

## PURCHASE AGREEMENT

September \_\_, 2010

School Board of St. Lucie County, Florida  
4204 Okeechobee Road  
Fort Pierce, Florida 34947

St. Lucie School Board Leasing Corporation  
4204 Okeechobee Road  
Fort Pierce, Florida 34947

Re: Certificates of Participation (School Board of St. Lucie County, Florida Master Lease Program, Series 2010B) (Qualified School Construction Bonds - Federally Taxable - Issuer Subsidy) Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the School Board of St. Lucie County, Florida

Members of the School Board of St. Lucie County, Florida and St. Lucie School Board Leasing Corporation:

Bank of America, N.A. (the "*Purchaser*") hereby offers to purchase from the School Board of St. Lucie County, Florida (the "*School Board*") and the St. Lucie School Board Leasing Corp. (the "*Corporation*") all, but not less than all, of the above-referenced Certificates of Participation (School Board of St. Lucie County, Florida Master Lease Program, Series 2010B) (Qualified School Construction Bonds - Federally Taxable - Issuer Subsidy) Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the School Board of St. Lucie County, Florida (the "*Certificates*"). This offer is made subject to the School Board's and Corporation's acceptance hereof on or before 11:59 p.m., Eastern time, on the date hereof, at which time this offer expires if not accepted. Upon the acceptance of this offer, a contract will be formed and be binding upon the School Board, the Corporation and the Purchaser. On the terms and conditions set forth below, the Purchaser hereby agrees to purchase from the School Board, and the School Board and the Corporation hereby agree to sell and require the Trustee deliver to the Purchaser, all, but not less than all, of the Certificates:

**Issue and Amount:** \$ \_\_\_\_\_ of the Certificates, which evidence an undivided proportionate interest of the owners thereof in the Basic Rent Payments to be made by the School Board pursuant to the Master Lease-Purchase Agreement, dated

as of September 1, 1990 (the "*Master Lease*"), as amended and supplemented by Lease Schedule No. 2010B, dated as of September 1, 2010 (together with the Master Lease, the "*Series 2010B Lease*"), each between the School Board and the Corporation.

**Other Parties:** Facilities Lessor/Ground Lease Sublessee: the Corporation.

Trustee: U.S Bank National Association (the "*Trustee*").

**Purchaser:** Bank of America, N.A., acting as Purchaser and not in the capacity of a broker, dealer or municipal securities underwriter.

**Certificates Purchase Price:** 100% of Certificates aggregate principal component – \$ \_\_\_\_\_. A single fully-registered Certificate shall be issued in the name of Bank of America, N.A. in the principal amount of \$ \_\_\_\_\_ (the "*Certificates*").

**Interest Rate:** \_\_\_\_\_% per annum (computed on an 30/360 basis) (the "*Interest Rate*") paid in the manner set forth herein.

**Applicable Tax Credit Rate:** \_\_\_\_\_%. See Schedule 1 hereto.

**Purpose of Certificates:** Construction, rehabilitation or repair of public school facilities, including equipping of school facilities to be constructed, rehabilitated or repaired with the proceeds of the Certificates, and paying the cost of issuance thereof.

**Authority for Issue:** Chapters 1000-1013, Florida Statutes, as amended, and Resolutions adopted by the School Board and the Corporation on September 14, 2010 (the "*Resolution*"), and Sections 54A, 54F and 6431 of the Internal Revenue Code of 1986, as amended (the "*Code*").

**Form of Certificates:** Certificates of Participation evidencing undivided proportionate interests in the Series 2010B Lease will be issued as a single typewritten certificate in fully registered form. The Purchaser will take physical delivery of the definitive certificates, and no DTC closing or CUSIP number will be required.

**Ground Lease:** At closing, the School Board, as Lessee, and the

Corporation, as Lessor, shall enter into a ground lease in customary form and otherwise in form and substance acceptable to the Purchaser (the "*Ground Lease*") creating a leasehold estate in the Premises (as defined in the Ground Lease) with a term up to five years after the scheduled term under the Series 2010B Lease.

**Trust Agreement:**

At closing, the School Board, the Corporation and the Trustee shall enter into a trust agreement in customary form and otherwise in form and substance acceptable to the Purchaser (the "*Trust Agreement*") providing for the execution and delivery of the Certificates, at the direction and with the consent of the Corporation and the School Board, evidencing an undivided proportionate interest in Basic Rent Payments to be made under the Series 2010B Lease.

