

RESOLUTION NO. 2010- 87

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A CONSENT AND AGREEMENT TO FUTURE ADVANCE AND MODIFICATION OF MORTGAGE OF LEASEHOLD INTEREST FOR THE SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONSENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, Junior Service League of St. Augustine, Inc., a Florida not-for-profit corporation, Lessee (“JSL”) entered into a Lease with the County in 1982 for the property on Lighthouse Avenue. With consent of the County, JSL entered into a Sub-Lease with the The Saint Augustine Lighthouse and Museum, Inc., a Florida not-for-profit corporation, (“Lighthouse”) in 1998 to use the property for community meetings, cultural and historical facility by the public. In 2000 a Consent and Agreement to Mortgage of Leasehold Interest was executed as shown on the attached Exhibit “A”, incorporated by reference and made a part hereof; and

**WHEREAS**, The Executive Director of Lighthouse has requested a Consent and Agreement to Future Advance and Modification of Mortgage of Leasehold Interests, (“Consent”) attached hereto as Exhibit “B”, incorporated by reference and made a part hereof, for a fund raising campaign to support a capital improvement project outlined in the attached request; and

**WHEREAS**, the Consent, attached hereto as Exhibit “C”, incorporated by reference and made a part hereof, to allow the project to continue; and

**WHEREAS**, to the extent that there are typographical, or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the Consent and Agreement Future Advance and Modification of Mortgage of Leasehold Interest and authorizes the County Administrator, or designee, to execute said Modification on behalf of the County.

Section 3. The Clerk is instructed to record the Consent and Agreement to Future Advance and Modification of Mortgage of Leasehold Interest in the Public Records of St. Johns County, Florida.

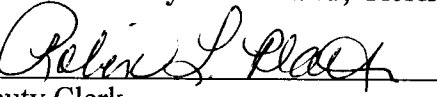
PASSED AND ADOPTED this 6<sup>th</sup> day of April, 2010.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By:   
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

RENDITION DATE 4/7/2010

By:   
Deputy Clerk

Public Records of  
St. Johns County, FL  
Clerk# 00-005918  
O.R. 1473 PG 1644  
12:14PM 02/11/2000  
REC \$85.00 SUR \$11.00

This Instrument Prepared By:  
John D. Bailey, Jr.  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN. 6-99-617

**CONSENT AND AGREEMENT  
TO MORTGAGE OF LEASEHOLD INTEREST**

**THIS CONSENT AND AGREEMENT TO MORTGAGE OF LEASEHOLD INTEREST ("Agreement") is made this 27<sup>th</sup> day of JANUARY, 2000 by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Lessor"), JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a Florida not-for-profit corporation ("Lessee") THE SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC., a Florida not-for-profit corporation (the "Sublessee") and the BANK OF ST. AUGUSTINE ("Mortgagee").**

**RECITALS**

1. Lessor and Lessee executed a Lease dated April 13, 1982, recorded in Official Records 535, Page 50, as amended by Amendment to Lease Agreement dated December 16, 1983, recorded in Official Records 619, Page 313, both of the public records of St. Johns County, Florida (collectively, the "Lease"), whereby Lessor leased to Lessee the real property described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Premises").
2. With the consent of Lessor, Lessee subleased the Premises to Sublessee by Sublease dated January 1, 1998, recorded in Official Records Book 473 Page 1619, of the public records of St. Johns County, Florida (the "Sublease").
3. Sublessee desires to mortgage its leasehold interest ("Leasehold Interest") in the portion of the Premises described on Exhibit "B" attached hereto and by this reference made a part hereof ("Mortgaged Premises") to Mortgagee to secure financing in the amount of Five Hundred Forty-Three Thousand Seven Hundred Fifty Dollars and No/100's (\$543,750.00) for construction of a gift shop and visitor's information center on the Premises (the "Leasehold Improvements").
4. Sublessee has requested Lessor and Lessee to consent to the mortgage of its Leasehold Interest in the Mortgaged Premises to Mortgagee and Lessor and Lessee have agreed to do so on the terms and conditions set forth below.

5. Upon expiration of the Lease, the Leasehold Improvements shall automatically belong to the Lessor.

**NOW, THEREFORE**, inconsideration of the mutual promises and covenants set forth below, the Lessor, Lessee and Sublessee agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Mortgage of Leasehold Interest. Sublessee may mortgage its Leasehold Interest in the Mortgaged Premises, together with all appurtenances thereto, as security for any indebtedness of Sublessee to Mortgagee under the Leasehold Mortgage and Security Agreement encumbering the Mortgaged Premises to be executed and delivered by Sublessee to Mortgagee (the "Leasehold Mortgage"). The execution of the Leasehold Mortgage, the foreclosure thereof or the sale of Sublessee's Leasehold Interest in the Mortgaged Premises, either by judicial proceedings, deed in lieu of foreclosure or by virtue of any power reserved in the Leasehold Mortgage shall not be a violation of the terms or conditions of the Lease or Sublease, and Lessor and Lessee hereby consent to the foregoing and, at the option of Mortgagee, agree to recognize Mortgagee as the Lessee under the Sublease upon such foreclosure, assignment or other transfer. The holder of the Leasehold Mortgage who acquires the Leasehold Interest in the Mortgaged Premises by judicial proceedings or deed in lieu of foreclosure and any entity to which the holder of the Leasehold Mortgage sublets the Premises, shall use and occupy the Mortgaged Premises in accordance with all terms and conditions of the Lease and Sublease, except as provided below. The parties acknowledge that the Leasehold Improvements (i.e., a gift shop and visitor's information center) are permitted uses under the terms and conditions of the Lease and Sublease.

