

RESOLUTION NO. 2004- 334

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE ISSUANCE BY THE ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY OF ITS INDUSTRIAL DEVELOPMENT REVENUE BONDS (RULON COMPANY PROJECT), SERIES 2004, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF OBTAINING FUNDS TO LOAN TO RULON COMPANY ("RULON"), TO FINANCE THE COSTS OF THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF AN "INDUSTRIAL OR MANUFACTURING PLANT" TO BE LOCATED IN ST. JOHNS COUNTY, FLORIDA, TO BE OWNED AND OPERATED BY RULON, INCLUDING THE COSTS OF ISSUING THE BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Johns County Industrial Development Authority (the "Authority") is a public body corporate and politic, duly organized and existing under the provisions of Chapter 159, Part III, Florida Statutes, as amended and supplemented; and

WHEREAS, Rulon Company, a Georgia corporation ("Rulon"), has requested that the Authority issue its Industrial Development Revenue Bonds (Rulon Company Project), Series 2004, in an aggregate principal amount not to exceed \$8,000,000 (the "Bonds"), in order to obtain funds to loan to Rulon for the purposes of (i) paying or reimbursing Rulon for all or a part of the costs of the acquisition, construction and installation of an "industrial or manufacturing plant" (the "Project," as hereinafter described), and (ii) paying all or a part of the costs of issuing the Bonds; and

WHEREAS, the Project consists of the acquisition of approximately 11.3 acres of land, the construction of a building containing approximately 75,000 square feet and the acquisition and installation of related machinery, furniture, fixtures and equipment to be located in the unincorporated area of St. Johns County (the "County") in the World Commerce Center on an approximately 11.3 acre site situated on the north side of Ring Way (a road which provides alternate access to the Ring Power Site from World Commerce Boulevard) just east of the intersection of World Commerce Boulevard and Ring Way, to be owned and operated by Rulon and used by Rulon to manufacture suspended wood, PVC ceiling systems and wall panels and related products; and

WHEREAS, by the Authority Resolution (hereinafter described), the Authority has recommended and requested that the Board of County Commissioners of St. Johns County, Florida (the "Board of County Commissioners"), approve the issuance of the Bonds by the Authority, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code

of 1986, as amended (the "Code"), as the "applicable elected representative" under such Section 147(f), and the requirements of Sections 159.47(1)(f) and 125.01(1)(z), Florida Statutes, as amended; and

WHEREAS, attached hereto as Exhibits A, B and C, respectively, are copies of (i) the publisher's affidavit evidencing publication of the Notice of Public Meeting and Hearing held by the Authority on October 18, 2004, (ii) the resolution of the Authority authorizing the execution and delivery of a Memorandum of Agreement (the "Memorandum of Agreement") with Rulon with respect to financing all or a portion of the costs of the Project and the issuance and sale of the Bonds, adopted by the Authority on October 18, 2004 (the "Authority Resolution"), and (iii) the Memorandum of Agreement; and

WHEREAS, the Bonds shall not constitute a debt, liability or obligation of the County, the State of Florida (the "State") or of any political subdivision thereof, other than a limited obligation of the Authority, or a pledge of the faith and credit of the Authority, the County, the State or of any such political subdivision, and neither the Authority, the County, the State nor any political subdivision thereof will be liable on the Bonds, nor will the Bonds be payable out of any funds other than those pledged and assigned under a Loan Agreement (the "Loan Agreement"), between the Authority and Rulon, and other funds provided therefor.

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

SECTION 1. The issuance by the Authority of the Bonds in an aggregate principal amount not to exceed \$8,000,000, for the purposes set forth above, is hereby approved. The Authority is hereby directed to ensure that prior to the issuance of the Bonds each of the following shall occur:

a. The Authority is assured that the project that is being financed with the Bond proceeds is a project that qualifies as a project described in Section 159.27(5), Florida Statutes, as amended.

b. The Authority passes or adopts a resolution in which the Authority makes the findings and determinations in regard to the Bonds, the Bond documents and the Project being financed with the Bond proceeds that are described in Section 159.29, Florida Statutes, as amended.

c. Each of the Bonds contains on its face the statement required by Section 159.33, Florida Statutes, as amended, and includes a statement to the effect that neither the faith and credit nor the taxing power of the Authority, the County, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on such Bond.

d. The Authority receives an opinion from the attorney that represents the Authority as an issuer's counsel for the Bonds, dated the date of issuance of the Bonds, that

has the effect of confirming that the Authority has full power and authority to execute and deliver each of the documents that are signed by the Authority in connection with the issuance of the Bonds and that the Authority has full power and authority to perform the Authority's obligations under each such document; that the Authority has full power and authority to issue and deliver the Bonds; and that the Authority's execution and delivery of, and compliance with the terms and conditions of, the Bond documents and the Bonds will not violate or conflict with any provision of the Constitution of the State, any applicable Florida statute or this Resolution and will not conflict with or cause a breach of any contract, agreement, or other instrument to which the Authority is a party.

SECTION 2. The Bonds shall not constitute a debt, liability or obligation of the County, the State or of any political subdivision thereof, other than a limited obligation of the Authority, or a pledge of the faith and credit of the Authority, the County, the State or of any such political subdivision, and neither the Authority, the County, the State nor any political subdivision thereof will be liable on the Bonds, nor will the Bonds be payable out of any funds other than those pledged and assigned under the Loan Agreement and other funds provided therefor.

