AGREEMENT may be terminated by COUNTY upon failure of the APPLICANT to comply with any material term or condition of this AGREEMENT or a decision by the APPLICANT either not to proceed with the project defined in Paragraph 5.0(a) of this AGREEMENT or to proceed with that project in a location outside of Nassau County, Florida.

(b) A termination will result in the loss of eligibility for receipt of the economic development grant incentive for the remainder of the period of eligibility.

(c) Notwithstanding Paragraphs (a) and (b) above, in the event that COUNTY fails to pay the APPLICANT any portion of an economic development grant payment, to which the APPLICANT is entitled under this AGREEMENT, as a result of insufficient funds or for any reason whatsoever, the APPLICANT shall have the right to terminate this AGREEMENT and may retain any economic development grant payment previously received.

(d) COUNTY, or its designated agent, may conduct on site visits of the Nassau County, Florida facility to verify the APPLICANT's investment and employment records.

9.0 LEGAL REQUIREMENTS:

If any term or provision of this AGREEMENT is found to be illegal and unenforceable, the remainder of this AGREEMENT will remain in full force and effect and such term or provision will be deemed stricken. Any and all litigation arising under this AGREEMENT shall be brought in the appropriate court in Nassau County, Florida, applying Florida law.

10.0 DISPUTES:

Any dispute arising under this AGREEMENT shall be addressed by the representatives of the COUNTY and the APPLICANT as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the APPLICANT, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager and a representative of the APPLICANT. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The County Attorney and the County Manager shall meet with the APPLICANT's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this AGREEMENT arising out of or relating to this AGREEMENT or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the COUNTY and the cost of mediation shall be borne by the APPLICANT. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the APPLICANT. No litigation shall be initiated unless and until the procedures set forth herein are followed.

11.0 ATTORNEY FEES: Unless authorized by laws and agreed to in writing by COUNTY, COUNTY will not be liable to pay attorney fees, interest, or cost of collection.

12.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this AGREEMENT, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

13.0 **PUBLIC RECORDS**: The APPLICANT must make publicly available, upon request, the following information: the name of the business, the amount of the economic development grant, and the amount of capital investment completed.

14.0 **NON-ASSIGNMENT**: Neither party may assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this AGREEMENT without the prior written consent of the other party, which consent will not be unreasonably withheld.

15.0 **ENTIRE AGREEMENT**: This instrument embodies the entire AGREEMENT of the parties. There are no provisions, terms, condition, or obligations other than those contained in this AGREEMENT; and this AGREEMENT supersedes all previous communication, representation, or AGREEMENT, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the APPLICANT and the authorized agent of COUNTY.

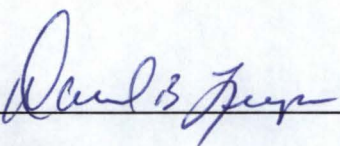
DUPLICATE ORIGINALS. This AGREEMENT is executed in duplicate originals.

(SIGNATURES CONTINUE ON THE NEXT PAGE)

IN WITNESS WHEREOF, COUNTY and APPLICANT have caused this AGREEMENT to be executed and delivered by their duly authorized representatives.

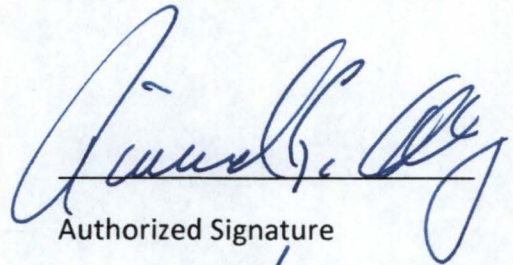
NASSAU COUNTY, FLORIDA

VYSTAR CREDIT UNION



Danny Leeper

Its: Chairman

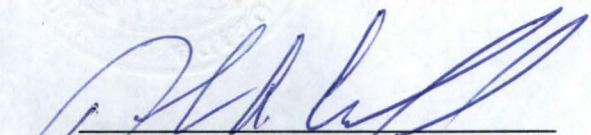


Authorized Signature

Title: RVP/COO

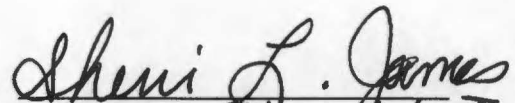
Attest as to Chair's Signature:

