

LEASE SCHEDULE NO. 2010C

Schedule No. 2010C
to the
Master Lease-Purchase Agreement,
dated as of September 1, 1990,
between
St. Lucie School Board Leasing Corporation
(the "Corporation")
and
School Board of St. Lucie County, Florida (the "Board")

THIS LEASE SCHEDULE NO. 2010C (the "Lease Schedule No. 2010C") is hereby entered into under and pursuant to that certain Master Lease-Purchase Agreement, dated as of September 1, 1990 (the "Lease Agreement" and together with this Lease Schedule No. 2010C, the "Series 2010C Lease"), pursuant to which the Corporation has agreed to lease-purchase to the Board and the Board has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Series 2010C Project as herein described. All capitalized defined terms not otherwise defined herein shall have the respective meanings therefor set forth in the Lease Agreement, or if not defined therein, in the Trust Agreement. Reference to "Series 2010C Lease" herein shall include the terms of this Lease Schedule.

1. Findings. The Board and the Corporation hereby find and determine that:

(a) The Board has heretofore executed and delivered the Lease Agreement pursuant to which it has established a master lease-purchase program.

(b) The Board has heretofore lease-purchased various educational facilities and equipment from the Corporation in accordance with the terms of the Lease Agreement, as described in previously executed Lease Schedules.

(c) In order to finance the acquisition, construction, reconstruction, renovation, installation and equipping of certain educational facilities and equipment (as more particularly described herein, the "Series 2010C Project"), the Board and the Corporation hereby agree to cause the issuance of the hereinafter defined Series 2010C Certificates pursuant to the Trust Agreement and the Series 2010C Supplemental Trust Agreement, dated as of September 1, 2010, among U.S. Bank National Association, as Trustee, the Corporation and the Board (the "Series 2010C Supplemental Trust Agreement").

(d) In consideration for the financing of the educational equipment and improvements which shall constitute the Series 2010C Project, the Board and the Corporation agree to enter into this Lease Schedule, whereby the Board will lease such Series 2010C Project from the Corporation and agree to make Basic Rent Payments and Sinking Fund Payments sufficient to pay the principal of and interest on the Series 2010C Certificates.

2. Series 2010C Project. The leased property, which is described in Section 6 of this Lease Schedule (the "Series 2010C Project"), and has a Maximum Cost of \$_____ (plus any investment earnings), shall be acquired, constructed, reconstructed, renovated, installed, and equipped and lease-purchased, by the Board from the Corporation pursuant to the terms of the Lease Agreement.

2. Commencement Date; Lease Term; Other Definitions. For purposes of this Lease Schedule and the Lease Agreement:

(a) The Commencement Date for the Series 2010C Project is September __, 2010.

(b) The Initial Lease Termination Date of the lease of the Series 2010C Project shall be June 30, 2011. The Maximum Lease Term shall commence on the Commencement Date hereof and terminate on June 30, 2027.

(c) The Estimated Completion Date is September __, 2013.

(d) No Replacement Amount is designated with respect to the Series 2010C Project. Any insurance or condemnation proceeds shall be applied in accordance with Section 13 hereof.

3. Certificates of Participation.

(a) The Certificates of Participation issued under the Trust Agreement and related to this Lease Schedule are identified as "Certificates of Participation (School Board of St. Lucie County, Florida Master Lease Program, Series 2010C) (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 "Series 2010C Certificates"). In accordance with the Trust Agreement, the Interest Component of the Basic Rent Payments represented by the Series 2010C Certificates shall be calculated at a rate of ____% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months. In the event of a discrepancy between the calculation of the interest rate as provided in the immediately preceding sentence and the amounts of the interest component of the Basic Rent Payments set forth in Schedule A

hereto, the calculation of the interest rate as provided in the immediately preceding sentence shall control.

(b) There is no Credit Enhancer for the Series 2010C Certificates.

(c) The Reserve Requirement for the Series 2010C Subaccount established in the Reserve Account under the Trust Agreement shall be zero.

(d) The Optional Prepayment Date for the Series 2010C Certificates shall be determined in accordance with paragraph (h) below.

(e) The Closure Date of the Series 2010C Subaccount of the Project Account established for the Series 2010C Certificates shall be the date on which the Expenditure Period expires.

(f) No Prepayment Amount is designated for purposes of 6.03(g) of the Trust Agreement; provided, however, that any amounts remaining in the Series 2010C Subaccount of the Project Account upon expiration of the Expenditure Period shall be applied to the prepayment of the Series 2010C Certificates in accordance with paragraph (g) below.

