

RESOLUTION NO. 2001-110

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA FURTHER AUTHORIZING THE AMENDMENT OF THE REVENUE NOTE, SERIES 2000 OF THE COUNTY AND THE EXECUTION AND DELIVERY OF THE FIRST AMENDMENT TO LOAN AGREEMENT IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000 BETWEEN THE COUNTY AND SUNTRUST BANK FOR THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF A NEW JAIL, A NEW COURTHOUSE, RENOVATION TO THE EXISTING COURTHOUSE, CERTAIN ROAD IMPROVEMENTS, IMPROVEMENTS TO THE EMERGENCY OPERATIONS CENTER, INFRASTRUCTURE TO WITHIN FIVE FEET OF THE SITE OF THE HEALTH DEPARTMENT, CAPITAL PROJECTS FOR THE SHERIFF'S DEPARTMENT AND ALL OTHER CAPITAL PROJECTS WHICH MAY BE APPROVED FROM TIME TO TIME BY THE BOARD; ACCEPTING THE PROPOSAL OF SUNTRUST BANK; APPROVING THE FORM OF AMENDED NOTE EVIDENCING SUCH FINANCING; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE NASSAU COUNTY, FLORIDA, that:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is enacted pursuant to the provisions of Chapter 125, Florida Statutes; and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. Nassau County, Florida (the "County") was provided with a commitment from SunTrust Bank (the "Bank") dated July 16, 2001 to reduce the amount and interest rate and extend the term on the loan made by the Bank (the "Loan") which was approved by Resolution No. 2000-94 adopted on May 15, 2000 for the acquisition and construction of a new jail, a new courthouse, renovation to the existing courthouse, construction of the North End Marine Park and certain road improvements, and as now approved hereby, for improvements to the emergency operations center, infrastructure to within five feet of the site of the Health Department, capital projects for the sheriff's department and all other capital projects which may be approved from time to time by the Board of County Commissioners (collectively, the "Project"). The commitment of the Bank is attached hereto as Exhibit A (the "Commitment"). The acceptance of the Commitment is hereby determined to be in the best financial interest of the County.

B. It is necessary and desirable to provide for the execution and delivery of a First Amendment to Loan Agreement and the issuance of an amended Note of the County to implement the Loan. Amounts due under the Loan Agreement as so amended and the amended Note shall be payable from non-ad valorem revenues of the County and any bond issued by the County to pay or redeem such amended Note and to be secured by the County's covenant to budget and appropriate from legally available non-ad valorem funds each year monies sufficient to pay the principal and interest on such obligation.

SECTION 3. AUTHORIZING AMENDED NOTE. The issuance by the County of not exceeding \$7,000,000 principal amount amended Revenue Note, Series 2000 (the "Note") of the County, for the purposes above described is hereby authorized.

SECTION 4. ACCEPTANCE OF COMMITMENT. The Chairman or Vice Chairman of the Board of County Commissioners and the Clerk of the County are hereby authorized to execute the Commitment and letter agreement with SunTrust Bank.

SECTION 5. APPROVAL OF FORM OF LOAN AGREEMENT AND NOTE. The form of the First Amendment to Loan Agreement and the amended Note attached thereto as Exhibit B are hereby approved and the Chairman or Vice Chairman of the Board of County Commissioners and the Clerk of the County are hereby authorized to execute and deliver such instruments and to take such other actions as shall be necessary to implement the Loan.

SECTION 6. REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 7. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution shall remain in full force and effect.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED this 23rd day of July, 2001.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL

Its: Chairman

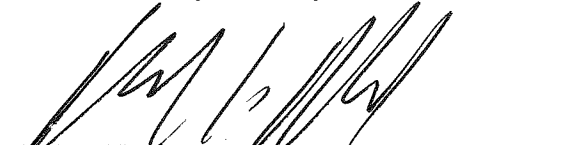
ATTEST:



J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

@PFDesktop\::ODMA\MHODMA\Jax;449238;1

A CERTIFIED TRUE COPY

J. M. Oxley, Jr. Clerk by Joan A. Blanchard
EX-OFFICIO, Clerk to the Board of County Comm.
Nassau County, Florida
Deputy Clerk