Witnesses:

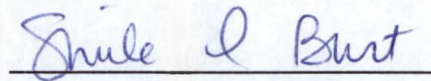


John A. Crawford
Its: Ex-Officio Clerk

MES
08-27-13

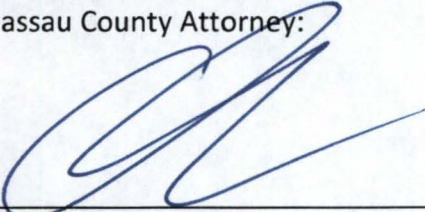


Printed Name: Sherry L. James



Printed Name: SHEILA D. BURT

Approved as to form by the
Nassau County Attorney:



David A. Hallman

GENERAL PROJECT OVERVIEW

VyStar Credit Union
Name of Business

13 Project VyStar
Project Title or Code Name (1-5 word description)

FOR NCEDB USE ONLY		
<u> </u> Date Received	<u> </u> Date Revised	<u> </u> Date Completed
<u> </u> NCEDB Project Number		

Contact the Nassau County Economic Development Board to discuss your project and application before submitting a formal proposal. The completed and signed application must be filed with:



76346 William Burgess Boulevard
Yulee, Florida 32097
Phone: 904.225.8878 • Fax: 904.225.8868
<http://www.expandinnassau.com/>

GENERAL PROJECT OVERVIEW

1. BUSINESS INFORMATION

A. Legal Name of Applicant: VyStar Credit Union

This should be the entity that will be party to the EDG Agreement with Nassau County. If multiple affiliates are involved in job creation and/or paying taxes, include an attachment listing affiliate name(s), Federal Employer Identification Number(s), Unemployment Compensation Number(s) and relationship to applicant.

B. Mailing Address: 4949 Blanding Boulevard
Street Address

Jacksonville
City

Florida
State

32210
Zip Code

C. Name of Parent Company: N/A

D. Primary Business Unit Contact: Rich Alfrevic

Title: EVP/Chief Operations Officer

Mailing Address: 4949 Blanding Boulevard
Street Address

Jacksonville
City

Florida
State

32210
Zip Code

Telephone: 904-908-2501

Fax: 904-908-2485

Email: alfrevic@vystarcu.org

Website: vystarcu.org

E. Business Unit's Federal Employer Identification Number:

(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.)

59-0690965

F. Business Unit's Unemployment Compensation Number: 0042074

G. Business Unit's Florida Sales Tax Registration Number: 28-8012369422-9

H. Will the business unit or its parent company have Federal Corporate Income Tax liability attributable to this project?

If yes, will there also be State Corporate Income Tax Liability

Yes No attributable to this project? Yes No

I. Is the business unit minority owned?

Yes No If yes, explain:

J. What is the business unit's tax year (ex: Jan 1 to Dec 31): Jan 1 to Dec 31

K. Has this business unit, or any related entities, applied for and/or been approved for State incentives in the past?

Yes No If yes, explain:

Clay County, Florida, provided economic incentives for locating our Service Center there.

2. PROJECT OVERVIEW

A. Which of the following best describes this business unit:

New business unit to Florida

Existing Florida business creating and / or retaining jobs

11 If an expansion, how many jobs are currently in the expanding unit?

GENERAL PROJECT OVERVIEW

B. How many individuals are employed at all Florida locations? 1,153

C. Are any jobs being transferred from other Florida locations¹?

Yes No If yes, how many jobs and from where? TBD

Why are these jobs moving and why is it justified in light of the statutory language governing the applicable incentive program(s)?

