Commissioner Kirkland, seconded by Commissioner Deonas, and unanimously carried to approve a change in the lease agreement with Arthur Building Systems for the temporary building for the housing of prisoners at the jail, correcting the monthly lease rate from $18,632.00 to $19,117.68 to cover changes made to the building after the original proposal.

The Board considered a request from Cary and Patricia Milligan of Callahan to purchase seven lots in Marlborough Estates which are currently owned by the County. There was no objection to continuing this until the next Board meeting to allow additional time for research and to obtain further information.

Mr. Gossett addressed the subject of the American Body Armor building and reported that a local firm, Trevett Homes, Inc., along with the Auchter Company, indicate a desire to negotiate with the County for the construction phase. Attorney Mullin advised that the Board had previously declared this project an emergency based upon the necessity pursuant to the judiciary's request to have space available for the judiciary, including the to-be-newly assigned judge, and given the time frame to accomplish that, there would not be sufficient time to perform a normal bid process and would go past the January 1998 date. It was then moved by Commissioner Deonas, seconded by Commissioner Cooper, and unanimously carried to approve a committee consisting of the Clerk, the Board Attorney, the County Coordinator and John A. Crawford to negotiate the construction phase of the ABA building renovation with Auchter Company and Trevett Homes, Inc. The committee meeting
Relocatable Modular Building Lease

Arthur Building Systems, Inc.
RELOCATABLE MODULAR BUILDING LEASE

THIS LEASE, agreed upon the 26th day of September 1997, between ARTHUR BUILDING SYSTEMS, INC., a Delaware corporation with offices in Bristol, Connecticut ("Lessor") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ("Lessee").

Whereas the Lessee desires to lease a Relocatable modular building ("RMB") from Lessor upon the terms and conditions set forth below, and Lessor desires to lease the same to Lessee, the parties mutually agree as follows:

1. Definitions.

(a) "Substantial Completion Date" means that date on which the RMB has been installed upon the Premises pursuant to the Plans and Specifications, excluding minor punch list items, or on which the Lessee takes occupancy of the RMB, whichever occurs first. This date coincides with the due date of the first rental payment.

(b) "Equipment" means the plumbing, heating, air conditioning, lighting, electrical and other equipment comprising part of the RMB and more particularly described in the Plans and Specifications.

(c) "Flat Fee Assembly and Site Work" means the delivery, site preparation, site layout and pier layout, augering, concrete and forming, modular interconnection and finishing, interior electrical connections, finishing of building skirt, entry steps and ramps, site clean up and removal of the RMB at the termination of the Lease.

(d) "Modules" means the individual modular sections which, in addition to the Equipment, comprise the RMB.

(e) "Personal Property" means all parts of the RMB as detailed in the Plans and Specifications (RMB structure, Equipment), which may be affixed or otherwise installed at or upon the Premises.

(f) "Plans and Specifications" means those plans, specifications, Lessor proposals and Lessor transmitual descriptions which further clarify Lessor's proposal pertaining to the RMB, which is the subject of this lease, and which have been accepted by the Lessee, including any subsequent modifications thereto agreed to in writing by the parties. The plans, specifications, and proposals are attached to this Lease and incorporated herein as exhibit A.

(g) "Premises" means the land upon which the RMB will be installed, as more particularly described in Paragraph 32 hereof.

(h) "RMB" means that building which is the subject of this Lease and which is comprised of individual modules plus the Equipment, erected and installed on the Premises in accordance with the Plans and Specifications.


(a) Promptly after the execution of this Lease, Lessor shall deliver the RMB to the Premises in accordance with the Plans and Specifications and in compliance with all applicable laws and regulations. In the event that the parties have further agreed in writing that the Lessor shall perform the Flat Fee Assembly and Site Work for the RMB, the Lessee shall also promptly perform such Flat Fee Assembly and Site Work in accordance with the Plans and Specifications and in compliance with all applicable zoning and building regulations.