\$7,000,000
NASSAU COUNTY, FLORIDA
REVENUE NOTE, SERIES 2000
Dated July 23, 2001

CLOSING DOCUMENTS LIST

1. Resolutions, adopted June 11, 2001 and July 23, 2001 authorizing the amendment of the Series 2000 Note
2. First Amendment to Loan Agreement
3. Series 2000 Note
4. Representation Letter of Lender
5. Officers' Certificate
6. Opinion of Rogers, Towers, Bailey, Jones & Gay, P.A.
7. Opinion of Michael S. Mullin, County Attorney
8.
 - (a) IRS Form 8038-G--Information Return
 - (b) Transmittal Letter to IRS

**Nassau County
Line of Credit Commitment
Revised Terms and Conditions
July 16, 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: *As applicable:*

1) Bank qualified tax exempt floating rate of 45% of Bank's Prime Rate. As of 7/16/01, this rate was 3.04%p.a.

or a

2) Non bank qualified tax exempt floating rate of 51% of Bank's Prime Rate. As of 7/16/01, this rate was 3.44 %p.a.

The Prime Rate on 7/16/01 was 6.75% p.a.

Closing Date: *On or before August 30, 2001.*

Acceptance: *This Commitment to Nassau County will expire on August 30, 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.

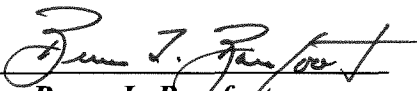
D) With respect to the Line of Credit, the interest rates quoted herein assumes the obligation is either a "bank qualified or non bank qualified tax exempt obligation" as defined in Section 265(b)(3) of the Internal Revenue Service Code of 1986, as amended. If such borrowings hereunder are not tax exempt 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.

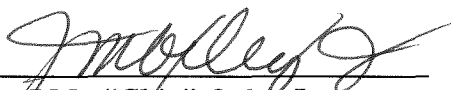
Respectfully submitted this 16th day of July, 2001
SunTrust Bank

By: 
Bruce L. Barefoot
Senior Vice President

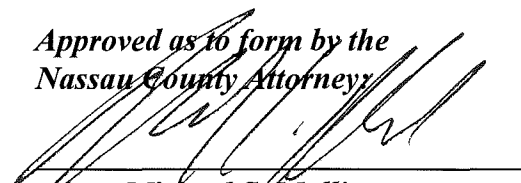
Agreed to and accepted this 23rd day of July, 2001
Board of County Commissioners
Nassau County, Florida

By: 
Its: Chairman

Attest:


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

Approved as to form by the
Nassau County Attorney


Michael S. Mullin

FIRST AMENDMENT TO LOAN AGREEMENT

This First Amendment to Loan Agreement (this "Amendment") is dated July 23, 2001 by and between **Nassau County, Florida** (the "County") and **SunTrust Bank** (the "Lender").

WITNESSETH

WHEREAS, the parties hereto executed and delivered that certain Loan Agreement dated May 22, 2000 (the "Original Agreement"; together with this Amendment, collectively, the "Loan Agreement").

WHEREAS, the parties hereto desire to expand the Project as provided herein.

WHEREAS, capitalized terms used herein and not defined are used as defined in the Original Agreement.

WHEREAS, the parties hereto desire to reduce the amount available to be loaned under the Loan Agreement from \$20,000,000 to \$7,000,000.

WHEREAS, the parties hereto desire to adjust the Stated Rate as provided herein.

WHEREAS, the parties hereto desire to extend the maturity of the loan made under the Original Agreement.

NOW, THEREFORE, in consideration of the premises and a mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby do agree as follows:

1. The definition of "Project" in the Agreement shall be revised to provide as follows:

"Project" shall mean the acquisition and construction of a new jail, acquisition and construction of a new courthouse, renovation of the existing courthouse, construction of the North End Marine Park, construction of certain road improvements, improvements to the Emergency Operations Center, infrastructure to within five feet of the site of the Health Department, capital projects for the Sheriff's Department and all other capital projects which may be approved from time to time by the Board.

2. The definition of "Stated Rate" in the Agreement shall be revised to provide as follows:

"Stated Rate" shall mean 51% of the Prime Rate, subject to adjustment as follows: (i) in the event of a change from the current 35% rate in the maximum federal income tax rate applicable to corporations, the interest on the Note shall be automatically adjusted, up or down, in order to maintain the same after-tax yield to the Lender; or (ii) the interest rate shall be adjusted (retroactively, if necessary) to provide the Lender with the same after-tax yield on the Note if (x) any amendments to existing law, other than a change in the corporate tax rate, are adopted which adversely affect the after-tax yield, or (y) there occurs a final determination by the Internal Revenue Service or a court that interest on the Note is not excluded from gross income for federal tax income tax purposes.