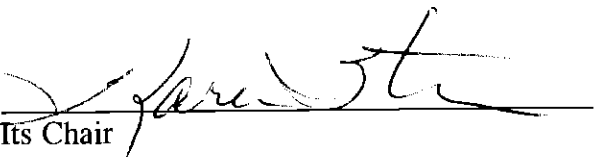
SECTION 3. The approval given herein shall be solely for the purpose of satisfying the requirements of Section 147(f) of the Code and Sections 159.47(1)(f) and 125.01(1)(z), Florida Statutes, as amended, and shall not be construed as an approval of any necessary rezoning application or any regulatory permits required in connection with the issuance of the Bonds, and this Board of County Commissioners shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard.

SECTION 4. All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflict, are hereby superceded and repealed.

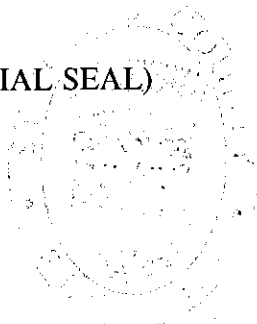
SECTION 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 3<sup>rd</sup> day of November, 2004.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:   
Its Chair

(OFFICIAL SEAL)



RENDITION DATE 11-5-04

ATTEST: Cheryl Strickland, Clerk

By: Cheryl Strickland  
Its Clerk

### **List of Exhibits**

- Exhibit A -- Affidavit of Publication
- Exhibit B -- Authority Resolution
- Exhibit C -- Memorandum of Agreement

**EXHIBIT A**

**Affidavit of Publication**

THE ST. AUGUSTINE RECORD

PUBLISHED EVERY MORNING MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared CHARLES BARRETT  
who on oath says that he is an Accounting Clerk of the St. Augustine Record,  
a daily newspaper published at St. Augustine in St. Johns County, Florida:  
that the attached copy of advertisement, being PUBLIC NOTICE  
in matter SJC INDUSTRIAL DEVELOPMENT AUTHORITY  
was published in said newspaper in the issues of

OCTOBER 4, 2004

Affiant further says that the St. Augustine Record is a newspaper published  
at St. Augustine, in said St. Johns County, Florida, and that the said newspaper  
heretofore been continuously published in said St. Johns County, Florida, each  
day and has been entered as second class mail matter at the post office in the  
City of St. Augustine, in said St. Johns County, for a period of one year preceding  
the first publication of the copy of advertisement; and affiant further says that  
she has neither paid nor promised any person, firm or corporation any discount,  
rebate, commission or refund for the purpose of securing the advertisement for  
publication in the said newspaper.

Sworn to and subscribed before me this 4TH day of OCTOBER, 2004.

by [Signature] who is personally known to me  
or who has produced PERSONALLY KNOWN as identification.

Patricia A. Bergquist  
(Signature of Notary Public)



Patricia A. Bergquist  
My Commission DD275991  
Expires December 18, 2007

(Seal)

PATRICIA A. BERGQUIST

**NOTICE OF PUBLIC MEETING AND PUBLIC HEARING OF THE ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**  
NOTICE is hereby given that a public meeting and hearing of the St. Johns County Industrial Development Authority (the "Authority") will be held on Monday, October 18, 2004, at 3:00 p.m. local time, in Conference Room A, in the County Administration Building, at 4020 Lewis Parkway, St. Augustine, Florida 32095, for the purposes of:  
1. Holding a public hearing regarding the issuance by the Authority of its Industrial Development Revenue Bonds (Rulon Company Project), in one or more series, in an aggregate principal amount not to exceed \$10,000,000 (the "Series 2004 Bonds"). The Series 2004 Bonds are to be issued for the purpose of providing funds to the Authority to make a loan or loans to Rulon Company, a Georgia corporation, ("Rulon"), for the purposes of:  
(a) paying or reimbursing Rulon for all or a part of the costs of a capital project consisting of the acquisition, construction and installation of certain manufacturing facilities, to be used to manufacture suspended wood, uPVC ceiling systems and wall panels and related products, consisting of the acquisition of approximately 11.3 acres of land, the construction of a building containing approximately 75,000 square feet of space, and the acquisition and installation of related and appurtenant facilities, equipment, fixtures and furnishings, to be located on an 11.3 acre site at the World Commerce Center on the north side of Ring Way (a road which provides alternate access to the Ring Power Site from World Commerce Boulevard) just east of the Intersection of World Commerce Boulevard and Ring Way, in the unincorporated area of St. Johns County, and to be owned and operated by Rulon (collectively, the "Project"); and  
(b) paying the costs of issuing the Series 2004 Bonds. The public hearing will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on the issuance of the Series 2004 Bonds and the location and nature of the proposed Project. Any person desiring to be heard on this matter is requested to attend the public hearing or send a representative. Written comments (not exceeding 250 words) to be presented at the hearing may be submitted to the Authority at, and further information relating to this matter is available for inspection and copying during regular business hours at, the office of Geoffrey B. Dobson, Esq., Dobson & Brown, 66 Cuna Street, Suite A, St. Augustine, Florida 32084.  
2. Considering and acting upon a resolution of the Authority authorizing the issuance and sale of the Series 2004 Bonds.  
3. Considering and acting upon such other business as may properly come before the Authority at said meetings.  
In accordance with the American Disabilities Act, persons needing a special accommodation or an Interpreter to participate in this proceeding should contact the ADA Coordinator at (904) 823-2235 or at the St. Johns County Courthouse, 4010 Lewis Parkway, Room 276, St. Augustine, Florida 32084, not later than 7 days prior to the date of this meeting. Comments made at the hearing and the meeting are for the consideration of the Authority, and will not bind any legal action to be taken by the Authority. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING OR MEETING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

**EXHIBIT B**

**Authority Resolution**

**RESOLUTION NO. 2004- 04**  
**OF THE**  
**ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF AGREEMENT WITH RULON COMPANY, A GEORGIA CORPORATION, WITH RESPECT TO FINANCING ALL OR A PORTION OF THE COST OF A CAPITAL PROJECT FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF AN "INDUSTRIAL OR MANUFACTURING PLANT" TO BE LOCATED IN ST. JOHNS COUNTY, FLORIDA, TO BE OWNED AND OPERATED BY RULON COMPANY, AND THE ISSUANCE AND SALE OF THE ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY INDUSTRIAL DEVELOPMENT REVENUE BONDS (RULON COMPANY PROJECT), SERIES 2004, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF SAID PROJECT; ALL PURSUANT TO CHAPTER 159, PARTS II AND III, FLORIDA STATUTES, AS AMENDED.