Without limiting the foregoing, upon such foreclosure, assignment or other transfer of Sublessee's Leasehold Interest in the Mortgaged Premises, Mortgagee may, at its option:

- (i) use and occupy the Mortgaged Premises in accordance with all terms and conditions of the Lease and Sublease or;
- (ii) sublet the Mortgaged Premises to a governmental entity or non-profit corporation which shall use and occupy the Mortgaged Premises in accordance with all terms and conditions of the Lease and Sublease, except for the rent which shall be established by Mortgagee; or
- (iii) request the Lessor to advertise the Mortgaged Premises for lease to the highest and best bidder in accordance with the procedure set forth in Section 125.35,

Florida Statutes (1999), or any successor statute, in which case Lessor may accept the bid of the highest bidder complying with the terms and conditions set forth in the advertised notice or reject all bids because they are too low. The terms and condition of the bid shall:

(a) require payment of rent in an amount sufficient to service and amortize the indebtedness due under the Leasehold Mortgage, as certified by Mortgagee; and

(b) require submittal of financial information, including current financial statements and tax returns of the bidder, in a form acceptable to Mortgagee.

Notwithstanding the above, Lessor will not accept any bid unless the bidder demonstrates to Lessor and Mortgagee that it has the business experience and financial ability to satisfy the intent of this Agreement and the obligations of Sublessee under the Sublease and Leasehold Mortgage. If the Mortgaged Premises is sublet to the highest and best bidder, such bidder shall use and occupy the Mortgaged Premises in accordance with all terms and conditions of the Lease and Sublease, except for the rent which shall be as set forth in the highest bid. Mortgagee may apply one hundred percent (100%) of the rents collected by it for the Mortgaged Premises to the indebtedness due under the Leasehold Mortgage. Provided, the foregoing sentence shall not relieve Mortgagee or Lessee of its obligations under the Lease or Sublease.

If the Mortgaged Premises is occupied by Mortgagee or sublet as provided above, the parties will cooperate with each other and grant licenses or cross-easements as necessary to permit the full use and enjoyment of all common facilities serving the Premises and Mortgaged Premises.

3. Notice of Default and Rights of Mortgagee.

(A) No notice of an Event of Default shall be deemed to have been given by Lessor to Lessee or by Lessee to Sublessee unless and until a copy thereof shall have been delivered by Lessor or Lessee, as appropriate, to Mortgagee by certified mail or by hand delivery. Lessor agrees to accept performance and compliance by the Mortgagee of and with any of the terms of this Lease with the same force and effect as though kept, observed or performed by Lessee. Nothing contained herein shall be construed as imposing any mandatory obligation upon Mortgagee to so perform or comply on behalf of Sublessee. The preceding sentence shall, however, not be deemed to waive any remedies of the Lessor or Lessee for failure of the obligations to be performed.

(B) Irrespective of any other right Mortgagee may have to maintain the Sublease free from default and in the meantime to foreclose its Leasehold Mortgage or exercise any other rights it may have to take possession of the Premises by transfer, deed in lieu of foreclosure or otherwise, Mortgagee, as to any event of default under the Lease or Sublease that may not be cured by the payment of money and which may be cured, whether with or without entry upon the Premises, shall have the right to cure such event of default and, if necessary, to extend the period of time within which to cure such event of default for such reasonable additional time which, with all due diligence and in good faith, will enable the Mortgagee to institute foreclosure proceedings, if necessary, apply for the appointment of a receiver for the purpose, among other things, of diligently curing such event of default and to acquire by foreclosure the Leasehold Interest, and, in the meantime and at the earliest opportunity, to cure such event of default; provided, however, the following conditions are duly and timely fulfilled:

(i) Mortgagee, within sixty (60) days after Lessor or Lessee gives notice to the Mortgagee of such an event of default pursuant to the requirements of the Lease or Sublease, shall give written notice to Lessor or Lessee of its intention with respect to the Leasehold Interest and curing of such event of default;

(ii) Mortgagee, after the giving of such notice of intention, may promptly institute foreclosure action and may prosecute the same through foreclosure sale in good faith and with due diligence and continuity;

(iii) Mortgagee, during all the time mentioned after the giving of such notice of intention, to the extent within its control, when acting in good faith and with due diligence, either through itself or by means of such receiver, shall commence, and diligently continue, to cure such event of default and, additionally, shall maintain the Lease and Sublease free from any further events of default; and

(iv) Mortgagee, as to any event of default curable by the payment of money, shall promptly cure such default by the payment of the sums due and owing.

Notwithstanding anything herein contained to the contrary, Mortgagee shall not be required to institute foreclosure proceedings if the Mortgagee is able to acquire and does acquire the Leasehold Interest by any other means.

4. Modification of Lease or Sublease. For so long as the Leasehold Mortgage is in effect, no modification, amendment, assignment, surrender or cancellation of the Lease or Sublease, except as otherwise provided herein, shall be effective without written approval of the Leasehold Mortgagee.