3. The loan provided in Section 3.A of the Original Agreement is hereby amended to reduce the principal amount thereof from \$20,000,000 to \$7,000,000.

4. The description of the Note contained in Section 4 of the Original Agreement shall be modified such that the maturity of the Note shall be changed from May 21, 2001 to July 22, 2003.

5. Section 10.F.(1) is hereby amended by substituting the following provision in lieu of the provision in the Original Agreement:

No additional indebtedness payable from or secured by Non-Ad Valorem funds (other than Debt secured by Non-Ad Valorem Funds derived from enterprise funds maintained by the County) shall be issued by the County unless (A) Non-Ad Valorem Funds (excluding Non-Ad Valorem Funds derived from enterprise funds maintained by the County) for the two prior Fiscal Years equal or exceed two times the combined maximum annual debt service on the Series 2001 Bonds and all other Debt (including the proposed Debt) secured by and/or payable solely from such Non-Ad Valorem Funds, (other than Debt secured by a pledge by Non-Ad Valorem Funds derived from enterprise funds maintained by the County) and (B) the actual receipts of Non-Ad Valorem Funds (excluding Non-Ad Valorem Funds derived from enterprise funds maintained by the County) for the prior Fiscal Year, less the amount required to pay for Non-Ad Valorem Essential Services of the County for the prior Fiscal Year and any debt service on Debt secured by a pledge of any Non-Ad Valorem Funds, (other than Debt secured by a pledge of Non-Ad Valorem Funds derived from enterprise funds maintained by the

County) equal at least 110% of the maximum annual debt service on the Series 2001 Bonds and all other Debt payable solely (but not secured by a pledge of) such Non-Ad Valorem Funds. For the purposes of such covenants, maximum annual debt service means the lesser of the actual Maximum Annual Debt Service on all Debt of 15% of the original par amount of such Debt. "Debt" is defined as any debt (without duplication) all of the following to the extent that they are general obligations of the County or are payable in whole or in part from non enterprise Non-Ad Valorem Funds (i) all obligations of the County for borrowed money evidenced by bonds, debentures, notes or other similar instruments; (ii) all obligations of the County to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the County as lessee under capitalized leases; and (iv) all indebtedness of other Persons to the extent guaranteed by, or secured by Non-Ad Valorem funds of the County. For purposes of such covenants, Non-Ad Valorem Essential Services is defined as, for any applicable Fiscal Year (x)(a) total governmental fund type revenues, as shown on the County's audited financial statements, less (b) total ad valorem revenues received in such Fiscal Year, divided by (c) total government fund type revenues, as shown on the County's audited financial statements, times (y) Essential Services.

6. The form of the Note shall be amended as described in Exhibit A hereto.
7. Except as amended hereby, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.


**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



MARIANNE MARSHALL

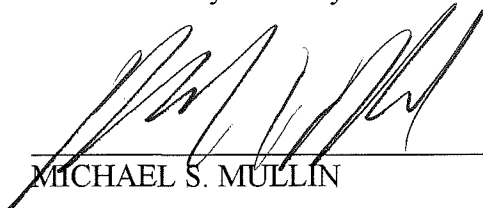
Its: Chairman

ATTEST:



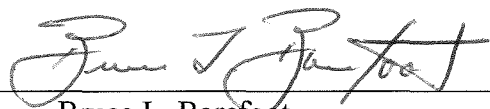
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

SUNTRUST BANK

By 

Bruce L. Barefoot
Senior Vice President

EXHIBIT A

FORM OF NOTE

NO. R-2

NASSAU COUNTY, FLORIDA
REVENUE NOTE, SERIES 2000

RATE OF INTEREST	MATURITY DATE	DATE OF ISSUE
Variable, as set out below	July 22, 2003	May 22, 2000