BE IT RESOLVED BY THE ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 159, Parts II and III, Florida Statutes, as amended, and other applicable laws.

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

A. St. Johns County Industrial Development Authority (the "Issuer") is a public body corporate and politic duly created and existing as a local governmental body and duly constituted as a public instrumentality for the purposes of industrial development, under and by virtue of Chapter 159, Part III, Florida Statutes, as amended, and is duly authorized and empowered by such act and by Chapter 159, Part II, Florida Statutes, as amended (collectively, the "Act"), to provide for the issuance of and to issue and sell its industrial development revenue bonds for the purpose of financing all or any part of the "cost" of any "project," including any "industrial or manufacturing plant" (as such terms are used in the Act), in order to promote and foster the economic growth and development of St. Johns County, Florida (the "County") and of the State of Florida (the "State"), to enhance and expand industry and other economic activity in the County and the State, and to increase purchasing power and opportunities for gainful employment, to improve living conditions and to advance and improve the prosperity and the welfare of the County and the State and its inhabitants, to foster the industrial and business development of the County and the State, and to otherwise provide for and contribute to the health, safety and welfare of the people of the County and the State.

B. Rulon Company, a Georgia corporation (the "Borrower"), has requested that the Issuer take preliminary official action expressing the Issuer's intention to issue and sell its Industrial Development Revenue Bonds (Rulon Company Project), Series 2004, in an aggregate principal amount not to exceed \$8,000,000 (the "Bonds"), and that the Issuer file for an allocation for the Bonds for calendar year 2004, for the purpose of financing all or a portion of the cost of a capital project for an industrial or manufacturing plant (the "Project"), including the cost of issuance of the Bonds.

C. The Project consists of the acquisition, construction and installation of a manufacturing facility, consisting of the acquisition of approximately 11.3 acres of land, the construction of a building containing approximately 75,000 square feet and the acquisition and installation of related machinery, furniture, fixtures and equipment to be located in the unincorporated area of St. Johns County on an approximately 11.3 acre site situated in the World Commerce Center, more particularly described as follows: the 11.3 acre site situated on the north side of Ring Way (a road which provides alternate access to the Ring Power Site from World Commerce Boulevard) just east of the intersection of World Commerce Boulevard and Ring Way. The Project will be owned and operated by the Borrower and used by the Borrower to manufacture suspended wood, PVC ceiling systems and wall panels and related products.

D. The Borrower has requested that the Issuer enter into a loan or other financing agreement between the Issuer and the Borrower, whereby the Borrower will be unconditionally obligated to operate, repair and maintain the Project at no expense to the Issuer, to make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds when and as the same become due, and to pay all other costs incurred by the Issuer in connection with the financing and the acquisition, construction, installation and administration of the Project, which are not paid out of the Bond proceeds or otherwise. The payment of the principal of and interest on the Bonds will be secured by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by a bank whose long-term debt obligations are rated "A" or better by Standard & Poor's Ratings Group or Moody's Investors Service, and which is reasonably satisfactory to the Issuer (the "Bank"). It is expected that the interest on the Bonds will be excluded from gross income for federal income tax purposes under the laws of the United States of America.

E. All transactions and documents shall be only as permitted by and in accordance with the Constitution and other laws, including the Code, of the United States and the State, and as authorized by the Act and other applicable laws of the State.

F. A public hearing on the Borrower's application has been duly held by the Issuer, upon public notice published in a newspaper of general circulation in the County not less than 14 days prior to the scheduled date of such public hearing. At said hearing members of the public were afforded reasonable opportunity to be heard on all matters pertaining to the location and nature of the proposed Project and to the issuance of the Bonds, and upon consideration of the information furnished by the Borrower and other available information, including the information and views presented at such public hearing, the Issuer has made the following findings and determination:

(1) The Project and the financing of all or a portion of the cost of the Project by the Issuer will be in furtherance of the purposes of the Act in that it will encourage the location of the Project in the territorial boundaries of the County, it will create approximately 100 additional permanent jobs over a period of approximately three years in the County and it will foster the economic growth and development and the industrial and business development of the County.

(2) The Project is appropriate to the needs and circumstances of and shall make a significant contribution to the economic growth and development of the County, shall preserve and provide gainful employment and shall serve a public purpose by advancing the economic prosperity and the general welfare of the County, the State and its people as stated in Section 159.26, Florida Statutes, as amended.

(3) Subject to the condition that the Borrower provide the Letter of Credit, and based upon the financial information heretofore furnished to the Issuer by the Borrower, the Borrower is financially responsible and fully capable and willing to serve the purposes of the Act and fulfill its obligations under the proposed financing agreements for the Project and under any other agreements to be made in connection with the issuance of the Bonds and the use of the Bond proceeds for financing all or a portion of the cost of the Project, including the obligation to pay loan payments or other payments in an amount sufficient in the aggregate to pay all of the interest, principal and redemption premiums, if any, on the Bonds, in the amounts and at the times required, the obligation to operate, repair and maintain the Project at the Borrower's own expense, and such other responsibilities as may be imposed under such agreements, due consideration having been given to the financial condition of the Borrower, its ratio of current assets to current liabilities, net worth, earnings trends and coverage of all fixed charges, the nature of the industry or business and of the activity involved, the inherent stability thereof and other factors determinative of the capabilities of the Borrower financially and otherwise, to fulfill its obligations consistently with the purposes of the Act, and to the condition that the Bonds be fully secured by the Letter of Credit.