- 5. Insurance Payments. Notwithstanding any provisions of the Lease or Sublease to the contrary, the use, payment, disbursement or distribution of any and all proceeds of insurance policies or condemnation proceedings shall be governed by the provisions of the Leasehold Mortgage and Lessor and Lessee hereby agree and acknowledge that any and all rights to same under the Lease or Sublease, to the extent the Lease or Sublease is inconsistent with the provisions of any such Leasehold Mortgage are hereby waived by Lessor and Lessee.
- 6. Limitation of Lessor's Liability. Any other provision of this Agreement notwithstanding, Lessor shall have no liability or obligation to pay Mortgagee or any other party for any indebtedness incurred by Lessee, Sublessee or any other party under any Leasehold Mortgage described in paragraph 2 above. No property owned by Lessor shall be mortgaged in fee under this Agreement or any Leasehold Mortgage described in paragraph 2 above. Lessee's limitations of liability in the Lease shall remain fully in effect.
- 7. Recording. The Sublessee, at its expense, shall record this Agreement in the public records of St. Johns County, Florida. Such recording shall occur no later than five (5) days after the Agreement is fully signed by all parties.
- 8. Other Terms and Conditions. All other terms, conditions and provisions of the Lease and Sublease not in conflict with the provisions of this agreement are and shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Consent on the date and year first above written.

Signed, sealed and delivered in the presence of:

ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida

Laura S. Taylor  
 Witness: Laura S. Taylor  
 (type or print name)

By: Ben W. Adams, Jr.  
 Print Name: BEN W. ADAMS, JR.  
 Title: COUNTY ADMINISTRATOR

David E. Halstead  
 Witness: DAVID E. HALSTEAD  
 (type or print name)

Attest: Patricia Lopez  
 Its Deputy Clerk

Lessor  
 Address: Post Office Drawer 349  
 St. Augustine, Florida 32085-0349

OR1473PG1649

JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a Florida not-for-profit corporation

MELANIE BROWN  
Witness: MELANIE BROWN  
(type or print name)

Alexandra Givens  
Witness: Alexandra Givens  
(type or print name)

By: Beverly W. Field  
Print Name: BEVERLY W. FIELD  
Title: JSL PRESIDENT

(CORPORATE SEAL)

Lessee

Address: 81 Lighthouse Avenue  
St. Augustine, Florida 32084

THE SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC., a Florida not-for-profit corporation

DIANE SOLANA  
Witness: DIANE SOLANA  
(type or print name)

Ercilla P McFee  
Witness: Ercilla P McFee  
(type or print name)

By: Nancy Sikes-Kline  
Print Name: Nancy Sikes-Kline  
Title: Chairperson, Board of Trustees

(CORPORATE SEAL)

Sublessee

Address: 81 Lighthouse Avenue  
St. Augustine, Florida 32084

BANK OF ST. AUGUSTINE

Harry J. Bell  
Witness: HARRY J. BELL  
(type or print name)

John D. Bailey Jr.  
Witness: John D. Bailey Jr.  
(type or print name)

By: Andrew J. Arnold  
Print Name: ANDREW J. ARNOLD  
Title: SENIOR VICE PRESIDENT

(CORPORATE SEAL)

Mortgagee

Address: 120 State Road 312 West  
St. Augustine, Florida 32086



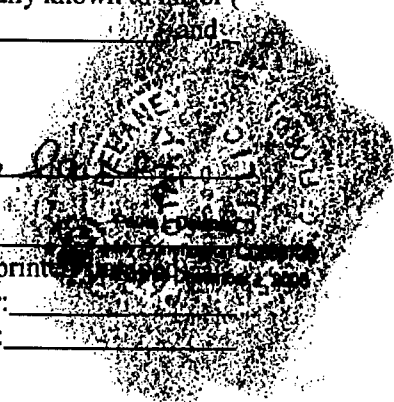
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STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 7<sup>th</sup> day of February, 2000, by Ben W. Adams, as County Administrator and Patricia DeGrane as Deputy Clerk, who () are personally known to me or () have produced Florida driver's license numbers \_\_\_\_\_ and \_\_\_\_\_, respectively, as identification.

Paul DeGrane  
Notary Public

(Name of notary, typed/printed)  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

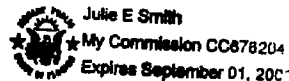


STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2000, by Beverly Fowdy as President of the Junior Service League of St. Augustine, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who () is personally known to me or () has produced Florida driver's license number \_\_\_\_\_, as identification.

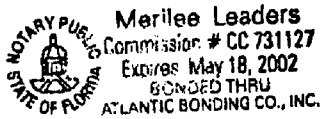
Julie E. Smith  
Notary Public  
Julie E. Smith

(Name of notary, typed/printed/stamped)  
My commission number: CC676204  
My commission expires: 9-01-01



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY, 2000, by Nancy Sikes-Kline President of The Saint Augustine Lighthouse and Museum, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (  ) is personally known to me or (  ) has produced Florida driver's license number FL Lic S224-636-56-891-D as identification.



