

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

RESOLUTION NO. 2024-20

A RESOLUTION OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA APPROVING THE CURRENT REFUNDING OF ALL OF THE OUTSTANDING CERTIFICATES OF PARTICIPATION, SERIES 2012, CERTIFICATES OF PARTICIPATION, SERIES 2014 AND CERTIFICATES OF PARTICIPATION, SERIES 2017; AUTHORIZING THE EXECUTION AND DELIVERY OF SECOND AMENDED AND RESTATED LEASE SCHEDULE NO. 2008; AUTHORIZING THE RELEASE AND TERMINATION OF SECOND AMENDED AND RESTATED LEASE SCHEDULE NO. 2000; AMENDED AND RESTATED LEASE SCHEDULE NO. 2003 AND AMENDED AND RESTATED LEASE SCHEDULE NO. 2005 RELATING TO SUCH REFUNDING; AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2024B SUPPLEMENTAL TRUST AGREEMENT TO THE MASTER TRUST AGREEMENT DATED AS OF MAY 15, 1997 WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (SUCCESSOR IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING \$17,000,000 AGGREGATE PRINCIPAL AMOUNT OF REFUNDING CERTIFICATES OF PARTICIPATION (THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA MASTER LEASE PROGRAM), SERIES 2024B; AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO SERIES 2008 GROUND LEASE AGREEMENT; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN, WHICH SALE MAY BE COMBINED WITH THE SALE OF THE SERIES 2024A CERTIFICATES; DELEGATING TO THE CHAIR OR VICE-CHAIR AND SUPERINTENDENT OR THEIR DESIGNEE THE AUTHORITY TO APPROVE THE FINAL TERMS AND DETAILS OF THE SERIES 2024B CERTIFICATES, UPON SATISFACTION OF THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFERING STATEMENT AND THE EXECUTION AND DELIVERY OF A FINAL OFFERING STATEMENT WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION; AUTHORIZING THE EXECUTION AND DELIVERY OF A CERTIFICATE PURCHASE CONTRACT, A DISCLOSURE DISSEMINATION AGENT AGREEMENT AND VARIOUS RELATED DOCUMENTS WITH RESPECT THERETO; AUTHORIZING THE PURCHASE OF MUNICIPAL BOND INSURANCE FOR SUCH CERTIFICATES IF DETERMINED TO BE IN THE BEST INTEREST OF THE BOARD AND AUTHORIZING

THE ACCEPTANCE OF A COMMITMENT FOR THE ISSUANCE OF A MUNICIPAL BOND INSURANCE POLICY SECURING THE SERIES 2024B CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT; AND PROVIDING FOR INCIDENTAL ACTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The School Board of Clay County, Florida (the “**Board**”), as the governing body of the School District of Clay County, Florida (the “**District**”), has heretofore determined to finance and refinance the cost of certain of its educational facilities; and

WHEREAS, the Board has heretofore determined that an appropriate way of financing and refinancing the cost of certain of its educational facilities is through the lease-purchase of such improvements and has heretofore entered into a lease-purchase financing program (the “**Financing Program**”) with the Clay School Board Leasing Corporation (the “**Corporation**”) pursuant to that certain Master Lease-Purchase Agreement, dated as of May 15, 1997 (the “**Master Lease**”), as amended and supplemented from time to time, between the Board and the Corporation, particularly as amended and supplemented by the Original Lease Schedules (as defined herein, and together with the Master Lease, the “**Original Lease Agreements**”); and

WHEREAS, pursuant to the Original Lease Agreements, the Board has lease-purchased certain educational facilities more particularly described therein (collectively, the “**Projects**”) as part of the Financing Program; and

WHEREAS, as part of the Financing Program, it was necessary that the Board lease to the Corporation the site on which the Series 2008 Project is located which site is identified in the Ground Lease Agreement dated as of July 31, 2008, as amended, between the Board and the Corporation; and

WHEREAS, as part of the Financing Program, the Corporation, the Board and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee (the “**Trustee**”), entered into that certain Master Trust Agreement, dated as of May 15, 1997 (the “**Master Trust Agreement**”), as amended and supplemented, providing for the issuance of Certificates of Participation from time to time, representing undivided proportionate interests in the principal portion and interest portion of the Basic Rent Payments to be made by the Board under the Master Lease and the Schedule or Schedules relating to such series of Certificates; and

WHEREAS, in order to finance a portion of the Series 1997 Project, the Trustee issued \$13,680,000 aggregate principal amount of Certificates of Participation, Series 1997 (the “**Series 1997 Certificates**”) pursuant to the Master Trust Agreement, as supplemented by a Series 1997 Supplemental Trust Agreement dated as of May 15, 1997; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced a portion of its obligations under the Series 1997 Lease, by amending and restating Lease Schedule No. 1997 and issuing Certificates of Participation, Series 2004 (the “**Series 2004 Certificates**”) in an aggregate

principal amount of \$9,900,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2004 Supplemental Trust Agreement dated as of March 1, 2004; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced an additional portion of its obligations under the Series 1997 Lease, by further amending and restating Lease Schedule No. 1997, refunding the Series 2004 Certificates and issuing Certificates of Participation, Series 2014 (the “**Series 2014 Certificates**”) in an aggregate principal amount of \$17,540,000, a portion of which was allocable to the refunding of the Series 2004 Certificates and the Certificates of Participation, Series 2005A (the “**Series 2005A Certificates**”) and in connection therewith restructured its obligations under the Series 1997 Lease and the Series 2005 Lease; and

WHEREAS, in order to finance a portion of the Series 2000 Project, the Trustee issued \$24,980,000 aggregate principal amount of Certificates of Participation, Series 2000 (the “**Series 2000 Certificates**”) pursuant to the Master Trust Agreement, as supplemented by a Series 2000 Supplemental Trust Agreement dated as of March 1, 2000; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced a portion of its obligations under the Series 2000 Lease, by amending and restating Lease Schedule No. 2000 and issuing Certificates of Participation, Series 2005B (the “**Series 2005B Certificates**”) in an aggregate principal amount of \$18,545,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2005B Supplemental Trust Agreement dated as of September 1, 2005,

WHEREAS, as a result of a decline in interest rates, the Board refinanced an additional portion of its obligations under the Series 2000 Lease, by further amending and restating Lease Schedule No. 2000, refunding the Series 2005B Certificates and issuing Certificates of Participation, Series 2017 (the “**Series 2017 Certificates**”) in an aggregate principal amount of \$17,540,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2017 Supplemental Trust Agreement dated August 17, 2017; and

WHEREAS, in order to finance a portion of the Series 2003 Project, the Trustee issued \$15,495,000 aggregate principal amount of Certificates of Participation, Series 2003 (the “**Series 2003 Certificates**”) pursuant to the Master Trust Agreement, as supplemented by the Series 2003 Supplemental Trust Agreement dated as of July 1, 2003; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced a portion of its obligations under the Series 2003 Lease and the Series 2008 Lease, by amending and restating Lease Schedule No. 2003 and Lease Schedule No. 2008 and issuing Certificates of Participation, Series 2012 (the “**Series 2012 Certificates**”) in an aggregate principal amount of \$18,545,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2012 Supplemental Trust Agreement dated as of June 1, 2012, a portion of which was allocable to the refunding of the Series 2003 Certificates and the Certificates of Participation, Series 2008; and

WHEREAS, in order to finance a portion of the Series 2005A Project, the Trustee issued \$16,430,000 aggregate principal amount of Certificates of Participation, Series 2005A (the “**Series 2005A Certificates**”) pursuant to the Master Trust Agreement, as supplemented by a Series 2005A Supplemental Trust Agreement dated as of September 1, 2005; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced a portion of its obligations under the Series 2005 Lease, by amending and restating Lease Schedule No. 2005 and issuing the Series 2014 Certificates; and

WHEREAS, the Corporation assigned substantially all of its interest in the Original Ground Lease Agreements and the Original Lease Agreements to the Trustee pursuant to assignment agreements; and

WHEREAS, all payments due under the Series 1997 Lease have been made by the School Board and such lease has been terminated; and

WHEREAS, as a result of the desire of the Board to restructure its Financing Program, the Board has, subject to the conditions set forth herein, decided to refinance all of its remaining obligations under the Original Lease Agreements and release all of the current Projects except for the Series 2008 Project (collectively, the “**Released Projects**”) from the lien of the respective Original Ground Lease Agreements, Original Lease Agreements, lease memoranda and assignment agreements, pursuant to the terms of the Master Lease and Master Trust Agreement, by terminating such agreements by the execution of one or more releases to be entered into and recorded in the Official Records of Clay County, Florida (the “**Release**”); and

WHEREAS, to accomplish such refinancing, the Board and the Corporation will enter into a Series 2024B Supplemental Trust Agreement (the “**Series 2024B Supplemental Trust Agreement**,”) with the Trustee providing for the issuance of Refunding Certificates of Participation, Series 2024B (the “**Series 2024B Certificates**”) to defease and refund, on a current basis, all of the Prior Certificates (as herein defined, the Prior Certificates so refunded being herein referred to as the “**Refunded Certificates**”), which Series 2024B Certificates will represent undivided proportionate interests in the principal portion and interest portion of the Basic Rent Payments to be made under the Second Amended and Restated Lease Schedule No. 2008 to the Master Lease herein authorized; and

WHEREAS, a portion of the proceeds of the Series 2024B Certificates will be deposited with U.S. Bank Trust Company, National Association, acting as escrow agent (the “**Escrow Agent**”), under an Escrow Deposit Agreement (Series 2012 and Series 2014 Certificates) (the “**Escrow Deposit Agreement**”) to be entered into by the Board and the Escrow Agent in substantially the form attached hereto as Exhibit D, and invested in Refunding Securities (as defined in the Master Trust Agreement) until used to pay principal of and interest on, or to prepay the Series 2012 Certificates and the Series 2014 Certificates in accordance with the terms of the Escrow Deposit Agreement; and

WHEREAS, if deemed to be in the best interest of the Board, all or a portion of the payments represented by the Series 2024B Certificates may be insured by a municipal bond insurance policy to be issued by a municipal bond insurance company approved by the Superintendent or his designees.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, ACTING AS THE GOVERNING BODY OF THE SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA

SECTION 1. DEFINITIONS. In addition to the capitalized terms defined in the preambles, the following capitalized terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

“Act” shall mean Chapters 1001 through 1014, Florida Statutes, and other applicable provisions of law.

“Assistant Superintendent for Business Affairs” means the Assistant Superintendent for Business Affairs of the District or his or her duly appointed designee.

“Basic Rent Payments” shall have the meaning ascribed to such term in the Trust Agreement.

“Board” means The School Board of Clay County, Florida, acting as the governing body of the District.

“Certificate Purchase Contract” means the Certificate Purchase Contract, to be dated the date of sale of the Series 2024B Certificates, among the Underwriter, the Corporation and the Board, the substantially final form of which is attached hereto as Exhibit C.

“Chair” means the Chair of the Board, and in his or her absence or unavailability, the Vice Chair of the Board or such other person as may be duly authorized to act on his or her behalf.

“Corporation” means the Clay School Board Leasing Corporation, a Florida not-for-profit corporation and any successor thereto.

“Disclosure Dissemination Agent Agreement” means the Disclosure Dissemination Agent Agreement by and between the Board and Digital Assurance Certification, LLC, the substantially final form of which is attached hereto as Exhibit G.

“Escrow Agent” means U.S. Bank Trust Company, National Association and any successors thereto.

“Escrow Deposit Agreement” means that certain Escrow Deposit Agreement (Series 2012 and Series 2014 Certificates), between the Escrow Agent and the Board, the substantially final form of which is attached as Exhibit D hereto.

“Financial Advisor” means Ford & Associates, Inc., or its successors or assigns.

“Lease Schedule No. 1997” means Second Amended and Restated Lease Schedule No. 1997 dated as of December 18, 2014 to the Master Lease relating to the Series 1997 Project and the Series 2014 Certificates, between the Corporation and the Board.

“Lease Schedule No. 2000” means Second Amended and Restated Lease Schedule No. 2000 dated as of August 17, 2017 to the Master Lease relating to the Series 2000 Project and the Series 2017 Certificates, between the Corporation and the Board.

“Lease Schedule No. 2003” means Amended and Restated Lease Schedule No. 2003, dated as of June 29, 2012 to the Master Lease relating to the Series 2003 Project and the Series 2012 Certificates, between the Corporation and the Board.

“Lease Schedule No. 2005” means Amended and Restated Lease Schedule No. 2005, dated as of December 18, 2014 to the Master Lease relating to the Series 2005 Project and the Series 2014 Certificates, between the Corporation and the Board.

“Lease Schedule No. 2008” means Amended and Restated Lease Schedule No. 2008, dated as of June 29, 2012 to the Master Lease relating to the Series 2008 Project and the Series 2012 Certificates, between the Corporation and the Board.

“Master Lease” means the Master Lease-Purchase Agreement, dated as of May 15, 1997, as amended and supplemented from time to time, between the Corporation and the Board.

“Municipal Bond Insurance Policy” means the municipal bond insurance policy, if any, issued by the Series 2024B Insurer guaranteeing the scheduled payment, when due, of the principal and interest portions of Basic Rent Payments represented by all or a portion of the Series 2024B Certificates as provided therein.

“Original Ground Lease Agreements” means collectively, the Series 2000 Ground Lease, the Series 2003 Ground Lease, the Series 2005A Ground Lease and the Series 2008 Ground Lease.

“Original Lease Agreements” means collectively, the Series 2000 Lease, the Series 2003 Lease, the Series 2005 Lease and the Series 2008 Lease.

“Original Lease Schedules” means collectively, Lease Schedule No. 2000, Lease Schedule No. 2003, Lease Schedule No. 2005A and Lease Schedule No. 2008.

“Prior Certificates” means collectively, the Series 2012 Certificates, the Series 2014 Certificates and the Series 2017 Certificates.

“Refunded Certificates” means collectively, the Series 2012 Certificates, the Series 2014 Certificates and the Series 2017 Certificates being refunded with a portion of the proceeds of the Series 2024B Certificates.

“Second Amended and Restated Lease Schedule No. 2008” means Second Amended and Restated Lease Schedule No. 2008, to the Master Lease relating to the Series 2008 Project and the Series 2024B Certificates, to be entered into between the Board and the Corporation, the substantially final form of which is attached hereto as Exhibit A.

“Second Amendment to Series 2008 Ground Lease” means the Second Amendment to Series 2008 Ground Lease to be entered into by and between the Corporation and the Board and consented to by the Trustee, the substantially final form of which is attached hereto as Exhibit E.

“Secretary” or “Superintendent” means the Superintendent of the District, who is the ex-officio Secretary of the Board and, in his or her absence or unavailability, any other person as may be duly authorized to act on his or her behalf.

“Series 1997 Lease” means the Master Lease, as amended and supplemented by Lease Schedule No. 1997.

“Series 1997 Project” means the property and improvements described as the “Series 1997 Project” in Lease Schedule No. 1997, as the same may be amended or modified from time to time.

“Series 2000 Ground Lease” means the Ground Lease Agreement, dated as of March 1, 2000, between the Board and the Corporation.

“Series 2000 Lease” means the Master Lease, as amended and supplemented by Lease Schedule No. 2000.

“Series 2000 Project” means the property and improvements described as the “Series 2000 Project” in Lease Schedule No. 2000, as the same may be amended or modified from time to time.

“Series 2003 Ground Lease” means the Ground Lease Agreement, dated as of July 1, 2003, between the Board and the Corporation.

“Series 2003 Lease” means the Master Lease, as amended and supplemented by Lease Schedule No. 2003.

“Series 2003 Project” means the property and improvements described as the “Series 2003 Project” in Lease Schedule No. 2003, as the same may be amended or modified from time to time.

“Series 2005 Ground Lease” means the Ground Lease Agreement, dated as of September 1, 2005, between the Board and the Corporation.

“Series 2005 Lease” means the Master Lease, as amended and supplemented by Amended and Restated Lease Schedule No. 2005.

“Series 2005A Project” means the property and improvements described as the “Series 2005A Project” in Lease Schedule No. 2005, as the same may be amended or modified from time to time.

“Series 2008 Ground Lease” means the Ground Lease Agreement, dated as of July 31, 2008, as amended, between the Board and the Corporation.

“Series 2008 Lease” means the Master Lease, as amended and supplemented by Second Amended and Restated Lease Schedule No. 2008.

“Series 2008 Project” means the property and improvements described as the “Series 2008 Project” in Second Amended and Restated Lease Schedule No. 2008, currently comprised of Oakleaf High School, as the same may be amended or modified from time to time.

“Series 2012 Certificates” means the outstanding Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2012 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 Clay County, Florida.

“Series 2014 Certificates” means the outstanding Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2014 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 Clay County, Florida.

“Series 2017 Certificates” means the outstanding Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2017 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 Clay County, Florida.

“Series 2024A Certificates” means the Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2024A 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 Clay County, Florida, to be dated as of their date of issuance (or such other date as shall be set forth in the Certificate Purchase Contract) and to be executed, authenticated and delivered by the Trustee under the Trust Agreement, authorized by a separate resolution of the Board adopted this date.

“Series 2024B Certificates” means the Refunding Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2024B 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 Clay County, Florida, to be dated as of their date of issuance (or such other date as shall be set forth in the Certificate Purchase Contract) and to be executed, authenticated and delivered by the Trustee under the Trust Agreement, authorized by this Resolution and described in the Series 2008 Lease.

“Series 2024B Insurer” means the municipal bond insurance company, if any, approved by the Superintendent issuing the Municipal Bond Insurance Policy.

“Series 2024B Supplemental Trust Agreement” means the Series 2024B Supplemental Trust Agreement relating to the Series 2024B Certificates, among the Corporation, the Board and the Trustee, the substantially final form of which is attached hereto as Exhibit B.

“Special Counsel” means Greenberg Traurig, P.A.

“Trust Agreement” means the Master Trust Agreement, dated as of May 15, 1997, among the Corporation, the Board and the Trustee, as amended and supplemented, particularly as supplemented pursuant to the Series 2024B Supplemental Trust Agreement.

“Trustee” means U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association) and its successors and assigns.

“Underwriter” means Raymond James & Associates, Inc., and the other underwriters, if any, listed in the Certificate Purchase Contract.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 3. FINDINGS. It is hereby found and determined that:

(A) The Board has heretofore established the Financing Program for the lease-purchase financing and refinancing of various projects in accordance with the terms of the Master Lease and Trust Agreement and in connection therewith the Board has heretofore executed and delivered the Original Lease Agreements.

(B) The Board has heretofore leased the Projects from the Corporation in accordance with the terms of the Original Lease Agreements.

(C) The Board has heretofore caused the Prior Certificates to be executed, authenticated and delivered by the Trustee in connection with the Board’s leasing-purchase financing of the Project.

(D) The Board deems it in its best interests to restructure the Basic Rent Payments payable under the Original Lease Agreements to reflect the refunding of the Refunded Certificates.

(E) The Board has further agreed with the Corporation to use a portion of the proceeds of the Series 2024B Certificates to defease and current refund the Refunded Certificates pursuant to the terms of the Trust Agreement and the Escrow Deposit Agreement in order to restructure certain Basic Rent Payments payable under the Original Lease Agreements. Such proceeds shall be deposited into one or more escrow deposit accounts established pursuant to the Escrow Deposit Agreement and shall constitute the deposit of prepaid Basic Rent Payments by the Board.

(F) The deposit of the prepaid Basic Rent Payments in one or more escrow deposit accounts established under the Escrow Deposit Agreement shall be in an amount, together with investment earnings thereon, sufficient to pay the principal of, prepayment premium, if any, and interest on the Series 2012 Certificates and the Series 2014 Certificates, as the same become due or are prepaid prior to maturity.

(G) In consideration of the deposit of such prepaid Basic Rent Payments with the Escrow Agent, the Board agrees to enter into Second Amended and Restated Lease Schedule No. 2008 and the Second Amendment to Series 2008 Ground Lease, whereby the Board will continue to lease the Series 2008 Project and agree to make Basic Rent Payments sufficient to pay the principal of and interest on the Series 2024B Certificates.

(H) As part of restructuring its Financing Program, and its decision to refinance all of its remaining obligations under the Original Lease Agreements, the Board agrees to direct the Corporation and the Trustee to release the Released Projects from the lien of the respective Original Ground Lease Agreements and Original Lease Agreements and related assignment agreements, by terminating such agreements and causing the execution of one or more Releases to be recorded in the Official Records of Clay County, Florida.

(I) The Board is authorized and empowered by the Act to enter into transactions such as those contemplated by this Resolution, the Series 2008 Lease, the Trust Agreement, the Disclosure Dissemination Agent Agreement and the Escrow Deposit Agreement, and to fully perform its obligations hereunder and thereunder in order to lease-purchase the Series 2008 Project.

(J) Due to the present volatility of the market for tax-exempt obligations such as the Series 2024B Certificates and the complexity of the transactions relating to the refunding of the Refunded Certificates, it is in the best interest of the Board that the Series 2024B Certificates be sold by a delegated negotiated sale in accordance with the terms and conditions hereof, allowing market entry at the most advantageous time, rather than at a specified advertised date, thereby obtaining the best possible terms for the Series 2024B Certificates and related financing documents. The Series 2024B Certificates may be sold together with the Series 2024A Certificates but the owners of the Series 2024A Certificates have no claim on the proceeds of the Series 2008 Project or the Series 2008 Lease.

(K) The Board has been advised by its Financial Advisor as to the market appropriateness of considering a purchase proposal of the Underwriter in light of current market levels and conditions and as to the acceptance of a Certificate Purchase Contract pursuant to a delegated negotiated sale subject to the conditions provided herein.

(L) The Series 2024B Certificates shall be secured solely as provided in the Trust Agreement and the Series 2008 Lease, it being understood that neither the Series 2024B Certificates nor the interest represented thereby shall be or constitute a general obligation of the District, the Board, Clay County, Florida or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the District, the Board, Clay 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.

SECTION 4. AUTHORIZATION OF REFUNDING OF REFUNDED CERTIFICATES. The Board hereby authorizes the refunding, on a current basis, of the Refunded Certificates in accordance with the provisions of this Resolution, the Master Trust Agreement and the Escrow Deposit Agreement.

SECTION 5. AUTHORIZATION AND AFFIRMATION OF THE SERIES 2008 PROJECT. Subject to satisfaction of all of the conditions set forth in Section 8(B) hereof, the Board hereby authorizes the lease-purchase of the Series 2008 Project in accordance with the terms of the Second Amended and Restated Lease Schedule No. 2008.

SECTION 6. APPROVAL OF SECOND AMENDED AND RESTATED LEASE SCHEDULE NO. 2008. Subject to the satisfaction of all of the conditions set forth in Section 8(B) hereof, the Board hereby authorizes and directs the Chair to execute Second Amended and Restated Lease Schedule No. 2008, and the Secretary to attest the same and to deliver Second Amended and Restated Lease Schedule No. 2008 to the Corporation for its execution, and, if necessary, the execution and recordation of an amendment to the memorandum of lease. Second Amended and Restated Lease Schedule No. 2008 shall be in substantially the form attached hereto as **Exhibit A**, with such changes, modifications, deletions and additions as may be approved by the Assistant Superintendent for Business Affairs and in any event, including those changes necessary to reflect the final terms and details of the Series 2024B Certificates determined in accordance with Section 8(B) hereof including, without limitation, the schedule of Basic Rent Payments. Execution by the Chair of Second Amended and Restated Lease Schedule No. 2008 shall be deemed to be conclusive evidence of approval of such changes.

SECTION 7. APPROVAL OF THE SERIES 2024B SUPPLEMENTAL TRUST AGREEMENT. Subject to the satisfaction of all of the conditions set forth in Section 8(B) hereof, the Board hereby authorizes and directs the Chair to execute the Series 2024B Supplemental Trust Agreement, and the Secretary to attest the same and to deliver the Series 2024B Supplemental Trust Agreement to the Corporation and the Trustee for their execution. The Series 2024B Supplemental Trust Agreement shall be in substantially the form attached hereto as **Exhibit B**, with such changes, modifications, deletions and additions as may be approved by said Chair, including the final terms and provisions of the Series 2024B Certificates determined in accordance with Section 8(B) hereof. Execution by the Chair of the Series 2024B Supplemental Trust Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 8. DELEGATED NEGOTIATED SALE OF SERIES 2024B AND DESCRIPTION OF THE SERIES 2024B CERTIFICATES.