(4) The County and other local agencies will be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair and maintenance of the Project and on account of any increase in population or other circumstances resulting therefrom.

(5) The Borrower has requested satisfactory expressions of intention from the Issuer that, upon the satisfaction of all requirements of law, all conditions set forth in the hereinafter described Memorandum of Agreement and all conditions to be met by the Borrower, including but not limited to confirmation of an allocation under the applicable volume limits under Section 146 of the Internal Revenue Code of 1986, as amended (together with the Regulations promulgated under the Code, whether proposed, temporary or final, the "Code"), and Chapter 159, Part VI, Florida Statutes, as amended (the "Bond Allocation Act"), and the receipt by the Issuer of a bond approving opinion of bond counsel satisfactory to the Issuer, the Bonds will be issued and sold and the proceeds thereof will be made available to finance a portion of the cost of the Project, to the extent of such proceeds, and such expressions will be a substantial and important factor in the Borrower's decision to proceed with the Project.

(6) A negotiated sale of the Bonds is required and necessary, and is in the best interest of the Issuer, for the following reasons: the Bonds will be special and limited obligations of the Issuer payable solely out of the Letter of Credit and the revenues and proceeds derived by the Issuer pursuant to the financing agreements, and the Borrower will be obligated for the payment of all costs of the Issuer in connection with the financing, construction and administration of the Project which are not paid out of the Bond proceeds or otherwise and for operation and maintenance of the Project at no expense to the Issuer; the cost of issuance of the Bonds, which will be borne directly or indirectly by the Borrower, could be greater if the Bonds are sold at public sale by competitive bids than if the Bonds are sold at negotiated sale, and a public sale by competitive bids would cause undue delay in the financing of the Project; industrial development revenue bonds having the characteristics of the Bonds are typically and usually sold at negotiated sale; the Borrower has requested that a negotiated sale of the Bonds be authorized by the Issuer; and authorization of a negotiated sale of the Bonds is necessary in order to serve the purposes of the Act.

(7) It is proposed by the Borrower that the Issuer and the Borrower enter into a memorandum of agreement in the form presented at this meeting (the "Memorandum of Agreement"), providing for the Borrower as independent contractor, and not as agent for the Issuer, to proceed with the acquisition, construction, installation and completion of the Project, all at no cost to the Issuer pending the issuance and sale of the Bonds; and providing among other things for the Bonds to be issued and sold at negotiated sale upon the terms and conditions hereof and thereof; for the use and application of the proceeds of sale of the Bonds to pay all or any part of the "cost" (as defined in the Act) of the Project, to the extent of such proceeds; for a loan or other financing agreement between the Issuer and the Borrower, whereby the Borrower will be unconditionally obligated to operate, repair and maintain the Project at no expense to the Issuer, to make payments sufficient in the aggregate to pay all of the principal of and interest and redemption premiums, if any, on the Bonds, and to pay all other costs incurred by the Issuer in connection with the financing, acquisition, construction, installation and administration of the Project which are not paid out of the Bond proceeds or otherwise; and for such other financing agreements, indentures and related agreements as shall be necessary or appropriate.

(8) The Borrower has represented that it expects to incur certain capital expenditures in connection with the Project which will be paid by the Borrower prior to the issuance of the Bonds (the "Temporary Advances"), and that the Borrower desires that such Temporary Advances be reimbursed to the Borrower with proceeds of the Bonds loaned by the Issuer to the Borrower to the extent permitted by the Act and the Code; such reimbursement from the proceeds of the Bonds to occur not later than 18 months after the later of (a) the date the Temporary Advance is paid or (b) the date the Project is placed in service or abandoned, but in no event more than three years after the Temporary Advance is paid.

(9) The purposes of the Act will be more effectively served if, and it is necessary and desirable and in the best interest of the Issuer that, the Memorandum of Agreement be executed and delivered by and on behalf of the Issuer.

**SECTION 3. AUTHORIZATION OF MEMORANDUM OF AGREEMENT.** The Memorandum of Agreement in the form and with the contents presented at this meeting, be and the same is hereby approved, and the Chairman or Vice-Chairman of the Issuer is hereby

authorized and directed, in the name and on behalf of the Issuer, to execute and deliver said Memorandum of Agreement, and the Secretary or Assistant Secretary of the Issuer is hereby authorized and directed to attest the same and to affix thereto the official seal of the Issuer.

**SECTION 4. APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS; ALLOCATION.** The Board of County Commissioners of the County is hereby requested to approve the issuance of the Bonds by the Issuer, and the Issuer hereby recommends the Bonds for such approval of the Board; and the Chairman or Vice Chairman of the Issuer are hereby directed, in the name and on behalf of the Issuer, to file for confirmation of an allocation for the Bonds in an amount of not to exceed \$8,000,000, pursuant to Section 146 of the Code and the Bond Allocation Act.

**SECTION 5. PRIORITY.** Nothing herein shall be deemed to restrict the Issuer, the County or the State or any agency or political subdivision thereof in determining the order or priority of the issuance of any bonds or to require the Issuer, the County or the State or any agency or political subdivision thereof to give the Bonds priority as to issuance or as to the time of issuance over any other bonds previously or subsequently approved for issuance.