VyStar typically allows employees to post and interview for all available jobs at all locations. Vacancies created by transfers are typically backfilled by other transfers or new hires. VyStar anticipates that it would qualify for the incentive program under the Capital Investment threshold, but new jobs would be brought to the county to operate the new branch either by new hire or transfer.

D. Give a full description of this project, including a company overview, the primary activities / functions of this business unit and project, and the reasons for contemplating an expansion in / relocation to Florida:

VyStar Credit Union is contemplating building and operating a new, full service credit union branch in Callahan, FL, which would be our second branch in Nassau County. The facility would expand our existing county presence and service delivery. We currently own and operate a branch in Fernandina Beach, Nassau County, FL and have tentative plans to eventually add another location in Yulee, FL, Nassau County.

VyStar Credit Union, a non-profit company based in Jacksonville, Florida, is a full service financial institution servicing seventeen (17) counties in the northeast Florida region. The company commenced operations in 1962 with 12 employees and \$60. Today, with more than 428,000 members and \$4.8 billion in assets, we are one of the largest credit unions in Florida and the United States. Our field of membership consists of anyone living, working or worshipping in select counties in northeast and north central Florida. We offer a comprehensive array of financial products and services to our members, along with highly competitive dividend and interest rates. Members can conduct business from 29 full service branches, including the existing branch noted in Nassau County. The company also offers a large ATM network - 166 ATM locations dispersed in convenient areas throughout northeast and north central Florida, as well as 39 cash dispensing ATM units in all Walgreens locations located in Flagler, Volusia and Alachua counties. For non-cash member transactions, customer service and account inquiries, a fully staffed service center also operates from Fleming Island, FL.

VyStar is continuously evaluating potential and expanding markets in its 17 county service area. Although costly, our branch expansion program has proven to be effective in increasing and retaining our membership base. However, we have limited financial resources allocated to capital investment so we must evaluate our markets and prioritize new branch construction and openings based on anticipated membership benefit and financial and economic constraints. We are contemplating an expansion in Callahan, FL to provide enhanced member service and strengthen and retain our membership base in Nassau County.

E. In what Targeted Industry(ies) does the proposed project operate?²

Financial and Professional Services

¹ Incentives may not be used in connection with a project that involves the relocation of jobs from one Florida community to another except in certain circumstances as described in statute.

² Refer to the QTI Target Industry list.

GENERAL PROJECT OVERVIEW

F. Break down the project's primary function(s) and the corresponding wages:

Business Unit Activities	5 Digit NAICS Code(s)	Project Function (total = 100%)	Annualized Wage (\$)
Financial Cooperative – Accept Deposits	52213	50%	\$160,000
Financial Cooperative – Offer Loans	52213	50%	\$160,000
		%	\$

G. What is the project's proposed location address:

55002 Family Court

Street Address

Callahan

FL

32011

City

State

Zip Code

What is the project's current location address (if different):

N/A – new location

Street Address

City

State

Zip Code

H. Is the project location within a current or proposed Brownfield site / area?

Yes No If yes, attach a copy of the official document designating the Brownfield area.

Is the project location in an Enterprise Zone?

Yes No If yes, which zone? _____

Is the project location in a designated Rural area?

Yes No If yes, which Rural area? Nassau County

Is the project location in an Urban area^a?

Yes No If yes, describe? _____

I. Which of the following describes the applicant's operations (select all that apply):

- Multi-state business enterprise
- Multinational business enterprise
- Florida business enterprise (eligible for Brownfield Redevelopment Bonus Incentive only)

J. Which of the following describes this business unit (select all that apply):

- Regional headquarters office
- National headquarters office
- International headquarters office
- This is not a dedicated headquarters office

K. What is the estimated percentage of gross receipts or final sales resulting from this project that will be made outside of Florida (if sales is not a reasonable measure, use another basis for measure and provide explanation below):

0% Explain, if necessary: Florida-based entity with branch and ATM operations situated in Florida. However, some members do live outside of Florida.

^a An Urban area may include a Community Redevelopment Area (CRA), Urban Job Tax Credit-eligible area, Urban Enterprise Zone, Federal Empowerment Zone, an Urban revitalization area, etc.