(A) Subject to the requirements which must be satisfied in accordance with the provisions of Section 8(B) below prior to the issuance of the Series 2024B Certificates, the Board hereby authorizes the issuance of a Series of Certificates to be known as the "Refunding Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2024B

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 Clay County, Florida” for the principal purpose of providing moneys for refunding the Refunded Certificates and paying costs associated with the issuance of the Series 2024B Certificates. The Series 2024B Certificates shall be issued only in accordance with the provisions of the Trust Agreement and all the provisions hereof and of the Trust Agreement shall be applicable thereto.

(B) Subject to full satisfaction of the conditions set forth in this Section 8(B), the Board hereby authorizes a delegated negotiated sale of the Series 2024B Certificates to the Underwriter in accordance with the terms of a Certificate Purchase Contract to be dated the date of sale and to be substantially in the form attached hereto as **Exhibit C**, with such changes, modifications, deletions and additions thereto as shall be approved by the Chair and the Superintendent in accordance with the provisions of this Section 8(B), the execution thereof being deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section 8(B). The Certificate Purchase Contract shall not be executed by the Chair and the Superintendent until such time as all of the following conditions have been satisfied:

(1) Receipt by the Chair and the Superintendent of a written offer to purchase the Series 2024B Certificates by the Underwriter substantially in the form of the Certificate Purchase Contract, said offer to provide for, among other things, (i) the issuance of not exceeding \$17,000,000 aggregate principal amount of Series 2024B Certificates, (ii) an underwriting discount (including management fee and all expenses) not in excess of 0.600% of the par amount of the Series 2024B Certificates, no increase in the present value Basic Rent Payments to be made under the Series 2008 Lease, and (iii) the maturities of the Series 2024B Certificates with the final maturity no later than July 1, 2028.

(2) With respect to any prepayment terms of the Series 2024B Certificates, the Series 2024B Certificates shall have such terms as the Chair and Superintendent, upon the advice of the Financial Advisor, deem appropriate. Alternatively, the Series 2024B Certificates may be issued as non-callable Certificates.

(3) Receipt by the Chair and Superintendent from the Underwriter of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes and substantially in the form an exhibit to the Certificate Purchase Contract.

(4) The Superintendent and Chair shall determine, based upon advice of the Financial Advisor, in consultation with the Underwriter, whether or not to provide for a Municipal Bond Insurance Policy for all, a portion or none of the Series 2024B Certificates.

SECTION 9. ESCROW DEPOSIT AGREEMENT. Subject to the satisfaction of all of the conditions set forth in Section 8(B) hereof, the Board hereby authorizes and directs the Chair and the Secretary to execute the Escrow Deposit Agreement and to deliver it to the Escrow Agent for its execution. The Escrow Deposit Agreement shall be in substantially the form of the Escrow Deposit Agreement attached hereto as **Exhibit D** with such changes, modifications,

deletions and additions, including the date of such Escrow Deposit Agreement, as may be approved by the Chair. Execution by the Chair of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 10. APPROVAL OF SECOND AMENDMENT TO SERIES 2008 GROUND LEASE. Subject to satisfaction of all of the conditions set forth in Section 8(B) hereof, the Board hereby authorizes and directs the Chair and the Secretary to execute the Second Amendment to Series 2008 Ground Lease and to deliver it to the Corporation for its execution, and, if necessary, the execution and recordation of an amendment to the memorandum of lease, substantially in the form attached hereto as **Exhibit E**, with such changes, modifications, deletions and additions as may be approved by the Chair. Execution by the Chair of the Second Amendment to Series 2008 Ground Lease shall be deemed to be conclusive evidence of approval of such changes.

SECTION 11. PRELIMINARY OFFERING STATEMENT. The use and distribution of the Preliminary Offering Statement, substantially in the form attached hereto as **Exhibit F**, by the Underwriter for the purpose of offering the Series 2024B Certificates for sale is hereby authorized and ratified with such changes thereto as authorized representatives of the Board may approve prior to the distribution thereof. The offering for sale of the Series 2024B Certificates may be combined with the offering of the Series 2024A Certificates. The Board hereby authorizes the Superintendent or the Assistant Superintendent for Business Affairs to deem the Preliminary Offering Statement “final” as of its date within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, except for such “permitted omissions” as defined under such Rule. Delivery of a certificate by the Superintendent or the Assistant Superintendent for Business Affairs deeming final the Preliminary Offering Statement shall be deemed to be conclusive evidence of approval of changes to the form of the Preliminary Offering Statement attached hereto.

SECTION 12. OFFERING STATEMENT. The form, terms and provisions of the Offering Statement relating to the Series 2024B Certificates shall be substantially as set forth in the Preliminary Offering Statement. The Chair and the Superintendent are each hereby authorized and directed to execute and deliver said Offering Statement in the name and on behalf of the Board, and thereupon to cause such Offering Statement to be delivered to the Underwriter within seven business days of the date of the Certificate Purchase Contract with such changes, modifications, deletions and additions as may be approved by said Chair. Said Offering Statement, including any such changes, modifications, deletions and additions as approved by the Chair, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2024B Certificates to the public. Execution by the Chair and the Superintendent of the Offering Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 13. APPROVAL OF DISCLOSURE DISSEMINATION AGENT AGREEMENT. The Board hereby authorizes and directs the Chair to execute the Disclosure Dissemination Agent Agreement and to deliver the Disclosure Dissemination Agent Agreement to Digital Assurance Certification, LLC for its execution. The Disclosure Dissemination Agent Agreement shall be in substantially the form attached hereto as **Exhibit G**, with such changes, modifications, deletions and additions as may be approved by said Chair, and may serve as a Disclosure Dissemination Agent Agreement for the Series 2024A Certificates as well. Execution

by the Chair of the Disclosure Dissemination Agent Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 14. APPOINTMENT OF TRUSTEE AND ESCROW AGENT. U.S. Bank Trust Company, National Association, is hereby appointed Escrow Agent in connection with the Series 2012 Certificates and Series 2014 Certificates and reaffirmed and designated as Trustee in connection with the Series 2024B Certificates.

SECTION 15. MUNICIPAL BOND INSURANCE. Upon approval of the Series 2024B Insurer, if any, in accordance with Section 8(B) hereof, the Superintendent, the Chair and the Assistant Superintendent for Business Affairs are each hereby authorized to take such actions (including, without limitation, approval of changes to the documents herein approved) and to execute such commitments, agreements, certificates, instruments and opinions as shall be necessary or desirable to procure the issuance of the Municipal Bond Insurance Policy by the Series 2024B Insurer and to reflect the terms thereof in the Series 2024B Supplemental Trust Agreement and Second Amended and Restated Lease Schedule No. 2008.

SECTION 16. GENERAL AUTHORITY. Subject to the satisfaction of all of the requirements of Section 8(B) hereof, the members of the Board, the Superintendent, the Assistant Superintendent for Business Affairs, the School Board Attorney, Special Counsel and the Financial Advisor are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements of this Resolution, the Series 2008 Lease, the Trust Agreement, and the Escrow Deposit Agreement for the full punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and further, each is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The foregoing officers are authorized to change the dated date of the documents authorized herein or to change the designation of the Series 2024B Certificates, if necessary or desirable, for accomplishing the acts herein authorized.

SECTION 17. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 18. PUBLIC MEETINGS. It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the Board, and that all deliberations of the Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 19. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

ADOPTED at a Regular Meeting this 4th day of April, 2024.

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By: _____
Ashley Hutchings Gilhousen, Chair

ATTEST:

David S. Broskie
Superintendent of Schools
and Ex-Officio Secretary
to the School Board

EXHIBIT A

FORM OF SECOND AMENDED AND RESTATED LEASE SCHEDULE NO. 2008

SECOND AMENDED AND RESTATED LEASE SCHEDULE NO. 2008

Schedule No. 2008
to the
Master Lease-Purchase Agreement,
dated as of May 15, 1997,
between
Clay School Board Leasing Corporation
(the "Corporation")
and
The School Board of Clay County, Florida (the "Board")

THIS SECOND AMENDED AND RESTATED LEASE SCHEDULE NO. 2008 (the "Lease Schedule") is hereby entered into under and pursuant to that certain Master Lease-Purchase Agreement, dated as of May 15, 1997 (the "Lease Agreement"), 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 2008 Project as herein described. All defined terms not otherwise defined herein shall have the respective meanings therefor set forth in the Lease Agreement. Reference to "Lease Agreement" herein shall include the terms of this Lease Schedule.

1. Series 2008 Project. The leased property, which is described in Section 6 of this Lease Schedule (the "Series 2008 Project"), and has a Maximum Cost of \$11,165,000.00 plus investment earnings on amounts deposited in the Series 2008 Project Account, shall be acquired, constructed and installed, 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 2008 Project is July 31, 2008.
- (b) The Maximum Lease Term shall commence on the Commencement Date hereof and terminate on June 30, 2028.
- (c) The Estimated Completion Date is August 31, 2010.

3. Certificates of Participation.

(a) The Certificates of Participation issued under the Trust Agreement and related to this Lease Schedule are identified as "Refunding Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2024B Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Clay County, Florida" (the "Series 2024B Certificates").

(b) The Reserve Requirement for the Series 2024B Subaccount established in the Reserve Account under the Trust Agreement shall be \$0.00.

(c) The Optional Prepayment Date shall be July 1, 20[____].

4. Basic Rent. The Basic Rent payable by the Board to the Corporation with respect to the Series 2008 Project and the Series 2024B Certificates under the Lease Agreement is described in Schedule A attached hereto.

5. Use of Series 2024B Certificate Proceeds. A portion of the proceeds of the Series 2024B Certificates shall be disbursed as follows:

Deposit to Escrow Deposit Fund established for Series 2012 Certificates	\$[_____]
Deposit to Escrow Deposit Fund established for Series 2014 Certificates	\$[_____]
Applied to prepayment of Series 2017 Certificates	\$[_____]
Deposit to Series 2024B Subaccount of Costs of Issuance Account established for Series 2024B Certificates*	\$[_____]

*In addition, \$[_____] is being wired directly to [INSURER] at closing and is not deposited in the account.

6. The Series 2008 Project. The Project Description, Project Budget and Project Schedule for the Series 2008 Project are attached hereto as Schedule B.

7. Designated Equipment. The Designated Equipment for the Series 2008 Project is attached hereto as part of Schedule B.

8. The Land. A description of the Land, including any Ground Leases, is attached as Schedule C attached hereto.

9. Title Insurance. For purposes of Section 6.03(c) of the Trust Agreement, the amount of title insurance applicable to the Series 2008 Project shall be \$0.00.

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. 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 simultaneously assigned to the Trustee pursuant to the Assignment of Lease Agreement, dated May 15, 1997[, as supplemented by the Sixth Supplemental Assignment of Lease Agreement, dated as of April 1, 2024, both] from the Corporation to the Trustee.

12. Other Permitted Encumbrances. All encumbrances of record as of July 31, 2008.

13. Supplemental Provisions Required by [INSURER].

14. Notices. Copies of all notices required to be given to a Credit Enhancer pursuant to the Lease Agreement shall be given to [] at the following address:

[]
[]
[]

Attention: []
Re: Policy No. []
Telephone: []
Email: []

15. Supplemental Provisions Required by []. For purposes of this Lease Schedule, the following provisions shall apply:

[TO BE DETERMINED]

16. Amendment to Section 5.06 of Lease Agreement. Notwithstanding Section 5.06 of the Lease Agreement, with respect to the Series 2008 Project and the Series 2024B Certificates, neither copies of insurance required by the Lease Agreement, nor evidence of the payment of the premiums therefor, shall be provided to the Trustee.

17. Amendment to Section 5.07(c) of Lease Agreement. Section 5.07(c) of the Lease Agreement is amended, in the case of the Series 2008 Project, to provide:

“The Series 2024B Certificates are not subject to extraordinary prepayment prior to maturity from Net Proceeds related to the Series 2008 Project. If the pro rata portion of the Net Proceeds related to the Series 2008 Project, allocable to the Series 2024B Certificates is not greater than the amount of the Lease Payments represented by the Series 2024B Certificates coming due in the immediately following fiscal year under the Series 2008 Lease then such amounts shall be used first, to pay the Interest Component of the Series 2024B Certificates for the next two interest Payment Dates and then to pay the Principal Component next coming due. In the event such Net Proceeds are greater than the amount of the Lease Payments represented by the Series 2024B Certificates coming due under the Series 2008 Lease in the immediately following fiscal year, at the option of the Board, the Board shall apply the portion of the Net Proceeds of such insurance or condemnation award allocable to the Series 2024B Certificates to (i) the acquisition, construction and installation of other Land and/or Buildings to be used for education purposes that will be subject to the Series 2008 Lease or (ii) upon receipt of an approving opinion of Special Counsel, to the Series 2024B Subaccount of the Interest Account, or Series 2024B Subaccount of the Principal Account, as applicable, to be credited against the payments next due to such accounts or subaccounts.

IN WITNESS WHEREOF, each of the parties hereto have caused this Lease Schedule No. 2008 to be executed by their proper corporate officers, all as of the 1st day of May, 2024

CLAY SCHOOL BOARD LEASING CORPORATION, as Lessor

By: _____
Ashley Hutchings Gilhousen
President

ATTEST:

By: _____
David S. Broskie
Secretary

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, as Lessor

By: _____
Ashley Hutchings Gilhousen
Chair

ATTEST:

By: _____
David S. Broskie
Secretary

SCHEDULE A

SEMIANNUAL BASIC RENT SCHEDULE

Basic Rent Represented By Series 2024B Certificates

<u>Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Payments</u>
6/15/2024			
12/15/2024			
6/15/2025			
12/15/2025			
6/15/2026			
12/15/2026			
6/15/2027			
12/15/2027			
6/15/2028			

SCHEDULE B

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

PROJECT DESCRIPTION AND SCHEDULE

OakLeaf High School

The Series 2008 Project consists of the acquisition, construction and equipping of a portion of new OakLeaf High School, consisting of the first floor of the main school building.

ESTIMATED PROJECT BUDGET

Construction Contract (Core) \$11,100,000.00

DESIGNATED EQUIPMENT

None

SCHEDULE C

DESCRIPTION OF THE LAND

[Add the PDF Legal Description from the original 2008 Lease]

A portion of Sections 6, 7 and 8, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the centerline of Oakleaf Plantation Parkway, a variable width right of way, as recorded in Plat Book 44, pages 23 through 32 of the Public Records of said county, with the Westerly prolongation of the centerline of Plantation Oaks Boulevard, a 100 foot right of way, as shown on Plantation Oaks Boulevard West as recorded in Plat Book 44, pages 18 through 22 of said Public Records; thence South $84^{\circ}07'11''$ East, along said Westerly prolongation, 302.84 feet to a point lying on the Westerly terminus of said Plantation Oaks Boulevard; thence South $05^{\circ}52'49''$ West, along said Westerly terminus, 50.00 feet to a point lying on the Southerly right of way line of said Plantation Oaks Boulevard; thence Easterly and Northeasterly along said Southerly right of way line the following 4 courses: Course 1, thence South $84^{\circ}07'11''$ East, departing said Westerly terminus, 45.67 feet to the point of curvature of a curve concave Northerly, having a radius of 2050.00 feet; Course 2, thence Easterly, along the arc of said curve, through a central angle of $17^{\circ}32'27''$, an arc length of 627.60 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $87^{\circ}06'36''$ East, 625.15 feet; Course 3, thence North $78^{\circ}20'22''$ East, 444.89 feet to the point of curvature of a curve concave Southerly, having a radius of 2500.00 feet; Course 4, thence Easterly, along the arc of said curve, through a central angle of $35^{\circ}39'38''$, an arc length of 1555.99 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South $83^{\circ}49'49''$ East, 1530.99 feet.

From said Point of Beginning, thence Southeasterly, continuing along said Southerly right of way line of Plantation Oaks Boulevard, and along the arc of a curve concave Southwesterly, having a radius of 2500.00 feet, through a central angle of $27^{\circ}47'09''$, an arc length of 1212.39 feet to a point on said curve, said point also lying on the Westerly terminus of Plantation Oaks Boulevard, a variable width right of way as shown on Florida Department of Transportation Right of Way Map Section 71293 – 2501, said arc being subtended by a chord bearing and distance of South $52^{\circ}06'25''$ East, 1200.54 feet; thence along the Southerly right of way line of said Plantation Oaks Boulevard the following 5 courses: Course 1, thence South $51^{\circ}48'45''$ West, 10.00 feet to a point on a curve concave Southwesterly, having a radius of 2490.00 feet; Course 2, thence Southeasterly, along the arc of said curve, through a central angle of $06^{\circ}22'36''$, an arc length of 277.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $34^{\circ}59'57''$ East, 276.97 feet; Course 3, thence South $31^{\circ}48'39''$ East, 298.28 feet to the point of curvature of a curve concave Northeasterly, having a radius of 960.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of $16^{\circ}35'11''$, an arc length of 277.91 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $40^{\circ}06'15''$ East, 276.94 feet; Course 5, thence Southeasterly, along the arc of a curve concave Northeasterly, having a radius of 1320.00 feet, through a central angle of $01^{\circ}42'46''$, an arc length of 39.46 feet to a point on said curve, said point also lying on the Westerly terminus of the limited access right of way line of said Plantation Oaks Boulevard, a variable width right of way as shown on said Florida Department of Transportation Right of Way Map Section 71293 – 2501, said arc being subtended by a chord bearing and distance of South $49^{\circ}15'13''$ East, 39.46 feet; thence Southeasterly, along the Southerly limited access right of way line of said Plantation Oaks Boulevard, and along the arc of said curve concave Northeasterly, having a radius of 1320.00 feet, through a central angle of $31^{\circ}29'18''$, an arc length of 725.44 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $65^{\circ}51'15''$ East, 716.34 feet; thence Easterly, continuing along said Southerly limited access right of way line, and along the arc of a curve concave Northerly, having a radius of 1456.50 feet, through a central angle of $11^{\circ}10'04''$, an arc length of 283.89 feet to a point on said curve, said point also lying on the Westerly limited access right of way line of Branan Field/Chaffee Road, a variable width limited access right of way as shown on said Florida Department of Transportation Right of Way Map Section 71293 – 2501, said arc being subtended by a chord bearing and distance of

South 87°10'56" East, 283.44 feet; thence departing said Southerly limited access right of way line and along said Westerly limited access right of way line the following 3 courses: Course 1, thence South 00°10'01" East, 1178.24 feet; Course 2, thence South 89°49'59" West, 21.05 feet; Course 3, thence South 00°10'01" East, 1111.84 feet; thence Due West, departing said Westerly limited access right of way line, 62.57 feet; thence Due North, 80.34 feet; thence South 62° 58' 12" West, 18.14 feet; thence North 84° 18' 13" West, 49.93 feet; thence North 33° 25' 25" West, 162.41 feet; thence North 76° 03' 50" West, 579.03 feet; thence North 32° 33' 37" West, 431.15 feet; thence North 01° 51' 36" West, 511.46 feet; thence North 26° 12' 33" West, 740.14 feet; thence South 79° 06' 53" West, 338.33 feet; thence North 59° 12' 39" West, 549.55 feet; thence North 19° 01' 45" West, 976.67 feet; thence North 58° 04' 45" West, 674.28 feet; thence South 77° 02' 09" West, 82.50 feet; thence North 33° 22' 23" West, 62.11 feet; thence North 35° 28' 49" East, 403.63 feet; thence North 68° 59' 04" East, 240.22 feet; thence South 77° 11' 55" East, 275.36 feet; thence North 20° 49' 22" West, 134.14 feet; thence North 64° 03' 42" East, 41.28 feet; thence South 69° 42' 01" East, 63.07 feet; thence North 40° 13' 06" East, 141.53 feet; thence North 70° 33' 47" West, 102.89 feet; thence North 24° 00' 00" East, 21.46 feet to the Point of Beginning.

LESS AND EXCEPT THE WEST 40 ACRES THEREOF.

Provided, however, that upon completion of the school facilities to be constructed on such land, the parties agree to amend the legal description hereof to include only the boundaries of the main school building to be constructed hereon, provided that the Lessee shall retain an easement across any of the above-described property for access to the first floor of said main school building.

SCHEDULE D

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

1. Resolution of the School Board.
2. Certificate of School Board.
3. Ground Lease Agreement.
4. Series 2008 Supplemental Trust Agreement.
5. Memorandum of Lease and Notice of Option with respect to Series 2008 Project.
6. Memorandum of Ground Lease with respect to Series 2008 Project.

EXHIBIT B

FORM OF SERIES 2024B SUPPLEMENTAL TRUST AGREEMENT

SERIES 2024B SUPPLEMENTAL TRUST AGREEMENT

by and among

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

and

**CLAY SCHOOL BOARD LEASING CORPORATION,
as Lessor**

and

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
as Lessee**

Dated May 1, 2024

Relating to

Refunding Certificates of Participation

(The School Board of Clay County, Florida Master Lease Program), Series 2024B

Evidencing an Undivided Proportionate Interest of the Owners thereof in

Basic Rent Payments to be Made under a Master Lease-Purchase Agreement

by The School Board of Clay County, Florida

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SERIES 2024B SUPPLEMENTAL TRUST AGREEMENT

THIS SERIES 2024B SUPPLEMENTAL TRUST AGREEMENT (the “Series 2024B Supplemental Trust Agreement”), dated as of May 1, 2024, supplementing the Master Trust Agreement, dated as of May 15, 1997, as amended as of May [___], 2024 (as amended and supplemented, the “Master Trust Agreement”), is by and among **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (successor in interest to U.S. Bank National Association and First Union National Bank of Florida), a national banking association (the “Trustee”), the **CLAY SCHOOL BOARD LEASING CORPORATION**, a not-for-profit corporation duly organized and existing under the laws of the State of Florida (the “Corporation”), and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, acting as the governing body of the Clay County School District (the “Board”).