(g) The Series 2010C Certificates are subject to extraordinary mandatory prepayment in Authorized Denominations, in whole or in part, on a date designated by the Board that occurs no later than the ninetieth day following the last day of the Expenditure Period, at a Prepayment Price equal to the Principal Component represented by the Series 2010C Certificates called for prepayment, plus accrued interest to the prepayment date, in an amount equal to the unexpended proceeds of the sale of the Series 2010C Certificates held by the Trustee, but only to the extent that the Board fails to expend all of the "available project proceeds" (as defined in Section 54A(e)(4) of the Code) of the Series 2010C Certificates for Qualified Purposes within the Expenditure Period; provided, however, to the extent that the principal amount of the Series 2010C Certificates required to be prepaid exceeds \$2,000,000, the Board shall also pay an amount equal to the Prepayment Premium with respect to such excess.

(h) The Series 2010C Certificates may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Series 2010C Lease, in whole or in part on any date, and if in part, by lot within a maturity in such manner as may be designated by the Trustee, at the Prepayment Price equal to (a) 100% of the Principal Component of the Basic Rent Payments represented by the Series 2010C Certificates to be prepaid, plus (b) the Prepayment Premium, plus (c) accrued and unpaid interest thereon to the optional prepayment date.

(i) Prepayment is not permitted pursuant to Section 5.08(c) of the Lease Agreement. Any insurance or condemnation proceeds derived with respect to the Series 2010C Project shall be applied in accordance with Section 13 hereof.

4. Basic Rent and Sinking Fund Payments; Sinking Fund Payment Dates and Basic Rent Payment Dates; True Up Payments. The Basic Rent and Sinking Fund Payments payable by the Board to the Corporation with respect to the Series 2010C Project under the Series 2010C Lease are described in Schedule A attached hereto. The Sinking Fund Payment Dates with respect to the Series 2010C Certificates shall be each September 1 as set forth in Schedule A hereto. The Basic Rent Payment Date with respect to the Principal Component of the Basic Rent Payments represented by the Series 2010C Certificates shall be on the August 25 prior to the Maturity Date of the Series 2010C Certificates. The Basic Rent Payment Dates with respect to the Interest Component of the Basic Rent Payments represented by the Series 2010C Certificates shall be on the February 25 and August 25 prior to each March 1 and September 1 payment set forth in said Schedule A.

In the event the Sinking Fund Repurchase Agreement is terminated or any other investment on deposit in the Series 2010C Sinking Fund Account is liquidated prior to its maturity, and as a result thereof, there is a realized loss on amounts on deposit in the Series 2010C Sinking Fund Account, the Board shall pay, on or prior to the next Sinking Fund Payment Date, an amount equal to such loss for deposit to the Series 2010A Sinking Fund Account. Any such payments are referred to as "True Up Payments." Notwithstanding the foregoing, any such required True Up Payment shall not exceed the amount which is necessary to make the amount on deposit in the Series 2010C Sinking Fund Account equal to the aggregate amount of all Sinking Fund Requirements then required to be on deposit in the Series 2010C Sinking Fund Account in accordance with the Sinking Fund Payment Schedule set forth in Schedule A.

5. Use of Certificate Proceeds. The net proceeds of the Series 2010C Certificates shall be disbursed as follows:

Deposit to Series 2010C Subaccount of Project Account established for Series 2010C Certificates	\$ _____
Deposit to Series 2010C Subaccount of Costs of Issuance Account established for Series 2010C Certificates.....	\$ _____

6. The Series 2010C Project. The Project Description, Project Budget and Project Schedule for the Series 2010C Project are attached hereto as Schedule B.