REGISTERED OWNER: SUNTRUST BANK

PRINCIPAL AMOUNT: \$7,000,000

KNOW ALL MEN BY THESE PRESENTS, that Nassau County, Florida (the "County"), for value received, hereby promises to pay to the Registered Owner on the Maturity Date specified above, the Principal amount shown above (or such lesser amount which has been advanced (as recorded on the advance grid attached hereto) pursuant to the terms of that certain Loan Agreement dated the Date of Issue hereof as amended by the First Amendment to Loan Agreement dated July 18, 2001 between the County and the Registered Owner (collectively, the "Agreement")), plus interest thereof from the Date of Issue set forth above to the date of payment thereof, at the Stated Rate until payment of the Principal amount above stated, such interest to be calculated on a 360-day year consisting of twelve 30-day months. This Note shall bear interest at a fluctuating rate of interest equal to 51% of the Prime Rate. The Rate of Interest on this Note is subject to adjustment as set forth in the Agreement under the definition of "Stated Rate." This Note may be prepaid in whole or in part prior to maturity. Prepayments shall be applied, first, to interest accrued as of the date of such prepayment, and second to reduction of the principal of each Advance hereunder in the order in which such Advances were made. Capitalized terms used herein and not defined are used as defined in the Agreement.

This Note is issued under the authority of Chapter 125, Florida Statutes, the Charter of the County, and other applicable provisions of law, and pursuant and subject to the terms and conditions of Resolution duly adopted by the Board of County Commissioners of the County on May 15, 2000, as supplemented by resolutions duly adopted by the Board of County Commissioners of the County on June 11, 2001 and on July 23, 2001 (all three of such resolutions, collectively, the "Resolution"), to which reference should be made to ascertain those terms and conditions.

Subject to the limitations and restriction set forth in the Agreement, the County has covenanted in the Agreement to budget and appropriate in each Fiscal Year while this Note is outstanding sufficient amounts, from legally available Non-Ad Valorem Revenues, to pay the principal of and interest on this Note during such Fiscal Year, as more particularly provided in the Agreement.

This Note shall not constitute a general obligation or indebtedness of the County, and the Lender shall never have the right to require or compel the levy of taxes on any property of or in the County for the payment of the principal of and interest on this Note. This Note shall not constitute a lien upon the Project, or upon any property of or in the County, but shall be payable solely from the Pledged Funds in the manner provided in the Agreement. Reference is made to the Agreement for the provisions relating to the security for payment of this Note and the duties and obligations of the County hereunder.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Note, have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the Board of County Commissioners of Nassau County, Florida, has caused this Note to be executed by the Chairman, and attested by the Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Note to be dated May 22, 2000.

**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

The following abbreviations, when used in the inscription on the face of the within , shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in
common

TEN ENT - as tenants by the
entireties

UNIF GIF MIN ACT - _____

Custodian for _____

under Uniform Gifts to Minor
Minors Act of _____

JT TEN - as joint tenants
with right of survivorship
and not as tenants in
common

UNIF TRANS MIN ACT - _____

(Cust.)

(Cust.)

Custodian for _____

(Minor)

(Minor)

under Uniform Transfers to
Minors Act of _____

(State)

(State)

Additional abbreviations may also be used though not in the list above.

ADVANCE GRID

[illegible]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE the within note and does hereby irrevocably constitute and appoint

_____ as his agent to transfer the note on the books kept for registration thereof, with full power of substitution
in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by
an institution which is a participant in the
Securities Transfer Agent Medallion
Program (STAMP) or similar program.

NOTICE: The signature to this assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
note in every particular, without alternation or
enlargement or change whatever.

(Authorized Officer)

NO. R-2

NASSAU COUNTY, FLORIDA
REVENUE NOTE, SERIES 2000

RATE OF INTEREST	MATURITY DATE	DATE OF ISSUE
Variable, as set out below	July 22, 2003	May 22, 2000

REGISTERED OWNER: SUNTRUST BANK

PRINCIPAL AMOUNT: \$7,000,000

KNOW ALL MEN BY THESE PRESENTS, that Nassau County, Florida (the "County"), for value received, hereby promises to pay to the Registered Owner on the Maturity Date specified above, the Principal amount shown above (or such lesser amount which has been advanced (as recorded on the advance grid attached hereto) pursuant to the terms of that certain Loan Agreement dated the Date of Issue hereof as amended by the First Amendment to Loan Agreement dated July 18, 2001 between the County and the Registered Owner (collectively, the "Agreement")), plus interest thereof from the Date of Issue set forth above to the date of payment thereof, at the Stated Rate until payment of the Principal amount above stated, such interest to be calculated on a 360-day year consisting of twelve 30-day months. This Note shall bear interest at a fluctuating rate of interest equal to 51% of the Prime Rate. The Rate of Interest on this Note is subject to adjustment as set forth in the Agreement under the definition of "Stated Rate." This Note may be prepaid in whole or in part prior to maturity. Prepayments shall be applied, first, to interest accrued as of the date of such prepayment, and second to reduction of the principal of each Advance hereunder in the order in which such Advances were made. Capitalized terms used herein and not defined are used as defined in the Agreement.