W I T N E S S E T H:

WHEREAS, the Board has heretofore deemed it in its best interests to lease-purchase certain real and/or personal property from time to time and has entered into a Master Lease-Purchase Agreement, dated as of May 15, 1997, as amended as of May [___], 2024 (as amended and supplemented, the “Lease Agreement”), between the Corporation, as lessor, and the Board, as lessee; and

WHEREAS, pursuant to the Lease Agreement, the Board may from time to time, by execution of a Lease Schedule to the Lease Agreement (a “Lease Schedule”), direct the Corporation to acquire, construct and lease-purchase to the Board the items of property described in such Lease Schedule (which items of property are collectively referred to herein as the “Projects”); and

WHEREAS, provision for the payment of the cost of acquiring, constructing and installing each Project is and will be made by the issuance and sale from time to time of Series (as defined in the Trust Agreement) of Certificates of Participation issued under the Trust Agreement (the “Certificates”), which are and shall be secured by and be payable from the right of the Corporation to receive Basic Rent Payments (as defined in the Trust Agreement) made by the Board pursuant to the Lease Agreement and related Lease Schedule; and

WHEREAS, at the direction of the Corporation, the Trustee has agreed to deliver a Series of Certificates pursuant to and upon receipt of a Request and Authorization (as defined in the Trust Agreement) from the Corporation and the Board and the terms of this Series 2024B Supplemental Trust Agreement; and

WHEREAS, the Corporation has assigned by absolute outright assignment to the Trustee all of its right, title and interest in and to the Lease Agreement and the Lease Payments (as defined in the Trust Agreement), other than its rights of indemnification, its obligations pursuant to Section 6.03 of the Lease Agreement and its right to enter into Lease Schedules from time to time, pursuant to the Assignment of Lease Agreement, dated as of May 15, 1997, as supplemented from time to time (collectively, the “Assignment of Lease Agreement”), between the Corporation and the Trustee; and

WHEREAS, in order to finance a portion of the Series 1997 Project, the Trustee issued \$13,680,000 aggregate principal amount of Certificates of Participation, Series 1997 (the “**Series 1997 Certificates**”) pursuant to the Master Trust Agreement, as supplemented by a Series 1997 Supplemental Trust Agreement dated as of May 15, 1997; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced a portion of its obligations under the Series 1997 Lease, by amending and restating Lease Schedule No. 1997 and issuing Certificates of Participation, Series 2004 (the “**Series 2004 Certificates**”) in an aggregate principal amount of \$9,900,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2004 Supplemental Trust Agreement dated as of March 1, 2004; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced an additional portion of its obligations under the Series 1997 Lease, by further amending and restating Lease Schedule No. 1997, refunding the Series 2004 Certificates and issuing Certificates of Participation, Series 2014 (the “**Series 2014 Certificates**”) in an aggregate principal amount of \$17,540,000, a portion of which was allocable to the refunding of the Series 2004 Certificates and the Certificates of Participation, Series 2005A (the “**Series 2005A Certificates**”) and in connection therewith restructured its obligations under the Series 1997 Lease and the Series 2005 Lease; and

WHEREAS, in order to finance a portion of the Series 2000 Project, the Trustee issued \$24,980,000 aggregate principal amount of Certificates of Participation, Series 2000 (the “**Series 2000 Certificates**”) pursuant to the Master Trust Agreement, as supplemented by a Series 2000 Supplemental Trust Agreement dated as of March 1, 2000; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced a portion of its obligations under the Series 2000 Lease, by amending and restating Lease Schedule No. 2000 and issuing Certificates of Participation, Series 2005B (the “**Series 2005B Certificates**”) in an aggregate principal amount of \$18,545,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2005B Supplemental Trust Agreement dated as of September 1, 2005,

WHEREAS, as a result of a decline in interest rates, the Board refinanced an additional portion of its obligations under the Series 2000 Lease, by further amending and restating Lease Schedule No. 2000, refunding the Series 2005B Certificates and issuing Certificates of Participation, Series 2017 (the “**Series 2017 Certificates**”) in an aggregate principal amount of \$17,540,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2017 Supplemental Trust Agreement dated August 17, 2017; and

WHEREAS, in order to finance a portion of the Series 2003 Project, the Trustee issued \$15,495,000 aggregate principal amount of Certificates of Participation, Series 2003 (the “**Series 2003 Certificates**”) pursuant to the Master Trust Agreement, as supplemented by the Series 2003 Supplemental Trust Agreement dated as of July 1, 2003; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced a portion of its obligations under the Series 2003 Lease and the Series 2008 Lease (hereinafter defined), by amending and restating Lease Schedule No. 2003 and Lease Schedule No. 2008 and issuing Certificates of Participation, Series 2012 (the “**Series 2012 Certificates**”) in an aggregate principal amount of \$18,545,000 pursuant to the Master Trust Agreement, as supplemented by a Series 2012

Supplemental Trust Agreement dated as of June 1, 2012, a portion of which was allocable to the refunding of the Series 2003 Certificates and the Certificates of Participation, Series 2008; and

WHEREAS, in order to finance a portion of the Series 2005A Project, the Trustee issued \$16,430,000 aggregate principal amount of Certificates of Participation, Series 2005A (the “Series 2005A Certificates”) pursuant to the Master Trust Agreement, as supplemented by a Series 2005A Supplemental Trust Agreement dated as of September 1, 2005; and

WHEREAS, as a result of a decline in interest rates, the Board refinanced a portion of its obligations under the Series 2005 Lease, by amending and restating Lease Schedule No. 2005 and issuing the Series 2014 Certificates; and

WHEREAS, the Corporation assigned substantially all of its interest in the Original Ground Lease Agreements and the Original Lease Agreements to the Trustee pursuant to assignment agreements; and

WHEREAS, all payments due under the Series 1997 Lease have been made by the Board and such lease has been terminated; and;

WHEREAS, in order to take advantage of a restructuring opportunity, the Board has determined that it is in the best interest of the District to refinance a portion of its obligations under each of the Original Lease Agreements and refund all of the outstanding Series 2012 Certificates, currently outstanding in the principal amount of \$10,420,000 (the “Refunded Series 2012 Certificates”), refund all of the outstanding Series 2014 Certificates, currently outstanding in the principal amount of \$9,912,000 (the “Refunded Series 2014 Certificates”), and refund all of the outstanding Series 2017 Certificates, currently outstanding in the amount of \$712,000 (the “Refunded Series 2017 Certificates”) through the termination of the Original Lease Agreements, and the issuance, pursuant to a Series 2024B Supplemental Trust Agreement, of refunding Certificates of Participation, Series 2024B, in the aggregate principal amount of not to exceed \$17,000,000, representing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the Board pursuant to the Series 2024B Certificates allocable to the Series 2008 Lease; and

WHEREAS, a portion of the proceeds of the Series 2024B Certificates, together with other legally available moneys, will be deposited with U.S. Bank Trust Company, National Association, acting as escrow agent under an Escrow Deposit Agreement (Series 2012 and Series 2014 Certificates) (the “Escrow Deposit Agreement”) dated as of [Closing Date], 2024, between the Board and the Escrow Agent, and used to pay the scheduled principal of and interest on and to prepay and redeem the Refunded Certificates on [August 28], 2024 at a price of 100% of the principal amount thereof plus accrued interest thereon, and premium if any; and

WHEREAS, the Board will continue to ground lease certain real property and improvements thereon, currently comprised of Oakleaf High School (the “Series 2008 Project”) to the Corporation pursuant to a Second Amendment to Ground Lease Agreement dated the date hereof (the “Series 2008 Ground Lease”); and

WHEREAS, pursuant to the provisions of Sections 4.06(d) of the Master Lease and Section 4.13 of the Master Trust Agreement, the Corporation and the Board may direct the Trustee to issue refunding Certificates; and

WHEREAS, the final maturity of the Series 2012 Certificates is July 1, 2028, the final maturity of the Series 2014 Certificates is July 1, 2027 and the final maturity of the Series 2017 Certificates is May 1, 2025 (together, the “Refunded Certificates”); and

WHEREAS, the Board and the Corporation have entered into Second Amended and Restated Lease Schedule No. 2008 dated the date hereof, for the lease-purchase of the Series 2008 Project, in order to, among other things, amend the schedule of Basic Rent to reflect the refinancing of the Refunded Certificates; and

WHEREAS, the Trustee has received a Request and Authorization from the Corporation and the Board relating to the issuance of \$[PAR] aggregate principal amount of “Refunding Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2024B Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Clay County, Florida” (the “Series 2024B Certificates”); and

WHEREAS, the proceeds of the Series 2024B Certificates shall be used pursuant to the Trust Agreement, as supplemented hereby, to refund and defease the Refunded Certificates, as well as pay costs of issuance associated with the Series 2024B Certificates; and

WHEREAS, the Series 2024B Certificates shall be secured in the manner provided in the Trust Agreement and shall have the terms and provisions contained in this Series 2024B Supplemental Trust Agreement; and

WHEREAS, all things necessary to make the Series 2024B Certificates, when authenticated by the Trustee and issued as provided herein and in the Trust Agreement, the valid, binding and legal obligations according to the terms thereof, have been done and performed, and the creation, execution and delivery of this Series 2024B Supplemental Trust Agreement, and the creation, execution and issuance of the Series 2024B Certificates subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS SERIES 2024B SUPPLEMENTAL TRUST AGREEMENT WITNESSETH:

ARTICLE I

DEFINITIONS

SECTION 101. DEFINITIONS. Words and terms which are defined in the Trust Agreement, shall have the same meanings ascribed to them when used herein, unless the context or use indicates a different meaning or intent. In addition to the words and terms elsewhere defined in this Series 2024B Supplemental Trust Agreement, the following words and terms as used in this

Series 2024B Supplemental Trust Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

["_____” or **“Insurer”** or **“Credit Enhancer”** means _____ or any successor thereto or assignee thereof, as the issuer of the Municipal Bond Insurance Policy, or any successor thereto.]

“Continuing Disclosure Certificate” means the Board’s Disclosure Dissemination Agent Agreement, dated as of May [___], 2024.

“Escrow Deposit Agreement” means the Escrow Deposit Agreement (Series 2012 and Series 2014 Certificates) of even date herewith between the Board and U.S. Bank Trust Company, National Association.

“Insured Series 2024B Certificates” means the Series 2024B Certificates maturing on July 1 in the years 20__ through 20__, inclusive.]

“Lease Schedule No. 2008” means Second Amended and Restated Lease Schedule No. 2008, dated as of May 1, 2024, relating to the Series 2008 Project, which shall be part of the Lease Agreement.

“Municipal Bond Insurance Policy” or **“Policy”** means the municipal bond insurance policy issued by the Insurer that guarantees the scheduled payment of the Principal Component and Interest Component represented by the Insured Series 2024B Certificates, when due.]

“Original Ground Lease Agreements” means collectively, the Series 2000 Ground Lease, the Series 2003 Ground Lease, the Series 2005A Ground Lease and the Series 2008 Ground Lease.

“Original Lease Agreements” means collectively, the Series 2000 Lease, the Series 2003 Lease, the Series 2005 Lease and the Series 2008 Lease.

“Payment Date” shall mean January 1 and July 1 of each year, commencing January 1, 2025.

“Related Documents” means the Trust Agreement, the Lease Agreement, the Series 2008 Ground Lease, and the Escrow Deposit Agreement, as all such documents are amended and supplemented.

“Series 2000 Ground Lease” means the Ground Lease Agreement, dated as of March 1, 2000, between the Board and the Corporation.

“Series 2000 Lease” means the Master Lease, as amended and supplemented by Lease Schedule No. 2000.

“Series 2000 Project” means the Series 2000 Project as described in the Series 2000 Lease.

“Series 2003 Ground Lease” means the Ground Lease Agreement, dated as of July 1, 2003, between the Board and the Corporation.

“Series 2003 Lease” means the Master Lease, as amended and supplemented by Lease Schedule No. 2003.

“Series 2003 Project” means the Series 2003 Project as described in the Series 2003 Lease.

“Series 2005 Ground Lease” means the Ground Lease Agreement, dated as of September 1, 2005, between the Board and the Corporation.

“Series 2005 Lease” means the Master Lease, as amended and supplemented by Amended and Restated Lease Schedule No. 2005.

“Series 2005A Project” means the Series 2005A Project as described in the Series 2005 Lease.

“Series 2008 Lease” means the Master Lease, as amended and supplemented by the Second Amended and Restated Lease Schedule No. 2008.

“Series 2008 Project” means the Series 2008 Project as described in Lease Schedule No. 2008.

“Series 2024B Account of the Prepayment Fund” means the account established in the Prepayment Fund established pursuant to Section 6.02 of the Trust Agreement and Section 401 hereof.

“Series 2024B Certificates” means the \$[PAR] Refunding Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2024B 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 Clay County, Florida authorized to be issued under Section 4.01 of the Trust Agreement and Section 201 hereof.

“Series 2024B Pledged Accounts” means the Series 2024B Subaccount of the Costs of Issuance Account, the Series 2024B Subaccount of the Interest Account, the Series 2024B Subaccount of the Principal Account, and the Series 2024B Account of the Prepayment Fund, each established hereby.

“Series 2024B Subaccount of the Costs of Issuance Account” means the subaccount established in the Costs of Issuance Account pursuant to Section 6.02 of the Trust Agreement and Section 401 hereof.

“Series 2024B Subaccount of the Interest Account” means the subaccount established in the Interest Account pursuant to Section 6.02 of the Trust Agreement and Section 401 hereof.

“**Series 2024B Subaccount of the Principal Account**” means the subaccount established in the Principal Account pursuant to Section 6.02 of the Trust Agreement and Section 401 hereof.

“**Series 2024B Supplemental Trust Agreement**” means this instrument, as amended and supplemented.

“**Trustee**” means U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association and First Union National Bank of Florida and any successor thereto.

“**Underwriter**” means the underwriter named in the Certificate Purchase Contract between such underwriter, the Corporation and the Board executed in connection with the sale of the Series 2024B Certificates.

ARTICLE II

THE SERIES 2024B CERTIFICATES

SECTION 201. AUTHORIZATION OF SERIES 2024B CERTIFICATES.

(a) There is hereby created a Series of Certificates to be issued under the Trust Agreement to be known as “Refunding Certificates of Participation (The School Board of Clay County, Florida Master Lease Program), Series 2024B Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Clay County, Florida.” The principal amount of Series 2024B Certificates which may be issued is hereby expressly limited to \$[PAR]. The Series 2024B Certificates shall be issued for the purposes of (a) purposes of refunding and defeasing the Series 2012 Certificates, the Series 2014 Certificates and the Series 2017 Certificates and (b) paying Costs of Issuance of the Series 2024B Certificates. The Series 2024B Certificates shall bear interest from their dated date and shall be issuable as fully registered certificates without coupons in denominations of \$5,000 and integral multiples thereof. The Series 2024B Certificates shall be lettered and numbered R-1 and upward.

(b) Except as otherwise provided in the Trust Agreement, each Series 2024B Certificate shall be dated as of the date of delivery and shall bear interest from the date of delivery. Interest on the Series 2024B Certificates shall be payable on each Payment Date, commencing January 1, 2025. The Series 2024B Certificates shall be payable in the manner provided in the Trust Agreement.

(c) The Series 2024B Certificates shall be issued in the denomination, reflecting such rate of interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) and shall mature on July 1 of the year and in the principal amount set forth in the following schedule:

<u>Year</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2024	\$	%
2025		
2026		

2027

2028

(d) The Series 2024B Certificates shall be Serial Certificates. The Series 2024B Certificates shall be in the form set forth in Exhibit B to the Trust Agreement.

SECTION 202. ISSUANCE OF SERIES 2024B CERTIFICATES. The Series 2024B Certificates shall be issued upon delivery to the Trustee of the documents referred to in Section 4.02(a) of the Trust Agreement and the payment of the purchase price therefor.

SECTION 203. LETTER OF INSTRUCTIONS. In lieu of a separate Letter of Instructions relating to the Series 2024B Certificates as described in Section 6.12 of the Trust Agreement, the Corporation and the Board agree to abide by the provisions of the Arbitrage and Tax Certificate executed in connection with the issuance of the Series 2024B Certificates.

SECTION 204. FULL BOOK-ENTRY. Notwithstanding the provisions set forth in Section 201 hereof or Section 4.06 of the Trust Agreement, the Series 2024B Certificates shall be initially issued in the form of a separate single certificated fully registered Series 2024B Certificate for each of the maturities of the Series 2024B Certificates. Upon initial issuance, the ownership of each such Series 2024B Certificate shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Except as provided in this Section, all of the outstanding Series 2024B Certificates shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC. As long as the Series 2024B Certificates shall be registered in the name of Cede & Co., all payments of interest on the Series 2024B Certificates shall be made by the Trustee by check or draft or by wire transfer to Cede & Co., as owner of the Series 2024B Certificates.

With respect to Series 2024B Certificates registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Board, the Corporation and the Trustee shall have no responsibility or obligation to any participant in the DTC book-entry program or to any indirect participant (collectively, a “Participant”). Without limiting the immediately preceding sentence, the Board, the Corporation and the Trustee shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Series 2024B Certificates, (B) the delivery to any Participant or any other Person other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any notice with respect to the Series 2024B Certificates, including any notice of prepayment, or (C) the payment to any Participant or any other Person, other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any amount with respect to principal of, premium, if any, or interest on the Series 2024B Certificates. The Board, the Corporation and the Trustee may treat and consider the Person in whose name each Series 2024B Certificate is registered in the registration books kept by the Trustee as the absolute owner of such Series 2024B Certificate for the purpose of payment of principal of, premium, if any, and interest with respect to such Series 2024B Certificate, for providing notices with respect to such Series 2024B Certificate, for the purpose of registering transfers with respect to such Series 2024B Certificate, for the purpose of providing notices of prepayment, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Series 2024B Certificates only to or upon the order of the respective owners, as shown in the registration

books kept by the Trustee, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024B Certificates to the extent of the sum or sums so paid. No Person other than an owner, as shown in the registration books kept by the Trustee, shall receive a certificated Series 2024B Certificate evidencing the obligation of the Board to make payments of principal of, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Board of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Trust Agreement with respect to transfers during certain time periods, the words "Cede & Co." herein shall refer to such new nominee of DTC; and upon receipt of such notice, the Board shall promptly deliver a copy of the same to the Trustee.

Upon (A) receipt by the Board of written notice from DTC (i) to the effect that a continuation of the requirement that all of the outstanding Series 2024B Certificates be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2024B Certificates or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Board, in its sole discretion, that such book-entry only system is burdensome to the Board, the Series 2024B Certificates shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names owners shall designate, in accordance with the provisions hereof. In such event, the Board shall issue and the Trustee shall authenticate, transfer and exchange Series 2024B Certificates of like principal amount and maturity, in denominations of \$5,000 or any integral multiple thereof to the owners thereof in accordance with the provisions of the Trust Agreement. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Issuer Letter of Representations to be executed by the Board and delivered to DTC shall apply to the payment of principal of and interest on the Series 2024B Certificates.

ARTICLE III

APPLICATION OF SERIES 2024B CERTIFICATE PROCEEDS

SECTION 301. APPLICATION OF SERIES 2024B CERTIFICATE PROCEEDS. The proceeds of the Series 2024B Certificates (net of Underwriter's discount of \$ _____ [and Municipal Bond Insurance Policy premium of \$ _____]) shall be applied by the Trustee as follows:

- (a) Deposit of \$[_____] to the credit of the Series 2024B Subaccount of the Costs of Issuance Account, an amount equal to the Costs of Issuance of the Series 2024B Certificates; and
- (b) Deposit of \$[_____] to the credit of the Series 2012 Escrow Deposit Fund \$[_____] to the credit of the Series 2014 Escrow Deposit Fund created pursuant to the Escrow Deposit Agreement.

(c) \$[] shall be deposited in the Series 2017 Account of the Prepayment Fund and applied to retire the Series 2017 Certificates pursuant to the Series 2017 Supplemental Trust Agreement.

All moneys on deposit in the Subaccounts described in this Section shall be applied in accordance with Section 401 hereof and shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement. On August 1, 2024, the Trustee shall transfer any remaining balance in the Series 2024B Subaccount of the Costs of Issuance Account to the Series 2008 Principal Account and shall then close the Series 2024B Subaccount of the Costs of Issuance Account.

ARTICLE IV

ESTABLISHMENT OF SERIES 2024B PLEDGED ACCOUNTS

SECTION 401. ESTABLISHMENT OF SERIES 2024B PLEDGED ACCOUNTS. In accordance with Section 6.02(b) of the Trust Agreement, there is hereby established with the Trustee, solely for the benefit of the Owners of the Series 2024B Certificates, the following accounts and subaccounts:

- (a) The “Series 2024B Subaccount of the Costs of Issuance Account.”
- (b) The “Series 2024B Subaccount of the Interest Account.”
- (c) The “Series 2024B Subaccount of the Principal Account.”
- (d) The “Series 2024B Account of the Prepayment Fund.”

The moneys on deposit in the accounts and subaccounts described in this Section shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement. The moneys in the Series 2024B Pledged Accounts shall be invested in accordance with Section 6.10(a) of the Trust Agreement solely in Permitted Investments.

SECTION 402. SECURITY FOR SERIES 2024B CERTIFICATES. The Series 2024B Certificates shall be secured in the manner provided in the Trust Agreement and shall receive all the benefits of the Trust Estate created thereunder; provided, such portion of the Trust Estate which is derived from the sale, re-letting or other disposition of the Series 2008 Project, and any cash, securities and investments in the Series 2008 Pledged Accounts, shall be utilized solely for the benefit of the Owners of the Series 2024B Certificates. The Owners of the Series 2024B Certificates shall have no claim against, nor receive any benefits from, any portion of the Trust Estate derived from the sale, re-letting or other disposition of Projects, other than the Series 2008 Project, or any cash, securities and investments in the Pledged Accounts, other than the Series 2008 Pledged Accounts.

SECTION 403. PERMITTED INVESTMENTS. In addition to the “Permitted Investments” as defined in the Trust Agreement, with respect to the Series 2024B Pledged Accounts, “Permitted Investments” shall include U.S. dollar denominated deposit accounts and certificates of deposits issued by any bank, bank and trust company, or national banking

association (including the Trustee and its affiliates), which such deposits are either (i) insured by the Federal Deposit Insurance Corporation or a similar governmental agency, or (ii) with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase (Ratings on holding companies are not considered as the rating of the bank.)

The Board and the Corporation acknowledge that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Board and the Corporation the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Board and the Corporation specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Board and the Corporation periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

SECTION 404. [CREDIT ENHANCEMENT.] The Insured Series 2024B Certificates shall be further secured by a Municipal Bond Insurance Policy issued by [____], which shall be the Credit Enhancer and Insurer for the Insured Series 2024B Certificates. [____] shall have the rights provided for such Credit Enhancer under the terms of the Trust Agreement and under the terms hereof.

ARTICLE V

PREPAYMENT OF SERIES 2024B CERTIFICATES

SECTION 501. PREPAYMENT DATES AND PRICES OF SERIES 2024B CERTIFICATES. The Series 2024B Certificates are subject to prepayment only as provided in this Section.

(a) [The Series 2024B Certificates are not subject to prepayment prior to maturity] [The Series 2024B Certificates maturing on or before July 1, 20__ shall not be subject to prepayment at the option of the Board. The Series 2024B Certificates maturing on and after July 1, 20__ may be prepaid at the option of the Board from prepayments of Basic Rent made by the Board pursuant to the Lease Agreement, in whole or in part on July 1, 20__ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal amount of the Series 2024B Certificates or portion thereof to be prepaid, plus accrued and unpaid interest thereon to the optional prepayment date, without premium.]

(b) Notwithstanding any provisions of the Trust Agreement to the contrary, the Board shall not be required to deposit funds with the Trustee prior to the mailing by the Trustee of any notice of prepayment thereunder, provided that in such case any notice of any prepayment of Series 2024B Certificates shall explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable account or subaccount on the prepayment date sufficient funds to pay the full Prepayment Price of the Series 2024B Certificates to be prepaid or any other conditions as may be set forth in such notice of prepayment. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur;

provided, however, notice of such cancellation shall be provided to Owners of the Series 2024B Certificates at least two (2) days prior to such prepayment date. Except as provided herein, the Series 2024B Certificates shall be called for prepayment upon the notice and in the manner provided in Article V of the Trust Agreement.

ARTICLE VI

[PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY]

SECTION 601. PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE BOARD. (A) The following provisions relating to the Insured Series 2024B Certificates shall apply so long as the Municipal Bond Insurance Policy is in full force and effect notwithstanding anything in the Related Documents to the contrary:

[TO BE DETERMINED]

ARTICLE VII

MISCELLANEOUS

SECTION 701. PROVISIONS OF TRUST AGREEMENT NOT OTHERWISE MODIFIED; AMENDMENTS. Except as expressly modified or amended hereby, the Trust Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Trust Agreement and this Series 2024B Supplemental Trust Agreement, the terms hereof shall control.

SECTION 702. THIRD PARTY BENEFICIARIES. Nothing in this Series 2024B Supplemental Trust Agreement, express or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, and the Board any rights, remedies or claims under or by reason of this Series 2024B Supplemental Trust Agreement or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements in this Series 2024B Supplemental Trust Agreement contained by or on behalf of the Corporation or the Board shall be for the sole and exclusive benefit of the Corporation, and its assignee, the Trustee, and the Board. [_____ shall be deemed a third party beneficiary of this Series 2024B Supplemental Trust Agreement and the Trust Agreement.]

SECTION 703. COUNTERPARTS. This Series 2024B Supplemental Trust Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 704. HEADINGS. Any heading preceding the text of the several Articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series 2024B Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 705. LAWS. This Series 2024B Supplemental Trust Agreement shall be construed and governed in accordance with the laws of the State.