7. Designated Equipment. The Designated Equipment for the Series 2010C Project is attached hereto as part of Schedule B.

8. The Land. A description of the Land is attached as Schedule C hereto.
9. Title Insurance. No title insurance shall be required for the Series 2010C Project Site.
10. Other Documents. The documents required by Section 3.01(c) of the Lease Agreement to be submitted with this Lease Schedule are attached hereto as Schedule D.
11. Assignment of Lease Agreement and Assignment of Ground Lease. The Corporation hereby acknowledges that all Lease Payments and its rights, title and interest in this Lease Schedule and, with certain exceptions, the Lease Agreement have been assigned to the Trustee pursuant to the Assignment of Lease Agreement, dated as of September 1, 1990, as amended and supplemented, and that all of its right, title and interest in the Ground Lease Agreement, dated as of September 1, 2010, between the Board and the Corporation, have been assigned to the Trustee pursuant to the Assignment of Ground Lease, dated as of September 1, 2010, from the Corporation to the Trustee.
12. Certification Required by Lease Agreement. Pursuant to Section 3.01(c)(ii) of the Lease Agreement, the Board hereby reaffirms the Board's covenants, representations and warranties made under the Lease Agreement, except as modified hereby, and further certifies that no default has occurred and is continuing under the Lease Agreement.
13. Section 5.08(c) and (d) of Lease Agreement Not Applicable. Notwithstanding the provisions set forth in Sections 5.08(c) and (d) of Lease Agreement, the Board may elect not to repair, restore or replace the Series 2010C Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee for the Series 2010C Certificates stating that (i) the Board has made such an election and (ii) it is not in the best interests of the Board to repair, restore or replace such Series 2010C Project or portion thereof. Upon such an election, if the Net Proceeds are not greater than the amount of the Basic Rent Payments coming due in the immediately following fiscal year under the Series 2010C Lease, then such amounts shall be used first, to pay the Interest Component of the Series 2010C Certificates for the next two Interest Payment Dates and then to pay the Sinking Fund Payments next coming due. In the event the Net Proceeds are greater than the amount of the Basic Rent Payments coming due under the Series 2010C Lease in the immediately following fiscal year, at the option of the Board, the Board shall apply the Net Proceeds of such insurance or condemnation award to (i) the acquisition, construction and installation of other Land and/or Buildings to be used for educational purposes that will be subject to the Series 2010C Lease or (ii) upon receipt of a Favorable Opinion, to the Series 2010C Subaccount of the Interest Account, or Series 2010C Sinking Fund Account, as applicable, to be credited against the payments next due to such accounts or subaccounts. The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2010C Project.

14. Fire and Extended Coverage Insurance and Flood Insurance. In lieu of provisions contained in Section 5.05 of the Lease Agreement, with respect to the Series 2010C Certificates and Series 2010C Project, the following provisions shall apply:

(a) The Board shall procure and maintain, or cause to be procured and maintained, throughout the Lease Term, subject to the requirements of State law, insurance against loss or damage to any part of the Series 2010C Project by fire or lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Board, and may be maintained in whole or in part in the form of self-insurance by the Board, provided such self-insurance complies with the provisions of Section 5.07 of the Lease Agreement. The Net Proceeds of such insurance shall be applied as provided in Section 5.06 of the Lease Agreement.

(b) Flood insurance shall be separately maintained by the Board for any property included in the Series 2010C Project which is located in a federally designated flood plain, in such amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. In the event the Board considers flood insurance to be unavailable at commercially reasonable rates, it shall so notify the Trustee. If the Trustee identifies insurance for such coverage at commercially reasonable rates, the Board shall be obligated to obtain such insurance. In the event that the Trustee and the Board determine that flood insurance is unavailable at commercially reasonable rates, such flood insurance shall be maintained in whole in the form of self-insurance by the Board in compliance with the provisions of Section 5.07 of the Lease Agreement.

15. Unexpended Moneys. In lieu of the provisions contained in Section 3.07 of the Lease Agreement, with respect to the Series 2010C Certificates and Series 2010C Project, the following provisions shall apply:

(a) The Corporation and the Board agree that unexpended moneys remaining in the Series 2010C Subaccount of the Costs of Issuance Account shall, upon payment in full of Costs of Issuance relating thereto be deposited in the Series 2010C Subaccount of the Project Account and that excess moneys, if any, remaining in a Series 2010C Subaccount of the Project Account funded from the

Series 2010C Certificates shall, upon expiration of the Expenditure Period, be applied in accordance with Section 3(g) hereof and Section 501(b) of the Series 2010C Supplemental Trust Agreement.

16. Qualified School Construction Bonds. Notwithstanding anything to the contrary in the Lease Agreement, the following provisions shall apply to this Lease Schedule No. 2010C:

(A) Designation. The Board hereby designates the Series 2010C Lease as a qualified school construction bond for purposes of Section 54F(a)(3) of the Code.

(B) Election to Receive Issuer Subsidy. Pursuant to Section 6431(f)((3)(B) of the Code, the Board hereby makes an irrevocable election to have Section 6431 of the Code apply to the Series 2010C Lease and to receive the applicable credit under Section 6431(b) of the Code as determined in accordance with Section 6431(f)(1)(C) of the Code.