**SECTION 6. EFFECT OF RESOLUTION.** It is the intent of the Issuer that this Resolution constitute the declaration of official intent pursuant to Treasury Regulation §1.150-2 under the Code.

**SECTION 7. REPEALING CLAUSE.** All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflict, are hereby superseded and repealed.

**SECTION 8. EFFECTIVE DATE.** This resolution shall take effect immediately.

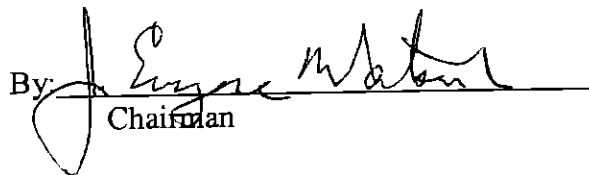
**PASSED AND ADOPTED** this 18th day of October, 2004.

(SEAL OF ISSUER)

ATTEST:

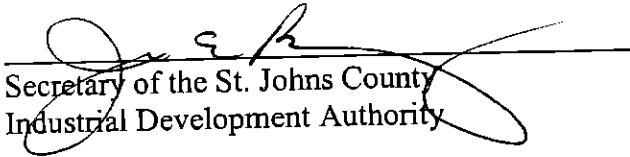
  
Secretary

**ST. JOHNS COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By:   
Chairman

I, James E Browning, Secretary of St. Johns County Industrial Development Authority, do hereby certify that the foregoing is a true and correct copy of the Resolution of said Authority passed and adopted on October 18, 2004.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of said County this 18th day of October, 2004.

  
Secretary of the St. Johns County  
Industrial Development Authority

(SEAL OF ISSUER)

**EXHIBIT C**

**Memorandum of Agreement**

## MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is between the **ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a public body corporate and politic duly created and existing under the laws of the State of Florida (the "Issuer"), and **RULON COMPANY**, a Georgia corporation (the "Borrower").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this Memorandum of Agreement are the following:

(a) The Issuer is a public body corporate and politic duly created and existing as a local governmental body and duly constituted as a public instrumentality for the purposes of industrial development, under and by virtue of Chapter 159, Part III, Florida Statutes, as amended and is duly authorized and empowered by such Act and by Chapter 159, Part II, Florida Statutes, as amended (collectively, the "Act"), to provide for the issuance of and to issue and sell its industrial development revenue bonds for the purpose of financing all or any part of the "cost" of any "project," including any "industrial or manufacturing plant" (as such terms are used in the Act).

(b) The Borrower proposes that the Issuer finance all or any part of the cost of a capital project for an industrial or manufacturing plant (the "Project"), including the cost of issuance of the Bonds. The Project consists of the acquisition, construction and installation of a manufacturing facility consisting of the acquisition of approximately 11.3 acres of land, the construction of a building containing approximately 75,000 square feet and the acquisition and installation of related machinery, furniture, fixtures and equipment to be located in the unincorporated area of St. Johns County, Florida (the "County"), on an approximately 11.3 acre site situated in the World Commerce Center, more particularly described as follows: the 11.3 acre site situated on the north side of Ring Way (a road which provides alternate access to the Ring Power Site from World Commerce Boulevard) just east of the intersection of World Commerce Boulevard and Ring Way. The Project will be owned and operated by the Borrower and used by the Borrower to manufacture suspended wood, PVC ceiling systems and wall panels and related products.

(c) The Borrower represents that the capital cost of the portion of the Project to be financed with the proceeds of the Bonds (as hereinafter defined), including the cost of issuance of the Bonds, will not be less than \$7,200,000 and will not exceed \$8,000,000.

(d) The Borrower represents that the Project constitutes a capital project for an "industrial or manufacturing plant" and a "project" within the meaning of the Act; and that the Borrower anticipates that the Project will provide employment in the County by creating approximately 100 additional permanent jobs over a period of three years.

(e) The Borrower represents that neither it nor any "related person" (as such term is used in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended) has, directly or indirectly, commenced or entered into any binding contracts for the acquisition or construction of the Project or for the purchase of machinery or equipment for the Project, and that it is essential that they immediately make commitments for such purposes.

(f) The Borrower proposes that the Issuer express its intention to issue its Industrial Development Revenue Bonds (Rulon Company Project), Series 2004, in an aggregate principal amount not to exceed \$8,000,000 (the "Bonds"); that the Issuer approve the Bonds; that the Issuer file for an allocation for the Bonds for calendar year 2004, for the purpose of financing all or part of the "cost" (as defined in the Act) of the Project; that the Issuer enter into a loan or other financing agreement between the Issuer and the Borrower, whereby the Borrower will be unconditionally obligated to operate, repair and maintain the Project, to make payments sufficient to pay the debt service on the Bonds and to pay all other reasonable costs incurred by the Issuer in connection with the financing and the acquisition, construction, installation and administration of the Project, which are not paid out of the Bond proceeds or otherwise. The payment of the principal of and interest on the Bonds will be secured by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by a bank whose long-term debt obligations are rated "A" or better by Standard & Poor's Ratings Group or Moody's Investors Service, and which is reasonably satisfactory to the Issuer (the "Bank"). It is expected that the interest on the Bonds will be excluded from gross income for federal income tax purposes under the laws of the United States of America.

(g) The Issuer, by resolution (the "Preliminary Resolution") duly passed and adopted after a public hearing upon public notice duly published not less than 14 days prior to the date of said hearing, in accordance with all requirements of law and Section 147(f) of the Internal Revenue Code of 1986, as amended (together with the Regulations promulgated under such Code, whether proposed, temporary or final, the "Code"), has made certain findings and determinations and has duly approved and authorized the execution and delivery of this Memorandum of Agreement.