This Note is issued under the authority of Chapter 125, Florida Statutes, the Charter of the County, and other applicable provisions of law, and pursuant and subject to the terms and conditions of Resolution duly adopted by the Board of County Commissioners of the County on May 15, 2000, as supplemented by resolutions duly adopted by the Board of County Commissioners of the County on June 11, 2001 and July 23, 2001 (all three of such resolutions, collectively, the "Resolution"), to which reference should be made to ascertain those terms and conditions.

Subject to the limitations and restriction set forth in the Agreement, the County has covenanted in the Agreement to budget and appropriate in each Fiscal Year while this Note is outstanding sufficient amounts, from legally available Non-Ad Valorem Revenues, to pay the principal of and interest on this Note during such Fiscal Year, as more particularly provided in the Agreement.

This Note shall not constitute a general obligation or indebtedness of the County, and the Lender shall never have the right to require or compel the levy of taxes on any property of or in the County for the payment of the principal of and interest on this Note. This Note shall not constitute a lien upon the Project, or upon any property of or in the County, but shall be payable solely from the Pledged Funds in the manner provided in the Agreement. Reference is made to the Agreement for the provisions relating to the security for payment of this Note and the duties and obligations of the County hereunder.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Note, have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the Board of County Commissioners of Nassau County, Florida, has caused this Note to be executed by the Chairman, and attested by the Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Note to be dated May 22, 2000.


**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

The following abbreviations, when used in the inscription on the face of the within , shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in
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TEN ENT - as tenants by the
entireties

UNIF GIF MIN ACT - _____

Custodian for _____

under Uniform Gifts to Minor
Minors Act of _____

JT TEN - as joint tenants
with right of survivorship
and not as tenants in
common

UNIF TRANS MIN ACT - _____

(Cust.)

(Cust.)

Custodian for _____

(Minor)

(Minor)

under Uniform Transfers to
Minors Act of _____

(State)

(State)

Additional abbreviations may also be used though not in the list above.

ADVANCE GRID

[illegible]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE the within note and does hereby irrevocably constitute and appoint

_____ as his agent to transfer the note on the books kept for registration thereof, with full power of substitution
in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by
an institution which is a participant in the
Securities Transfer Agent Medallion
Program (STAMP) or similar program.

NOTICE: The signature to this assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
note in every particular, without alternation or
enlargement or change whatever.

(Authorized Officer)

REPRESENTATION LETTER OF LENDER

July 23, 2001

Board
Board of County Commissioners of the
Nassau County, Florida

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

Re: Nassau County, Florida \$7,000,000 Revenue Note, Series 2000

Reference is made to the representation letter the undersigned delivered May 22, 2000 in conjunction with the issuance of Nassau County, Florida (the "County") of its \$20,000,000 Revenue Note, Series 2000. The representations made therein are hereby reaffirmed in conjunction with the issuance of the \$7,000,000 amended Revenue Note, Series 2000 of Nassau County, Florida.

The County is now issuing a maximum principal amount of \$7,000,000 of debt or obligations for the purpose of financing the various projects as described in the resolutions of the County adopted June 11, 2001 and July 23, 2001 with respect to the issuance of the amended Series 2000 Revenue Note. This debt or obligation is expected to be repaid over a period of one year from the date hereof. At an assumed interest rate of 3.44% (the interest rate on the date of issue) assuming the total amount is drawn on the date hereof, the total interest paid over the life of the debt or obligation will be approximately \$480,931.12. The source of repayment or security from the County's obligation is the Pledged Funds as more specifically and defined in the resolution referred to in our May 22, 2000 letter as amended by the resolution of the County adopted June 11, 2001.

The undersigned authorized officer of the bank hereby acknowledges receipt of the amended Revenue Note, Series 2000.