SECTION 706. PATRIOT ACT REQUIREMENTS OF TRUSTEE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Series 2024B Supplemental Trust Agreement by their officers thereunto duly authorized as of the date and year first written above.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**, as Trustee

By: _____
Vicki B. Bellamy
Vice President

**CLAY SCHOOL BOARD LEASING
CORPORATION**, as Lessor

By: _____
Ashley Hutchings Gilhousen
President

ATTEST:

By: _____
David S. Broskie
Secretary

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**, as Lessee

By: _____
Ashley Hutchings Gilhousen
Chair

ATTEST:

By: _____
David. S. Broskie
Superintendent

EXHIBIT C
FORM OF CERTIFICATE PURCHASE CONTRACT

\$ _____

CERTIFICATES OF PARTICIPATION

(School Board of Clay County, Florida Master Lease Program), Series 2024A 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 Clay County, Florida

\$ _____

REFUNDING CERTIFICATES OF PARTICIPATION

(School Board of Clay County, Florida Master Lease Program), Series 2024B 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 Clay County, Florida

April __, 2024

CERTIFICATE PURCHASE CONTRACT

The School Board of Clay County, Florida
Green Cove Springs, Florida

Clay School Board Leasing Corporation
Green Cove Springs, Florida

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), offers to enter into this Certificate Purchase Contract (the "Purchase Contract") with The School Board of Clay County, Florida (the "Board"), a school board duly organized and operating under the laws of the State of Florida (the "State") and the Clay School Board Leasing Corporation (the "Corporation"), a Florida not-for-profit educational corporation, which upon acceptance of this offer by the Board and the Corporation will be binding upon the Board and the Corporation and upon the Underwriter. This offer is made subject to written acceptance hereof by the Board and the Corporation at or before 11:59 p.m., local time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Board and the Corporation at any time prior to the acceptance hereof by the Board and the Corporation. The parties hereto agree and acknowledge that the obligations of the Board and the Corporation hereunder do not constitute a general obligation of the Board or the Corporation. The Underwriter hereby represents that it is authorized to execute and deliver this Purchase Contract and has been duly authorized to act hereunder.

The Board and the Corporation each acknowledge and agree that (i) the purchase and sale of the Certificates of Participation, Series 2024A (the "Series 2024A Certificates") and the Refunding Certificates of Participation, Series 2024B (the "Series 2024B Certificates" and together with the

Series 2024A Certificates, the "Certificates") described in the above heading contemplated by this Purchase Contract is an arm's length, commercial transaction among the Board, the Corporation, and the Underwriter in which the primary role of the Underwriter is to purchase securities for resale to investors, and the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to either the Board or the Corporation; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Board or the Corporation with respect to the transactions contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter or any its affiliates have provided other services or are currently providing other services to the Board or the Corporation on other matters); (iii) the only obligations the Underwriter has to the Board and the Corporation with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; (iv) the Board and the Corporation have each consulted their own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate, including Ford & Associates, Inc. (the "Financial Advisor"); and (v) the Underwriter has financial and other interests that differ from those of the Board and the Corporation.

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations, covenants, and agreements set forth herein, the Underwriter hereby agrees to purchase, and the Board agrees to cause U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), to execute and deliver to the Underwriter, all (but not less than all) of the aggregate principal amount of the Certificates. The Certificates shall be dated as of their date of delivery. The purchase price for the Series 2024A Certificates shall be \$_____ (which price represents the par amount of \$_____.00 plus/less [net] original issue premium/discount of \$_____ and less the Underwriter's discount of \$_____). The purchase price for the Series 2024B Certificates shall be \$_____ (which price represents the par amount of \$_____.00 plus/less [net] original issue premium/discount of \$_____ and less the Underwriter's discount of \$_____). The amount of the purchase price wired to the Board by the Underwriter shall be net of the amount of the good faith wire (\$_____) referenced in Section 4 hereof [and the premium for the Policy].

The Certificates shall be as described in and shall be authorized by a resolution adopted by the Board on April 4, 2024 (the "Resolution"), and shall be issued under and secured pursuant to the provisions of a Master Trust Agreement, dated as of May 15, 1997, as amended and supplemented (the "Trust Agreement"), and particularly as supplemented with respect to the Series 2024A Certificates by a Series 2024A Supplemental Trust Agreement, dated as of May 1, 2024 (the "Series 2024A Supplemental Trust Agreement" and, together with the Trust Agreement, the "Series 2024A Trust Agreement") and, with respect to the Series 2024B Certificates, by a Series 2024B Supplemental Trust Agreement, dated as of May 1, 2024 (the "Series 2024B Supplemental Trust Agreement" and, together with the Trust Agreement, the "Series 2024B Trust Agreement") each by and among the Board, the Corporation and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Series 2024A Trust Agreement and the Series 2024B Trust Agreement (together, the "Series 2024 Trust Agreements").

The Certificates shall mature at the times and in the amounts and bear interest at the rates set forth in Appendix A attached hereto and shall not be subject to prepayment as further set forth in Appendix B attached hereto. The information required by Section 218.385(6), Florida Statutes, as amended, to be provided by the Underwriter is set forth in Appendix C attached hereto. Further, in order to assist the Board in complying with Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter is providing the Board with the information needed to complete a truth-in-bonding statement, the form of which is attached as Appendix D attached hereto.

The Series 2024A Certificates are being issued for the purpose of providing funds sufficient to (i) finance (including through reimbursement) the acquisition, construction and lease-purchase of the Series 2024A Project and (ii) pay certain costs of issuance with respect to the Series 2024A Certificates.

The Series 2024B Certificates are being issued (i) to prepay all of the Board's outstanding Certificates of Participation, Series 2012, Certificates of Participation, Series 2014 and Certificates of Participation, Series 2017 (collectively, the "Refunded Certificates"), and (ii) to pay certain costs and expenses associated with the issuance of the Series 2024B Certificates.

[The scheduled payment of the Principal Component and Interest Component of the Basic Rent Payments represented by the Certificates, when due, will be guaranteed under a municipal bond insurance policy (the "Policy") to be issued simultaneously with the delivery of the Certificates by _____ (the "Insurer").]

2. Delivery of Offering Statement, Disclosure Dissemination Agent Agreement, and Other Documents.

(a) Prior to the date hereof, the Board and the Corporation have provided, or caused to be provided, to the Underwriter for its review the Preliminary Offering Statement, dated [April 9, 2024] (including the cover page, inside cover page, and appendices contained therein, the "Preliminary Offering Statement"), that the Board deemed final in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "SEC Rule"), as of its date, except for certain permitted omissions in connection with the pricing of the Certificates. The Underwriter has reviewed the Preliminary Offering Statement prior to the execution of this Purchase Contract.

(b) The final Offering Statement, dated the date hereof (including the cover page, inside cover page, and appendices contained therein, the "Offering Statement"), together with any supplements and amendments thereto, substantially in the form of the Preliminary Offering Statement, with only such changes therein as shall have been accepted by the Underwriter, executed on behalf of the Board by the Chair and the Superintendent of Schools shall be provided for distribution, at the expense of the Board, in such quantity as

may be requested by the Underwriter no later than the earlier of (i) seven (7) business days after the date of this Purchase Contract (or within such shorter period as may be reasonably requested by the Underwriter in order to accompany any confirmation that requests payment from any customer to comply with Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB")) or (ii) one (1) business day prior to the Date of Closing (as defined herein), in order to permit the Underwriter to comply with the SEC Rule, and the applicable rules of the MSRB, with respect to distribution of the Offering Statement. The Board shall prepare the Offering Statement, including any supplements or amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Offering Statement to the Underwriter no later than one (1) business day prior to the Date of Closing to enable the Underwriter to comply with MSRB Rule G-32.

(c) At or prior to the Closing (as hereinafter defined), the Underwriter shall file, or cause to be filed, the Offering Statement with the MSRB via its Electronic Municipal Market Access ("EMMA") system.

(d) At Closing, the Board shall deliver, or cause to be delivered, to the Underwriter copies of the Resolution, certified to by its Secretary, substantially in the form heretofore delivered to the Underwriter, with only such changes therein as agreed upon by the Underwriter.

(e) In order to assist the Underwriter in complying with the SEC Rule, the Board shall undertake, pursuant to the Disclosure Dissemination Agent Agreement, dated [closing date], between the Board and Digital Assurance Certification, LLC (the "Disclosure Agreement"), to provide annual financial information and notices of the occurrence of specified events. A description of the Disclosure Agreement is set forth in, and a form of such agreement is attached as an appendix, to the Preliminary Offering Statement and the Offering Statement.

3. Public Offering; Issue Price.

(a) The Underwriter agrees to make an initial public offering of all the Certificates at prices not in excess of the initial public offering prices or yields not less than the yields set forth on the inside cover page of the Offering Statement; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Certificates, and may offer and sell the Certificates to certain dealers, unit investment trusts and money market funds, certain of which it may sponsor or manage, at prices lower than the public offering prices or yields greater than the yields set forth therein.

(b) The Underwriter agrees to assist the Board in establishing the issue price of the Certificates and shall execute and deliver to the Board at Closing an "issue price" or

similar certificate, substantially in the form attached hereto as Appendix E, together with the supporting pricing wires or equivalent communications, with modifications to such certificate as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Board, and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(c) [Except for the maturities set forth as Hold-the-Offering-Price Maturities in Schedule A to Appendix E attached hereto,] the Board will treat the first price at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(d) The Underwriter confirms that the Underwriter has offered the Certificates to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the final Offering Statement. [Schedule A to Appendix E sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Certificates for which the 10% test has not been satisfied and for which the Board and the Underwriter, agree that (i) the Underwriter will retain all unsold Certificates of each maturity for which the 10% test has not been satisfied ,and (ii) the restrictions set forth in the next sentence shall apply, which will allow the Board to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or
2. the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Board or the Board's municipal advisor when the Underwriters have sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

(e) The Underwriter acknowledges that sales of any Certificates to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),

(iii) a purchaser of any of the Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

(f) The Board and the Corporation hereby authorize the Underwriter to use the Offering Statement and the information contained therein in connection with the offering and sale of the Certificates and confirm their authorization of the use by the Underwriter prior to the date hereof of the Preliminary Offering Statement in connection with such offering and sale.

4. Good Faith Wire. Delivered to the Board herewith is a wire transfer from the Underwriter in the sum of \$_____ (the "Good Faith Wire"), calculated as one percent (1%) of the estimated principal amount of the Certificates as reflected in the Preliminary Offering Statement. In the event that this offer is accepted and the Underwriter complies with its obligations to accept and pay for the Certificates, as provided herein, the Good Faith Wire shall be netted from the purchase price payable by the Underwriter to the Board pursuant to Section 1 hereof. In the event that the Board does not approve this offer, the Good Faith Wire shall be immediately returned to the Underwriter. In the event that the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Certificates at the Closing as herein provided, the Board may retain the Good Faith Wire and apply the funds to defray its expenses and to pay liquidated damages for such failure and for any defaults hereunder on the part of the Underwriter,

and such use shall constitute a full release and discharge of all claims by the Board against the Underwriter arising out of the transactions contemplated hereby. In the event of the failure by the Board to deliver the Certificates at the Closing, or if the Board shall be unable to satisfy the conditions to the obligations of the Underwriter contained herein (unless such conditions are waived by the Underwriter), or if the obligations of the Underwriter shall be terminated for any reason permitted hereunder, the Board shall immediately cause the Good Faith Wire to be returned to the Underwriter, and such return shall constitute a full release and discharge of all claims by the Underwriter against the Board arising out of the transactions contemplated hereby. Any interest earnings accruing from the investment of the Good Faith Wire by the District or Board shall be for the sole benefit of the District, shall be retained by the Board, and shall not affect the amount of the purchase price paid to the Board by the Underwriter pursuant to Section 1 hereof.

5. Representations and Agreements.

(a) By its acceptance hereof, the Board represents to and agrees with the Underwriter that, as of the date hereof:

(i) The Board is duly and validly existing as a body corporate and politic pursuant to Article IX, Section 4(a) of the Florida Constitution and the laws of the State (particularly Chapter 1001, Florida Statutes) and is the governing body of the public schools within the School District of Clay County, Florida (the "District").

(ii) The Board has full legal right, power, and authority to enter into this Purchase Contract, the Master Lease-Purchase Agreement, dated as of May 15, 1997, as amended by the Amendment to Master Lease, dated as of May 1, 2024 (collectively, the "Master Lease"), each between the Board and the Corporation, as amended and supplemented, and particularly as supplemented by Lease Schedule No. 2024A, dated as of May 1, 2024 (together with the Master Lease, the "Series 2024A Lease"), and the Second Amended and Restated Lease Schedule No. 2008, dated as of May 1, 2024 (together with the Master Lease, the "Series 2008 Lease" and, together with the Series 2024A Lease, the "Transaction Lease Agreements"); the Disclosure Agreement; the Series 2024A Ground Lease Agreement, dated as of May 1, 2024, by and between the Board and the Corporation (the "Series 2024A Ground Lease Agreement"); the Series 2008 Ground Lease Agreement, dated as of July 31, 2008, as amended by a Second Amendment to Series 2008 Ground Lease Agreement, dated as of May 1, 2024, each by and between the Board and the Corporation (collectively, the "Series 2008 Ground Lease Agreement" and together with the Series 2024A Ground Lease Agreement, the "Transaction Ground Lease Agreements"); the Escrow Deposit Agreement (the "Escrow Deposit Agreement") with U.S. Bank Trust Company, National Association, as escrow agent; and the Series 2024 Trust Agreements (collectively, the "Board Certificate Documents"); by official action of the Board taken prior to or concurrently with the acceptance hereof, the Resolution has been duly adopted in accordance with the Constitution of the State and the laws of the State; the Resolution is in full force and effect and has not been rescinded; each of the Board Certificate Documents,

when executed by the Board will each be duly authorized and delivered and, assuming the due authorization, execution, and delivery by the other parties thereto, will constitute the legal, valid, and binding obligations of the Board enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the Board has duly authorized and approved the consummation by it of all other transactions contemplated by the Resolution, the Offering Statement, and the Board Certificate Documents to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the Board Certificate Documents, the issuance by the Trustee of the Certificates, and the adoption of the Resolution, and compliance with the obligations on the Board's part contained herein and therein, will not conflict with or constitute a material breach of or material default under any federal or State constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Board is a party or to which the Board or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation, or compliance result in the creation or imposition of any material lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Board under the terms of any such provision, law, regulation, document, or instrument, except as provided or permitted by the Certificates and the Board Certificate Documents.

(iv) To the best of our knowledge, the Board is not in default, and at no time has defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding; the Board is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Board is a party or to which it is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute a default or event of default under any such instrument, in each case which would have a material adverse effect on the transactions of the Certificates as set forth in or contemplated by the Board Certificate Documents.

(v) All approvals, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Board of its obligations under the Board Certificate Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents, and orders as may be required under the "Blue Sky" or securities laws of any state in connection with the offering and sale of the Certificates.

(vi) As of its date and as of the date hereof, the statements and information contained in the Preliminary Offering Statement were and are true and correct in all material respects and the Preliminary Offering Statement did not as of its date and does not as of the date hereof omit any statement which should be included therein for the purposes for which the Preliminary Offering Statement is to be used or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading (except in each case with respect to DTC and its book-entry only system [and information related to the Insurer or its Policy], as to which no view is expressed).

(vii) As of the date of the Offering Statement and the Date of Closing, the statements and information contained in the Offering Statement will be true and correct in all material respects and the Offering Statement will not omit any statement which should be included therein for the purposes for which the Offering Statement is to be used or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading (except in each case with respect to DTC and its book-entry only system [and information related to the Insurer or its Policy], as to which no view is expressed).

(viii) If the Offering Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including the Date of Closing, the statements and information contained in the Offering Statement, as supplemented or amended, will be true and correct in all material respects and the Offering Statement, as supplemented or amended, will not omit any statement which should be included therein for the purposes for which the Offering Statement, as supplemented or amended, is to be used or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading (except in each case with respect to DTC and its book-entry only system [and information related to the Insurer or its Policy], as to which no view is expressed).

(ix) Except as described in the Offering Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity before or by any court, governmental agency, or public board or body, pending or, to the best knowledge of the Board, threatened against the Board: (A) which may affect the existence of the Board or the titles or rights of their officers to their respective offices; (B) which may affect or which seeks to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Certificates, or the collection or payment of the Basic Rent and Supplemental Rent or assignments thereof, in each case, to make payments on the Certificates and to make other payments under the Transaction Lease Agreements; (C) which in any way contests or affects the validity or enforceability of the Certificates, the Resolution, the Board Certificate Documents, or any of them; (D) which would cause the Interest Component of Basic Rent Payments to be

included in gross income of the holders of the Certificates for purposes of federal income taxation; or (E) which contests in any way the completeness or accuracy of the Offering Statement or which contests the powers of the Board or any authority or proceedings for the issuance, sale, or delivery of the Certificates, or the due adoption of the Resolution or the execution and delivery of the Board Certificate Documents or any of them; nor, to the best knowledge of the Board, is there any basis therefor wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the Certificates, the Resolution, or the Board Certificate Documents or any of them. The Board shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Offering Statement or the Offering Statement in connection with the offering, sale, or distribution of the Certificates.

(x) The Board will furnish such information, execute such instruments and take such other action not inconsistent with the law in cooperation with the Underwriter as the Underwriter may reasonably request in order: (A) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (B) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best reasonable efforts to continue such qualifications in effect so long as required for the initial distribution of the Certificates; provided that the Board shall not be obligated to pay any fee, qualify to do business, or to take any action that would subject it to general service of process in any state where it is not now so subject.

(xi) If, after the date of this Purchase Contract and until the earlier of (A) ninety (90) days from the "end of the underwriting period," as defined in the SEC Rule, or (B) the time when the Offering Statement is available to any person from a nationally recognized repository, but in no case less than twenty-five (25) days following the end of the underwriting period, the Board becomes aware that any event shall have occurred which might or would cause the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Board shall notify the Underwriter thereof, and, if in the reasonable opinion of the Underwriter or the Board, such event requires the preparation and publication of a supplement or amendment to the Offering Statement, the Board will, at its own expense, forthwith prepare and furnish to the Underwriter a sufficient number of copies of an amendment of or supplement to the Offering Statement (in form and substance satisfactory to the Underwriter and its counsel), which will supplement or amend the Offering Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading.

(xii) The Board covenants to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), in order to maintain the exclusion from gross income for purposes of federal income taxation of the Interest Component of Basic Rent Payments related to the Certificates, subject to the right of the Board to non-appropriate. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Certificates and other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The Board does not have any material unfunded rebate obligations with respect to any Certificates previously issued under the Trust Agreement.

(xiii) The Board has not, since December 31, 1975, been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed, or guaranteed as to payment of principal, premium, if any, or interest.

(xiv) Other than as disclosed in the Preliminary Offering Statement and the Offering Statement, the Board has not in the past five years failed to comply in any material respect with any previous continuing disclosure undertakings made pursuant to the SEC Rule.

(xv) Since June 30, 2023, the date of the latest available audited financial statements of the Board, other than as disclosed in the Preliminary Offering Statement and the Offering Statement, there has been no material adverse change in the financial position or results of operation of the Board, nor has the Board incurred any material liabilities other than (A) in the ordinary course of business, and (B) obligations incurred in connection with the issuance of the Certificates.

(b) By its acceptance hereof, the Corporation represents to and agrees with the Underwriter that, as of the date hereof:

(i) The Corporation is a not-for-profit corporation duly organized, incorporated, validly existing, and in good standing under the laws of the State (particularly Chapter 617, Florida Statutes).

(ii) The Corporation has full legal right, power, and authority to enter into this Purchase Contract; the Transaction Lease Agreements; the Series 2024 Trust Agreements; the Assignment Agreement, dated as of May 15, 1997, as amended and supplemented by the Fourth Supplemental Assignment of Lease Agreement, dated as of July 31, 2008 and the Fifth Supplemental Assignment of Lease Agreement, dated as of May 1, 2024 (together, the "Assignments"), each from the Corporation to the Trustee; the Transaction Ground Lease Agreements; and the Assignment of Series 2024A Ground Lease Agreement, dated as of May 1, 2024, and Assignment of Series 2008 Ground Lease Agreement, dated as of

July 31, 2008, each by and between the Corporation and the Trustee (collectively the "Assignments of Ground Leases" and together with the other documents in this subsection, the "Corporation Certificate Documents"); the Corporation Certificate Documents have been duly authorized, executed, and delivered by the Corporation and, assuming the due authorization, execution, and delivery of the other parties thereto, constitute the legal, valid, and binding obligations of the Corporation enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the resolution adopted by the Corporation on April 4, 2024 (the "Corporation Resolution"), is in full force and effect and has not been rescinded; the Corporation has duly authorized and approved the consummation by it of all other transactions contemplated by the Corporation Certificate Documents to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the Corporation Certificate Documents, the adoption of the Corporation Resolution and compliance with the obligations on the Corporation's part contained herein and therein and the authorization of and issuance of the Certificates by the Trustee, will not conflict with or constitute a material breach of or material default under any federal or State constitutional provisions, law, administrative regulations, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Corporation is a party or to which the Corporation or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation, or compliance result in the creation or imposition of any material lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Corporation under the terms of any such provision, law, regulation, document, or instrument, except as provided or permitted by the Corporation Resolution and the Corporation Certificate Documents.

(iv) To the best of our knowledge, the Corporation is not in default, and at no time has defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding; the Corporation is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party or to which it is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute a default or event of default under any such instrument, in each case which would have a material adverse effect on the transactions of the Certificates as set forth in or contemplated by the Corporation Certificate Documents.

(v) All approvals, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due

performance by the Corporation of its obligations under the Corporation Certificate Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents, and orders as may be required under the "Blue Sky" or securities laws of any state in connection with the offering and sale of the Certificates.

(vi) As of its date and as of the date hereof, the statements and information contained in the Preliminary Offering Statement related to the Corporation were and are true and correct in all material respects and the Preliminary Offering Statement did not and does not omit any statement related to the Corporation which should be included therein for the purposes for which the Preliminary Offering Statement is to be used or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading (except in each case with respect to DTC and its book-entry only system [and information related to the Insurer or its Policy], as to which no view is expressed).

(vii) As of the date of the Offering Statement and the Date of Closing, the statements and information contained in the Offering Statement related to the Corporation will be true and correct in all material respects and the Offering Statement will not omit any statement related to the Corporation which should be included therein for the purposes for which the Offering Statement is to be used or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(viii) If the Offering Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including the time of Closing, the statements and information contained in the Offering Statement, as supplemented or amended, related to the Corporation will be true and correct in all material respects and the Offering Statement, as supplemented or amended, will not omit any statement related to the Corporation which should be included therein for the purposes for which the Offering Statement, as supplemented or amended, is to be used or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading (except in each case with respect to DTC and its book-entry only system [and information related to the Insurer or its Policy], as to which no view is expressed).

(ix) Except as described in the Offering Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity before or by any court, governmental agency, or public board or body, pending or, to the best knowledge of the Corporation, threatened against the Corporation: (A) which may affect the existence of the Corporation or the titles or rights of their officers to their respective offices; (B) which may affect or which seeks to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Certificates, or the collection or payment of the Basic Rent or assignments thereof to make

payments on the Certificates and to make other payments under the Transaction Lease Agreements; (C) which in any way contests or affects the validity or enforceability of the Certificates, the Corporation Resolution, and the Corporation Certificate Documents or any of them; (D) which would cause the Interest Component of Basic Rent Payments to be included in the federal gross income of the holders of the Certificates; or (E) which contests in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or which contests the powers of the Corporation or any authority or proceedings for the issuance, sale, or delivery of the Certificates, or the due execution and delivery of and the Corporation Certificate Documents or any of them; nor, to the best knowledge of the Corporation, is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the Certificates, the Corporation Certificate Documents, or any of them.

(x) The Corporation will furnish such information, execute such instruments, and take such other action not inconsistent with law in cooperation with the Underwriter as the Underwriter may reasonably request in order to qualify the Certificates for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best reasonable efforts to continue such qualifications in effect so long as required for the initial distribution of the Certificates; provided that the Corporation shall not be obligated to pay any fee, qualify to do business, or to take any action that would subject it to general service of process in any state where it is not now so subject.

(xi) If between the date of this Purchase Contract and the Date of the Closing any event shall occur of which the Corporation has knowledge which would or might cause the information contained in the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation shall notify the Underwriter thereof, and if in the reasonable opinion of the Underwriter or the Corporation, such event requires the preparation and publication of a supplement or amendment to the Offering Statement, the Corporation shall cooperate with the Underwriter in supplementing or amending the Offering Statement, in such form and manner and at such time or times as may be reasonably called for by the Underwriter.