(b) Lessee hereby grants Lessor and its employees, agents, contractors and subcontractors the right to use the Premises and the rights of ingress and egress to and from the Premises for the purpose of delivering, installing, and removing the RMB, for performing the Flat Fee Assembly and Site Work, if the parties have so agreed, and for any other purpose, expressed or implied, necessary to fulfill Lessor's obligations and enforce its rights under this Lease. In the event Lessee does not own the Premises, Lessee shall secure the written approval of the owner as to Lessor's use of and access to the Premises prior to Lessor's commencement of any work hereunder.

3. Approval of Plans and Specifications: Licenses and Permits.

Promptly following the execution of this Lease, Lessor shall apply to the governmental authority or authorities having jurisdiction under applicable law to secure approval of the Plans and Specifications, and to obtain any licenses and permits which may be required as a condition to the occupancy of the RMB. Lessee hereby agrees to provide reasonable assistance to the Lessor in making said application and in obtaining said licenses and permits. If the Plans and Specifications are not approved or if any necessary license or permit is not obtained, Lessor shall have the option to terminate this Lease and the Lessor shall in no manner be liable to the Lessee.

4. Ownership and Character of the RMB.

Lessor is presently and shall continue to be the owner of the RMB, which shall for all purposes and at all times be considered Lessor's Personal Property, and Lessor shall have the absolute right to remove the RMB from the Premises upon the termination or expiration of this Lease.

5. Use of RMB.

(a) During the term of this Lease, Lessee shall use the RMB solely for the purposes set forth in the Plans and Specifications. Lessee agrees that in no event will the RMB be used for any illegal or extrahazardous use.

(b) The Lessee shall furnish, at its own cost and expense, all heat, electricity, and all other utilities and services required in the use of the RMB.
(c) Lessee shall not commit or permit any waste or damage to the RMB and, at the termination or expiration of this Lease, shall quit and surrender the RMB to the Lessor in substantially the same condition as when the same was received, reasonable wear and tear, normal depreciation, damage by fire or other unavoidable casualty, and approved alterations excepted.

(d) To the extent permitted by law, Lessor disclaims any liability for direct, indirect, or consequential damages of any kind resulting from any limitation on the use of the RMB.

6. Alterations.

Lessee may, with the prior written consent of Lessor, which consent shall not be unreasonably withheld, make alterations to the RMB at the Lessor's sole cost and expense. Any such alterations shall be made in accordance with all applicable laws, ordinances, rules, and regulations. shall not violate or be inconsistent with any part of the Plans and Specifications and shall become the property of Lessor upon the termination or expiration of this Lease, unless otherwise agreed to in writing by Lessor. Lessee shall indemnify and save harmless Lessor from (a) any losses, expenses, suits, claims, liens or damages to persons or property (including all costs and attorney's fees) arising out of or resulting from the undertaking of such alterations, and (b) any and all bills for labor performed, and equipment, fixtures, and materials furnished to Lessee in connection with the alterations.


(a) Lessor shall maintain the electrical, plumbing, air conditioning and heating systems, and the structural integrity of the RMB as indicated on the Plans and Specifications for the period of the Lease beginning on the Substantial Completion Date, but shall not be responsible for painting, cleaning, custodial maintenance, replacement of light bulbs and tubes, grounds maintenance, snow removal (including snow around downspouts and on the roof), broken glass or windows, or damage due to vandalism, all of which shall be Lessee's responsibility.

(b) Any requests by the Lessee for maintenance or repairs by the Lessor shall be made as soon as possible but in no event later than five (5) days after the need for such maintenance or repair arises, by an authorized representative of the Lessee hereby designated as Walter Gossert or his designee. Lessor shall perform such maintenance or repairs within a reasonable period of time after receipt of such request from the Lessee. Notwithstanding the foregoing, Lessor will take all reasonable precautions to prevent further damage to the Premises and to prevent injuries to all persons arising from the condition in need of maintenance or repair. However, in the event that the request is of an emergency nature and the Lessee will suffer serious hardship in the absence of such maintenance or repairs, the Lessee shall immediately notify the Lessor of the emergency and the Lessor agrees to perform such maintenance or repairs promptly and to the best of its abilities.