(h) This Memorandum of Agreement is entered into to permit the Borrower to proceed with commitments for the Project and to incur costs in connection with various phases of the Project (including the costs of the acquisition, construction and installation of the Project and related expenses), to provide a declaration of official intent by the Issuer to reimburse certain capital expenditures in connection with the Project which will be paid by the Borrower prior to the issuance of the Bonds (the "Temporary Advances") in accordance with Treasury Regulation § 1.150-2 under the Code and an expression of intention by the Issuer, prior to the issuance of the Bonds, to issue and sell the Bonds and make the proceeds thereof available to finance all or a part of the cost of the Project, to the extent of such proceeds, all in accordance with and subject to the provisions of the Constitution and other laws of the State of Florida (the "State"), including the Act, the Florida Private Activity Bond Allocation Act, Chapter 159, Part VI, Florida Statutes, as amended (the "Bond Allocation Act"), the Code and this Memorandum of Agreement.

(i) The Borrower represents that, as of the date hereof, it expects to be reimbursed for the Temporary Advances with proceeds of the Bonds loaned by the Issuer to the Borrower, such reimbursement from the proceeds of the Bonds to occur not later than 18 months after the later of (a) the date the Temporary Advance is paid or (b) the date the Project is placed in service or abandoned, but in no event more than three years after the Temporary Advance is paid. The Borrower represents that each Temporary Advance will be a cost of the Project of a type that is properly chargeable to a capital account (or would be so chargeable with a proper

election or with the application of the definition of “placed in service” in Treasury Department Regulation Section 1.150-2(c) under the Code) under general federal income tax principles.

2. Intentions on the Part of the Issuer. Pursuant to, in accordance with and subject to the limitations of the Constitution and other laws of the State, including the Act, the Code and the Bond Allocation Act, and upon the conditions stated in the Preliminary Resolution and/or in this Memorandum of Agreement, the Issuer intends as follows:

(a) It will authorize the issuance and sale of the Bonds, pursuant to the terms of the Act as then in force, for the purpose of financing all or a portion of the cost of the Project.

(b) It will, at the proper time, adopt such proceedings and authorize the execution of such documents as may be necessary and advisable for the authorization, sale and issuance of the Bonds, the acquisition, construction and installation of the Project and the financing of the Project, all as shall be provided for or permitted by the Code, the Bond Allocation Act and the Act, and mutually satisfactory to the Issuer and the Borrower. The Bonds are to be issued under a trust indenture between the Issuer and a trust company, bank or other qualified trustee having trust powers (which shall be qualified to serve as trustee under such indenture, under all applicable laws, and be designated by the Borrower with the approval of the Issuer), as Trustee, pursuant to which the Trustee shall receive and disburse the proceeds from the sale of Bonds, collect payments from the Borrower under the financing agreements and enforce its obligations under the financing agreements. The Bonds shall not be deemed to constitute a debt, liability or obligation, or a pledge of the faith and credit or taxing power, of the Issuer or of the State or of any political subdivision thereof, but the Bonds shall be payable solely from the Letter of Credit and the revenues and proceeds to be derived by the Issuer pursuant to the financing agreements. The Bonds shall bear interest at such rate or rates, shall be payable at such times and places, shall be in such forms and denominations, shall be sold in such manner, at such price and at such time or times, shall have such provisions for redemption, shall be executed, and shall be secured by the Letter of Credit, the revenues and proceeds derived from the financing agreements, and the obligations of the Borrower, as hereafter may be requested by the Borrower and determined or provided for by the Issuer, all on terms complying with the Code and the Act and mutually satisfactory to the Issuer and the Borrower, subject to confirmation of an allocation for the Bonds from the “manufacturing facility bond pool” or the “Florida First Business allocation pool,” and not from the “regional allocation pool,” pursuant to the Bond Allocation Act or other applicable law then in effect.

(c) The interest on the Bonds shall be excluded from gross income for federal income tax purposes, as determined on the basis of an opinion of Bond Counsel approved by the Issuer.

3. Agreements of the Borrower. Subject to the conditions stated in the Preliminary Resolution or in this Memorandum of Agreement, the Borrower agrees as follows:

(a) If the Borrower proceeds with the Project, it will arrange for, manage and carry out the acquisition, construction and installation of the Project, it will advance its own funds for such purpose as herein provided and, to the extent that the proceeds derived from the sale of the Bonds are not sufficient to complete the Project and pay all costs incurred in

connection therewith and with the financing and administration of the Project, it will supply all additional funds which are necessary therefor.

(b) The Borrower will make or cause to be made arrangements for the sale of the Bonds and shall be responsible for compliance with all applicable securities laws, including any disclosure obligations, in connection with the offering and sale thereof.

(c) Contemporaneously with the delivery of the Bonds, the Borrower will enter into financing agreements and such other agreements and related documents as shall be necessary or appropriate so that the Borrower will be obligated to operate, maintain and repair the Project at its own expense, to pay for the account of the Issuer sums sufficient in the aggregate to pay all of the principal of and interest and redemption premiums, if any, on the Bonds when and as the same shall become due and payable, and to pay all other costs incurred by the Issuer in connection with the financing, construction and administration of the Project, except as may be paid out of the Bond proceeds or otherwise.

(d) The Borrower will cause the Bank to issue the Letter of Credit to secure the payment of the Bonds and will take such further action and adopt such proceedings as may be required to implement its undertakings hereunder.

#### 4. General Provisions.

(a) Since it is anticipated that the acquisition, construction and installation of the Project will commence prior to the sale of the Bonds and the Borrower knows and acknowledges that the Issuer will have no funds available to pay the cost of the Project other than funds derived from the sale of the Bonds, the Borrower agrees to advance from time to time all funds necessary for the acquisition, construction and installation of the Project.