GENERAL PROJECT OVERVIEW

3. JOB AND WAGE OVERVIEW

- A. How many Florida jobs⁴ are expected to be created as part of the 11
- B. If an existing business unit, how many Florida jobs are expected to be retained as part of this project? (jobs in jeopardy of leaving Florida should only be included here; these jobs are not eligible for QTI) N/A
- C. What is the anticipated annualized average wage (excluding benefits) of the new to Florida jobs created as part of this project? (Cash payments to the employees such as performance bonuses and overtime should be included. The wage reported here is only an estimate of the average wage to be paid and will not be used in the certification, agreement, and claim evaluation process.) \$29,182
- D. What is the annualized average value of benefits associated with each new job created as part of this project? \$5,253
- E. What benefits are included in this value? (health insurance, 401(k) contributions, vacation and sick leave, etc.)
 Employer paid payroll taxes, health insurance, dental insurance, 401 (k) match and tuition reimbursement.

4. CAPITAL INVESTMENT OVERVIEW

- A. Describe the capital investment in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.):
 In 2008, VyStar purchased a parcel of land in Callahan, Nassau County, Florida, for a potential future branch expansion. Constructing a new branch would include site development, building and infrastructure construction, interior finishes and installation of furniture, fixtures and equipment.
- B. Will this facility be:
- Leased space with renovations or build out
- Land purchase and construction of a new building
- Purchase of existing building(s) with renovations
- Addition to existing building(s) (already owned)
- Other (please describe in 4A above)
- C. List the anticipated amount and type of major capital investment to be made by the applicant in connection with this project:

Calendar Year:	2008	2014				Total
Land or Building Purchase	\$1.675M	\$	\$	\$	\$	\$1.675M
Construction / Renovations	\$	\$1.625M	\$	\$	\$	\$1.625M
Manufacturing Equipment	\$	\$	\$	\$	\$	\$
R&D Equipment	\$	\$	\$	\$	\$	\$
Other Equipment (computer equipment, office furniture, etc.)	\$	\$1.0M	\$	\$	\$	\$1.0M
Total Capital Investment	\$1.675M	\$2.625M	\$	\$	\$	\$4.3M

⁴ A "full time equivalent job" means at least 35 hours of paid work per week.

GENERAL PROJECT OVERVIEW

- D. What is the estimated cost of machinery and equipment or other resources for this project expected to be \$ 500,000 (50% of purchased outside of Florida) \$1M
- E. Describe the type(s) of machinery and / or other resources to be purchased outside of Florida.
ATMs, Teller Equipment, etc. – Most is purchased from Florida offices of manufacturers, although the equipment may be made and shipped from elsewhere.
- F. What is the estimated square footage of the new or expanded facility? 4,500
- G. When is the final location decision anticipated (date)? 2013
- H. What is the anticipated date construction will begin? 2014
- I. What is the anticipated date operations will commence? 2014

5. COMPETITIVE LANDSCAPE

- A. What role will the incentive(s) play in the business unit's decision to locate, expand, or remain in Florida?
Incentives assist in the identification and/or prioritization of projects.
- B. How will the incentive dollars be used by the business?
Incentives allow us to lower our costs and since we are a non-profit, the benefits are passed on to our members in the form of competitive rates, fees and services.
- C. What other cities, states, or countries are being considered for this project?
We are continuously monitoring and assessing our 17 county service area to assist in identifying and prioritizing market expansion opportunities.
- D. What advantages or incentives offered by these locations do you consider important in your decision?
Being a non-profit, many of the economic incentives offered in various localities are of little to no benefit.
- E. What advantages or disadvantages offered by the proposed Florida location do you consider important in your decision?
The ad valorem tax rebate would reduce our overall operating expenses, which benefits our members.
- F. Indicate any additional internal or external competitive issues impacting this project's location decision?
Seven (7) of the counties we serve currently have no VyStar branches so we are always reviewing/evaluating when to enter those markets with a branch presence versus expanding in counties that already have branches.