(c) Lessee shall be responsible for keeping the RMB in good and substantial order and condition throughout the term of this Lease.

(d) Lessor warrants that the RMB will be constructed in a workmanlike manner and will conform substantially to the Plans and Specifications. Except for such warranty, LESSOR MAKES NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE RMB, OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE LESSOR HAVE ANY OBLIGATION OR LIABILITY FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO INCIDENTAL AND CONSEQUENTIAL AND SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE RMB.

8. Covenant of Quiet Enjoyment.

The Lessee, upon payment of the rent and performance of all of the terms of this Lease, shall peaceably and quietly enjoy the RMB without any disturbance from the Lessor or from any person claiming through Lessor, subject however, to the terms and conditions of the Lease.

9. Assignment and Subleasing.

(a) Lessee shall not assign this Lease nor sublet all or any part of the RMB without the prior written consent of Lessor. Any such assignment or sublease shall be subject to all the terms and conditions of this Lease and no assignment or sublease shall relieve Lessee of any of its obligations hereunder.

(b) The Lessor may at any time assign all or any part of its rights, title and interest in, under and to this Lease. After any such assignment, the Lessee shall continue to make the payments herein to the Lessor, until the receipt of a written request from the assignee that payments be made to the assignee. Upon such a request, Lessee shall make all subsequent payments to the assignee until notified differently in writing by the assignee. Lessee further agrees to notify the assignee of the payment of any installment of rent to the Lessor which is greater or made more frequently than provided in this Lease. No such assignee shall be obligated to perform any duty, covenant or obligation required to be observed or performed by the Lessor, but Arthur Building Systems, Inc. as original Lessor, shall be and remain liable to perform such duty, covenant or obligation unless otherwise specifically agreed to in writing by the Lessee. The Lessee agrees that in the event of any such assignment that the Lessee will not assert against any such assignee any claim by way of abatement, defense, set-off, counterclaim or otherwise which the Lessee may have by reason of any default of Arthur Building Systems, Inc. as original Lessor under this Lease. Subject to the foregoing, the term "Lessor" shall include any assignee or subsequent assignee then holding any of the rights of the Lessor hereunder.

(c) The Lessee covenants and agrees that the Personal property is and shall remain personal property notwithstanding the manner in which it may become or is affixed to or installed at the Premises and that the Lessor's claim in and to such Personal Property shall remain undiminished and
unaffected by such affixation, installation or storage throughout the term of the Lease and any extension thereof, and until and unless the Lessor or any assignee thereof shall formally release or transfer its interest in and to such Personal Property to or in favor of such Lessee.

The Lessee further agrees that the Lessor and any assignees and their agent may enter upon the Premises (a) at all reasonable times to inspect and/or remove said Personal Property from the Premises whenever it deems necessary to do so to protect its interest, and without accountability of any kind to the Lessee for any such entry, removal and retaking; and (b) during business hours to show the RMB to prospective purchasers, mortgagees or lessees, or for any other reasonable purpose.

Unless otherwise expressly agreed to hereafter in writing by the Lessor and the Lessee, the Lessee hereby waives each and every right which it now has in the Personal Property or which it may hereafter acquire under the laws of the State of Connecticut or by virtue of any deed, lease, mortgage or other agreement now in effect or hereafter received by the Lessee to own, levy upon, distrain, seize, restrain or otherwise hold or possess said Personal Property for any reason.

The Lessee further agrees to cooperate with the Lessor and to provide the Lessor with any information and consents which the Lessor may reasonably request in connection with the terms of this paragraph.

