

# GOVERNMENTAL CERTIFICATE

<b>Principal</b> \$100,000.00	<b>Loan Date</b> 05-19-2009	<b>Maturity</b> 05-19-2010	<b>Loan No</b> 4401748150	<b>Call / Coll</b>	<b>Account</b> WAA3354	<b>Officer</b> 315	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

<b>Entity:</b> Wakulla County Board of County Commissioners 3056 Crawfordville Hwy Crawfordville, FL 32346	<b>Lender:</b> Capital City Bank Main Office-Corp P. O. Box 900 Tallahassee, FL 32302
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**WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:**

**THE ENTITY'S EXISTENCE.** The complete and correct name of the governmental entity is Wakulla County Board of County Commissioners ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Florida. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 3056 Crawfordville Hwy, Crawfordville, FL 32346. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

**CERTIFICATES ADOPTED.** At a meeting of the appropriate governing body of the Entity, duly called and held on \_\_\_\_\_, at \_\_\_\_\_ which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

**OFFICIALS.** The following named persons is an Officials of Wakulla County Board of County Commissioners :

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Howard W. Kessler	Chairman	Y    X	_____
Brent X. Thurmond	Clerk of Court	Y    X	_____
Ben Pingree	Administrator	Y    X	_____

**ACTIONS AUTHORIZED.** All of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, all of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed; however, not exceeding at any one time the amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00), in addition to such sum or sums of money as may be currently borrowed by the Entity from Lender.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**ASSUMED BUSINESS NAMES.** The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: None.

**NOTICES TO LENDER.** The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

**CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES.** The Officials named above is duly elected, appointed, or employed by or for the

**GOVERNMENTAL CERTIFICATE  
(Continued)**

Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated May 19, 2009.

**CERTIFIED TO AND ATTESTED BY:**

X \_\_\_\_\_  
Howard W. Kessler , Chairman of Wakulla County  
Board of County Commissioners

X \_\_\_\_\_  
Brent X. Thurmond , Clerk of Court of Wakulla  
County Board of County Commissioners

X \_\_\_\_\_  
Ben Pingree, Administrator of Wakulla County Board  
of County Commissioners

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

# AGREEMENT TO PROVIDE INSURANCE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$100,000.00	05-19-2009	05-19-2010	4401748150		WAA3354	315	

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Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Grantor:** Wakulla County Board of County Commissioners  
3056 Crawfordville Hwy  
Crawfordville, FL 32346

**Lender:** Capital City Bank  
Main Office-Corp  
P. O. Box 900  
Tallahassee, FL 32302

**INSURANCE REQUIREMENTS.** Grantor, Wakulla County Board of County Commissioners ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

**Collateral:** All Equipment now owned or to acquire in the future regardless of location;  
**Type:** All risks, including fire, theft and liability.  
**Amount:** Full Insurable Value.  
**Basis:** Replacement value.  
**Endorsements:** Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.  
**Latest Delivery Date:** By the loan closing date.

**INSURANCE COMPANY.** Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

**INSURANCE MAILING ADDRESS.** All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

Capital City Bank  
Loan Operations  
Post Office Box 900  
Tallahassee, FL 32302-0900

**FAILURE TO PROVIDE INSURANCE.** Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of May 19, 2009, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

**AUTHORIZATION.** For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MAY 19, 2009.**

**GRANTOR:**

**WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Howard W. Kessler, Chairman of Wakulla County  
Board of County Commissioners

By: \_\_\_\_\_  
Brent X. Thurmond, Clerk of Court of Wakulla  
County Board of County Commissioners

By: \_\_\_\_\_  
Ben Pingree, Administrator of Wakulla County  
Board of County Commissioners

# NOTICE OF INSURANCE REQUIREMENTS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	05-19-2009		4401748150		WAA3354	315	

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**Grantor:** Wakulla County Board of County Commissioners  
3056 Crawfordville Hwy  
Crawfordville, FL 32346

**Lender:** Capital City Bank  
Main Office-Corp  
P. O. Box 900  
Tallahassee, FL 32302

TO: ATTN: Insurance Agent

DATE: May 19, 2009

RE: Policy Number(s):  
Insurance Companies/Company:

Dear Insurance Agent:

Grantor, Wakulla County Board of County Commissioners ("Grantor") is obtaining a loan from Capital City Bank. Please send appropriate evidence of insurance to Capital City Bank, together with the requested endorsements, on the following property, which Grantor is giving as security for the loan.

**Collateral:** All Equipment now owned or to acquire in the future regardless of location;  
**Type:** All risks, including fire, theft and liability.  
**Amount:** Full Insurable Value.  
**Basis:** Replacement value.  
**Endorsements:** Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.  
**Latest Delivery Date:** By the loan closing date.

GRANTOR:

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Howard W. Kessler, Chairman of Wakulla County  
Board of County Commissioners

By: \_\_\_\_\_  
Brent X. Thurmond, Clerk of Court of Wakulla  
County Board of County Commissioners

By: \_\_\_\_\_  
Ben Pingree, Administrator of Wakulla County  
Board of County Commissioners

RETURN TO:

Capital City Bank  
Loan Operations  
Post Office Box 900  
Tallahassee, FL 32302-0900

# DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$100,000.00	05-19-2009	05-19-2010	4401748150		WAA3354	315	

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**Borrower:** Wakulla County Board of County Commissioners  
3056 Crawfordville Hwy  
Crawfordville, FL 32346

**Lender:** Capital City Bank  
Main Office-Corp  
P. O. Box 900  
Tallahassee, FL 32302

**LOAN TYPE.** This is a Fixed Rate (3.420%) Nondisclosable Loan to a Government Entity for \$100,000.00 due on May 19, 2010.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.  
 Business (Including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: Finance Software and Software Training .

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$100,000.00 as follows:

Other Disbursements:	\$100,000.00
\$100,000.00 to be Disbursed	
	<hr/>
Note Principal:	\$100,000.00

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED MAY 19, 2009.

**BORROWER:**

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Howard W. Kessler, Chairman of Wakulla County  
Board of County Commissioners

By: \_\_\_\_\_  
Brent X. Thurmond, Clerk of Court of Wakulla  
County Board of County Commissioners

By: \_\_\_\_\_  
Ben Pingree, Administrator of Wakulla County  
Board of County Commissioners