6. ECONOMIC IMPACT AND CORPORATE RESPONSIBILITY

- A. Provide a brief synopsis of the special impacts the project is expected to stimulate in the community, the state, and the regional economy. Include the impact on indicators such as unemployment rate, poverty rate, and per capita income.
VyStar is a member-owned, non-profit, full service credit union that provides competitive products, rates and fees for our members. Opening another branch in Nassau County (Callahan, FL) would bring eleven (11) new jobs to the area and

GENERAL PROJECT OVERVIEW

generate a total capital investment of some \$4.3M. A new branch would expand and retain our existing customer base and provide additional options, ease and convenience to our members.

- B. Provide a summary of past activities in Florida and in other states.** For example, what kind of corporate citizen has the applicant been? Also list awards or commendations. VyStar is very active in the communities it serves and its corporate charities include the Leukemia and Lymphoma Society (Light the Night), the United Way and the March of Dimes. The company and its employees have also provided support to City Rescue Mission, Second Harvest Food Bank, WJCT Mr. Rogers Sweater Drive, The Heart Walk, The Florida/Georgia Blood Alliance and Hands on Jacksonville. VyStar continues to provide support to active duty and retired military and civil service personnel with financial education and assistance, sponsorship of the NAS Jax Air Show and support for the Military Saves program, as well as the Greater Jacksonville USO Council and Junior ROTC program (throughout our membership base). VyStar sponsors numerous local and regional events within its service area; has initiated and expanded a high school branch program; and introduced, conducted and broadened a Money Makeover program to enhance financial education awareness and participation.
- C. List and explain any criminal or civil fines or penalties, recent or ongoing investigations and lawsuits, federal, state and/or local tax liens, and environmental issues that have been imposed upon the company, its executives, or its affiliates and any recent bankruptcy proceedings of the applicant or its parent company.** Failure to disclose relevant information may mean automatic disqualification. If there are no issues to be identified, answer "None". Do not leave this question blank.
None
- D. Provide any additional information you wish to be considered as part of this incentive application or items that may provide supplementary background information on your project or company.**
See attached VyStar 60th Anniversary Overview

7. CONFIDENTIALITY

- A. You may request that your project information (including information contained in this application) be confidential per F.S. 288.075, Confidentiality of Records for a 12 month period, with an additional 12 month extension available upon request for projects still under consideration.**

If you wish to request confidentiality for information contained within the General Project Overview to be held confidential pursuant to section 288.075, Florida Statutes, please submit to Enterprise Florida, Inc. a request on company letterhead and signed by an authorized company officer including the following statement:

"On behalf of (Legal Name of Applicant), please accept this letter as a request for all documents, records, reports, correspondence, conversations, applications, data and other sources of information concerning our business plans, interests, or intention to evaluate or locate in Florida as well as other trade secrets, identification,

GENERAL PROJECT OVERVIEW

account, and registration numbers, and proprietary confidential business information be held confidential pursuant to section 288.076, Florida Statutes for a period of 12 months after the date of receipt of this request for confidentiality or until the information is otherwise disclosed, whichever occurs first."

***** Be sure to attach the proper incentive attachment sheet(s) *****

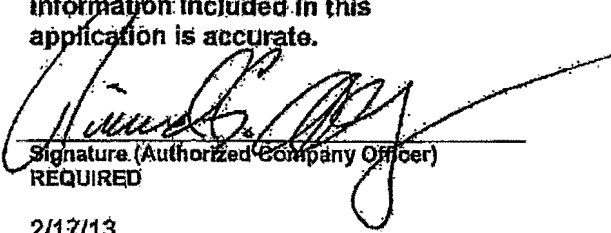
GENERAL PROJECT OVERVIEW

8. SIGNATURES

Application Completed By:

To the best of my knowledge, the information included in this application is accurate.