10. Taxes.

Lessee shall pay as additional rent an amount of money equal to the sum of all taxes, assessments and other governmental charges (other than those which are specifically stated to be the obligation of the Lessor on the Plans and Specifications) which may be assessed or levied for any period covered by the term of this Lease upon the RMB and/or the associated site work, if applicable, upon Lessor's interest in the RMB or this lease, or upon the right, privilege, or use of installing or removing the RMB on or from the Premises. Said additional rent shall be due and payable by Lessee within ten (10) days after presentation to Lessee of a copy of any such tax, assessment or charge. Nothing herein contained shall require the Lessee to pay any federal income taxes or state corporation taxes levied upon the income of Lessor. The Lessee shall have the right, at its sole cost and expense, to contest any and all taxes, assessments or charges hereunder.

11. Insurance.

(a) The Lessee shall, at all times while the RMB is on the Premises and at its own expense, maintain the following policies of insurance:

(i) Insurance against loss or damage to the RMB caused by or resulting from fire, lightning, vandalism, malicious mischief and standard extended coverage endorsement perils until notification by Lessor of a required increase in the amount of such insurance, (if any), the amount of insurance shall be $700,000.00, the current replacement cost of the RMB.

(ii) Comprehensive general liability insurance with initial limits of liability of at least one million dollars ($1,000,000) for bodily injury liability and at least one million ($1,000,000) for property damage liability, or a combined single limit of one million dollars ($1,000,000) each occurrence for bodily injury liability and property damage liability. After the first anniversary date of this Lease (including any extensions of this Lease), Lessor may require Lessee to increase the amount of such insurance to an amount designated by Lessor as the then full replacement cost of the RMB. Lessee shall require the increased amount no more frequently than once in a twelve (12) month period.

(b) It is the intention of the Lessor and Lessee that, except for damage or destruction to the RMB caused by the Lessor or its agents, Lessee shall be liable to Lessor for all damage or destruction to the RMB up to a maximum amount equal to the full replacement costs of the RMB at the time of the damage or destruction (the "Maximum Liability"). In the event that the insurance proceeds payable to Lessor are insufficient to pay for such damage or destruction, or if such proceeds are not payable for any reason whatsoever, or if such damage or destruction is not covered by insurance, Lessee agrees to pay or reimburse Lessor an amount which, when added to the insurance proceeds (if any) payable to Lessor, equals the Maximum Liability. Amounts due hereunder shall be deemed to be additional rent and shall be due payable within thirty (30) days after notice from Lessor to Lessee.

(c) Both policies described in subparagraph (a) shall name the Lessor as an additional insured. The policy described in subparagraph (a) shall also name Lessor as loss payee. The Lessee shall deliver to Lessor certificates of insurance showing all coverages required by this Paragraph 11 to be in full force and effect, and naming the Lessor as an additional insured and loss payee.

(d) Lessor shall have the right to waive in writing the insurance requirements of the Lessee described in subparagraph (a) above. In the event of such a waiver, Lessee agrees that it shall be a self-insurer for the benefit of the Lessor for the full replacement cost of the RMB and for the comprehensive general liability set forth in subparagraph (a) (ii).

(e) Lessee hereby waives any rights of subrogation against the Lessor under personal property insurance policies carried by Lessee.
Indemnity.

Lessee shall indemnify and save harmless the Lessor from and against all liabilities, losses, damages, suits, penalties, judgments, claims and expenses of every kind, including reasonable counsel fees, by or on behalf of any party and arising or alleged as arising out of any accident, injury or damage which shall happen in or about the RMB or Premises, however occurring, or for any matter arising from the conditions, occupation, maintenance, repair, alteration or use of the RMB or Premises during this Lease, including damage to Lessee’s personal property, except injury or damage caused by Lessor or its agents or attributable to a condition which is the obligation of the Lessor to repair hereunder and for which the Lessor had received written notice thereof and had a reasonable period of time in which to repair such condition.