(b) The Issuer agrees that the Borrower may enter into one or more agreements with a private lender or lenders to provide temporary construction financing and obtain commitments for permanent financing for the Project without vitiating in any manner the terms of this Agreement.

(c) The Borrower shall act as independent contractor, and not as agent for the Issuer, for the acquisition, construction, installation and completion of the Project, and shall provide all services incident to the acquisition, construction and installation of the Project, including, without limitation, obtaining all necessary construction and operating permits, obtaining suitable zoning, the preparation of plans, specifications and contract documents, the award of contracts, the inspection and supervision of work performed, the employment of engineers, architects, builders and other contractors, the obtaining of utility services, and the provision of money to pay the cost thereof pending reimbursement by the Issuer from the Bond proceeds, and the Issuer shall have no responsibility for the provision of any such services.

(d) The Borrower may engage the services of an underwriter or financial consultant or adviser and the services of bond counsel or other legal counsel in connection with the offering and sale of the Bonds; provided, however, that the Issuer shall have no liability for the payment of any such firm's compensation or expenses if the Bonds are not sold and issued, and if the Bonds are sold and issued the Issuer shall be liable for the payment thereof only out of

the proceeds of the sale of the Bonds available therefor and only to the extent permitted by the Code.

(e) The Borrower has paid the Issuer's nonrefundable application fee and the Borrower agrees to pay the Issuer's actual reasonable out-of-pocket costs and expenses in connection with the transactions contemplated hereby, whether or not the Bonds are issued and sold, provided that if the Bonds are issued and sold, such fee and costs and expenses may be reimbursed out of the proceeds of the sale of the Bonds. The Borrower shall also pay any reasonable fees and expenses of a financial consultant to the Issuer pertaining to the issuance of the Bonds and any financing fee of the Issuer due upon the issuance and sale of the Bonds, which fees and expenses, to the extent permitted by the Code, may be reimbursed out of the proceeds of sale of the Bonds.

(f) Dobson & Brown, P.A. will serve as counsel to the Issuer, and Foley & Lardner LLP, Jacksonville, Florida, will serve as Bond Counsel to the Issuer. The Borrower shall be responsible for the payment of all reasonable fees, costs and expenses of Bond Counsel, and shall pay the same whether or not the Bonds are issued and sold, provided that if the Bonds are issued and sold such fees, costs and expenses may be paid or reimbursed out of the proceeds of the sale of the Bonds, to the extent permitted by the Code.

(g) The Bonds shall not be required to be validated pursuant to the provisions of Chapter 75, Florida Statutes, as amended.

(h) Confirmation of the following shall be obtained from such governmental, as well as nongovernmental, agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertinent thereto, and the same shall be in full force and effect at the time of issuance of the Bonds: (1) an allocation for the Bonds from the "manufacturing facility bond pool" or the "Florida First Business allocation pool," and not from the "regional allocation pool," for the calendar year in which the Bonds are issued, sold and delivered and in which the purchase price therefor is received under Section 146 of the Code, the Bond Allocation Act and other applicable law then in effect, and (2) if required by the Issuer or its counsel, the Borrower or its counsel, or Bond Counsel, such other reasonable rulings, approvals, consents, certificates of compliance, opinions of counsel and other instruments and proceedings satisfactory to each of them, with respect to the Bonds, the Project, this Memorandum of Agreement, the financing agreements, the trust indenture or any other instrument or act contemplated hereby.

(i) The intentions of the Issuer to issue the Bonds and reimburse the Temporary Advances pursuant to this Memorandum of Agreement and to use the proceeds of the Bonds as herein contemplated are subject to the conditions that (1) the Issuer shall have received (a) an opinion from a financial consultant acceptable to the Issuer reaffirming that the Borrower is financially responsible and that the criteria and requirements contained in Section 159.29(2), Florida Statutes, as amended, have been satisfied, as heretofore concluded by the Issuer in the Preliminary Resolution and (b) any other financial information with respect to the Borrower deemed reasonably necessary and reviewed by such financial consultant in order to render such opinion, (2) the issuance of the Bonds by the Issuer shall have been approved by the Board of County Commissioners of the County, after a public hearing thereon, pursuant to Section 147(f)

of the Code, (3) an amount equal to the face amount of the Bonds shall have been allocated for the issuance of the Bonds for the calendar year in which the Bonds are issued, sold and delivered and in which the purchase price therefor is received under Section 146 of the Code, the Bond Allocation Act and other applicable law then in effect, which allocation shall be in full force and effect on the closing date for the issuance of the Bonds, and (4) on or before two years from the date hereof (or such later date as shall be mutually satisfactory to the Issuer and the Borrower), the Issuer and the Borrower shall have agreed to mutually acceptable terms for the Bonds and the sale and delivery thereof, and for the financing agreements and other agreements and documents referred to in Sections 2(b) and 3(c) and the proceedings referred to in Sections 2 and 3 hereof, and the Bonds shall have been issued, sold and delivered; provided, however, that the Bonds may not be issued more than eighteen months after the later of (A) the date of the first Temporary Advance to be reimbursed with proceeds of the Bonds, or (B) the date on which the entire Project shall have been placed in service or abandoned, but in no event more than three years after the date of the first Temporary Advance to be reimbursed with proceeds of the Bonds is paid.

(j) If the events set forth in paragraph (i) of this Section do not take place within the times set forth therein or any extensions thereof and the Bonds are not issued as herein contemplated, the Borrower agrees to pay all reasonable costs and expenses incurred pursuant to this Memorandum of Agreement by the Borrower, the reasonable fees and expenses of any underwriter, financial consultant or adviser engaged by the Borrower, the reasonable fees, costs and expenses of counsel to the Issuer and of Bond Counsel, and any necessary and reasonable out-of-pocket costs and expenses incurred pursuant to this Memorandum of Agreement by the Issuer, whereupon this Memorandum of Agreement shall terminate.