Merilee Leaders  
Notary Public  
MERILEE LEADERS  
(Name of notary, typed/printed/stamped)  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 31 day of January, 2000, by Andrew J. Amick, as Senior VP of Bank of St. Augustine, on behalf of the corporation, who (  ) is personally known to me or (  ) has produced Florida driver's license number \_\_\_\_\_ as identification.



Gloria M. Banta  
Notary Public  
(Name of notary, typed/printed/stamped)  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

82 5539

LEASE

REF 535 PAGE 550

OR1473P61652

THIS LEASE made this 13th day of April, 1982, by and between THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, hereinafter referred to as Lessor, and JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a corporation not for profit, organized under the laws of the State of Florida, hereinafter referred to as Lessee:

ARTICLE I

PROPERTY DEMISED

Upon the terms and conditions hereinafter set forth, Lessor does hereby lease, let and demise unto Lessee and Lessee does hereby rent of and from Lessor the following-described property, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

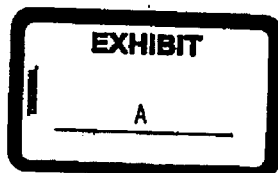
In the event that Exhibit A should inadvertently include the tennis courts located in the northeast corner of the site, it is the specific intent of the parties hereto that this Lease does not include the tennis courts or access thereto.

ARTICLE II

DURATION OF LEASE TERM

A. The term and duration of this Lease shall be ninety-nine (99) years commencing from the date of this Lease, provided however, that if the said JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., shall not commence reconstruction of the improvements in accord with plans and specifications having the prior approval of the Board on said property within five (5) years of the date hereof, or if the Lessee shall have not substantially completed said improvements by ten (10) years from the date hereof, then this Lease shall automatically terminate and the Lessee shall provide Lessor with a written acknowledgment that the lease has terminated, and

FURTHER PROVIDED that if the Lessee, during the term of this Lease shall cease to use the property as a community meeting,



cultural and historical facility, then this lease shall automatically terminate and the Lessee shall provide Lessor with a written acknowledgment that the Lease is terminated.

ARTICLE III

RENT

The rent for the leasehold term shall be \$1.00, receipt of which is hereby acknowledged.

ARTICLE IV

COVENANTS

It is covenanted and agreed by and between the parties hereto that Lessee shall keep, perform and abide by each of the following covenants and conditions:

A. Lessee shall secure the prior written approval of Lessor of all plans and specifications for the construction or reconstruction of improvements on the site and shall insure that all such construction is in conformity with the approved plans and specifications.

B. Lessee shall use the demised premises as a site to reconstruct and operate a facility as a community meeting, cultural and historical facility for use by the public for the social and cultural use of the public, at reasonable charges and with reasonable regulations, which regulations must be approved by Lessor prior to implementation, as established by Lessee and the property shall be used for no other purpose whatsoever without the written consent of the Lessor.

C. Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof without the prior written consent of the Lessor.

D. Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments, and of any and all of their departments and bureaus applicable to the demised premises, for all purposes, including but not limited to the correction, prevention, and abatement of nuisances or other

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grievances, in, upon or connected with the demised premises during the lease term.

E. Lessee assumes all risks of loss and damage, from any cause whatsoever, to property of Lessee that is brought upon the demised premises.

F. Lessee shall and will hold Lessor harmless from any and all claims for loss or damage from any cause whatsoever resulting from the use and possession of the demised premises by Lessee and shall further hold Lessor free and harmless from the claims of any agents, clients, patients, guests, invitees, servants, or employees of Lessee for any damages to person or to property occurring while the agents, guests, clients, patients, invitees, servants, or employees or their property is upon the demised premises.

G. Lessee shall not suffer the demised premises or any erection or improvement thereon to become subject to any lien, charge, or encumbrance whatsoever, and shall indemnify Lessor against all such liens, charges and encumbrances. The interest of the Lessor shall not be subject to liens for improvements made by Lessee.

H. Lessee shall arrange for and shall pay for all utility services required on the demised premises, including, but not limited to, gas, electricity, water, sewer, and telephone; and Lessee shall indemnify the Lessor against any liability or damages arising in connection with the use of utilities.

I. At the expiration of the lease term, Lessee shall quit and surrender the demised premises, and all real property improvements and fixtures constructed on or added to the leased property shall be the property of the Lessor unless the Lessor requests Lessee in writing to remove such improvements and fixtures in which event Lessee shall cause same to be removed by the date of the Lease termination or within sixty (60) days, whichever is later. Any personal property or chattel not removed prior to the lease termination shall become the property of the Lessor.

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J. Lessee shall keep any building, structure, or fixture on the demised premises in a clean, neat, and orderly condition, and shall maintain the immediate surrounding grounds in an equally clean, neat, and safe condition, at all times, keeping papers, bottles, and similar items of trash and refuse off the grounds.

K. Lessee shall pay and indemnify Lessor against all costs and charges, including Lessor's legal fees, lawfully and reasonably incurred in regaining possession of the demised premises after default of Lessee, or after the Lessee's failure to surrender possession upon expiration of the term of this Lease, or otherwise incurred by Lessor to enforce any covenants of this Lease.

L. If Lessee defaults in the observance or performance of any term of covenant on the Lessee's part to be observed or performed under any of the terms or provisions in any section of this Lease, Lessor may immediately or at any time thereafter, after due notice to Lessee, perform the same for Lessee; and if Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, sums paid or obligations incurred, with interest and costs, shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor within thirty (30) days after receipt by Lessee of a bill or statement setting forth the expenses or obligations so incurred.