17. Representations, Warranties and Covenants Related to Qualified School Construction Bonds.

(A) The School Board represents and warrants that (i) prior to the expenditure of proceeds of the Series 2010C Certificates for Series 2010C Project, the School Board declared its intent to reimburse certain expenditures of its own funds with the proceeds of the Series 2010C Certificates, (ii) pursuant to the provisions of the Recovery Act, the State Department of Education has allocated the District the authority to issue up to \$12,913,080 aggregate principal amount of QSCB's, which allocation must be utilized before October 1, 2010, and (iii) it reasonably expects that 100% or more of the available project proceeds (as defined in Section 54A of the Code) will be spent for one or more Qualified Purposes within the three-year period beginning on the Closing Date and a binding commitment with a third party to spend at least 10% of the available project proceeds will be incurred within the six-month period beginning on the Closing Date.

(B) The School Board covenants that (i) no more than 2% of the sale proceeds of the Series 2010C Certificates shall be expended for costs of issuance of the Series 2010C Certificates; (ii) no reimbursement for expenditures shall be made later than 18 months after the date the original expenditure is made, (iii) no reimbursement of expenditures from proceeds of the Series 2010C Certificates shall be made after the end of the Expenditure Period, (iv) it will submit reports required by Section 54A(d)(3) of the Code, and (v) it will comply with special rules relating to arbitrage in accordance with Section 54A(d)(4) of the Code.

(C) The Board hereby certifies that the applicable State and local law requirements governing conflicts of interest have been satisfied.

(D) The Board hereby agrees to file Form 8038-CP (or any successor or similar form required under the Code) no earlier than the 90th day and no later than the 45th day preceding each Payment Date identifying the amount of the interest to be paid on the Payment Date.

(E) The Board covenants that it will not take or fail to take any action, including, without limitation, substitution of the original Series 2010C Project, which could result in the loss of Qualified School Construction Bond status or which would otherwise affect its right to receive the Issuer Subsidy.

18. Amendments. Notwithstanding anything to the contrary in the Lease Agreement, any amendment or modification for purposes of conforming the Series 2010C Lease to any amendment to Section 54A, 54F, 6431 or other applicable sections of the Code, or to guidance or regulations published or promulgated, as the case may be, by the Internal Revenue Service, the Treasury Department or the Securities and Exchange Commission regarding or affecting Qualified School Construction Bonds shall be permitted without the consent of any Holder of Series 2010C Certificates, but only with prior written notice to the Holders of the Series 2010C Certificates; provided, that in no event shall any such amendment or modification affect the timing of any Lease Payments to be made by the School Board to the Trustee or any payments from the Trustee to the Owners of the Series 2010A Certificates.

19. Amendments to Lease Agreement.

(A) Notwithstanding any provision of the Lease Agreement to the contrary and only with respect to the Series 2010C Certificates or Series 2010C Project, any provisions of the Lease Agreement requiring an opinion of Special Counsel, including, without limitation, Sections 3.03(e), 5.13(b)(iii), 6.01(b)(ii) and 6.05 thereof, shall instead be deemed to require a Favorable Opinion (as defined in the Series 2010C Trust Agreement).

(B) For purposes of the Series 2010C Lease, Section 7.03(ii) of the Lease Agreement shall be deemed to read as follows:

"(ii) Except in the case of an Event of Default under Section 7.02(c) hereof, without terminating this Lease Agreement, to re-enter and take possession of the Projects, or any portion thereof, other than Designated Equipment, and sell, lease or sublease such Projects, or any portion thereof, in accordance with applicable law, for the account of the Board, holding the Board liable for the difference between (i) the purchase price, rent and other amounts paid by the

purchaser, lessee or sublessee pursuant to such sale, lease or sublease, and (ii) the Lease Payments and other amounts currently payable by the Board under and pursuant to this Lease Agreement; provided, however, that prior to termination of this Lease Agreement, the Projects, or any portion thereof, may be sold, re-let or otherwise disposed of only to such Person or Persons as shall not adversely affect the status of the Series 2010C Lease as a Qualified School Construction Bond; or"

(C) For all purposes hereof, Section 6.02 of the Lease Agreement shall be deemed inapplicable to the Series 2010C Lease.