Governmental Regulations.

Except as provided in Paragraph 3(a) hereof, Lessee shall, at its sole cost and expense, promptly comply with all present and future federal, state and local statutes, ordinances and regulations applicable to the RMB.

Lien/UCC-1.

Lessee shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the RMB. If Lessee cause any improvements, alterations or repairs to be made to the RMB, or shall cause material to be furnished or labor to be performed in connection therewith, Lessee shall be solely responsible therefore, and neither Lessor nor the RMB shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. If any mechanic’s or other lien, charge or order for the payment of money shall be filed against the RMB or against Lessor, whether or not such lien, charge or order is valid or enforceable as such, Lessee shall, at its own cost and expense, cause the same to be canceled and discharged of record or bonded within ten (10) days after the date of the filing thereof. A UCC-1 will be filed protecting the Lessor’s security interest in the building. Lessee shall assist the Lessor in any required filing.

Destruction.

(a) If the RMB shall be totally destroyed by fire or other casualty, Lessee shall immediately give written notice of such destruction to the Lessor and this Lease shall terminate as of the date of receipt of said notice by the Lessor. In such event, Lessor shall be entitled to retain the proceeds of all insurance policies and Lessor shall be liable to Lessor for the full replacement of the RMB, as set forth in Paragraph 11(b). Thereupon the Lessor and the Lessee shall each be relieved and discharged of all future obligations and liabilities hereunder.

(b) If one or more, but not all of the Modules shall be totally destroyed by fire or other casualty, Lessee shall immediately give written notice of such destruction to the Lessor. The Lessor and Lessee shall promptly meet and attempt to reach mutual agreement on an adjustment to the rental payments and to other terms of this Lease affected by the destruction. If Lessor and Lessee fail to reach such agreement within thirty (30) days after receipt of said notice by Lessor, Lessee shall have the option: (i) to continue the Lease at a rental reduced by the same proportion that the square footage of the Modules which are no longer usable bears to the total square footage of all the Modules; or (ii) to repair and restore the damaged Modules to their condition immediately preceding the destruction, to the extent of the insurance proceeds paid to Lessor by reason of such destruction, in which case the rent will be reduced as in subparagraph (i) for the period of repair and restoration.

(c) If any single Module shall be partially damaged by fire or other casualty, Lessee shall immediately give written notice to the Lessor of such fact and Lessor shall promptly and diligently repair and restore such Module to its condition immediately preceding such fire or casualty, to the extent of the insurance proceeds paid to Lessor by reason of such casualty. During such period of repair and restoration, the rent shall be prorated in an equitable manner, based upon the area of Module rendered untenable and the length of time of such repair and restoration.

Condemnation.

If all or substantially all the Premises are taken in condemnation proceedings by right of eminent domain, this Lease shall terminate on the date when a final order is issued in such proceedings, and the rental and other payments herein shall be apportioned and paid in full to that date. Thereafter, the RMB shall be removed by the Lessor as provided in Paragraph 2(c) hereof.

Lease Term.

(a) This Lease shall be for a term of twenty-four (24) months, beginning as of the Substantial Completion Date, and ending twenty-four (24) months thereafter, unless sooner terminated or extended pursuant to the provisions of this Lease.

(b) The Lessor shall use its best efforts to complete installation of the RMB. However, in the event that the efforts of the Lessor are delayed by causes beyond its reasonable control, including acts of God, fires, floods, wars, rules and regulations, whether valid or invalid, inability to obtain materials, actions by its suppliers, or any other similar cause, there shall be a reasonable extension of time for Lessor to complete installation, and Lessor shall in no way be liable to Lessee for such delay in installation. In the event that the time for installation is extended pursuant to this subparagraph, all other dates for performance and payment in this Lease shall be postponed by the same number of days of said extension.