SUNTRUST BANK

By 
Senior Vice President

OFFICERS' CERTIFICATE

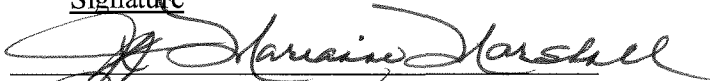
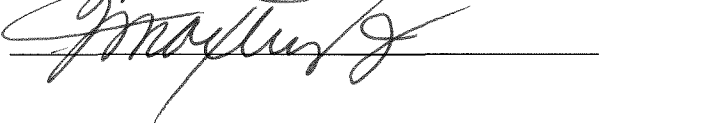
We, the undersigned officers and officials of Nassau County, Florida (the "County"), hereby execute this certificate in connection with the issuance and delivery by the County of its \$7,000,000 amended Revenue Note, Series 2000, dated May 22, 2000 (as so amended, the "Series 2000 Note"). Capitalized terms used herein and not defined are used as defined in the Loan Agreement.

The Series 2000 Note will be issued in fully registered form registered in the name of SunTrust Bank. Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in Resolution, duly adopted by the Board of County Commissioners of the County (the "Board") on May 15, 2000, as amended by resolutions adopted June 11, 2001 and July 23, 2001 (all three of such resolutions, collectively, the "Resolution") and the Loan Agreement, dated May 22, 2000, as amended by the First Amendment to Loan Agreement dated July 23, 2001 (collectively, the "Loan Agreement"), between the County and SunTrust Bank (the "Lender"). Reference is made to the Officers' Certificate dated May 22, 2000 executed in conjunction with the original issuance of the predecessor to the Series 2000 Note. The representations and certifications as to material facts made by the County in such Officers' Certificate and in the other agreements and certificates in the transcript of proceedings relating to the original issuance of the predecessor of the Series 2000 Note are true and correct as of the date hereof and are hereby reaffirmed by the County. SunTrust Bank is aware of the issuance of the \$35,610,000 Nassau County, Florida Public Improvement Revenue Bonds, Series 2001.

WITNESS our hands as of July 23, 2001.

Signature


Official Title

Chairman

Clerk

Approved as to form by the Nassau County Attorney


Michael S. Mullin

ROGERS TOWERS

BAILEY JONES & GAY, P.A.

ATTORNEYS AT LAW

1301 RIVERPLACE BLVD.
SUITE 1500
JACKSONVILLE, FL 32207-1811
TELEPHONE (904) 398-3911
FAX (904) 393-0663

July 23, 2001

SunTrust Bank
200 West Forsyth Street
2nd Floor
Jacksonville, Florida

RE: \$7,000,000 Nassau County, Florida Revenue Note, Series 2000

Ladies and Gentlemen:

We have acted as bond counsel for SunTrust Bank (the "Lender") in connection with the issuance by Nassau County, Florida (the "County") of its \$7,000,000 Revenue Note, Series 2000 (the "Note"), payable to the Lender and the execution and delivery of a Loan Agreement dated May 22, 2000 as amended by the First Amendment to Loan Agreement dated as of this date (collectively, the "Loan Agreement") between the County and the Lender. The Note is an amendment to the \$20,000,000 Revenue Note, Series 2000 originally issued May 22, 2000 (the "Original Note").

We are of the opinion that the amendments made to the Original Note do not adversely affect the exclusion from gross income for federal income tax purposes of interest paid on the Note.

Respectfully submitted,

H:\user\DEP\IMW\SUNTRUST\Nassau\Line of Credit Closing Documents\Bond Counsel Opinion.doc



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

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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

July 23, 2001

Nassau County, Florida

SunTrust Bank
200 W. Forsyth Street, 2nd Floor
Jacksonville, Florida 32202

Rogers, Towers, Bailey, Jones & Gay, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

RE: \$7,000,000 Nassau County, Florida Revenue Note, Series 2000

Ladies and Gentlemen:

I have acted as County Attorney for Nassau County, Florida (the "County") in connection with the authorization of a Loan Agreement dated May 22, 2000 as amended by the First Amendment to Loan Agreement dated this date (collectively, the "Loan Agreement") both between SunTrust Bank (the "Lender") and the County and the delivery by the County of its \$7,000,000 Revenue Note, Series 2000 No. R-2 (the "Series 2000 Note"), payable to the Lender, dated May 19, 2000, and bearing interest at a variable rate of interest, pursuant to Resolutions duly adopted by the Board of County Commissioners (the "Board") the County on May 15, 2000, June 11, 2001 and July 23, 2001 (collectively, the "Resolution"). I have examined all proceedings of the Board in connection with the authorization and the delivery of the Loan Agreement and the Series 2000 Note by the County. Based thereon, I am of the opinion that:

(1) The County is a political subdivision of the State of Florida (the "State") and had and has good right and lawful authority under the Constitution and laws of the State to adopt the Resolution, to authorize and issue the Series 2000 Note, and to enter into and perform its obligations under the Loan Agreement.