M. That during the term of this Lease, Lessor will insure and keep insured the premises with Fire and Extended Coverage policies in an amount equal to 100% of the estimated replacement value of the buildings and fixtures which may have been paid for by the Lessee.

N. Lessee shall keep the demised premises insured throughout the term of this Lease against the following:

Claims for personal injury or property damage, under a policy of general public liability insurance, in the amounts of \$100,000.00 per person and \$300,000.00 per incident, or such

other limits as may be reasonably requested by Lessor, from time to time.

All insurance provided for in accordance with this Lease shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Florida; and shall name St. Johns County as an insured entity thereunder, and Lessee shall provide proof to Lessor that Lessee has obtained all required insurance and shall notify Lessor immediately in the event all or any part of the coverage is cancelled or suspended. Lessee recognizes and agrees that any insurance of Lessor covering the demised premises shall not reduce the insurance required of Lessee.

O. Lessee shall not make or suffer waste to the real property, improvements and fixtures and shall continuously maintain same in good repair.

ARTICLE V

MAINTENANCE, REPAIRS AND ALTERATIONS

Lessor shall retain the responsibility for the maintenance and repair of all exterior, roofing, and structural elements of the building located on the leased property together with such repairs or replacements of the plumbing, heating, ventilation and air conditioning, electrical and other necessary repairs to the fixtures and equipment located thereon as exceed in cost the sum of ONE THOUSAND DOLLARS (\$1,000.00) per year. Lessor shall maintain and repair all paved areas of the leased premises. Lessee shall maintain the property in good clean condition and shall perform all routine maintenance, interior, painting, landscaping of the immediate grounds and the like. Any renovations, repairs, or improvements to the leased premises shall not result in the leased premises being subject to mechanics liens to the extent that such improvements are contracted for by Lessee. Lessee shall institute and comply with all reasonable requirements of the Lessor regarding the performance of its maintenance obligations, including, but not limited to, institution of preventative maintenance programs as

may be specified by Lessor; which preventative maintenance programs shall include but not be limited to the requirement that Lessee, at its expense, obtain service maintenance contracts for all heating, air conditioning and other mechanical equipment as may be present or installed on the premises.

ARTICLE VI

ADDITIONAL COVENANTS

A. Upon the performance by Lessee of all the terms, conditions, and covenants herein contained on the part of Lessee to be kept and performed, Lessee shall have quiet and peaceful enjoyment and possession of the demised premises, though such possession shall be subject to all the rights conferred by Lessor pursuant to the conditions of this Lease.

B. Lessor and its agents shall have the right at all reasonable times during the term of this Lease to enter the demised premises for the purpose of inspecting the land and all structures and improvements thereon.

C. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new tenancy from year to year shall be automatically created between Lessor and Lessee which shall be terminable on sixty (60) days written notice served by either Lessor or Lessee on the other party.

D. If at any time during the term of this Lease, Lessee abandons the demised premises, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages for any payment of any kind whatsoever. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor may deem proper and is hereby relieved of all liability for doing so.

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E. Any notice required by the terms of this Lease shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, addressed as follows:

To Lessee: P.O. Box 244, St. Augustine, Florida, 32084. To Lessor: Board of County Commissioners of St. Johns County, St. Johns County Courthouse, St. Augustine, Florida, 32084.

And notice shall be deemed given when it shall have been deposited in the United States Mail with sufficient postage prepaid thereon to carry it to its destination. The parties hereto may change the place of giving of notice, provided that any notice changing the place for the giving of notice is given in accordance with the provisions of this Section.

F. The rights of the Lessor under this lease shall be cumulative, and failure on the part of Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any rights.

G. This Lease evidences an entire agreement and shall not be modified or altered by any verbal understanding between the parties, their agents or representatives unless and until such change or modification shall have been reduced to writing and signed by the parties.

H. This Lease is granted pursuant to the authority of Florida Statute 125.38, and a resolution of the Board of County Commissioners, County of St. Johns, on April 13, 1982.

I. This Lease shall be recorded in its entirety in the Official Public Records of St. Johns County, Florida, by Lessee at Lessee's expense and if not recorded on or before May 1, 1982, shall automatically terminate on such date.

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IN WITNESS WHEREOF, Lessor has caused this Lease to be executed by its proper corporate offices, its corporate seal to be affixed, and Lessee has executed this Lease, all of which has been done on the day and year first above written.

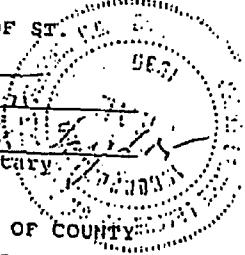
Signed, sealed and delivered in the presence of:

Marie Hudson  
[Signature]

JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.

By: [Signature]

ATTEST [Signature]  
Corporate Secretary



Signed, sealed and delivered in the presence of:

Marie Hudson

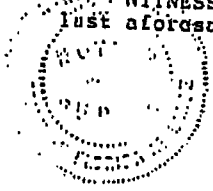
ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS

By: Francis N Brubaker  
Chairman

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Susan Burron and [Signature] to me to be the President and Secretary respectively of the corporation named herein, and that they severally acknowledged executing the same in the presence of a witness freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of April, 1982.