Signature


Signature (Authorized Company Officer)
REQUIRED

2/17/13

2/17/13

Date

Date

Brian J. Kitchens

Richard G. Alfrevic

Name

Name

VP - Purchasing & Facilities

EVP-Chief Operations Officer

Title

Title

VyStar Credit Union

VyStar Credit Union

Company

Company

Address, if different than mailing address

Address, if different than mailing address

904-908-2708

904-908-2501

Phone Number

Phone Number

904-908-2274

904-908-2485

Fax Number

Fax Number

kitchensb@vystarcu.org

alfrevicr@vystarcu.org

Email Address

Email Address

Name of contact person, if different than above

Phone Number

Address

Email Address

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
VyStar Credit Union

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶ **Financial Cooperative - IRC 501(c)(14) state-chartered credit union**

Address (number, street, and apt. or suite no.)
4949 Blanding Boulevard
 City, state, and ZIP code
Jacksonville, FL 32210

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								
5	9	-	0	6	9	0	9	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here: *J. M. Hill* Signature of U.S. person: *J. M. Hill* Title: *Vice President Accounting* Date: *1-25-13*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report to: example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



STATE OF FLORIDA
Department of Financial Services – Chief Financial Officer
 Bureau of Accounting, 200 East Gaines Street, Tallahassee, FL 32399-0354
 Telephone (850) 413-5519 Fax (850) 413-5550
Substitute Form W-9

In order to comply with IRS regulations, we are requesting Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida. For questions regarding this form, please use the address or telephone number provided above. In order to comply with the IRS rules, please provide us with your social security (SSN) or federal employer identification number (FEIN). This is not a request for state sales tax exemption.

In the event this information is not provided, or should the IRS notify us that the provided information is incorrect, all payments made to you may become subject to a 28% Backup Withholding Tax Rate. Please print clearly or type.

PART 1 – Please provide the correct Tax Identification Number (TIN), be it FEIN –or– SSN, and the applicable name and address as shown on your income tax return.

The TIN is (check one) _____ FEIN _____ SSN

Federal Employer Identification Number (FEIN) _____ - or -
 Example 99 – 9999999

Social Security Number (SSN) _____
 Example 999 – 99 – 9999

NAME (as shown on your income tax return) _____

Business name if sole proprietor _____

ADDRESS _____

CITY, STATE, ZIP _____

PART 2 – Below, circle one number that accurately describes the business or the individual:

- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION
(A corporation formed under the laws of any state within the United States.)
- 2 - NOT FOR PROFIT CORPORATION (Section 501(c)(3) Internal Revenue Code)
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC
- 4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC
(Circle #4 if you are an individual that benefited from a student loan forgiveness payment)
- 5 - NONCORPORATE RENTAL AGENT
- 6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
- 7 - FOREIGN CORPORATION OR ENTITY (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECL.
 Is income effectively connected with business in the United States? _____ YES _____ NO
- 8 - NONRESIDENT ALIEN (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

Under the penalties of perjury, I certify that I have examined this request and to the best of my knowledge and belief, it is true, correct and complete.

 Signature

 Date

 Telephone Number

 Title

 Email (optional)



P.O. Box 45085 Jacksonville, Florida 32232-5085 • (904) 777-6000 or 1-800-445-6289 • www.vystarcu.org

February 8, 2013

Enterprise Florida, Inc.
800 N. Magnolia Ave.
Suite 1100
Orlando, FL 32803

Re: Request for Confidentiality

Ladies and Gentlemen:

On behalf of VyStar Credit Union, please accept this letter as a request for all documents, records, reports, correspondence, conversations, applications, data and other sources of information concerning our business plans, interests, or intent to evaluate or locate in Florida, as well as other trade secrets, identification, account, and registration numbers, and proprietary confidential business information be held confidential pursuant to section 288.075, Florida Statutes, for a period of 12 months after the date of receipt of this request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

Thank you for your assistance and cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard G. Alfreyie", written over a horizontal line.

Richard G. Alfreyie
EVP and Chief Operations Officer
VyStar Credit Union

cc: Nassau County Economic Development Board