6. The Closing. At 11:00 a.m., local time, [closing date] (such date herein called the "Date of Closing"), or at such later time or on such later date as may be mutually agreed upon by the Board, the Corporation, the Trustee, and the Underwriter, the Board shall cause the Trustee, subject to the terms and conditions hereof, to deliver the Certificates to the Underwriter through the facilities of DTC in New York, New York in definitive form (bearing proper CUSIP numbers), duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject

to the terms and conditions hereof, the Underwriter shall accept such delivery and pay the purchase price of the Certificates as set forth in Paragraph 1 hereof in Federal funds to the order of the Trustee (such delivery of and payment for the Certificates herein called the "Closing"). The Closing shall occur at the offices of the Board in Green Cove Springs, Florida, or such other place as shall have been mutually agreed upon by the Board, the Corporation, the Trustee, and the Underwriter. The Certificates shall be prepared and delivered as fully registered certificates in the definitive form as described in the Offering Statement and the Series 2024 Trust Agreements and will be made available for inspection and checking by the Underwriter at the office of the Trustee acting in its capacity as agent on behalf of The Depository Trust Company, New York, New York, or at such other place as shall be mutually agreed upon, not later than 10:00 a.m., New York time, on the business day prior to the Date of Closing. The parties hereby agree to use the FAST method of settlement on the Date of Closing. The Certificates shall be prepared and delivered as fully registered Certificates in the name of Cede & Co.

7. Closing Conditions. The Underwriter is entering into this Purchase Contract in reliance upon the representations and agreements of the Board and the Corporation contained herein, and in reliance upon the representations and agreements to be contained in the documents and instruments to be delivered at the Closing, and upon the performance of the covenants and agreements herein, as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligation under this Purchase Contract to purchase, to accept delivery of, and to pay for the Certificates shall be conditioned upon the performance of the covenants and agreements to be performed hereunder and under such other documents and instruments to be delivered at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations of the Board and the Corporation contained herein shall be true, complete, and correct on the date hereof and as of the Date of Closing, as if made on the Date of Closing, and a certificate to that effect shall be delivered to the Underwriter by the Board and the Corporation at Closing.

(b) At the date of execution hereof and at the Closing, the Resolution shall have been duly approved and adopted by the Board, shall be in full force and effect, and shall not have been amended, modified, or supplemented, except to the extent to which the Underwriter shall have given its prior written consent and there shall have been taken in connection therewith and in connection with the issuance of the Certificates all such action as, in the opinion of Greenberg Traurig, P.A., Special Counsel and George A. Smith PLLC, counsel for the Underwriter, shall be necessary and appropriate in connection with the transactions contemplated hereby.

(c) At the Closing, there will be no pending litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale, or delivery of the Certificates; or the collection or application of the Basic Rent Payments to make payments on the Certificates; or in any way contesting or affecting the validity or enforceability of the Board Certificate Documents or the Corporation Certificate Documents; or contesting in any way the

proceedings of the Board, the Corporation, or the Trustee taken with respect thereto; or contesting in any way the due existence or powers of the Board, the Corporation, or the Trustee or the title of any of the members or officials of the Board, the Corporation, or the Trustee to their respective offices, and the Underwriter will receive the certificates of the Board, the Corporation, and the Trustee to the foregoing effect, or opinions of counsel to the Board, the Corporation, and the Trustee that any such litigation is without merit.

(d) Except as disclosed in the Offering Statement, there shall have been no material adverse change in the financial condition of the Board since June 30, 2023.

(e) At the Closing, the Underwriter shall receive all of the documents required by Section 4.02 of the Trust Agreement and, in addition, the following documents, each dated as of the Closing:

(i) The opinion of Greenberg Traurig, P.A., Special Counsel, dated the Date of Closing, in substantially the form attached to the Offering Statement as APPENDIX D;

(ii) An opinion of Special Counsel, addressed to the Board, the Underwriter, [the Insurer] and the Trustee, substantially to the effect that (A) the Underwriter, [the Insurer] and the Trustee may rely upon the opinion referred to in (i) above as though addressed to them; (B) the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Series 2024 Trust Agreements is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; (C) with respect to information in the Offering Statement and based upon said firm's review of the Offering Statement, as Special Counsel, and without having undertaken to determine independently the accuracy or completeness of the contents of the Offering Statement, the information in the Offering Statement under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION", "AUTHORIZATION", "PURPOSE OF THE SERIES 2024 CERTIFICATES," "PLAN OF REFINANCE," "THE SERIES 2024 CERTIFICATES," "SECURITY FOR THE SERIES 2024 CERTIFICATES," and "THE MASTER LEASE-PURCHASE PROGRAM" (excluding any financial, statistical, and demographic information and the information regarding DTC and its book-entry only system of registration [and the Insurer and the Policy] as to all of which no opinion need be expressed), insofar as such statements purport to be summaries of certain provisions of the Certificates, the Board Certificate Documents, and the Corporation Certificate Documents are accurate in all material respects and the statements made under the heading "TAX TREATMENT" are correct as to matters of law.

(iii) An opinion dated the Date of Closing and addressed to the Underwriter, of its counsel George A. Smith PLLC.

(iv) An opinion of Douglas Law Firm, St. Augustine, Florida, Counsel to the Board, addressed to the Board, the Underwriter, [the Insurer] and the Trustee, substantially to the effect that: (A) the Board is a body corporate and politic and the governing body of the District, duly organized and existing under the Constitution and laws of the State of Florida with full power and authority to adopt the Resolution and enter into this Purchase Contract and the Board Certificate Documents; (B) the Board has duly adopted the Resolution, and has authorized, executed, and delivered this Purchase Contract and the Board Certificate Documents, and assuming the due authorization, execution, and delivery by the other parties thereto, such instruments constitute legal, valid, and binding agreements or obligations of the Board, enforceable in accordance with their respective terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency, reorganization, moratorium, and other laws affecting creditors' or tenants' rights generally, the application of equitable principles, and the exercise of judicial discretion; (C) the Board has authorized, executed, and delivered the Offering Statement, duly authorized the distribution of the Preliminary Offering Statement and the Offering Statement, and the information in the Preliminary Offering Statement and the Offering Statement under the heading "LITIGATION," and regarding the Resolution, was and is correct in all material respects and did not, and does not omit any statement that, in their opinion, should be included or referred to therein; (D) to the best of their knowledge, the Board is not in material breach of or material default under any applicable constitutional provision, law, or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, material resolution, material agreement, or other material instrument to which the Board is a party or to which the Board or any of its property or assets is otherwise subject, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; (E) the execution and delivery of this Purchase Contract and the Board Certificate Documents and the adoption of the Resolution and compliance with the provisions on the Board's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan, agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Board is a party or to which the Board or any of its property or assets is otherwise subject, and any such execution, delivery, adoption, or compliance will not result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Board under the terms of any such law, regulation, or instrument, except as expressly provided by this Purchase Contract or the Board Certificate Documents; (F) the Resolution has been duly and lawfully adopted by the Board, is in full force and effect, and has not been

altered, amended, or repealed; (G) except as disclosed in the Offering Statement, to the best of our knowledge, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board, or body, pending or threatened against or affecting the Board, nor, to our knowledge, is there any basis for any such action, suit proceeding, inquiry, or investigation, wherein an unfavorable decision, ruling, or finding would have a materially adverse effect upon the transactions contemplated by the Offering Statement, or the validity of this Purchase Contract or the Board Certificate Documents; and (H) all authorizations, consents, approvals, and reviews of governmental bodies or regulatory authorities then required for the Board's adoption, execution, or performance of its obligations under the Resolution, this Purchase Contract, and the Board Certificate Documents have been obtained or effected and there is no reason to believe that the Board will be unable to obtain any such approvals, consents, authorizations, and reviews required in the future.

(v) A certificate, dated the Date of Closing, signed by the Chair of the Board and the Superintendent, or other appropriate officials satisfactory to the Underwriter, to the effect that, to the best knowledge of each of them: (A) the representations of the Board herein are true and correct in all material respects as of the Date of Closing; (B) the Board has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Board Certificate Documents, as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which either of them have notice, and to the best knowledge of each of them no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates, the Resolution, or the Board Certificate Documents, (3) in any way contesting the corporate existence or powers of the Board, (4) to restrain or enjoin the collection of the Basic Rent Payments or the application thereof to make the payments on the Certificates, (5) which may result in any material adverse change in the business, properties, assets, and the financial condition of the Board taken as a whole, or (6) asserting that the Offering Statement contains any untrue statement of a material fact or omits any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (D) since June 30, 2023, no material adverse change has occurred in the financial position or results of operations of the Board except as set forth in or contemplated by the Offering Statement, and the Board has not incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Offering Statement; and (E) the Preliminary Offering Statement did not as of its date and the Offering Statement did not as of its date, and does not as of the Date of Closing contain any untrue statement of a material fact or omit to state a material fact relating to the Board or the District required to be included therein or necessary in order to make the statements contained therein, in light of

the circumstances in which they were made, not misleading (provided, however, that no opinion need be expressed with respect to the information contained therein relating to DTC and its book-entry system of registration [and information related to the Insurer or its Policy]).

(vi) An opinion dated the Date of Closing and addressed to the Corporation, the Underwriter, [the Insurer] and the Trustee from Douglas Law Firm, St. Augustine, Florida, counsel to the Corporation, to the effect that: (A) the Corporation is a not-for-profit corporation duly organized and validly existing under State law, with full power and authority to conduct its business and own its property in accordance with its Articles of Incorporation; (B) the Corporation has the requisite power and authority to enter into and perform its obligations under Corporation Certificate Documents, and has taken all necessary legal action to authorize the execution, delivery, and performance of the Corporation Certificate Documents; (C) the Corporation Certificate Documents have been duly authorized, executed, and delivered by the Corporation and, assuming due authorization, execution, and delivery by the other parties thereto, constitute valid and binding agreements of the Corporation enforceable against the Corporation in accordance with their respective terms, except that the enforceability of such instruments may be limited by bankruptcy, insolvency, reorganization, moratorium, and other laws affecting creditors' rights generally and, to the extent that certain remedies in such instruments require, or may require, enforcement by a court of equity, by such principles of equity as the court having jurisdiction may impose, and by the exercise of judicial discretion, and subject further to the qualification that the enforcement of any indemnification provision contained in the Corporation Certificate Documents may be limited by federal or state securities laws of public policy considerations; (D) the execution of the Corporation Certificate Documents by the Corporation, and compliance by the Corporation with the provisions thereof, under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the Corporation a breach of or default under any agreement or other instrument to which the Corporation is a party or any existing law, regulation, court order, or consent decree to which the Corporation is subject, or the Articles of Incorporation, or the bylaws of the Corporation; (E) to the best of my knowledge and without independent investigation, no litigation, arbitration, or administrative proceeding of or before any court, tribunal, or government authority is pending or threatened against or affecting the Corporation, nor is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding with respect to any of the transactions contemplated by the Corporation Certificate Documents would have a material adverse effect on the ability of the Corporation to perform its obligations under the Corporation Certificate Documents; (F) all authorizations, consents, approvals, and reviews of governmental bodies or regulatory authorities then required for the Corporation's adoption, execution, or performance of its obligations under the

Corporation Resolution, this Purchase Contract, and the Corporation Certificate Documents have been obtained or effected and there is no reason to believe that the Corporation will be unable to obtain any such approvals, consents, authorizations, and reviews required in the future; and (G) without having undertaken to determine independently the occurrence of completeness of the statements contained in the Preliminary Offering Statement or the Offering Statement, nothing has come to their attention that would lead them to believe that the information about the Corporation contained in the Preliminary Offering Statement, as of its date, or the Offering Statement, as of its date and as of the date of such opinion, contained or contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(vii) A certificate, dated the Date of Closing, signed by the President and Secretary of the Corporation or other appropriate officials satisfactory to the Underwriter, to the effect that, to the best of their knowledge: (A) the representations of the Corporation herein are true and correct in all material respects as of the Date of Closing; (B) the Corporation has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Corporation Certificate Documents as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which they have notice, and to the best of their knowledge no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates or the Corporation Certificate Documents, (3) in any way contesting the corporate existence or powers of the Corporation, (4) to restrain or enjoin the collection of the Basic Rent Payments, the Supplemental Rent Payments or the application thereof to make Certificate Payments, or (5) asserting that the Offering Statement contains any untrue statement of a material fact relating to the Corporation or omits any material fact relating to the Corporation necessary to make the statements therein relating to the Corporation, in light of the circumstances under which they were made, not misleading; and (D) since June 30, 2023, the Corporation has not incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Offering Statement.

(viii) An opinion dated the Date of Closing and addressed to the Board and the Underwriter of counsel to the Trustee, in its capacity as Trustee and Escrow Agent, to the effect that: (A) the Trustee is duly authorized to execute and deliver the Certificates, the Escrow Deposit Agreement, the Series 2024 Supplemental Trust Agreements, and the Assignments (collectively, the "Trustee Certificate Documents") and to perform all of its obligations under the Trustee Certificate

Documents; (B) the execution and delivery of and performance by the Trustee of its obligations under the Trustee Certificate Documents are within the trust powers of the Trustee; (C) the Trustee has the legal power and authority to execute and deliver the Certificates and the Certificates have been duly executed, authenticated and delivered in accordance with the Series 2024 Trust Agreements; and (D) the Trustee Certificate Documents have been duly authorized, executed, and delivered by the Trustee, and each constitutes the legal, valid, and binding obligation of the Trustee enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, moratorium, insolvency, or similar laws affecting the rights of creditors generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(ix) A certificate dated the Date of Closing, signed by an authorized officer of the Trustee to the effect that: (A) the Trustee is a national banking association duly organized and in good standing under the laws of the United States of America, and is authorized to conduct its business in the State; (B) the Trustee has full corporate power, authority and legal right to execute and deliver the Trustee Certificate Documents, and perform its obligations under the Trustee Certificate Documents and has taken any and all actions and has obtained any and all consents and approvals required in connection with the foregoing; (C) the execution and delivery of the Trustee Certificate Documents and all actions necessary or appropriate to carry out and consummate the transactions contemplated hereby and thereby, are within the trust powers of the Trustee; (D) the execution and delivery of, and the performance under each of the Trustee Certificate Documents will not conflict with, violate or result in a breach of or constitute a default under the Trustee's charter or bylaws or a material default under any indenture, agreement or other instrument by which the Trustee or any of its properties may be bound or any material constitutional or statutory provision or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Trustee or any of its property and by which the Trustee or any of its property may be bound; (E) there is no litigation, proceeding, or investigation relating to the Trustee before or by any court, public board, or body pending or, to the knowledge of the Trustee, threatened against or affecting the Trustee, challenging the validity of, or in which an unfavorable decision, ruling, or finding would materially adversely affect the Trustee Certificate Documents; (F) the Certificates have been duly authenticated, executed, and delivered in accordance with the Series 2024 Trust Agreements; and (G) the Trustee has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied as a precondition to the effectiveness of the Trustee Certificate Documents at or prior to the Closing.

(x) Evidence satisfactory to the Underwriter that S&P Global Ratings ("S&P"), has issued a rating of "___", on the Certificates as of the Date of Closing,

[which rating shall be based on the issuance of the Policy, and that S&P has issued an underlying rating of "___", on the Certificates as of the Date of Closing without regard to the Policy.]

(xi) Copies of the Board Certificate Documents and the Corporation Certificate Documents, fully executed by the respective parties hereto.

(xii) An arbitrage and tax certificate of the Board, in form satisfactory to Special Counsel, executed by such officials of the Board as shall be satisfactory to the Underwriter.

(xiii) Evidence that a Form 8038-G relating to the Certificates has been executed by the Board and will be filed with the Internal Revenue Service (the "IRS") within the applicable time limit.

(xiv) A copy of the Board's executed Blanket Letter of Representation to The Depository Trust Company.

(xv) The fully executed Escrow Deposit Agreement and related Verification Report of _____ and an opinion of Special Counsel to the effect that the Refunded Certificates have been defeased in accordance with Section 12.01 of the Master Trust Agreement;

(xvi) [A true and correct copy of the Policy issued by the Insurer related to the Certificates in a form acceptable to the Underwriter.]

(xvii) [A certificate of an officer of the Insurer or opinion of Counsel to the Insurer, dated the Closing Date, addressed to the Underwriter and the Board, in form and substance satisfactory to the Underwriter and the Board, substantially to the effect that (A) the Insurer is duly qualified to do business in the State of Florida, (B) the Insurer has full corporate power and authority to execute and deliver the Policy and the Policy has been duly authorized, executed and delivered by the Insure] and constitutes a legal, valid and binding obligation the Insurer enforceable in accordance with its terms, (C) the statements contained in the Offering Statement under the heading, "CERTIFIATE INSURANCE" insofar as such statements constitute summaries of the matters referred to therein, accurately reflect and fairly present the information purported to be shown and, insofar as such statements purport to describe the Insurer, fairly and accurately describe the Insurer], (D) the Insurer has not been in default after December 31, 1975, as to principal or interest with respect to any obligations insured by the Insurer, (E) proceedings legally required for the issuance of the Policy have been taken by the Insurer and licenses, orders, consents or other authorizations or approvals of any governmental boards or bodies legally required for the enforceability of the Policy have been obtained, and

(F) proceedings not taken and any licenses, authorizations or approvals not obtained are not material to the enforceability of the Policy.]

(xviii) Such additional legal opinions, certificates, instruments, approvals, and other documents as the Underwriter may reasonably require to evidence the truth and accuracy, as of the date hereof and as of the Date of Closing, of the representations contained herein and of the statements and information contained in the Offering Statement and the due performance or satisfaction on or prior to the Date of Closing of all the agreements then to be performed and conditions then to be satisfied by the Board or the Trustee.

All of the evidence, opinions, letters, certificates, instruments, and other documents, mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in the form specified herein or are otherwise in form and substance satisfactory to the Underwriter and its counsel. Acceptance of the delivery of the Certificates by the Underwriter shall be deemed approval of such form and substance by the Underwriter and its counsel.

If the conditions to the obligations of the Underwriter to purchase, to accept delivery of, and to pay for the Certificates contained in this Purchase Contract are not satisfied, or if the obligations of the Underwriter to purchase, to accept delivery of, and to pay for the Certificates shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Board, the Corporation, or the Trustee shall be under any further obligation hereunder, except that the respective obligations of the Board and the Underwriter set forth in Paragraph 9 hereof shall continue in full force and effect and the Good Faith Check specified in Paragraph 4 hereof shall be returned to the Underwriter.

8. Termination. The Underwriter shall have the right to terminate this Purchase Contract by notification to the Board and the Corporation from the Underwriter of the election of the Underwriter to do so if, after the execution hereof and prior to the Closing:

(a) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Offering Statement or which is not reflected in the Offering Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and, in either such event, the Board refuses to permit the Offering Statement to be supplemented to supply such statement or information or the effect of the Offering Statement as so supplemented is, in the reasonable judgment of the Underwriter, to materially adversely affect the market price or marketability of the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Certificates; or

(b) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State, either House of the Congress, or recommended to

the Congress or otherwise endorsed for passage (by official press release) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or Offering Statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the federal or state taxation of interest received on obligations of the general character of the Certificates which, in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Certificates; or

(c) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale, or distribution of obligations of the general character of the Certificates is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended; or

(d) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release, or other form of notice issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Series 2024 Trust Agreements is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as contemplated hereby or by the Offering Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(e) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis (or an escalation thereof) the effect of which on financial markets, in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of

the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriter; or

(f) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges, or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the SEC or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Certificates or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of Underwriter or broker-dealers such as to, in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Certificates;

(g) a general banking moratorium shall have been declared by federal or New York or State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Certificates; or

(h) the marketability of the Certificates or the market price thereof, in the reasonable opinion of the Underwriter, has been materially and adversely affected by any material adverse change in the financial condition of the Board or the District.

9. Expenses.

(a) Except as provided in (b) below, the Underwriter shall be under no obligation to pay, and the Board shall pay, such expenses incident to the issuance of the Certificates and the performance of the Board's obligations hereunder, including, but not limited to the following expenses: (i) the cost of preparing and printing or other reproduction of the Board Certificate Documents and the Corporation Certificate Documents; (ii) the cost of preparing and printing the Certificates, the Preliminary Offering Statement, and the Offering Statement; (iii) the fees and disbursements of the Trustee; (iv) the fees and disbursements of Special Counsel, Counsel to the Board, and Counsel to the Corporation; (v) the fees and disbursements of the Financial Advisor to the Board; (vi) the fees relating to the ratings on the Certificates; (vii) the fees and disbursements of any experts, accountants, consultants, or advisors retained by the Board or the Corporation; and (viii) expenses, if any, incurred by the Underwriter on behalf of the Board's and Corporation's employees in connection with this Purchase Contract, including but not limited to, meals, transportation, and lodging of those employees and Underwriter.

(b) The Underwriter shall pay (which may be included as an expense component of the Underwriter's discount): (i) all advertising expenses in connection with the public offering of the Certificates; (ii) the cost of preparing, printing and delivery of any agreement among the Underwriter; and (iii) all other expenses incurred by them or any of them in connection with the public offering of the Certificates, including the fees of Digital Assurance Certification, LLC for a continuing disclosure compliance review, if any, and disbursements of counsel retained by them, including the costs of all "Blue Sky" memoranda and related filing fees. In the event that either party shall have paid obligations of the other as set forth in this Section 9, adjustment shall be made at the time of the Closing.

10. Parties in Interest.

(a) This Purchase Contract is made solely for the benefit of the Board, the Corporation, and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations and agreements of the Board contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Certificates pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract, but only to the extent provided by Section 8 hereof.

(b) No covenant, stipulation, obligation, or agreement contained in this Purchase Contract shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Board or the Corporation in his or her individual capacity and neither the members of the Board or the Corporation nor any official executing this Purchase Contract shall be liable personally under this Purchase Contract or be subject to any personal liability or accountability by reason of the execution hereof.

(c) The Board acknowledges that it has had an opportunity, in consultation with its advisors referred to in paragraph (a), to evaluate and consider the fees and expenses being incurred as part of the issuance of the Certificates.

11. Use of Documents. The Board and the Corporation hereby authorize the Underwriter to use, in connection with the public offering and sale of the Certificates, this Purchase Contract, the Preliminary Offering Statement, the Offering Statement, the Board Certificate Documents, and the Corporation Certificate Documents, as applicable, and the information contained herein and therein.

12. Notices. Any notice or other communication to be given to the Board or the Corporation under this Purchase Contract may be given by delivering the same in writing to the following addresses:

BOARD:

The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043
Attn: Assistant Superintendent for Business Affairs

CORPORATION:

Clay School Board Leasing Corporation
900 Walnut Street
Green Cove Springs, Florida 32043
Attn: Secretary/Treasurer

and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to:

UNDERWRITER:

Raymond James & Associates, Inc.
880 Carillon Parkway – Tower 3, 3rd Floor
St. Petersburg, Florida 33716
Attention: Rick W. Patterson, Managing Director – Public Finance

13. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof on behalf of the Board and the Corporation by their duly authorized officers, and shall be valid and enforceable at the time of such acceptance.

14. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

15. Florida Law Governs. The validity, interpretation, and performance of this Purchase Contract shall be governed by the laws of the State.

16. Entire Agreement. This Purchase Contract when accepted by the Board and the Corporation in writing as heretofore specified shall constitute the entire agreement between us.

17. Headings. The headings of the Sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be part hereof.

[Remainder of page intentionally left blank]

**SIGNATURE PAGE FOR CERTIFICATE PURCHASE CONTRACT FOR CERTIFICATES OF
PARTICIPATION, SERIES 2024**

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC., as
Underwriter

By: _____
Name: Rick W. Patterson
Title: Managing Director

SIGNATURE PAGE FOR CERTIFICATE PURCHASE CONTRACT FOR CERTIFICATES OF PARTICIPATION, SERIES 2024

Accepted as of the date hereof:

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

(SEAL)

By: _____
Name: Ashley Gilhousen
Its: Chair

Attest:

By: _____
Name: Michael Maine
Its: Secretary/Superintendent of Schools

Accepted as of the date hereof:

CLAY COUNTY SCHOOL BOARD
LEASING CORPORATION

By: _____
Name: Ashley Gilhousen
Its: President

Attest:

By: _____
Name: Michael Maine
Its: Secretary/Treasurer

APPENDIX A

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, AND PRICES

\$ _____ Serial Series 2024A Certificates

<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				

\$ _____ Serial Series 2024B Certificates

<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
2024				
2025				
2026				
2027				
2028				

APPENDIX B

PREPAYMENT PROVISIONS

\$ _____
CERTIFICATES OF PARTICIPATION
(School Board of Clay County, Florida Master
Lease Program), Series 2024A 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 Clay County, Florida

\$ _____
REFUNDING CERTIFICATES
OF PARTICIPATION
(School Board of Clay County, Florida Master
Lease Program), Series 2024B 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 Clay County, Florida

Optional Prepayment.