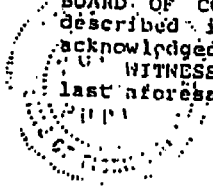
Marie Hudson  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: [Date]  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 29, 1982

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Francis N. Brubaker as Chairman of the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of April, 1982.



Marie Hudson  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: 10-29-82  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 29, 1982

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

1982 APR 20 11:343

Cliff "Bud" Munket  
CLERK OF CIRCUIT COURT

VERIFIED BY  
[Signature]

DR1473PG1660

**DESCRIPTION BY SURVEYOR**

A PARCEL OF LAND IN SECTION 21 AND SECTION 58, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 192, PAGES 24 THRU 27 INCLUSIVE AND EXCEPTING THEREFROM THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 535, PAGE 557, ALL OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE S 07° 54'00" E ALONG THE WEST LINE OF SAID SECTION 21 A DISTANCE OF 640.20 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CARVER STREET; THENCE CONTINUE S 07° 54'00" E, 140.00; THENCE N 82° 08'00" E, 143.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF OLD BEACH ROAD; THENCE S 08° 27'00" E ALONG SAID WEST RIGHT-OF-WAY LINE 251.91 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S 08° 27'00" E ALONG SAID WEST RIGHT-OF-WAY LINE 268.11 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ANASTASIA AVENUE; THENCE S 82° 08'00" W ALONG SAID NORTH RIGHT-OF-WAY 327.42 FEET; THENCE N 07° 54'00" W, 288.10 FEET; THENCE N 82° 08'00" E, 324.85 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 2.0 ACRES MORE OR LESS.

EXHIBIT

B

AMENDMENT TO LEASE AGREEMENT

OR 1473PG 1661

THIS AMENDMENT, made and entered into this 16th day of December, 1983, by and between THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, hereinafter referred to as Lessor, and JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a corporation not-for-profit, organized and existing under the laws of the State of Florida, hereinafter referred to as Lessee:

## W I T N E S S E T H:

WHEREAS, the parties have previously entered into a certain Lease Agreement dated the 13th day of April, 1982, which Lease Agreement is recorded at Official Records Book 535, Page 550, et seq Public Records of St. Johns County, Florida; and

WHEREAS, the parties desire to effectuate certain amendments to said Lease, leaving the remaining portions of said Lease unaffected;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the adequacy of said consideration being admitted by the parties, it is agreed:

1. Article IV, Section M, of the above described Lease is deleted and in lieu thereof the following language is inserted:

"M. That during the term of this Lease, Lessor will insure and keep insured the premises with Fire and Extended Coverage policies in an amount equal to 100% of the estimated replacement value of the buildings. In the event of a casualty loss to the premises, the County shall have the obligation to either: (i) Apply so much or all of the insurance proceeds received to the reconstruction of the leased premises to the condition as existing prior to the casualty loss, but only to the extent of said insurance proceeds. (ii) Deliver and pay over to the Lessee all insurance proceeds received on account of said casualty

loss provided, however, that the Lessor may condition the delivery of said sums upon the undertaking and reasonable assurance by the Lessee of applying the proceeds of said insurance to the reconstruction of the leased premises."

2. The remaining provisions of said Lease shall remain unamended and the parties hereto further ratify and confirm the contents thereof.

3. This Amendment to Lease shall be recorded in its entirety in the Official Public Records of St. Johns County, Florida, by Lessee at Lessee's expense and if not recorded on or before January 1, 1984, this Amendment shall be of no further force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their proper officers, their respective seals to be affixed, all of which has been done on the day and year first above written.

Signed, sealed and delivered in the presence of:

JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.

[Signature]  
[Signature]

By: [Signature]

Attest: [Signature]  
Corporate Secretary

[Signature]

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS

[Signature]

By: [Signature]  
Chairman

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature] well known to me to be the President and [Signature] Secretary respectively of the corporation named herein, and that they severally acknowledged executing the same in the presence of a witness freely and voluntarily under authority duly vested in <sup>and Ann Seal</sup>

them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1983.

Bridget A. Bentley  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: 7/10/87

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Chester Benet as Chairman of the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 1983.

Marie Hudson  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Oct. 20, 1986



FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.  
1983 DEC 21 AM 9:26  
Paul "Bud" Mantel  
CLERK OF CIRCUIT COURT

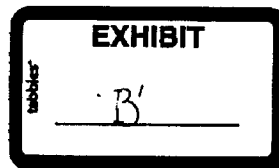
OR1473PG1664

**DESCRIPTION BY SURVEYOR**

A PARCEL OF LAND IN SECTION 21 AND SECTION 58, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 192, PAGES 24 THRU 27 INCLUSIVE AND EXCEPTING THEREFROM THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 535, PAGE 557, ALL OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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THE AFOREDESCRIBED PARCEL CONTAINS 2.0 ACRES MORE OR LESS.





Wednesday March 17, 2010

Mr. Michael Wanchick  
County Administrator  
St. Johns County Board of County Commissioners  
St. Johns County Florida  
500 San Sebastian View  
St. Augustine, FL 32084  
c/o Attention: Nanette Bradbury

**Via Email**

Dear Mr. Wanchick,

First, thank you and the Board of County Commissioners for your support on March 16<sup>th</sup> for the Children's Coalition for Community Services. It is greatly appreciated.