**Source of Payment and Security:**

The payments represented by the Series 2010B Certificates are payable from legally available funds appropriated annually by the governing body of the Lessee during the term of the Series 2010B Lease, subject to annual renewal upon appropriation for amounts due under the Series 2010B Lease for succeeding fiscal years as provided in the Series 2010B Lease.

In the event of a non-appropriation or a failure to pay Basic Rent Payments on the Certificates and upon expiration of the Expenditure Period (as defined in the Trust Agreement), all unspent Certificates proceeds shall be transferred to the Trustee and applied to payment of the Certificates.

The School Board hereby represents and warrants that it has not failed to appropriate funds to pay its lease, lease-purchase, installment sale, installment payment or similar obligations subject to appropriation since the inception of its master lease-purchase program.

Upon an event of default, the Trustee, on behalf of the Purchaser, may exercise all of its rights (at the direction of the Certificateholders) under and with respect to the Ground Lease, the Trust Agreement and the Series 2010B Lease.

**Certificates Principal Payment:**

The principal portion of the Basic Rent Payments represented by the Certificates will be payable on September 1, 2027.

**Interest Payment Dates:**

Commencing March 1, 2011 and each September 1 and March 1 thereafter semiannually until the Certificates are paid in full.

**Series 2010B Lease Term:**

The initial term of the Series 2010B Lease shall commence as of the closing date (identified below), and shall expire on June 30, 2011 (the "*Initial Term*"), subject to the School Board's option (the "*Renewal Option*") to extend the term of the Certificates for sixteen (16) additional and consecutive one-year renewal terms commencing July 1, 2011, and ending June 30, 2027 (herein each referred to individually as a "*Lease Term*"). The Certificate shall mature September 1, 2027.

**Optional and Extraordinary Mandatory Prepayment Provisions:**

The Certificates will be subject to optional and extraordinary mandatory prepayment by the School Board prior to their maturity date as provided in Section 501 of the Series 2010B Supplemental Trust Agreement.

**Davis-Bacon Act Compliance:**

The School Board shall comply with the provisions of the Davis-Bacon Act, to the extent necessary to achieve and maintain the status of the Series 2010B Lease as a "qualified school construction bond" pursuant to Section 54F of the Code.

**Annual Financial Statements & Reporting:**

Until all amounts owed to the Purchaser with respect to the Certificates are paid in full, the School Board shall deliver to the Purchaser (a) the School Board's annual audited financial statements not later than 270 days after the applicable fiscal year-end of the School Board, and (b) upon request, the School Board's adopted annual budget within 15 days of such request.

**Certificates  
Documentation:**

The Certificates documentation, including the Series 2010B Lease, the Ground Lease and the Trust Agreement shall be prepared by Special Counsel and shall be in form and content acceptable to the Purchaser.

The School Board hereby covenants that the School Board (a) shall not use proceeds of the Certificates for any reserves and (b) shall not use more than 2% of Certificates proceeds for costs of issuance.

**Real Estate Related  
Documentation:**

With respect to the property on which each component of the Project (defined below) will be located (the "*Project Site*") that will be subject to the Ground Lease:

1. The School Board hereby represents and warrants that the facilities to be financed by Certificates proceeds (the "*Project*") will comprise educational facilities to be located on the Project Site. The School Board shall purchase and maintain such property, casualty and liability insurance for such risks, in such amounts and with such insurers as required pursuant to the Series 2010B Lease.
3. The School Board hereby represents and warrants that no adverse environmental conditions exist on the Project Site.

**Investment Letter:**

The Purchaser will sign an investment letter to the effect that it is (a) a national bank established under the laws of the United States of America; (b) has conducted its own investigation of the financial condition of the School Board, the purposes for which the Certificates are being issued and of the security for the payment of the principal and interest components of Basic Rent Payments represented by the Certificates and has obtained such information regarding the Certificates and the School Board and its operations, financial condition and financial prospects as such Purchaser deems necessary to make an independent, informed investment decision with respect to its purchase of the Certificates; (c) is purchasing its portion of Certificates without a present intention to sell any portion thereof to any other

person, *provided* that the Purchaser retains the right at any time to dispose of the Certificates or any interest therein as it may determine to be in its best interests, and that any subsequent resale shall be made only in accordance with applicable securities laws and Treasury Regulations; and (d) acknowledge and agree that the Certificates shall be secured solely as provided in the Trust Agreement, the Series 2010B Lease and the Ground Lease, it being understood that neither the Certificates nor the interest represented thereby shall be or constitute a general obligation of the District, the School Board, St. Lucie County, Florida or the State of Florida, or any political subdivision or agency thereof, or a pledge of the faith and credit of the District, the School Board, St. Lucie County, Florida or the State of Florida, or any political subdivision or agency thereof, or a lien upon any property of or located within the boundaries of the District. Such letter shall also contain the information required by Section 218.385, Florida Statutes.