The Series 2024A Certificates maturing on or before July 1, 20__ shall not be subject to prepayment at the option of the Board. The Series 2024A Certificates maturing on or after July 1, 20__, may be prepaid at the option of the Board from prepayments of Basic Rent made by the Board pursuant to the Series 2024A Lease, in whole or in part on July 1, 20__ or any date thereafter and, if in part, in such order of maturities as may be designated by the Board, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal amount of the Series 2024A Certificates or portion thereof to be prepaid, plus accrued and unpaid interest thereon to the optional prepayment date, without premium.

The Series 2024B Certificates shall not be subject to prepayment at the option of the Board.

APPENDIX C

DISCLOSURE STATEMENT

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), hereby provides the following information in connection with the purchase on April __, 2024 of The School Board of Clay County, Florida (the "Board"), \$_____ Certificates of Participation (School Board of Clay County, Florida Master Lease Program), Series 2024A and \$_____ Refunding Certificates of Participation (School Board of Clay County, Florida Master Lease Program), Series 2024B (collectively, the "Certificates"):

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Certificates (totals may not add due to rounding):

<u>Underwriter's Expenses</u>	<u>Per \$1,000</u>	<u>Total</u>
Underwriter's Counsel		
IPREO		
CUSIP		
DTC		
New York Blue Sky Fee		
Miscellaneous		
Total		<hr/> <hr/>

2. Set forth below are the names, addresses, and estimated amounts of compensation of all "finders," as defined in Section 218.386, Florida Statutes, as amended, in connection with the issuance of the Certificates:

NONE

3. The amount of the underwriting discount expected to be realized by the Underwriter with respect to the Certificates is \$_____ (\$_____ per \$1,000), which includes the following:

	<u>Per \$1,000</u>	<u>Total</u>
Average Takedown		
Underwriter's Expenses		
Total		<hr/> <hr/>

4. No management fee is being received.

5. Set forth below are all fees, bonuses, and other compensation to be paid by the Underwriter in connection with the Certificate issue to any person not regularly employed or retained by them.

NONE

6. The name and address of the Underwriter is as follows:

Raymond James & Company, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716

7. We understand that you do not require additional disclosure information pursuant to Section 218.385(6), Florida Statutes, as amended.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure as of the date first written above.

RAYMOND JAMES & ASSOCIATES, INC., as
Underwriter

By: _____
Name: Rick W. Patterson
Title: Managing Director

APPENDIX D

TRUTH-IN-BONDING STATEMENT

April __, 2024

The School Board of Clay County, Florida
Green Cove Springs, Florida

Clay School Board Leasing Corporation
Green Cove Springs, Florida

Re:

\$ _____

CERTIFICATES OF PARTICIPATION
(School Board of Clay County, Florida Master
Lease Program), Series 2024A 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 Clay County, Florida

\$ _____

REFUNDING CERTIFICATES
OF PARTICIPATION
(School Board of Clay County, Florida Master
Lease Program), Series 2024B 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 Clay County, Florida

Ladies and Gentlemen:

In connection with the proposed issuance of the Certificates referenced-above, Raymond James & Associates, Inc. (the "Underwriter") is underwriting a public offering of the Certificates pursuant to the Certificate Purchase Contract, dated April __, 2024, between the Underwriter, the Corporation, and the Board (the "Purchase Contract").

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

1. The Board is proposing to issue \$ _____ of the Series 2024A Certificates for the purpose of providing funds sufficient to (i) finance (including through reimbursement) the acquisition, construction and lease-purchase of the Series 2024A Project and (ii) pay certain costs of issuance with respect to the Series 2024A Certificates and \$ _____ of the Series 2024B Certificates for the purpose of providing funds sufficient to (i) prepay all of the Board's outstanding Certificates of Participation, Series 2012, Certificates of Participation, Series 2014 and Certificates of Participation, Series 2017 (collectively, the "Refunded Certificates"), and (ii) to pay certain costs and expenses associated with the issuance of the Series 2024B Certificates.

2. The Certificates are expected to be repaid over a period of approximately __ years. At a true interest cost rate of approximately __%, total interest paid over the life of the debt or obligation will be \$ _____.

3. The source of repayment for the Certificates is legally available revenues specifically appropriated by the Board for such purpose. Based solely upon the assumptions set forth in 1 above, assuming annual appropriation by the Board, the issuance of the Certificates will result in an average of \$_____ of the Board's legally available revenues not being available to finance other services of the Board each year for ____ years.

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Certificates.

RAYMOND JAMES & ASSOCIATES, INC., as
Underwriter

By: _____
Name: Rick W. Patterson
Title: Managing Director

APPENDIX E

\$ _____
CERTIFICATES OF PARTICIPATION
(School Board of Clay County, Florida Master Lease Program), Series 2024A 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 Clay County, Florida

\$ _____
REFUNDING CERTIFICATES
OF PARTICIPATION
(School Board of Clay County, Florida Master Lease Program), Series 2024B 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 Clay County, Florida

ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

The undersigned, on behalf of Raymond James & Associates, Inc. (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Certificates").

1. ***Sale of the Certificates.*** As of the date of this certificate, for each General Rule Maturity of the Certificates, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule B.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Certificates listed in Schedule A hereto as the "General Rule Maturities."

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Certificates listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (April __, 2024), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) ***Issuer*** means The School Board of Clay County, Florida.

(e) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is April __, 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

[Signature page to follow]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Special Counsel in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Certificates. The representations set forth herein are not necessarily based on personal knowledge of the undersigned and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriter.

RAYMOND JAMES & ASSOCIATES, INC., as
Underwriter

By: _____
Name: James A. Wright
Title: Managing Director – Municipal Underwriting

Dated: [closing date]

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

<u>Series</u>	<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
---------------	------------------------------	-----------------------------	--------------------------	--------------	--------------

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

<u>Series</u>	<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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SCHEDULE B

PRICING WIRES OR EQUIVALENT COMMUNICATION

EXHIBIT D
FORM OF ESCROW DEPOSIT AGREEMENT

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
acting as the governing body of the
School District of Clay County, Florida

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT
(SERIES 2012 AND SERIES 2014 CERTIFICATES)

Dated as of [Closing Date], 2024

THIS ESCROW DEPOSIT AGREEMENT (SERIES 2012 AND SERIES 2014 CERTIFICATES) (this “Agreement”) made and entered into on [Closing Date], 2024, by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (the “School Board”), acting as the governing body of the School District of Clay County, Florida (the “District”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Jacksonville, Florida, as escrow agent (the “Escrow Agent”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Master Trust Agreement dated as of May 15, 1997 (the “Master Trust Agreement”), as supplemented by the Series 2012 Supplemental Trust Agreement dated as of June 1, 2012 (the “Series 2012 Supplemental Trust Agreement”), and as supplemented by the Series 2014 Supplemental Trust Agreement dated as of December 18, 2014 (the “Series 2014 Supplemental Trust Agreement”), each by and among the School Board, Clay School Board Leasing Corporation, a not-for-profit corporation of the State of Florida (the “Corporation”) and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee (in such capacity, the “Trustee”).

WITNESSETH:

WHEREAS, the School Board, the Corporation and the Trustee have entered into a Master Lease Purchase Agreement dated as of May 15, 1997, as the same may be amended and supplemented from time to time (the “Master Lease”); and

WHEREAS, the School Board, the Corporation and the Trustee have entered into Second Amended and Restated Lease Schedule No. 1997 dated December 18, 2014 (the Master Lease, as so amended and restated, the “Series 1997 Lease”); and

WHEREAS, the School Board, the Corporation and the Trustee have entered into Amended Lease Schedule No. 2003 dated of June 29, 2012 (the Master Lease, as so amended and restated, the “Series 2003 Lease”); and

WHEREAS, the School Board, the Corporation and the Trustee have entered into Amended and Restated Lease Schedule No. 2005 dated as of December 28, 2014 (the Master Lease, as so amended and restated, the “Series 2005 Lease”); and

WHEREAS, the School Board, the Corporation and the Trustee have entered into Second Amended and Restated Lease Schedule No. 2008 dated as of April 1, 2024 (the Master Lease, as so amended and restated, the “Series 2008 Lease”); and

WHEREAS, the Corporation assigned substantially all of its interest in each of the Series 1997 Lease, the Series 2003 Lease, the Series 2005 Lease and the Series 2008 Lease to the Trustee pursuant to assignment agreements and supplemental assignment agreements relating thereto; and

WHEREAS, the Master Trust Agreement provides for the issuance of series of Certificates of Participation to the public from time to time, representing undivided proportionate interests in the principal portion and interest portion of the basic rent payments to be made by the School

Board under the Master Lease and the Schedule or Schedules relating to such series of Certificates; and

WHEREAS, pursuant to the provisions of Section 4.06 of the Master Lease and Section 4.13 of the Master Trust Agreement, the Corporation and the School Board may direct the Trustee to issue refunding Certificates; and

WHEREAS, pursuant to the Master Trust Agreement, as supplemented by the Series 2012 Supplemental Trust Agreement, \$24,930,000 aggregate principal amount of refunding Certificates of Participation, Series 2012 (the “Series 2012 Certificates”) were issued to refinance a portion of the obligations of the School Board under the Series 2003 Lease and the Series 2008 Lease; and

WHEREAS, pursuant to the Master Trust Agreement, as supplemented by the Series 2014 Supplemental Trust Agreement, \$17,540,000 aggregate principal amount of refunding Certificates of Participation, Series 2014 (the “Series 2014 Certificates”) were issued to refinance a portion of the obligations of the School Board under the Series 1997 Lease and the Series 2005 Lease; and

WHEREAS, all payments due under the Series 1997 Lease have been made by the School Board and such lease has been terminated; and

WHEREAS, the School Board has determined that it is in the best interest of the District to: (i) restructure all of its obligations under the Series 2003 Lease and the Series 2008 Lease, by refunding the outstanding Series 2012 Certificates (the “Refunded Series 2012 Certificates”), currently outstanding in the aggregate principal amount of \$10,420,000, as more particularly described in **Schedule A-1** attached hereto and (ii) restructure all of its obligations under the Series 2005 Lease by refunding the outstanding Series 2014 Certificates, currently outstanding in the aggregate principal amount of \$9,912,000, as more particularly described in **Schedule A-2** attached hereto (the “Refunded Series 2014 Certificates” and, collectively with the Refunded Series 2012 Certificates, the “Refunded Certificates”), through the amendment and restatement of the Series 2008 Lease, and the issuance of refunding Certificates of Participation, Series 2024B; and

WHEREAS, on April 4, 2024, the School Board adopted a resolution approving the issuance of the Series 2024B Certificates, and authorizing the execution and delivery of a Second Amended and Restated Lease Schedule No. 2008, a Series 2024B Supplemental Trust Agreement and this Agreement; and

WHEREAS, a portion of the proceeds derived from the sale of the Series 2024B Certificates, together with other legally available moneys, will be applied to the purchase of Government Obligations (as such term is hereinafter defined), which principal amount of Government Obligations will mature and produce investment income and earnings at such times and in such amounts as will be sufficient, together with cash held uninvested, if any, to pay the unpaid Basic Rent Payments represented by the Refunded Certificates to their respective maturities or Prepayment Dates (as hereinafter defined) and to pay the Prepayment Price of the Refunded

Certificates on the respective Prepayment Dates, as more particularly described in **Schedule C** attached hereto; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited hereunder, the maturing principal amount of the Government Obligations purchased therewith, and investment income and earnings derived therefrom, to the payment of the Refunded Certificates, it is necessary for the School Board to enter into this Agreement with the Escrow Agent;

NOW, THEREFORE, the School Board, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment when due on their respective Payment Dates of the Basic Rent Payments represented by the Refunded Certificates according to their tenor and effect, does by these presents hereby warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, unto the Escrow Agent and to its successors in the escrow hereby created, and to it and its assigns forever, all and singular the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to \$_____ derived from the proceeds of the Series 2024B Certificates allocable to the Refunded Series 2012 Certificates and \$_____ from other legally available moneys and deposited with the Escrow Agent pursuant to Section 301 of the Series 2024B Supplemental Trust Agreement upon issuance and delivery of the Series 2024B Certificates and execution and delivery of this Agreement.

All right, title and interest in and to \$_____ derived from the proceeds of the Series 2024B Certificates allocable to the Refunded Series 2014 Certificates and \$_____ from other legally available moneys and deposited with the Escrow Agent pursuant to Section 301 of the Series 2024B Supplemental Trust Agreement upon issuance and delivery of the Series 2024B Certificates and execution and delivery of this Agreement.

DIVISION II

All right, title and interest in and to (i) the Government Obligations described in Schedule B-1 and Schedule B-2 attached hereto and made a part hereof, and (ii) any Substituted Securities, as defined in Section 2.5 hereof, together with the income and earnings thereon.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the School Board or by anyone on its behalf to the Escrow Agent for the benefit of the Refunded Certificates.

DIVISION IV

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, by the School Board or by anyone on its behalf, be subject to the pledge hereof.

TO HAVE AND TO HOLD, all and singular, the Escrowed Funds (as such term is hereinafter defined) for each of the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates, including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in escrow, however, for the benefit and security of the holders from time to time of the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates, respectively, but if the Basic Rent Payments represented by the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates shall be fully and promptly paid when due in accordance with the terms thereof, then this Agreement as to the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates, shall be and become void and of no further force and effect with respect to such series of Refunded Certificates; otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Series 2024B Trust Agreement.

“Escrowed Funds” shall mean the property, rights and interests described or referred to under Divisions I through IV above held separately for the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates.

“Government Obligations” shall mean any obligations which as to both principal and interest constitute non-callable direct obligations of, or non-callable obligations the timely payment of which is fully and unconditionally guaranteed by, the full faith and credit of the United States of America, including bonds or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America to the extent the timely payment of the principal of and interest on which is unconditionally guaranteed by the full faith and credit of the United States of America.

“Maturity Date” shall mean 2028 and 2027 with respect to the Refunded Series 2012 Certificates and Refunded Series 2014 Certificates, respectively.

“Prepayment Date” shall mean August 28, 2024 with respect to the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates.

“Prepayment Price” shall mean an amount equal to the principal portion of Basic Rent Payments represented by the Refunded Certificates to be prepaid on the Prepayment Date, plus accrued interest thereon, and premium if any.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT OF THE ESCROW DEPOSIT FUND; FLOW OF FUNDS

SECTION 2.1 Creation of the Series 2012 Escrow Deposit Fund and the Series 2014 Escrow Deposit Fund and Deposit of Moneys. There are hereby created and established with the Escrow Agent special and irrevocable escrow funds designated, the “Series 2012 Escrow Deposit Fund” and the “Series 2014 Escrow Deposit Fund,” to be held by the Escrow Agent and accounted for separate and apart from each other and from other funds of the School Board and, to the extent required by law, of the Escrow Agent, whether in its capacity as Trustee under the Master Trust Agreement or otherwise.

Concurrently with the delivery of this Agreement, the School Board herewith deposits or causes to be deposited with the Escrow Agent and the Escrow Agent acknowledges receipt of immediately available funds for deposit in:

- (a) the Series 2012 Escrow Deposit Fund the amount of \$_____, consisting of \$_____ derived from the proceeds of the Series 2024B Certificates and \$_____ of other legally available moneys, which, based solely on the Verification Report of [Verification Agent] dated [Closing Date], 2024 (the “Verification Report”), the School Board represents, when invested in the Government Obligations listed in Schedule B-1 attached hereto, together with \$_____ held uninvested, will provide moneys sufficient to pay as the same become due on each Payment Date, if any, the Basic Rent Payments represented by, and on the Prepayment Date the Prepayment Price of, the Refunded Series 2012 Certificates, as set forth in Schedule C attached hereto and made a part hereof, and
- (b) the Series 2014 Escrow Deposit Fund the amount of \$_____ consisting of \$_____ derived from the proceeds of the Series 2024B

Certificates and \$ _____ of other legally available moneys, which, based solely on the Verification Report, the School Board represents, when invested in the Government Obligations listed in Schedule B-2 attached hereto, together with \$ _____ held uninvested, will provide moneys sufficient to pay as the same become due on each Payment Date, if any, the Basic Rent Payments represented by, and on the Prepayment Date the Prepayment Price of, the Refunded Series 2014 Certificates, as set forth in Schedule C attached hereto and made a part hereof.

SECTION 2.2 Payment of Refunded Series 2012 Certificates and Refunded Series 2014 Certificates. (a) The amounts recited in paragraph (a) of Section 2.1 of this Agreement will be sufficient to purchase \$ _____ par amount of Government Obligations, all as listed in Schedule B-1 attached hereto and made a part hereof, which, together with \$ _____ held uninvested in the 2012 Escrow Deposit Fund will, based upon the opinion of the Verification Agent, mature in the principal amounts and earn income at such times, so that sufficient moneys will be available to pay, as the same become due on each Payment Date therefor (if any), all Basic Rent Payments represented by, and on the Prepayment Date, the Prepayment Price of, the Refunded Series 2012 Certificates. Notwithstanding the foregoing, if the amounts deposited in the Series 2012 Escrow Deposit Fund are insufficient to make said payments, the School Board shall deposit into the Series 2012 Escrow Deposit Fund the amount of any deficiency immediately upon notice from the Escrow Agent, but only on a basis subordinate to the payment of the Series 2024B Certificates.

(b) The amounts recited in paragraph (b) of Section 2.1 of this Agreement will be sufficient to purchase \$ _____ par amount of Government Obligations, all as listed in Schedule B-2 attached hereto and made a part hereof, which, together with \$ _____ held uninvested in the 2014 Escrow Deposit Fund will, based upon the opinion of the Verification Agent, mature in the principal amounts and earn income at such times, so that sufficient moneys will be available to pay, as the same become due on each Payment Date therefor (if any), all Basic Rent Payments represented by, and on the Prepayment Date, the Prepayment Price of, the Refunded Series 2014 Certificates. Notwithstanding the foregoing, if the amounts deposited in the Series 2014 Escrow Deposit Fund are insufficient to make said payments, the School Board shall deposit into the Series 2014 Escrow Deposit Fund the amount of any deficiency immediately upon notice from the Escrow Agent, but only on a basis subordinate to the payment of the Series 2024B Certificates.

SECTION 2.3 Irrevocable Escrow Created. The deposit of moneys and Government Obligations or other property hereunder in the Series 2012 Escrow Deposit Fund and the Series 2014 Escrow Deposit Fund shall constitute an irrevocable deposit of said moneys and Government Obligations and other property hereunder for the benefit of the holders of the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates, respectively, subject to the provisions of this Agreement. The holders of the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates shall, subject to the provisions of this Agreement, have an express lien on all moneys and principal of and earnings on the Government Obligations and other property in the Series 2012 Escrow Deposit Fund and the Series 2014 Escrow Deposit Fund, respectively. The

moneys deposited in the Series 2012 Escrow Deposit Fund and the Series 2014 Escrow Deposit Fund, and the matured principal of the Government Obligations and other property hereunder and the interest thereon shall be held in escrow by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth, for the payment of the principal and interest portions represented by the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates, respectively, as the same become due and payable on each Payment Date therefor as specifically set forth in Schedule C hereto.

SECTION 2.4 Purchase of Government Obligations. The Escrow Agent is hereby directed to immediately purchase the Government Obligations listed on Schedule B-1 and Schedule B-2. The Escrow Agent shall purchase the Government Obligations solely from the moneys deposited in the Series 2012 Escrow Deposit Fund and the Series 2014 Escrow Deposit Fund, all as provided in Section 2.1 hereof. The Escrow Agent shall apply the moneys deposited in the Series 2012 Escrow Deposit Fund and the Series 2014 Escrow Deposit Fund and the Government Obligations purchased therewith, together with all income or earnings thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Government Obligations held hereunder or to sell, transfer or otherwise dispose of the Government Obligations held hereunder except as provided in this Agreement, nor shall the Escrow Agent have any liability with respect to such investments, including, without limitation, any losses or taxes thereon.

SECTION 2.5 Substitution of Certain Government Obligations.

2.5.1 At the written direction of the School Board, the Escrow Agent shall accept in substitution for all or a portion of the Government Obligations listed in Schedule B-1 and Schedule B-2, Government Obligations (the "Substituted Securities"), the principal of and interest on which, together with any Government Obligations listed in Schedule B-1 and Schedule B-2 for which no substitution is made, will meet the requirements of payment of all Basic Rent Payments represented by the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates as set forth in Schedule C hereof. The foregoing notwithstanding, the substitution of Substituted Securities for any of the Government Obligations listed in Schedule B-1 and Schedule B-2 may be effected only upon compliance with Section 2.5.2(a) and (b) below.

2.5.2 At the written direction of the School Board at any time during the term of this Agreement, and provided that substituted Government Obligations are made available to the Escrow Agent, the Escrow Agent shall, upon receipt of the opinion and verification required by (a) and (b) respectively below, sell, transfer, exchange or otherwise dispose of, or request the redemption of, all or a portion of the Government Obligations then held in the Series 2012 Escrow Deposit Fund and/or the Series 2014 Escrow Deposit Fund, and shall substitute for such Government Obligations other Government Obligations, designated by the School Board, and acquired by the Escrow Agent with the proceeds derived from the sale, transfer, disposition, redemption of, or by the exchange of, such Government Obligations held in the Series 2012 Escrow Deposit Fund and/or the Series 2014 Escrow Deposit Fund, as applicable:

(a) The Escrow Agent shall have received an opinion of nationally recognized counsel in the field of law relating to municipal bonds stating that such substitution complies with this Agreement and will not adversely affect the exclusion from gross income for federal income tax purposes of the portion of the Basic Rent Payments designated as interest and represented by the Refunded Certificates and the Series 2024B Certificates and is not inconsistent with the statutes and regulations applicable to the Refunded Certificates and the Series 2024B Certificates; and

(b) The Escrow Agent shall have received verification from a nationally recognized independent certified public accountant or firm of accountants stating that the principal of and interest on the substituted Government Obligations, together with any Government Obligations and a stated dollar amount of cash remaining in the Series 2012 Escrow Deposit Fund and/or the Series 2014 Escrow Deposit Fund, if any, as applicable, will be sufficient without reinvestment, to pay the remaining Basic Rent Payments represented by the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates, respectively, as set forth in Schedule C hereof.

Notwithstanding anything to the contrary contained in this Agreement, any moneys resulting from the sale, transfer, disposition or redemption of the Government Obligations held hereunder and the substitution therefor of other Government Obligations which, based on the foregoing verification, are not necessary for the payment of Basic Rent Payments represented by the Refunded Certificates, shall be transferred to the School Board.

The Escrow Agent may conclusively rely on all specific directions in this Agreement in the investment or reinvestment of the Series 2012 Escrow Deposit Fund and the Series 2014 Escrow Deposit Fund. The Escrow Agent shall be under no duty to inquire whether the Government Obligations as deposited in the Series 2012 Escrow Deposit Fund or the Series 2014 Escrow Deposit Fund are properly invested under the Code.

SECTION 2.6 Transfers from the Escrow Deposit Funds. As the principal of the Government Obligations set forth in Schedule B-1 and Schedule B-2 shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall, no later than the due dates for the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates, as specified in Schedule C hereof, transfer to itself as the paying agent for the Refunded Certificates from the Series 2012 Escrow Deposit Fund and the Series 2014 Escrow Deposit Fund, amounts sufficient to pay the Basic Rent Payments represented by the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates, as specified in Schedule C hereof.