We have before you another matter requiring your attention. We respectfully request to have the Board of County Commissioners review this request for the next available Commission meeting. Because of our lease arrangement with the Junior Service League and the County of St. Johns, the attorney for the Bank of St. Augustine, Mr. John Bailey, has advised us that we require your sign off on a loan for \$425,000. The loan will be used for a fundraising campaign to support a capital improvement project already approved by the St. Johns County Board of County Commissioners. Full details follow.

We are seeking to take our very strong museum to regional and national prominence. In the past year, our programs for at-risk children have grown 84% and our work with university and high school students has reached nationwide. We have increased our endowment funds to almost half a million dollars. We have worked hard and enjoy sustained continuous growth in community service over 15 years, despite the ups and downs of tourism. We return almost \$180K in free passes and support to other non-profits, veterans and worthy causes in our community annually. Our Visitors Center, for which we received previous loan approval, has been appraised at \$930,000 and will act as collateral for our loan.

I have attached our last annual audit for your information. It shows a strong and vibrant organization and fully details our finances. We will not use ANY of the loan to fund our



operating budget, which remains solid and in the black. The St. Augustine Lighthouse & Museum, Inc is strong and vibrant even in this economy. In fact, we are growing in community service, and served 193,000 visitors last year, only a slight decrease from the year before.

**We will use the loan to fund architects' and engineers fees, fundraising fees, cultivation events, printing of campaign materials and to add a campaign secretary and campaign director for a period of one year.** These campaign staffers are already at work and have raised \$60K in the first two weeks of the campaign. Several six-figure requests are being made this month.

The project in question received initial approval on October 17, 2006. At that time the St. Johns County Board of County Commissioners approved the construction of a Maritime Education Center on the property leased by the Junior Service League of St. Augustine, Inc. (JSL) That lease is for 99 years. The property in question has a mailing address of 81 Lighthouse Avenue, St. Augustine, FL and is known as the St. Augustine Lighthouse and Museum, Inc. (SAL&M). This non-profit museum owns the St. Augustine Lighthouse Tower adjacent to the property outright, and it manages a 501c3, non-profit, Florida corporation with 37 staff and an annual budget of \$2.6 million dollars. The SAL&M sub-leases county properties from the JSL, also as previously approved. We have a mission to "discover, preserve, present and keep alive, the stories of the nation's oldest port." In addition to this, we also are the parents of the Lighthouse Archaeological Maritime Program, Inc. a 501c3 with a budget of about \$200-\$300K annually.

The construction site for the Maritime Archaeological Educational Center has been incorporated on the grounds of the St. Augustine Lighthouse and Museum, Inc. Final plans and specific site are to be considered for final approval by the St. Johns County Board of County Commissioners once funding is in place to begin the building, per your previous instructions.

The Board of County Commissioners originally gave the St. Augustine Lighthouse and Museum, Inc a two-year time frame to commence construction of the new center. However, because of the economy, we requested and received a three-year extension on that commencement date with a deadline of October 17, 2011, through the work of one of our trustees, Mr. Doug Burnett.

Our Board of Trustees has agreed to begin a capital campaign, normal for non- profits such as ours, and has hired fundraising counsel, the Bentz Group of Ohio. The Capital Campaign finances are to be kept separate from our operating fund. We will raise money not only to fund the Maritime Archaeology and Education Center, but we will also add \$3 million to our endowment, which will make us more sustainable. We'll raise money to help continue to restoration of the historic Lighthouse Tower, \$1.5 million protecting the original Junior Service League restoration. The Maritime Center will hold a library, a classroom, a local stories gallery for hands-on kids activities, and a laboratory and dive locker for our archaeologists. Cost for the center is estimated at \$1.6 million with additional sums for operating funds and equipment funds for the first two years. We

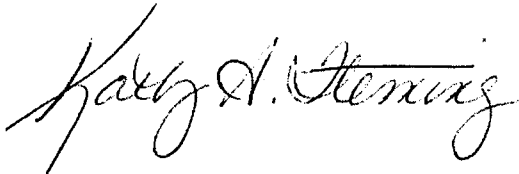
already run all the programs that the center will hold making increases to our operating budget fairly nominal.

Our campaign began March 1, 2010. As you might expect, it has not yet gone public, but in the early stages, it is going very well. As good stewards, we have chosen to finance our campaign by re-financing our mortgage. This keeps our monthly payments at the same level as we currently enjoy. Yet, it does not raise our overall debt level to an amount as high as it was when we started the Visitors' Center project. Our financial position is even healthier than it was when we built the Visitors' Center. We have almost five times more in savings. Should a worse case scenario occur we have a clause in our contract that allows us to terminate in 30 days, and we could pay off the loan from reserve accounts and/or normal operations.

Our Board of Trustees has approved this process after rigorous consideration and discussion. The Bank of St. Augustine has also approved the loan. The Junior Service League president has agreed to sign off on this request. We plan on paying the loan back from fundraising proceeds before we break ground. This looks inherently possible when viewed conservatively and prudently.