(D) Section 5.01 of the Lease Agreement is hereby amended to add the following subsection (r):

"(r) Except with respect to (i) any lease-purchase agreements heretofore entered into by the Board (including any future refinancings thereof), and (ii) any lease-purchase agreements hereafter entered into by the Board solely for the lease-purchase of equipment (including, but not limited to, computers, software and other similar items), the Board hereby covenants not to lease-purchase any educational facilities comprised of Buildings and/or Land except pursuant to this Lease Agreement."

IN WITNESS WHEREOF, each of the parties hereto have caused this Lease Schedule No. 2010C to be executed by their proper corporate officers, all as of the 1st day of September, 2010

ST. LUCIE SCHOOL BOARD LEASING CORPORATION

(SEAL)

By: _____
President

Attest: _____
Secretary

**SCHOOL BOARD OF ST. LUCIE
COUNTY, FLORIDA**

By: _____
Chairman

(SEAL)

Attest: _____
Deputy Superintendent/Secretary

SCHEDULE A

TOTAL BASIC RENT PAYMENT AND SINKING FUND PAYMENT SCHEDULE

Date	Sinking Fund Payment*	Principal Component	Interest Component	Total Lease Payment Due
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*Estimated, subject to change. The Board shall offset the Sinking Fund Payments with the interest earnings on amounts in the Series 2010C Sinking Fund Account from the prior year. The Sinking Fund Payments will be in equal, annual installments in an aggregate amount not in excess of the Principal Component due at maturity. Sinking Fund Payments on deposit in the Series 2010C Sinking Fund Account shall be retained therein until transferred to (i) the Series 2010C Subaccount of the Principal Account to pay the Principal Component of the Basic Rent Payments represented by the Series 2010C Certificates at maturity or (ii) the Series 2010C Account of the Redemption Fund upon earlier prepayment of the Series 2010C Certificates.

**BASIC RENT PAYMENT AND
SINKING FUND PAYMENT SCHEDULE BY GROUP**

<u>Date</u>	<u>Sinking Fund Payment*</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Lease Payment Due</u>
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*Estimated, subject to change. The Board shall offset the Sinking Fund Payments with the interest earnings on amounts in the Series 2010C Sinking Fund Account from the prior year. The Sinking Fund Payments will be in equal, annual installments in an aggregate amount not in excess of the Principal Component due at maturity. Sinking Fund Payments on deposit in the Series 2010C Sinking Fund Account shall be retained therein until transferred to (i) the Series 2010C Subaccount of the Principal Account to pay the Principal Component of the Basic Rent Payments represented by the Series 2010C Certificates at maturity or (ii) the Series 2010C Account of the Redemption Fund upon earlier prepayment of the Series 2010C Certificates.

SCHEDULE B

**PROJECT DESCRIPTION, PROJECT BUDGET,
PROJECT SCHEDULE AND DESIGNATED FACILITIES**

PROJECT DESCRIPTION AND SCHEDULE

ESTIMATED PROJECT BUDGET*

Design/Construction
Furniture, Fixtures & Equipment

Total

* Excludes investment earnings.

ESTIMATED DRAWDOWN SCHEDULE

Date

Amount

DESIGNATED EQUIPMENT

The portion of the Series 2010C Project consisting of all equipment components not constituting fixtures of the educational facilities described under the heading "PROJECT DESCRIPTION AND SCHEDULE" above constitute Designated Equipment under the Lease Agreement. In addition to the foregoing, the following components of the Series 2010C Project shall also constitute Designated Equipment under the Lease Agreement:

1. Roof replacement at Dale Cassens Alternative (ESE) Center
2. Roof replacement at Southern Oaks Middle School

EXHIBIT A TO SCHEDULE B

**EDUCATIONAL PLANT SURVEY EXCERPTS RELATED
TO THE SERIES 2010C PROJECT COMPONENTS**

EXHIBIT C

DESCRIPTION OF THE LAND PREMISES

SCHEDULE D

DOCUMENTS REQUIRED BY SECTION 3.01(C) OF THE LEASE AGREEMENT

1. Resolution of the School Board - See Tab ____.
2. Certificate of School Board - See Tab ____.
3. Ground Lease Agreement - See Tab ____.
4. Series 2010C Supplemental Trust Agreement - See Tab ____.
5. Memorandum of Lease and Notice of Option with respect to Series 2010C Project
- See Tab ____.
6. Memorandum of Ground Lease with respect to Series 2010C Project- See
Tab ____.