SECTION 2.7 Transfer of Funds After All Payments Required by this Agreement are Made. After all of the transfers by the Escrow Agent for payment of the Basic Rent Payments represented by the Refunded Series 2012 Certificates have been made as specified in Schedule C, all remaining moneys and securities, together with any income and interest thereon, in the Series 2012 Escrow Deposit Fund, shall be transferred to the School Board and after all of the transfers by the Escrow Agent for payment of the Basic Rent Payments represented by the Refunded Series

2014 Certificates have been made as specified in Schedule C, all remaining moneys and securities, together with any income and interest thereon, in the Series 2014 Escrow Deposit Fund, shall be transferred to the School Board; provided, however, that no such transfers (except transfers made in accordance with Section 2.6 hereof) shall be made until all of the Basic Rent Payments represented by the Refunded Series 2012 Certificates or the Refunded Series 2014 Certificates, as the case may be, have been paid.

SECTION 2.8 Notice of Defeasance. The Escrow Agent is hereby irrevocably instructed by the School Board to, as soon as practicable after the issuance of the Series 2024B Certificates, but in any event within 30 days after such date, cause to be mailed to the registered owners of the Refunded Series 2012 Certificates and the Refunded Series 2014 Certificates, in accordance with the provisions of Section 12.01(e) of the Master Trust Agreement, a notice substantially in the form attached hereto as Schedules D-1 and D-2, respectively.

SECTION 2.9 Notice of Prepayment. The School Board elects to prepay, pursuant to Section 4.06 of the Master Lease, the principal portion of the Basic Rent Payments represented by the Refunded Certificates on the Prepayment Date and the Escrow Agent is irrevocably instructed by the School Board to mail to the registered owners of the Refunded Certificates, not less than 30 days before their Prepayment Date, a notice of prepayment in accordance with the requirements set forth in Section 5.03 of the Master Trust Agreement.

ARTICLE III

CONCERNING THE ESCROW AGENT

SECTION 3.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement on the part of the Escrow Agent.

SECTION 3.2 Liability of Escrow Agent.

3.2.1 The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the securities and the earnings thereon to pay the Refunded Certificates. So long as the Escrow Agent applies any moneys, securities and interest earnings therefrom to pay the Refunded Certificates as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Certificates caused by such calculations.

3.2.2 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the Series 2012 Escrow Deposit Fund or the Series 2014 Escrow Deposit Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Agreement.

3.2.3 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from its actions or omissions to act hereunder, except for any loss or damage arising out of its own negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in good faith in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by the School Board. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 3.3 Fees, Expenses and Indemnification.

3.3.1 The School Board shall pay to the Escrow Agent for its performance hereunder: (a) such compensation as may mutually be agreed upon in writing; and (b) its reasonable out-of-pocket expenses (including counsel fees, costs and expenses) incurred in connection with this Agreement.

3.3.2 To the extent permitted by law, the School Board shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees, costs and expenses) and liabilities of any and every nature which the Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent hereunder without bad faith, negligence or willful misconduct. At any time, the Escrow Agent may apply to the School Board for written instructions with respect to any matter arising under this Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably necessary, consult counsel to the School Board or its own counsel, at the expense of the School Board, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to the School Board or its own counsel.

SECTION 3.4 Permitted Acts. The Escrow Agent and its affiliates may become the owners of or may deal in the Series 2024B Certificates as fully and with the same rights as if it were not the Escrow Agent.

SECTION 3.5 Applicability of Trust Agreement. The rights, privileges, benefits, protections, and immunities of Article IX of the Trust Agreement shall be equally available and applicable to the Trustee as Escrow Agent hereunder, all as if such rights, privileges, benefits, protections and immunities were set forth herein.

ARTICLE IV

MISCELLANEOUS

SECTION 4.1 Amendments to this Agreement. This Agreement is made for the benefit of the School Board and the holders from time to time of the Refunded Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the School Board; provided, however, that the School Board and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Certificates any additional rights, remedies or powers that may lawfully be granted to or conferred upon the Escrow Agent; and
- (c) to obtain a new rating or ratings of one or more Series of the Refunded Certificates by one or more Rating Agencies.

The Escrow Agent shall be entitled to conclusively rely upon an unqualified opinion of a nationally recognized counsel in the field of law relating to municipal bonds with respect to compliance with this Section.

SECTION 4.2 Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the School Board or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 4.3 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the School Board or by or on behalf of the Escrow

Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.4 Termination, Resignation and Removal of Escrow Agent.

4.4.1 This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. The provisions of Sections 3.2, 3.3 and 3.5 of this Agreement shall survive the termination of this Agreement.

4.4.2 The Escrow Agent may evidence its intent to resign by giving written notice to the School Board. Such resignation shall take effect only upon delivery of the Escrowed Funds to a successor Escrow Agent designated in writing by the School Board (the School Board hereby agreeing to designate such successor Escrow Agent within a reasonable period of time), and the Escrow Agent shall thereupon be discharged from all obligations under this Agreement and shall have no further duties or responsibilities in connection herewith. The Escrow Agent shall deliver the Escrowed Funds without unreasonable delay after receiving the School Board's designation of a successor Escrow Agent and upon payment of all of its fees and expenses. Notwithstanding the foregoing, the Trustee and the Escrow Agent shall always be the same entity.

4.4.3 If after thirty (30) days from the date of delivery of its written notice of intent to resign the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent's sole responsibility shall be in its sole discretion either to retain custody of the Escrowed Funds and apply the Escrowed Funds in accordance with this Agreement without any obligation to reinvest any part of the Escrowed Funds until it receives such designation, or to apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection herewith.

SECTION 4.5 Execution by Counterparts and Electronically Signed and/or Transmitted Documents. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. Executed counterparts of this Agreement with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via an electronic signature provider may be used in the place of original signatures on this Agreement, as set forth in Section 668.50, Florida Statutes. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Agreement and any other certificates executed in connection with this Agreement. The parties to this hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Agreement.

SECTION 4.6 Brokerage. The School Board acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the School Board the right to received individual confirmations of security transactions at no additional costs, as they occur, the School Board specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the School Board periodic cash transaction statements that include detail for all investment transaction made by the Escrow Agent hereunder.

SECTION 4.7 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing:

(a) if to the School Board, at:

The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043
Attention: Assistant Superintendent-Business Affairs

(b) if to the Escrow Agent, at:

U.S. Bank Trust Company, National Association
6410 Southpoint Parkway, Suite 200
Jacksonville, Florida 32216
Attention: Corporate Trust Department

SECTION 4.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Deposit Agreement to be executed by their duly authorized officials and officers and the seal of the School Board to be hereunto affixed and attested as of the date first above written.

(SEAL)

**THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

ATTEST:

David S. Broskie
Secretary

By: _____
Ashley Hutchings Gilhousen
Chair

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Escrow
Agent**

By: _____
Vicki Bellamy
Vice President

[SERIES 2012 AND SERIES 2014 ESCROW DEPOSIT AGREEMENT]

SCHEDULE A-1

Refunded Series 2012 Certificates

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Prepayment Date</u>
2024	\$3,500,000	5.00%	August 28, 2024
2025	3,670,000	3.50	August 28, 2024
2026	635,000	3.75	August 28, 2024
2027	665,000	4.00	August 28, 2024
2028	1,950,000	4.00	August 28, 2024
	<u>\$10,420,000</u>		

SCHEDULE A-2

Refunded Series 2014 Certificates

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Prepayment Date</u>
<u>2024</u>	<u>\$ 604,000</u>	<u>2.79%</u>	<u>August 28, 2024</u>
<u>2025</u>	<u>617,000</u>	<u>2.79</u>	<u>August 28, 2024</u>
<u>2026</u>	<u>4,287,000</u>	<u>2.79</u>	<u>August 28, 2024</u>
<u>2027</u>	<u>4,404,000</u>	<u>2.79</u>	<u>August 28, 2024</u>
	\$9,912,000		

SCHEDULE B-1

**Investment of Series 2024B Certificate Proceeds and Other Legally Available Revenues
For Refunded Series 2012 Certificates**

U.S. Government Securities	Principal Amount	Maturity Date	Interest Rate
SLGS – Certificate	\$	August 28, 2024	%
SLGS – Certificate	\$	August 28, 2024	%
SLGS – Certificate	\$	August 28, 2024	%
SLGS – Certificate	\$	August 28, 2024	%
	\$		

\$_____ held uninvested.

SCHEDULE B-2

**Investment of Series 2024B Certificate Proceeds and Other Legally Available Revenues
For Refunded Series 2014 Certificates**

U.S. Government Securities	Principal Amount	Maturity Date	Interest Rate
SLGS – Certificate	\$ _____	August 28, 2024	%
SLGS – Certificate	_____	August 28, 2024	%
SLGS – Certificate	_____	August 28, 2024	%
	\$ _____		

\$ _____ held uninvested.

SCHEDULE C

**Schedule of Payments
Represented by Refunded Series 2012 Certificates**

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Total</u>
	\$	\$	\$

**Schedule of Payments
Represented by Refunded Series 2014 Certificates**

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Total</u>
	\$	\$	\$

SCHEDULE D-1

**Form of Notice of Defeasance
For Refunded Series 2012 Certificates**

**The School Board of Clay County, Florida
Certificates of Participation, Series 2012**

Maturing on July 1, 2024 through July 1, 2028, Evidencing Undivided Interests of the Owners Thereof in Basic Rent Payments to be Made Under a Master Lease-Purchase Agreement by The School Board of Clay County, Florida

Maturity Date (July 1)	Principal Amount	Interest Rate	Original Cusip Number
2024	\$3,500,000	5.00%	183253EV1
2025	3,670,000	3.50	183253EW9
2026	635,000	3.75	183253EX7
2027	665,000	4.00	183253EY5
2028	1,950,000	4.00	183253EZ2

NOTICE IS HEREBY GIVEN that for the payment of all Basic Rent Payments represented by the obligations indicated above (the "Refunded Series 2012 Certificates"), there has been deposited in escrow with U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as escrow agent, moneys consisting of refunding certificate proceeds which have been invested in obligations consisting of securities which are direct obligations of, or obligations which are fully and unconditionally guaranteed by, the United States of America.

The scheduled payments to be received from such securities, together with the interest income therefrom, have been calculated to be adequate to pay the principal portion and interest portion due, and to become due with respect to the Refunded Series 2012 Certificates on August 28, 2024, the Prepayment Date thereof.

The Refunded Series 2012 Certificates are deemed to have been paid within the meaning of Section 5.04(b) of the Master Trust Agreement dated as of May 15, 1997, as amended and supplemented, under which the Refunded Series 2012 Certificates were issued and secured.

Dated this ___ day of April, 2024.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Escrow Agent**

SCHEDULE D-2

**Form of Notice of Defeasance
For Refunded Series 2014 Certificates**

**The School Board of Clay County, Florida
Certificates of Participation, Series 2014**

Maturing on July 1, 2027, Evidencing Undivided Interests of the Owners Thereof in Basic Rent Payments to be Made Under a Master Lease-Purchase Agreement by The School Board of Clay County, Florida

Maturity Date (July 1)	Original Principal Amount	Interest Rate
2024	\$ 604,000	2.79%
2025	617,000	2.79
2026	4,287,000	2.79
2027	4,404,000	2.79

NOTICE IS HEREBY GIVEN that for the payment of all Basic Rent Payments represented by the obligations indicated above (the "Refunded Series 2014 Certificates"), there has been deposited in escrow with U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as escrow agent, moneys consisting of refunding certificate proceeds which have been invested in obligations consisting of securities which are direct obligations of, or obligations which are fully and unconditionally guaranteed by, the United States of America.

The scheduled payments to be received from such securities, together with the interest income therefrom, have been calculated to be adequate to pay the principal portion and interest portion due, and to become due with respect to the Refunded Series 2014 Certificates on August 28, 2024, the Prepayment Date thereof.

The Refunded Series 2014 Certificates are deemed to have been paid within the meaning of Section 5.04(b) of the Master Trust Agreement dated as of May 15, 1997, as amended and supplemented, under which the Refunded Series 2014 Certificates were issued and secured.

Dated this ___ day of April, 2024.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Escrow Agent**

EXHIBIT E

FORM OF SECOND AMENDMENT TO SERIES 2008 GROUND LEASE

SECOND AMENDMENT TO GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT (hereinafter referred to as this “Amendment”) is made and entered into as of May 1, 2024, by and between the **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a school board duly organized and existing under the laws of the State of Florida (the “Board”), as lessor, acting as the governing body of the Clay County School District, and the **CLAY SCHOOL BOARD LEASING CORPORATION**, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, having an office at 900 Walnut Street, Green Cove Springs, Florida 32043 (the “Corporation”), as lessee.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Ground Lease Agreement dated July 31, 2008 (the “Original Agreement”) between the Board and the Corporation.

SECTION 1. The Board and the Corporation have participated in the issuance of the Series 2024B Certificates under and as defined in the Series 2024B Supplemental Trust Agreement, dated May 1, 2024 among the Board, the Corporation and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association and First Union National Bank of Florida), as trustee (the “Trustee”). A portion of the proceeds of the Series 2024B Certificates have been used to refund and defease the Series 2012 Certificates, the Series 2014 Certificates and the Series 2017 Certificates.

SECTION 2. All references in the Original Agreement to the “Series 2008 Certificates” shall hereafter be deemed to be references to the “Series 2024B Certificates.”

SECTION 3. The Corporation affirms the representations and warranties made by it pursuant to Section 3 of the Original Agreement.

SECTION 4. The Board and the Corporation have entered into Second Amended and Restated Lease Schedule No. 2008. The Corporation agrees that the assignment of Lease Schedule No. 2008 contained in the Fourth Supplemental Assignment of Lease Agreement, dated July 31, 2008, between it and the Trustee remains in effect and encompasses Lease Schedule No. 2008 as amended and restated by Second Amended and Restated Lease Schedule No. 2008.

SECTION 5. Except as modified hereby, the Original Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Board and the Corporation have caused this Second Amendment to Ground Lease Agreement to be executed in duplicate, either of which may be considered an original, the day and year first above written.

CLAY SCHOOL BOARD LEASING CORPORATION, as Lessor

By: _____
Ashley Hutchings Gilhousen
President

ATTEST:

By: _____
David S. Broskie
Secretary

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, as Lessor

By: _____
Ashley Hutchings Gilhousen
Chair

ATTEST:

By: _____
David S. Broskie
Secretary

U.S. Bank Trust Company, National Association, as Trustee, and as assignee of the Original Agreement and Second Amended and Restated Lease Schedule No. 2008, consents to the foregoing amendment.

**U.S. BANK TRUST COMPANY NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vicki B. Bellamy
Vice President

EXHIBIT F
FORM OF PRELIMINARY OFFERING STATEMENT

PRELIMINARY OFFERING STATEMENT DATED APRIL __, 2024
NEW ISSUE – BOOK ENTRY ONLY

Ratings: See "RATINGS" herein

In the opinion of Greenberg Traurig, P.A., Special Counsel, assuming continuing compliance with certain tax covenants and the accuracy of certain representations of the Board, under existing statutes, regulations, rulings and court decisions, the portion of the Basic Rent Payments designated and paid as interest to the Series 2024 Certificate holders will be excludable from gross income for federal income tax purposes; and, further, the portion of the Basic Rent Payments designated and paid as interest to the Series 2024 Certificate holders will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code") on applicable corporations (as defined in Section 59(k) of the Code), the portion of the Basic Rent Payments designated and paid as interest to the owners of the Series 2024 Certificates is not excluded from the determination of adjusted financial statement income. No opinion is expressed with respect to the federal income tax consequences of any payments received with respect to the Series 2024 Certificates following termination of the Master Lease as a result of non-appropriation of funds or the occurrence of an event of default thereunder. See "TAX TREATMENT" herein for a description of certain other federal tax consequences of ownership of the Series 2024 Certificates. Special Counsel is further of the opinion that the Series 2024 Certificates and the portion of the Basic Rent Payments designated and paid as interest to the owners of the Series 2024 Certificates will not be subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined therein; provided, however, that no opinion is expressed with respect to tax consequences under the laws of the State of Florida of any payments received with respect to the Series 2024 Certificates following termination of the Master Lease as a result of non-appropriation of funds or the occurrence of an event of default thereunder.

\$ _____ *

CERTIFICATES OF PARTICIPATION
(School Board of Clay County, Florida Master
Lease Program), Series 2024A
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 Clay County, Florida

Dated: Date of Delivery

\$ _____ *

REFUNDING CERTIFICATES
OF PARTICIPATION
(School Board of Clay County, Florida Master
Lease Program), Series 2024B
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
Clay County, Florida

Due: July 1, as shown on inside cover hereof

The referenced Certificates of Participation, Series 2024A (the "Series 2024A Certificates") and Refunding Certificates of Participation, Series 2024B (the "Series 2024B Certificates" and, together with the Series 2024A Certificates, the "Series 2024 Certificates") offered hereby are a part of the Master Lease-Purchase Program of The School Board of Clay County, Florida (the "Board") pursuant to which the Board may, from time to time, lease-purchase certain educational facilities and sites. See "THE MASTER LEASE-PURCHASE PROGRAM"

and "THE TRANSACTION PROJECTS" herein. The Series 2024A Certificates evidence undivided proportionate interests in Basic Rent Payments (as defined herein) to be made by the Board, acting as the governing body of the School District of Clay County, Florida (the "District"), pursuant to a Master Lease-Purchase Agreement with the Clay School Board Leasing Corporation (the "Corporation"), dated as of May 15, 1997, as amended and supplemented (the "Master Lease"), as supplemented by Lease Schedule No. 2024A, dated as of May 1, 2024 (together with the Master Lease, the "Series 2024A Lease"), providing for the lease purchase financing and refinancing of the Series 2024A Project (as defined herein). The Series 2024B Certificates evidence undivided proportionate interests in Basic Rent Payments to be made by the Board, acting as the governing body of the District, pursuant to the Master Lease, as supplemented by Second Amended and Restated Lease Schedule No. 2008, dated as of May 1, 2024 (together with the Master Lease, the "Series 2008 Lease" and, together with the Series 2024A Lease, the "Transaction Lease Agreements"), providing for the lease purchase financing and refinancing of the Refinanced Projects (as defined herein).

The Series 2024 Certificates are being issued in fully registered form in denominations of \$5,000 and integral multiples thereof. The Interest Component of the Basic Rent Payments represented by the Series 2024 Certificates is payable on July 1 and January 1 of each year, commencing July 1, 2024, by check or draft of U.S. Bank Trust Company, National Association (as successor in interest to First Union National Bank of Florida), Jacksonville, Florida, as trustee (the "Trustee"), mailed to the Series 2024 Certificate owner of record (as of the 15th day of the month next preceding the month in which the applicable payment date occurs) at the address shown on the Certificate register. When issued, the Series 2024 Certificates will initially be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). Purchasers of the Series 2024 Certificates (the "Beneficial Owners") will not receive physical delivery of Series 2024 Certificates. Ownership by the Beneficial Owners of the Series 2024 Certificates will be evidenced through a book-entry only system of registration. As long as Cede & Co. is the registered owner as nominee of DTC, payment of the Principal Component and Interest Component of the Basic Rent Payments represented by the Series 2024 Certificates will be made directly to Cede & Co., which will in turn remit such payments to the Direct Participants for subsequent disbursement to the Beneficial Owners. The Principal Component of the Basic Rent Payments represented by the Series 2024 Certificates is payable on the dates set forth on the inside cover upon surrender thereof at the designated corporate trust office of the Trustee.

Certain of the Series 2024A Certificates may be subject to optional or mandatory prepayment prior to maturity as described herein. See "DESCRIPTION OF THE SERIES 2024 CERTIFICATES – Optional Prepayment" and "DESCRIPTION OF THE SERIES 2024 CERTIFICATES – Mandatory Prepayment" herein. The Series 2024B Certificates are not subject to prepayment prior to their stated maturities.

THE BASIC RENT PAYMENTS AND, CONSEQUENTLY, THE PRINCIPAL COMPONENT AND INTEREST COMPONENT REPRESENTED BY THE SERIES 2024 CERTIFICATES ARE PAYABLE SOLELY FROM THE BOARD'S AVAILABLE REVENUES SPECIFICALLY BUDGETED AND APPROPRIATED FOR SUCH PURPOSE. THE BASIC RENT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE BOARD ON AN ALL OR NONE BASIS. THE SERIES 2024

CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST AND THE PAYMENTS DUE FROM THE BOARD UNDER THE TRANSACTION LEASE AGREEMENTS AND THE CONTRACTUAL OBLIGATIONS OF THE BOARD UNDER THE TRANSACTION LEASE AGREEMENTS DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. SEE "RISK FACTORS" HEREIN.

Based on market conditions in existence at the time of pricing, the District will determine whether or not to purchase insurance on all of the Series 2024 Certificates, some of the Series 2024 Certificates or none of the Series 2024 Certificates. In the event the District deems it in its best interest to insure all or a portion of the Series 2024 Certificates, the scheduled payment of the principal and interest represented by such insured Series 2024 Certificates when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the insured Series 2024 Certificates by _____ (the "Insurer"). See "CERTIFICATE INSURANCE OPTION" herein.

[INSURER LOGO]

This cover page and the inside cover page contain certain information for reference only. They are not, and are not intended to be, a summary of the transaction. Investors must read the entire Offering Statement, including the appendices, to obtain information essential to the making of an informed investment decision.

The Series 2024 Certificates are offered when, as and if delivered and received by the Underwriter, subject to the approving legal opinion of Greenberg Traurig, P.A., Miami, Florida, Special Counsel, and certain other conditions. Certain legal matters will be passed upon for the Board and for the Corporation by the [Douglas Law Firm], St. Augustine, Florida. Certain legal matters will be passed upon for the Underwriter by its Counsel, George A. Smith PLLC, Tallahassee, Florida. Ford & Associates, Inc., Tampa, Florida, is serving as Financial Advisor to the Board. It is expected that the Series 2024 Certificates will be available for delivery through the facilities of DTC on or about May __, 2024.

Raymond James

Dated: April __, 2024

*Preliminary, subject to change.

ADDITIONAL INFORMATION

The Series 2024 Certificates are being issued to provide funds for the purposes of (i) financing or refinancing the acquisition, construction and installation of certain educational facilities within the District, as more particularly described herein, and (ii) paying certain costs of issuance with respect to the Series 2024 Certificates.

The initial term of the Series 2024A Lease commences on the date of delivery of the Series 2024A Certificates and continues through and including June 30, 2024 and is automatically renewable annually through and including June 30, 2039, unless earlier terminated as described herein. The initial term of the Series 2008 Lease commenced on July 31, 2008 and continued through and including June 30, 2009 and is automatically renewable annually through and including June 30, 2028, unless earlier terminated as described herein.

The Board may enter into other Leases under the Master Lease in addition to the Transaction Lease Agreements, which, upon delivery thereof, are expected to be the only Leases outstanding under the Master Lease. The Board is currently a party to the Outstanding Leases (as defined herein), all of which are expected to be refinanced and terminated by the Series 2008 Lease. Upon issuance of the Transaction Lease Agreements, for Fiscal Year 2023-24, of the 43 District operated schools, there will be additions to Lake Asbury Junior High School and Oakleaf Junior High School (collectively, the "Series 2024A Project") and Oakleaf High School (the "Series 2008 Project") under the Master Lease. Based on the District's Pre-K through 12 pupil enrollment of approximately _____ students (inclusive of charter and Florida Empowerment Scholarship students) for Fiscal Year 2023-24, approximately __% of the District's students are attending classes in, or otherwise utilizing, the Series 2008 Project and the Series 2024A Project (together, the "Transaction Projects") during Fiscal Year 2023-24 (see "THE MASTER LEASED PROJECTS" and "THE TRANSACTION PROJECTS" herein). *To determine the above percentage, the number of students attending each facility was calculated as follows: for schools that are built and operating, the number of students for the Fiscal Year 2023-24 was used; for the additions, the number of student stations attributable to each specific classroom or number of students served by such facility for Fiscal Year 2023-24 based on the type of school (elementary, middle or high) or facility (cafeteria, auditorium, gymnasium, etc.) was used. Such figures do not include Designated Facilities under the Master Lease which are not subject to surrender and disposition by the Trustee.*

Failure to appropriate funds to pay Lease Payments under any such Lease Agreement, or an event of default under any such Lease Agreement, will result in the termination of all Lease Agreements, including the Transaction Lease Agreements (which, upon their delivery, are expected to be the only Lease Agreements outstanding under the Master Lease). Upon any such termination, any proceeds of the disposition of leased facilities (other than Designated Facilities as described herein) will be applied to payment of the related Series of Certificates, all as further described herein. In no event will owners of the Series 2024A Certificates and the Series 2024B Certificates have any interest in or right to any proceeds of the disposition of facilities leased under any lease other than the Series 2024A Lease and the Series 2008 Lease, respectively. Should termination of the Master Lease occur, the Series 2024 Certificates will not be prepaid except at the option of the Insurer or to the extent the Trustee has moneys available therefor. Special Counsel will express no opinion as to tax exemption or the effect of securities laws with respect to the

Series 2024 Certificates following an event of non-appropriation or an event of default under the Master Lease, which results in termination of the Lease Term of the Transaction Lease Agreements. Transfers of the Series 2024 Certificates may be subject to compliance with the registration provisions of state and federal securities laws following an event of non-appropriation or an event of default under the Master Lease which results in termination of the Transaction Lease Agreements (see "TAX TREATMENT" and "RISK FACTORS" herein). An event of non-appropriation or an event of default under the Master Lease which results in termination of the Transaction Lease Agreements will not result in termination of the municipal bond insurance policy with respect to the Series 2024 Certificates.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS, PRICES AND INITIAL CUSIP NUMBERS**

\$ _____ * Serial Series 2024A Certificates

Maturity (July 1)*	Principal Amount*	Interest Rate	Yield	Price	Initial CUSIP Number⁽¹⁾
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					

\$ _____ * Serial Series 2024B Certificates

Maturity (July 1)*	Principal Amount*	Interest Rate	Yield	Price	Initial CUSIP Number⁽¹⁾
2024					
2025					
2026					
2027					
2028					

*Preliminary, subject to change.