(c) If the Lessor fails to give the required ninety (90) days notice of termination prior to the Lease expiring and the building is still in use at the expiration date, the Lease will be automatically extended on a month to month basis at the rental rate as recalculated in 18c below. Rent will
RMB LEASE
Page 5

not be prorated for any portion of a month.

18. Rental Payments

(a) Lessor hereby leases the RMB to the Lessee, and the Lessee hereby rents the RMB from the Lessor, at the following rental rate commencing upon the Substantial Completion Date.

MONTHLY RENTAL RATE..............................................................$18,632.00

(b) The first such payment shall be due and payable in advance on receipt of an invoice which shall cover the first month of rental commencing on the Substantial Completion Date. Each subsequent payment shall be due and payable without demand on the anniversary of each month. All payments of rent under this Lease shall be made in full by Lessee to Lessor and Lessee shall have no right to set off said payments against any amounts owed or alleged as owed by Lessor to Lessee. Interest at the rate of 1 1/2% per month will be charged for all late payments.

(c) If the Lessee effectively exercises its option to renew this Lease in accordance with Paragraph 17 (c) hereof, the monthly rental provided in subparagraph (a) above shall be adjusted for the renewal period by the cumulative percentage increase or decrease in the Consumer Price Index for the period from the month of the Substantial Completion Date to that month immediately preceding the month in which the original lease expires. For purposes of this subparagraph, "Consumer Price Index" shall mean the "Consumer Price Index for All Urban Consumers," U.S. city average, without seasonal adjustments.

19. Default and Remedies Upon Default

(a) Each of the following events shall be deemed a default by the Lessee under this Lease: (i) a default in the payment of any rental installment hereof which shall continue for more than ten (10) days after the due date thereof; (ii) a default in the payment of any additional rent hereof which shall continue for a period of thirty (30) days after notice thereof from the Lessor to the Lessee; (iii) the breach by Lessee of any other covenant, condition or provision of this Lease which shall continue for a period of thirty (30) days after notice thereof from the Lessor to the Lessee.

(b) Upon the occurrence of an event of default or at any time thereafter, Lessor may, at its option and without any further notice to Lessee, exercise one or more of the following remedies: (i) declare all payments of rent then due or thereafter to become due immediately due and payable; (ii) terminate this Lease; (iii) directly or by its agents, without legal process, and without liability of any nature whatsoever to Lessee, enter upon the Premises and take possession of and remove the RMB and subsequently use the RMB for any purpose whatsoever, and take possession of and remove Lessee's personal property from the RMB and cause the personal property to be stored at Lessee's expense; (iv) seek appropriate relief in law or in equity to enforce Lessee's obligations under this Lease or to recover damages for a breach of the Lease; (v) exercise all other rights of Lessor under applicable law or in equity. No termination, repossession or other act by Lessor after default shall relieve Lessee from any of its obligations under the Lease.

(c) In the event of repossession of a RMB, Lessor shall be entitled to use all private streets and roads of the Lessee without limitation, and to disconnect all utility lines and any fixtures, facilities or equipment necessary to complete such repossession. Lessor agrees to reimburse Lessee on demand for any and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing its rights under this Lease, including without limitation all costs of repossession, storing, insuring, relisting, selling, transporting and disposing of the RMB and Lessee's personal property, and all costs of restoring the Premises to their original condition after the repossession of the RMB. Lessee hereby waives its rights to damages resulting from the removal or repossession of the RMB or its personal property.

(d) Lessor and Lessee acknowledge the difficulty of establishing a value of the unexpired Lease term and therefore agree that the provisions of this Paragraph 19 represent an agreed measure of liquidated damages, and do not constitute a forfeiture or penalty.

20. Notices

All notices relating to this Lease shall be mailed by certified mail, postage prepaid to Lessor and Lessee at the following addresses, or at any other address which may be designated by written notice to the other party.