A member of our Board, Amy Vo, of St. Johns Law Group has prepared the attached document with John Bailey of UpChurch Bailey & UpChurch. We are writing to respectfully request your signature on this document so that we move forward with this project. We look forward to appearing before you again with our plans and our funding in hand. I'll be on hand at the Board of County Commissioners on April 6<sup>th</sup> to answer any questions. Or feel free to call me anytime at 904 829-0845, Ext 215.

Sincerely,

A handwritten signature in cursive script that reads "Kathy A. Fleming". The signature is written in black ink and is positioned above the typed name and title.

Kathy A. Fleming  
Executive Director

Cc: Major General Gerry Maloney, Chairperson, Board of Trustees,  
Ms. Amy Vo, President, Junior Service League of St. Augustine.

Exhibit "C" to Resolution

This Instrument Prepared By:  
John D. Bailey, Jr.  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN. 6-10-154

**CONSENT AND AGREEMENT  
TO FUTURE ADVANCE AND MODIFICATION OF  
MORTGAGE OF LEASEHOLD INTEREST**

**THIS CONSENT AND AGREEMENT TO FUTURE ADVANCE AND MODIFICATION OF MORTGAGE OF LEASEHOLD INTEREST** ("Agreement") is made this \_\_\_\_\_ day of April, 2010 by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Lessor"), JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a Florida not-for-profit corporation ("Lessee"), THE SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC., a Florida not-for-profit corporation ("Sublessee") and BANK OF ST. AUGUSTINE, a federal savings bank ("Mortgagee").

Lessor and Lessee hereby consent and agree to Sublessee obtaining a future advance from Mortgagee in the amount of Four Hundred Sixty-Four Thousand Nine Hundred Forty-Six Dollars and 94/100's (\$464,946.94) ("Future Advance") under the terms of that certain Leasehold Mortgage executed and delivered by Sublessee to Mortgagee, recorded in Official Records 1473, Page 1672, and Collateral Assignment of Leases, Rents and Profits recorded in Official Records 1473, Page 1686 (collectively, the "Original Mortgage") which Original Mortgage was previously consented to by Lessor and Lessee in that certain Consent and Agreement to Mortgage of Leasehold Interest ("Consent and Agreement to Mortgage") recorded in Official Records 1473, Page 1644, all of the public records of St. Johns County, Florida. Lessor and Lessee further hereby consent and agree to the modification of the Original Mortgage to reflect the Future Advance of Four Hundred Sixty-Four Thousand Nine Hundred Forty-Six Dollars and 94/100's (\$464,946.94) and the consolidation of such Future Advance with the current unpaid principal balance of Two Hundred Seventy Thousand Fifty-Three Dollars and 06/100's (\$270,053.06) due under the Original Mortgage, bringing the total principal balance secured by the Original Mortgage after the Future Advance to Seven Hundred Thirty-Five Thousand Dollars and No/10's (\$735,000.00).

All of the other terms of the Consent and Agreement to Mortgage which are not in conflict with the terms of this Agreement are and shall remain in full force and effect and are hereby ratified and affirmed.

This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

Signed, sealed and delivered  
in the presence of:

ST. JOHNS COUNTY, FLORIDA, a political  
subdivision of the State of Florida

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
Print Name: Michael D. Wanchick  
Title: County Administrator  
Address: 500 San Sebastian View  
St. Augustine FL 32084

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

Attest: \_\_\_\_\_  
Its Deputy Clerk

**Lessor**

JUNIOR SERVICE LEAGUE OF ST.  
AUGUSTINE, INC., a Florida not-for-profit  
corporation

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

*(CORPORATE SEAL)*

**Lessee**

THE SAINT AUGUSTINE LIGHTHOUSE  
AND MUSEUM, INC., a Florida not-for-  
profit corporation

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

*(CORPORATE SEAL)*

**Sublessee**

BANK OF ST. AUGUSTINE

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
H. Jeff Bell  
Its President  
120 State Road 312 West  
St. Augustine, Florida 32086

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

*(CORPORATE SEAL)*

**Mortgagee**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

**THE FOREGOING** instrument was acknowledged before me this \_\_\_\_\_ day of April, 2010, by Michael D. Wanchick, as County Administrator, and \_\_\_\_\_ as Deputy Clerk, who (    ) are personally known to me or (    ) have produced valid driver's licenses as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Name of notary, typed/printed/stamped)  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

**THE FOREGOING** instrument was acknowledged before me this \_\_\_\_\_ day of April, 2010, by \_\_\_\_\_ as President of the Junior Service League of St. Augustine, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (    ) is personally known to me or (    ) has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Name of notary, typed/printed/stamped)  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

**THE FOREGOING** instrument was acknowledged before me this \_\_\_\_\_ day of April, 2010, by \_\_\_\_\_, as President of The Saint Augustine Lighthouse and Museum, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (    ) is personally known to me or (    ) has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Name of notary, typed/printed/stamped)  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

**THE FOREGOING** instrument was acknowledged before me this \_\_\_\_ day of April, 2010, by H. Jeff Bell, as President of Bank of St. Augustine, on behalf of the corporation, who ( \_ ) is personally known to me or ( \_ ) has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Name of notary, typed/printed/stamped)

My commission number: \_\_\_\_\_

My commission expires: \_\_\_\_\_