**Closing Date:**

On September \_\_, 2010, unless the School Board, the Corporation and the Purchaser agree to an earlier date.

**Conditions Precedent to Closing:**

Legal opinion of Nabors, Giblin & Nickerson, P.A., Special Counsel, to the effect that the Certificates, the Series 2010B Lease and the Ground Lease are each a legal, valid and binding obligations of the School Board, enforceable in accordance with their respective terms (subject to customary exceptions) under applicable law.

The opinion of Special Counsel to the School Board shall contain language to the effect that the Series 2010B Lease is a "qualified school construction bond" as defined in Section 54F of the Code.

Completion of documentation satisfactory to the Purchaser, the Corporation and the School Board. The School Board and the Corporation shall also cause to be delivered to the Purchaser at closing such legal opinions from counsel to the Corporation, counsel to the School Board and counsel to the Trustee as the Purchaser may reasonably require.

Further, pursuant to the provisions and requirements of the Code, the School Board shall designate the Series 2010B Lease as a "qualified school construction bond" pursuant to Section 54F of the Code and shall make an election to receive a federal subsidy pursuant to Section 6431(f) of the Code as confirmed by the Purchaser's legal counsel.

As conditions to the Purchaser's obligations under this offer, once accepted, from the date hereof to the closing date, there shall not have occurred any (i) material adverse change in the financial condition or general affairs of the School Board, (ii) event, court decision, proposed law or rule that may have the effect of changing the federal income tax incidents of the Certificates or the contemplated transaction, (iii) international or national crisis or banking moratorium materially affecting, in the reasonable opinion of the Purchaser, the market value of the Certificates or (iv) new restrictions on the extension of credit by banks or other lending institutions by any federal or state agency.

**Fees and Expenses:**

No commitment fee or credit review fee in connection with the funding of the Certificates shall be paid to the Purchaser by the School Board. The School Board shall be responsible to pay its fees and expenses related to this transaction, including financial advisor, Trustee, Special Counsel and Trustee's counsel fees. The School Board shall also pay the fees and expenses of Counsel to the Purchaser, such fees and expenses not to exceed \$30,000. All conditions to this offer being satisfied, on the Closing Date, the Purchaser shall transfer the Purchase Price for its respective portion of the Certificates to the Trustee to be applied in accordance with the Trust Agreement.

**Continuing Disclosure:**

It is understood that, with respect to the Certificates, the School Board will not be required to comply with the continuing disclosure requirements of SEC Rule 15c2-12(b).

**Special Counsel:**

Steven E. Miller, Esq.  
Nabors, Giblin & Nickerson, P.A.  
2502 Rocky Point Drive, Suite 1060  
Tampa, Florida 33607  
(813) 281-2222  
[smiller@ngn-tampa.com](mailto:smiller@ngn-tampa.com)

**Purchaser Contact:**

Holly Kuhlman  
Bank of America, N.A.  
4501 Tamiami Trail, Suite 400  
Naples, Florida 34103  
(239) 659-2275  
[holly.kuhlman@baml.com](mailto:holly.kuhlman@baml.com)

**Governing Law:**

This offer and the transaction completed hereunder will be governed by Florida law.

The School Board shall represent and agree at closing that all financial statements and other information delivered to the Purchaser are correct and complete and that no material adverse changes have occurred.

If the School Board and the Corporation are in agreement with the terms and conditions contained herein, please sign in the space provided below indicating the School Board's and Corporation's acceptance of this offer and return an executed copy of this offer via fax or e-mail to the Purchaser. If you should have any questions, please contact the undersigned.

[Signatures follow on succeeding pages]



[Purchaser's Signature Page]

Sincerely,

BANK OF AMERICA, N.A.

By: \_\_\_\_\_

Name: Holly Kuhlman

Title: Senior Vice President

Date: September \_\_, 2010

[School District and Corporation Signature Page]

Agreed and accepted on the date first above  
written:

THE SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Troy Ingersoll, Chairman

ATTESTED:

By: \_\_\_\_\_  
Michael J. Lannon, Superintendent

Date: September \_\_, 2010

ST. LUCIE SCHOOL BOARD LEASING  
CORPORATION

By: \_\_\_\_\_  
Troy Ingersoll, President

ATTESTED:

By: \_\_\_\_\_  
Michael J. Lannon, Secretary

Date: September \_\_, 2010

**SCHEDULE I**

**APPLICABLE TAX CREDIT RATE**