Lessor: Arthur Building Systems, Inc.
719 Middle Street
P.O. Box 60
Bristol, CT 06011-0060

Lessee: Nassau County Board of County Commissioners
3163 Bailey Road
Fernandina Beach, FL 32035

21. Waivers

The failure of Lessor to insist on strict performance of any of the covenants or conditions of this Lease shall not constitute a waiver or relinquishment of any such rights with respect to subsequent defaults, but the same shall be and remain in full force and effect.
IN WITNESS WHEREOF, the parties have hereunto set their hands, as of the day first written above.

Signed, sealed and delivered in the presence of:

WITNESS:

[Signature]

LESSOR:

ARTHUR BUILDING SYSTEMS, INC.

JOSEPH D. JONES

PRESIDENT/CEO

Title:

LESSEE:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature]

Chairman

Title:

Ex-Officio Clerk

October 21, 1997

State of Connecticut, ss. Bristol, CT

County of Hartford

Personally appeared JOSEPH D. JONES of ARTHUR BUILDING SYSTEMS, INC., signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such PRESIDENT/CEO and the free act and deed of said Corporation.

CHRISTINE ARROYO

October 31, 2000

Notary Public

State of Florida, ss.

County of Nassau

September 26, 1997

Board of County Commissioners

Personally appeared John A. Crawford of Nassau County, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Chairman and the free act and deed of said Corporation, before me.

MARGIE J. ARMSTRONG

Notary Public, State of Florida

My Comm. expires Nov. 5, 1999

Comm. No. CC 503215
(To be attached)

Plans, Specifications, and Proposals

EXHIBIT A
Amendment 1

Correctional Modular Building

The amended lease rate for this project is as follows:

Two (2) Year Lease $19,117.68 per month

** See attachment for supporting documentation.

Accepted:

Date: 11/21/96

[Signature]

Peter A. Gaj, Chief Financial Officer
Arthur Building Systems, Inc.

Date: 12/17/96

[Signature]

John A. Crawford
Nassau County
Board of County Commissioners

[Signature]

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

Approved as to form by the
Nassau County Attorney

[Signature]

Michael S. Mullin
Thursday, October 16, 1997

Mr. Walter Gossett  
Nassau County Corrections  
3163 Bailey Road  
P.O. Box 1010  
Fernandina Beach, FL 32034

Dear Mr. Gossett:

Once again, thank you for putting your trust in Arthur Building Systems by awarding the jail expansion project to us. All of us at Arthur are looking forward to moving forward with this project and making it a successful one for all involved.

We have received the executed lease agreement from you; and upon review, noticed a discrepancy in the monthly lease rate that we need to clarify. The correct lease rate should be $19,117.68, per month, for 24 months, per our proposal, dated August 27, 1997, which includes some changes that were made to the building after the original proposal of August 8, 1997.

We will be forwarding the executed contract with an addendum to you next week. I have also attached a copy of both proposals for your review; so if you should have any questions, please call me at 407-660-6664 to discuss.

Also, we look forward to meeting with you next Thursday, October 23, 1997, to discuss the project, and answer any questions you may have.

Again, thank you for your business.

Sincerely,

David J. Daum  
Senior Account Executive

DJD.rw
Amended Pricing Sheet
for
Nassau County Correctional Facility
Yulee, FL
September 8, 1997

Building Size: 60'x96'
Total Square Feet: 5,760 Nominal
Inmate Count: 50
(Per ACA Code)

A. Two-Year Lease:
   60 Days: .................$21,043.68 per month, for 24 months*
   90 Days: .................$19,117.68 per month, for 24 months*

   * Purchase Option at end of lease:
     60 Days: ........................................$247,279.00
     90 Days: ........................................$226,261.00

B. Two-Year Lease/Purchase:
   60 Days: .................$31,056.00 per month, for 24 months*
   90 Days: .................$28,274.68 per month, for 24 months*

*General Notes: Schedule is from receipt of the Approved Drawings, Approved Materials, and Approved Material Colors from the client.