(k) So long as this Memorandum of Agreement is in effect, all risk of loss to the Project will be borne by the Borrower.

(l) It is expressly agreed that any pecuniary liability or obligation of the Issuer hereunder shall be limited solely to the Letter of Credit and the revenues and other funds derived by the Issuer pursuant to the financing agreements, and nothing contained in this Memorandum of Agreement shall ever be construed to constitute a personal or pecuniary liability or charge against any member, officer, commissioner, employee, attorney or agent of the Issuer or its governing body, and in the event of a breach of any undertaking on the part of the Issuer contained in this Memorandum of Agreement, no personal or pecuniary liability or charge payable directly or indirectly from any funds or property of the Issuer shall arise therefrom. The Borrower hereby releases the Issuer from and agrees that the Issuer shall not be liable for, and agrees to defend, indemnify and hold the Issuer harmless against any liabilities, obligations, claims, damages, litigation, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) imposed on, incurred by or asserted against the Issuer for any cause whatsoever pertaining to the Project, the Bonds or this Memorandum of Agreement, or any transaction contemplated hereby; provided, however, that the scope and amount of the liability of the Borrower under this sentence shall never exceed the scope and amount of the Issuer's liability, costs and expenses (including reasonable attorneys fees); and provided, however, such costs and expenses shall not be caused by the Issuer's gross negligence or willful misconduct. The provisions of this paragraph shall survive any termination of this Memorandum of Agreement.

(m) If at any time prior to the issuance and sale of the Bonds the Issuer shall reasonably determine that the business, operations or financial condition of the Borrower is not satisfactory or that the Borrower is not proceeding diligently with the acquisition, construction and installation of the Project or the financing thereof as contemplated hereby, the Issuer may, at its option, terminate this Memorandum of Agreement and any allocation for the Bonds by written notice to the Borrower. The Issuer shall be discharged of its undertakings under this Memorandum of Agreement if the Borrower shall not provide at the closing for the issuance of the Bonds assurances satisfactory to the Issuer that no material adverse change has occurred in the representations of the Borrower or in the business, operations or financial condition of the Borrower.

(n) Except as otherwise provided in paragraph (m) of this Section, the provisions of this Memorandum of Agreement shall be superseded by any financing agreement entered into by the Issuer and the Borrower in accordance with Sections 2(b) and 3(c) of this Agreement and shall, upon the execution and delivery of such financing agreements, terminate and be of no effect.

(o) Upon the Borrower's request and upon satisfaction by the Borrower of all conditions of the Preliminary Resolution and of this Memorandum of Agreement, the Issuer will request an allocation for the Bonds for calendar year 2004 in an amount not to exceed \$8,000,000. The Borrower acknowledges and agrees that, except as expressly stated in the preceding sentence, neither the Preliminary Resolution nor this Memorandum of Agreement constitutes an allocation and that the Issuer does not guarantee the availability of an allocation for the Bonds or that an allocation will be applied for, confirmed or assigned, either for 2004 or any subsequent year, or any renewal or subsequent allocation for the Bonds in the event the issue is not closed prior to expiration of the initial allocation, or any increase in the amount of the initial allocation or any subsequent allocation for any additional series of the Bonds. If an allocation for the Bonds is confirmed for 2004, the Borrower will use its best efforts to cause the Bond issue to be closed prior to the expiration of such allocation. The Issuer shall have no obligation to apply for confirmation of an allocation under the volume limitation for any subsequent year if the issue of the Bonds is not in the year of the initial allocation. The Issuer's execution and delivery of this Memorandum of Agreement shall in no way assure or guarantee any allocation of available financing or assign any priority to the Bonds over any other bonds authorized or approved prior to or after such execution and delivery, as to such allocation.

(p) This Memorandum of Agreement shall become effective when executed and delivered by the Issuer and the Borrower.

*(signature page follows)*

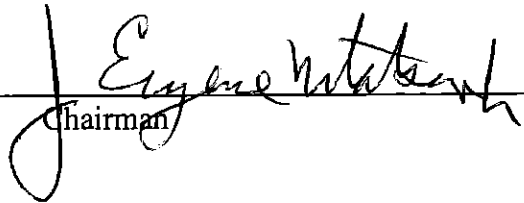
IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement as of the 18th day of October, 2004.

(SEAL OF ISSUER)

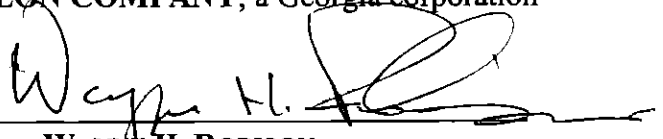
**ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

ATTEST:

  
Secretary

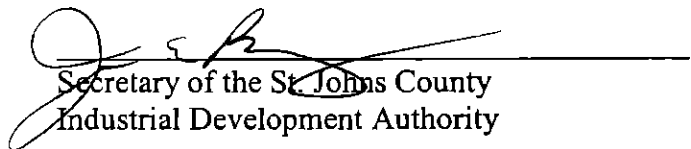
By:   
Chairman

**RULON COMPANY, a Georgia corporation**

By:   
WAYNE H. ROBISON,  
President and CEO

I, James E. Browning, Secretary of St. Johns County Industrial Development Authority, do hereby certify that the foregoing is a true and correct copy of the Resolution of said Authority passed and adopted on October 18, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said County this 18th day of October, 2004.

  
Secretary of the St. Johns County Industrial Development Authority

(SEAL OF ISSUER)