(2) The Resolution has been duly adopted by the Board, is in full force and effect, and the Resolution, the Loan Agreement and the Series 2000 Note are valid and binding obligations of the County enforceable in accordance with their terms as part of its contract with the holders of the Series 2000 Note, except to the extent that the

enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and to the exercise of judicial discretion.

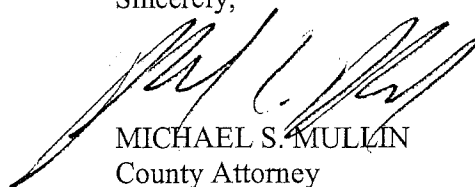
(3) As of the date hereof, the County has duly performed all obligations to be performed by it pursuant to the Resolution and the Loan Agreement.

(4) To the best of my knowledge, the County is not in any material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other material instrument to which the County is a party or to which the County or any of its property or assets is otherwise subject, including the Resolution, which would have a material, adverse impact on the County's ability to perform its obligations under the Resolution and the Loan Agreement and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default on the part of the County or the other parties thereto under any such instruments.

(5) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of my knowledge, threatened against or affecting the County, nor to the best of my knowledge is there any basis for such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Resolution and the Loan Agreement or the validity of the Series 2000 Note, the Loan Agreement and the Resolution.

(6) All approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the County of its obligations under the Series 2000 Note, the Resolution and the Loan Agreement have been obtained and are in full force and effect.

Sincerely,



MICHAEL S. MULLIN
County Attorney

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Nassau County, Florida	2 Issuer's employer identification number 59 1863042		
3 Number and street (or P.O. box if mail is not delivered to street address) 191 Nassau Place	Room/suite	4 Report number 3 02	
5 City, town, or post office, state, and ZIP code Yulee, Florida 32097		6 Date of issue July 23, 2001	
7 Name of issue Revenue Note, Series 2000		8 CUSIP number None	
9 Name and title of officer or legal representative whom the IRS may call for more information J.M. "Chip" Oxley, Jr., Clerk of Courts		10 Telephone number of officer or legal representative (904) 321-5722	

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 type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other. Describe ► jail, courthouse and marine park	18 7,000,000.00
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 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 7/22/03	\$ 7,000,000.00	\$7,000,000.00	1.997 years	VR %


Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22 Proceeds used for accrued interest	22	0		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	7,000,000.00		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0		
25 Proceeds used for credit enhancement	25	0		
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0		
27 Proceeds used to currently refund prior issues	27	0		
28 Proceeds used to advance refund prior issues	28	0		
29 Total (add lines 24 through 28)	29	0		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	7,000,000.00		

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	37a
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer	
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"/>	

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.

Sign Here

 **J.M. "Chip" Oxley, Jr., Clerk of Courts**
Signature of issuer's authorized representative Date Type or print name and title

ROGERS TOWERS

BAILEY JONES & GAY, P.A.

FROM THE DESK OF
IRVIN M. WEINSTEIN
(904) 346-5523
iweinstein@rtlaw.com

ATTORNEYS AT LAW

1301 RIVERPLACE BLVD.
SUITE 1500
JACKSONVILLE, FL 32207-1811
TELEPHONE (904) 398-3911
FAX (904) 393-0663

July __, 2001

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Internal Revenue Service Center
Ogden, Utah 84201

RE: \$7,000,000 Nassau County, Florida Revenue Note, Series 2000

Ladies and Gentlemen:

Enclosed for filing is one fully executed Form 8038-G, Information Return for Tax-Exempt Government Obligations, pertaining to the above-referenced issue. The County is filing the enclosed Form 8038-G in accordance with the provisions of Section 149(a) of the Internal Revenue Code of 1986, as amended.

If you have any questions, please call me.

Sincerely yours,

Irvin M. Weinstein

IMW/dep
Enclosure