Also, please note that the guard station will also house the water heater, main electrical distribution panel and fire alarm control panel.
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Aon Risk Services, Inc of the Carolinas
121 W. Trade St., Suite 400
Charlotte, NC 28202
704-343-4100

**INSURED**
Arthur Building Systems, Inc.
120 Halycon Street
PO Box 60
Bristol, CT 06011-0060

**COVERAGE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>INSURED COMPANY</th>
<th>PRODUCER</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Twin City Fire Ins. Co.</td>
<td>Aon Risk Services, Inc of the Carolinas</td>
</tr>
<tr>
<td>C</td>
<td>Security Ins. Co. of Hartford</td>
<td>Aon Risk Services, Inc of the Carolinas</td>
</tr>
<tr>
<td>D</td>
<td>Security Ins. Co. of Hartford</td>
<td>Aon Risk Services, Inc of the Carolinas</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

ARTHUR BUILDING SYSTEMS, INC.'S PROJECT #11004 - NASSAU COUNTY CORRECTIONAL
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS IS AN ADDITIONAL INSURED
AS RESPECTS THIS PROJECT

**CERTIFICATE HOLDER**
Nassau County Board of County Commissioners
3163 Bailey Road
Fernandina Beach, FL 32035

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

**ACORD 25-S (1/98)**
1:14:39  Upon the request and recommendation of the County Coordinator, it was moved by Commissioner Marshall, seconded by Commissioner Howard, and unanimously carried to purchase from Arthur Building Systems, Inc. the temporary correctional modular building that is currently being leased to house inmates for $226,261, with funds to be expended from the one-cent sales surtax.
**INVOICE TO:**

Nassau County Bd. of Cty Comm.
ATTN: Accounts Payable
3163 Bailey Road
Fernandina Beach, FL 32035-1010

**REMIT TO:**

Resun Leasing, Inc.
P.O. Box 8538-718
Philadelphia, PA 19171-0713

<table>
<thead>
<tr>
<th>MODEL</th>
<th>SERIAL #</th>
<th>DESCRIPTION</th>
<th>FROM</th>
<th>THROUGH</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>12' x 60'</td>
<td>CP694YC-1</td>
<td>Modular Office</td>
<td>28,282.62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12' x 60'</td>
<td>CP694YC-2</td>
<td>Modular Office</td>
<td>28,282.62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12' x 60'</td>
<td>CP694YC-3</td>
<td>Modular Office</td>
<td>28,282.62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12' x 60'</td>
<td>CP694YC-4</td>
<td>Modular Office</td>
<td>28,282.62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12' x 60'</td>
<td>CP694YC-5</td>
<td>Modular Office</td>
<td>28,282.63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12' x 60'</td>
<td>CP694YC-6</td>
<td>Modular Office</td>
<td>28,282.63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12' x 60'</td>
<td>CP694YC-7</td>
<td>Modular Office</td>
<td>28,282.63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12' x 60'</td>
<td>CP694YC-8</td>
<td>Modular Office</td>
<td>28,282.63</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sale of Modular Office,
SN CP694YC-1 - CP694YC-9

Sale of Equipment

| Invoice Subtotal | 226,261.00 |
| Sales Tax | 50 |
| **Total** | **226,261.00** |
FROM: RESUN LEASING JACKSONVILLE FL       FAX NO.: 9048803036

RESUN LEASING, INC

FACSIMILE TRANSMITTAL SHEET

TO: Beth
FROM: Darla

FAX NUMBER: DATE: 5-5-00

COMPANY: TOTAL NO. OF PAGES INCLUDING COVER: 

PHONE NUMBER: SENDER'S REFERENCE NUMBER:

RE: YOUR REFERENCE NUMBER: Invoice copy

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS

Have a great weekend.

Darla

11459 Philips Highway, Jacksonville, FL 32256
Phone 904 880-9698
Fax 904 880-3036