⁽¹⁾ CUSIP is a registered trademark of American Bankers Association. CUSIP data herein is provided by S&P Global Market Intelligence, a division of S&P Global Inc. CUSIP data herein is provided for convenience of reference only. The Board, the Financial Advisor and the Underwriter and their agents take no responsibility for the accuracy of such data.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

900 Walnut Street
Green Cove, Florida 32053

BOARD MEMBERS

Ashley Gilhousen, Chair
Mary Bolla, Vice Chair
Beth Clark, Member
Michele Hanson, Member
Erin Skipper, Member

**SUPERINTENDENT OF SCHOOLS AND
EX-OFFICIO SECRETARY TO THE BOARD**

David Broskie

ASSISTANT SUPERINTENDENT FOR BUSINESS AFFAIRS

Susan Legutko

ASSISTANT SUPERINTENDENT FOR OPERATIONS

Bryce Ellis

COUNSEL TO THE BOARD

Douglas Law Firm
St. Augustine, Florida

SPECIAL COUNSEL

Greenberg Traurig, P.A.
Miami, Florida

FINANCIAL ADVISOR

Ford & Associates, Inc.
Tampa, Florida

TRUSTEE

U.S. Bank Trust Company, National Association
Jacksonville, Florida

No dealer, broker, salesman or other person has been authorized by the Board or the Underwriter to give any information or to make any representations, other than those contained in this Offering Statement, in connection with the offering contained herein, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Offering Statement does not constitute an offer to sell nor a solicitation of an offer to buy any securities, other than the securities offered hereby, or an offer or a solicitation of an offer of the securities offered hereby to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful. The information set forth herein has been obtained from the Board, The Depository Trust Company or [bond insurer] and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of the Board with respect to information provided by The Depository Trust Company or [bond insurer] and is not to be construed as a representation by the Underwriter, except with regard to any information provided by it.

The Underwriter has reviewed the information in this Offering Statement in accordance with and as a part of its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion stated herein are subject to change without notice, and neither the delivery of this Offering Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Board since the date hereof.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2024 Certificates are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

ANY STATEMENTS IN THIS OFFERING STATEMENT INVOLVING ESTIMATES, ASSUMPTIONS AND MATTERS OF OPINION, WHETHER OR NOT SO EXPRESSLY STATED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT, AND THE BOARD AND THE UNDERWRITER EXPRESSLY MAKE NO REPRESENTATIONS THAT SUCH ESTIMATES, ASSUMPTIONS AND OPINIONS WILL BE REALIZED OR FULFILLED. ANY INFORMATION, ESTIMATES, ASSUMPTIONS AND MATTERS OF OPINION CONTAINED IN THIS OFFERING STATEMENT ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFERING STATEMENT, NOR ANY SALE MADE HEREUNDER, SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BOARD SINCE THE DATE HEREOF OR THE EARLIEST DATE AS OF WHICH SUCH INFORMATION WAS GIVEN.

UPON ISSUANCE, THE SERIES 2024 CERTIFICATES WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER INDEPENDENT FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY OR

AGENCY WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING STATEMENT OR APPROVED THE SERIES 2024 CERTIFICATES FOR SALE.

THIS OFFERING STATEMENT SHALL NOT CONSTITUTE A CONTRACT BETWEEN THE BOARD, THE CORPORATION OR THE UNDERWRITER AND ANY ONE OR MORE HOLDERS OF THE SERIES 2024 CERTIFICATES.

THIS OFFERING STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS OFFERING STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM THE AFOREMENTIONED WEBSITES.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Offering Statement.

[bond insurer] ("INSURER" or the "Insurer") makes no representation regarding the Series 2024 Certificates or the advisability of investing in the Series 2024 Certificates. In addition, [INSURER] has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Offering Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding [INSURER], supplied by [INSURER] and presented under the heading "CERTIFICATE INSURANCE OPTION" and "APPENDIX E - SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

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OFFERING STATEMENT
related to

\$ _____ *

CERTIFICATES OF PARTICIPATION
(School Board of Clay County, Florida Master
Lease Program), Series 2024A 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 Clay County, Florida

\$ _____ *

REFUNDING CERTIFICATES
OF PARTICIPATION
(School Board of Clay County, Florida Master
Lease Program), Series 2024B 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 Clay County, Florida

INTRODUCTION

This Offering Statement, including the cover page, inside cover and appendices hereto, is provided to furnish information in connection with the sale and delivery of the referenced Certificates of Participation, Series 2024A (the "Series 2024A Certificates") and Refunding Certificates of Participation, Series 2024B (the "Series 2024B Certificates" and, together with the Series 2024A Certificates, the "Series 2024 Certificates"). The Series 2024 Certificates offered hereby are a part of the Master Lease-Purchase Program of The School Board of Clay County, Florida (the "Board") pursuant to which the Board may, from time to time, lease-purchase certain educational facilities and sites. See "THE MASTER LEASE-PURCHASE PROGRAM" and "THE TRANSACTION PROJECTS" herein.

The Series 2024A Certificates evidence undivided proportionate interests in Basic Rent Payments (as defined herein) to be made by the Board, acting as the governing body of the School District of Clay County, Florida (the "District"), pursuant to a Master Lease-Purchase Agreement with the Clay School Board Leasing Corporation (the "Corporation"), dated as of May 15, 1997, as amended by the Amendment to Master Lease, dated as of May 1, 2024 (collectively, the "Master Lease"), as supplemented by Lease Schedule No. 2024A, dated as of May 1, 2024 (together with the Master Lease, the "Series 2024A Lease"), providing for the lease purchase financing and refinancing of the Series 2024A Project (as defined herein). The Series 2024B Certificates evidence undivided proportionate interests in Basic Rent Payments to be made by the Board, acting as the governing body of the District, pursuant to the Master Lease, particularly as supplemented by Second Amended and Restated Lease Schedule No. 2008, dated as of May 1, 2024 (together with the Master Lease, the "Series 2008 Lease" and, together with the Series 2024A Lease, the "Transaction Lease Agreements"), providing for the lease purchase refinancing of the Series 2008 Project (as defined herein).

The Series 2024A Certificates are being executed and delivered pursuant to a Master Trust Agreement, dated as of May 15, 1997, as amended by the Supplemental Trust Agreement, dated as of May 1, 2024 (collectively, the "Master Trust Agreement"), as supplemented by the Series

*Preliminary, subject to change.

2024A Supplemental Trust Agreement, dated as of May 1, 2024 (the "Series 2024A Trust Agreement" and, together with the Master Trust Agreement, the "Series 2024A Trust Agreement"), each by and among the Board, the Corporation and U.S. Bank Trust Company, National Association (as successor in interest to First Union National Bank of Florida), Jacksonville, Florida, as trustee (the "Trustee"). The Series 2024B Certificates are being executed and delivered pursuant to the Master Trust Agreement, as supplemented by the Series 2024B Supplemental Trust Agreement, dated as of May 1, 2024 (the "Series 2024B Trust Agreement" and, together with the Master Trust Agreement, the "Series 2024B Trust Agreement"), each by and among the Board, the Corporation and the Trustee. The Series 2024A Trust Agreement and the Series 2024B Trust Agreement are herein collectively referred to as the "Series 2024 Trust Agreements."

The Board is the governing body of the School District of Clay County, Florida (the "District"), and has entered into the Master Lease for the purpose of lease purchasing from time to time certain educational facilities and sites ("Projects") from the Corporation. Projects to be leased from time to time will be identified on separate lease schedules (each a "Schedule") attached to the Master Lease. Upon execution and delivery thereof, each Schedule, together with the provisions of the Master Lease, will constitute a separate lease agreement (individually a "Lease Agreement" and, collectively, the "Lease Agreements"). The Transaction Lease Agreements, upon delivery thereof, are expected to be the only Lease Agreements currently in effect under the Master Lease.

Pursuant to the Master Lease, the Board has previously leased certain educational facilities (i) pursuant to Second Amended and Restated Lease Schedule No. 2000 (the "Series 2000 Project"), dated as of August 17, 2017 (together with the Master Lease, the "Series 2000 Lease"); (ii) pursuant to Amended and Restated Lease Schedule No. 2003 (the "Series 2003 Project"), dated as of June 29, 2012 (together with the Master Lease, the "Series 2003 Lease"), and (iii) pursuant to Amended and Restated Lease Schedule No. 2005 (the "Series 2005 Project"), dated as of December 18, 2014 (together with the Master Lease, the "Series 2005 Lease"). The Series 2000 Project, Series 2003 Project, Series 2005 Project and Series 2008 Project herein collectively referred to as the "Refinanced Projects."

The Series 2000 Lease, Series 2003 Lease, and Series 2005 Lease (collectively, the "Outstanding Leases"), are expected to be refinanced and terminated by the Series 2008 Lease, and the outstanding Certificates of Participation, Series 2012, Certificates of Participation, Series 2014 and Certificates of Participation, Series 2017 (collectively, the "Refunded Certificates") are expected to be refunded with proceeds of the Series 2024B Certificates, upon delivery thereof. The Refinanced Projects, except for the Series 2008 Project, will be released from the lien of the respective Lease Agreements and ground leases for such Refinanced Projects.

Pursuant to the applicable provisions of Florida law, including particularly Chapters 1000-1013, Florida Statutes, and a resolution, adopted by the Board on April 4, 2024 (the "Resolution"), the Board has authorized the execution and delivery of the Transaction Lease Agreements. The initial term of the Series 2024A Lease commences on the date of delivery of the Series 2024A Certificates and continues through and including June 30, 2024 and is automatically renewable annually through and including June 30, 2039, unless earlier terminated as described herein. The educational facilities being lease-purchased by the Board under the Series 2024A Lease consists of additions to Lake Asbury Junior High School and Oakleaf Junior High School, as more

particularly described herein (the "Series 2024A Project"). The initial term of the Series 2008 Lease commenced on July 31, 2008 and continued through and including June 30, 2009 and is automatically renewable annually through and including June 30, 2028, unless earlier terminated as described herein. The educational facilities being lease-purchased by the Board under the Series 2008 Lease consists of Oakleaf High School, as more particularly described herein (the "Series 2008 Project"). See "THE MASTER LEASE PURCHASE PROGRAM" and "THE TRANSACTION PROJECTS" herein.

The Board currently holds title to the site on which the Series 2024A Project will be located (the "Series 2024A Project Sites"). Pursuant to a Series 2024A Ground Lease Agreement, dated as of May 1, 2024, by and between the Board and the Corporation (the "Series 2024A Ground Lease"), the Board will lease the Series 2024A Project Sites to the Corporation for an initial term which commences on the date of delivery of the Series 2024A Certificates and ends on June 30, 20[39], subject to a ten-year extension and Permitted Encumbrances. See "THE TRANSACTION PROJECTS" herein and "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Form of Series 2024A Ground Lease" hereto.

Pursuant to the Assignment of Series 2024A Ground Lease Agreement, dated as of May 1, 2024, by and between the Corporation and the Trustee (the "Series 2024A Ground Lease Assignment"), the Corporation will irrevocably assign by outright and absolute assignment to the Trustee for the benefit of the owners of the Series 2024A Certificates and any other Certificates representing an undivided proportionate interest in a portion of the Basic Rent Payments payable under the Series 2024A Lease (e.g., a Series of Certificates issued to complete the Series 2024A Project or to refund the Series 2024A Certificates) substantially all of its right, title and interest in and to the Series 2024A Ground Lease. See "THE TRANSACTION PROJECTS" herein and "APPENDIX C – CERTAIN LEGAL DOCUMENTS - Form of Assignment of Series 2024A Ground Lease Agreement" hereto.

The Board currently holds title to the site on which the Series 2008 Project is located (the "Series 2008 Project Site"). Pursuant to a Series 2008 Ground Lease Agreement, dated as of July 31, 2008, as amended by a Second Amendment to Series 2008 Ground Lease Agreement, dated as of May 1, 2024, each by and between the Board and the Corporation (collectively, the "Series 2008 Ground Lease"), the Board leases the Series 2008 Project Site to the Corporation for an initial term which commenced on July 31, 2008 and ends on June 30, 2029, subject to a ten-year extension and Permitted Encumbrances. See "THE TRANSACTION PROJECTS" herein and "APPENDIX C - CERTAIN LEGAL DOCUMENTS - Series 2008 Ground Lease" hereto.

Pursuant to the Assignment of Series 2008 Ground Lease Agreement, dated as of July 31, 2008, by and between the Corporation and the Trustee (the "Series 2008 Ground Lease Assignment"), the Corporation has irrevocably assigned by outright and absolute assignment to the Trustee for the benefit of the owners of the Series 2024B Certificates and any other Certificates representing an undivided proportionate interest in a portion of the Basic Rent Payments payable under the Series 2008 Lease (e.g., a Series of Certificates issued to complete the Series 2024A Project or to refund the Series 2024 Certificates) substantially all of its right, title and interest in and to the Series 2008 Ground Lease. See "THE TRANSACTION PROJECTS" herein and "APPENDIX C – CERTAIN LEGAL DOCUMENTS - Form of Assignment of Series 2008 Ground Lease Agreement" hereto.

The rights, title and interest of the Corporation in the Series 2024A Lease, including the right of the Corporation to receive Basic Rent Payments, to use, sell and relet the Series 2024A Project and to exercise remedies thereunder and under the Series 2024A Ground Lease, other than its rights to indemnification, its right to enter into additional Lease Schedules and its obligation not to impair the tax status of the Series 2024A Certificates, have been irrevocably assigned by outright assignment to the Trustee pursuant to an Assignment of Lease Agreement dated as of May 15, 1997 (the "Assignment of Lease Agreement"), as amended, particularly as amended by the Fifth Supplemental Assignment of Lease Agreement, dated as of May 1, 2024 (together with the Assignment of Lease Agreement, the "Series 2024A Assignment"). See "SECURITY FOR THE SERIES 2024 CERTIFICATES" herein and "APPENDIX C – CERTAIN LEGAL DOCUMENTS - Assignment of Lease Agreement" and " APPENDIX C – CERTAIN LEGAL DOCUMENTS - Form of Fifth Supplemental Assignment of Lease Agreement" hereto.

The rights, title and interest of the Corporation in the Series 2008 Lease, including the right of the Corporation to receive Basic Rent Payments, to use, sell and relet the Series 2008 Project and to exercise remedies thereunder and under the Series 2008 Ground Lease, other than its rights to indemnification, its right to enter into additional Lease Schedules and its obligation not to impair the tax status of the Series 2024A Certificates, have been irrevocably assigned by outright assignment to the Trustee pursuant to an Assignment of Lease Agreement dated as of May 15, 1997 (the "Assignment of Lease Agreement"), as supplemented, particularly as amended by the Fourth Supplemental Assignment of Lease Agreement, dated as of July 31, 2008 (together with the Assignment of Lease Agreement, the "Series 2008 Assignment"). See "SECURITY FOR THE SERIES 2024 CERTIFICATES" herein and "APPENDIX C – CERTAIN LEGAL DOCUMENTS - Assignment of Lease Agreement" and " APPENDIX C – CERTAIN LEGAL DOCUMENTS - Fourth Supplemental Assignment of Lease Agreement" hereto.

Based on market conditions in existence at the time of pricing, the District will determine whether or not to purchase insurance on all of the Series 2024 Certificates, some of the Series 2024 Certificates or none of the Series 2024 Certificates. In the event the District deems it in its best interest to insure all or a portion of the Series 2024 Certificates, the scheduled payment of the principal and interest represented by such insured Series 2024 Certificates when due will be guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the Series 2024 Certificates by _____ ("INSURER SHORT NAME"] or the "Insurer"). See "CERTIFICATE INSURANCE OPTION" and "CERTIFICATE INSURANCE RISK FACTORS" herein.

The Board has agreed and undertaken, for the benefit of Series 2024 Certificate Owners, to provide certain annual financial information and operating data and certain material event notices when and if they occur relating to the District and the Series 2024 Certificates pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended. See "CONTINUING DISCLOSURE" herein and "APPENDIX F – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT" hereto.

Brief descriptions of the Board, the District, the Series 2024A Project and the Series 2008 Project are included in this Offering Statement together with summaries of certain provisions of the Series 2024 Certificates, the Transaction Lease Agreements, the Series 2024 Trust Agreements, the Transaction Ground Leases, the Transaction Ground Lease Assignments and the Transaction

Lease Assignments. Such descriptions and summaries do not purport to be comprehensive or definitive. All references herein to the Transaction Lease Agreements, the Series 2024 Trust Agreements, Transaction Ground Leases, the Transaction Ground Lease Assignments and the Transaction Lease Assignments are qualified in their entirety by reference to the respective complete documents. Copies of the documents may be obtained upon written request and payment of the costs of duplication to the Trustee at U.S. Bank Trust Company, National Association, 6410 Southpoint Parkway, Suite 200, Jacksonville, Florida 32216. Capitalized terms used herein and not otherwise defined will have the meanings given them in the Transaction Lease Agreements or Series 2024 Trust Agreements, as applicable. See "APPENDIX C – CERTAIN LEGAL DOCUMENTS" hereto.

AUTHORIZATION

Pursuant to the applicable provisions of the laws of the State of Florida (the "State"), including particularly Chapters 1000 through 1013, Florida Statutes (collectively, the "Act"), and the judicial decisions related thereto, the Board has the power and authority to enter into transactions such as those contemplated by the Transaction Lease Agreements, the Transaction Ground Leases, and the Series 2024 Trust Agreements. The Board authorized doing so pursuant to the Resolution.

PURPOSE OF THE SERIES 2024 CERTIFICATES

The Series 2024A Certificates are being issued for the purpose of providing funds sufficient to (i) finance (including through reimbursement) the acquisition, construction and lease-purchase of the Series 2024A Project and (ii) pay certain costs of issuance with respect to the Series 2024A Certificates. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2024B Certificates are being issued (i) to prepay all or a portion of the Refunded Certificates and thereby refinance a portion of the costs of the Refinanced Projects, and (ii) to pay certain costs and expenses associated with the issuance of the Series 2024B Certificates. See "PLAN OF REFINANCE" herein.

PLAN OF REFINANCE

The Series 2024B Certificates are being issued in order to provide the funds necessary to refund, on a current basis, the Outstanding Certificates and thereby refinance a portion of the costs of the Refinanced Projects. The Outstanding Certificates will be called for prepayment prior to maturity on _____ 1, 2024 [and _____ 1, 2024] (collectively, the "Prepayment Date"), at a prepayment price equal to the par amount of the Outstanding Certificates, prepayment premium (for certain of the Outstanding Certificates), plus accrued interest to the Prepayment Date.

Upon the issuance of the Series 2024B Certificates, a portion of the proceeds of thereof will be deposited into a separate account in an escrow deposit trust fund created pursuant to the Escrow Deposit Agreement (the "Escrow Deposit Agreement"), by and between the Board and

U.S. Bank Trust Company, National Association, as escrow agent (the "Escrow Agent"), and such proceeds and other funds will be applied to purchase certain United States Treasury securities (the "Escrow Securities") which, together with the interest earnings thereon and cash deposit therein, will be sufficient to pay the Basic Rent Payments represented by the Refunded Certificates to their payment date. Special Counsel will render an opinion to the effect that, assuming the deposit and application of the Escrow Securities [and uninvested cash], in accordance with the terms of the Escrow Deposit Agreement provision having been made for the payment of the Basic Rent Payments represented by the Refunded Certificates will be deemed to be paid and the obligations under the Outstanding Leases to pay Basic Rent Payments represented by the Refunded Certificates will have been released and discharged with respect to the Refunded Certificates. Such opinion will be rendered in reliance upon the verification report of _____, independent certified public accountants (the "Verification Agent"). See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

VERIFICATION OF MATHEMATIC COMPUTATIONS

The accuracy of the arithmetic computation showing the adequacy of the proceeds of the Series 2024B Certificates to be deposited with the Escrow Agent pursuant to the Escrow Deposit Agreement to pay the principal portion and interest portion of the Basic Rent Payments represented by the Refunded Certificates and the prepayment premium have been verified by the Verification Agent. The Verification Agent will express no opinion on the assumptions provided to them nor as to the exclusion from gross income for federal income tax purposes of the interest on the Series 2024B Certificates.

THE SERIES 2024 CERTIFICATES

General

The Series 2024 Certificates will be dated as of the date of their delivery, will mature in the years and principal amounts and bear interest at the rates set forth on the inside cover of this Offering Statement. The Series 2024 Certificates shall initially be issued exclusively in fully registered form in denominations of \$5,000 or integral multiples thereof. The Series 2024 Certificates initially will be issued exclusively in "book-entry" form and ownership of one fully registered Series 2024 Certificate for each maturity, each in the aggregate principal amount of such maturity and will be initially registered in the name of Cede & Co. as nominee of DTC. Individual purchases will be made in increments of \$5,000 or integral multiples thereof. See "THE SERIES 2024 CERTIFICATES – Book-Entry Only System" herein.

The Interest Component of Basic Rent Payments represented by the Series 2024 Certificates is payable on January 1 and July 1 of each year (each a "Payment Date"), commencing July 1, 2024. Said Interest Component represents an undivided proportionate interest in the Interest Component of Basic Rent Payments due on June 15 and December 15 of each year, as set forth in the Transaction Lease Agreements, to and including the maturity date of each Series 2024 Certificate at the rates set forth on the inside cover page hereof. The Interest Component of Basic Rent Payments is payable by check or draft of the Trustee, mailed on each Payment Date to the registered owner at the address shown on the Series 2024A Certificates register and Series 2024B

Certificates register, respectively, maintained by the Trustee as of the 15th day of the month preceding the Payment Date, whether or not a business date (the "Record Date"); provided, however, that at the request and expense of the Owner of \$1,000,000 or more in aggregate principal amount of Series 2024 Certificates, interest will be paid by wire transfer on the interest Payment Date to a domestic bank account designated in writing to the Trustee by said Owner at least five days prior to the Record Date prior to such interest Payment Date.

The principal amount of the Series 2024A Certificates payable at maturity or upon earlier prepayment thereof represents an undivided proportionate interest in the Principal Component of the Basic Rent Payments on each of the dates set forth in the Series 2024A Lease. The principal amount of the Series 2024B Certificates payable at maturity represents an undivided proportionate interest in the Principal Component of the Basic Rent Payments on each of the dates set forth in the Series 2008 Lease. The Principal Component of Basic Rent Payments represented by the Series 2024 Certificates is payable to the Owner thereof upon presentation, when due, at maturity or upon earlier prepayment, at the designated corporate trust office of the Trustee.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CORPORATION, THE BOARD AND THE UNDERWRITER BELIEVE TO BE RELIABLE, BUT THE CORPORATION, THE BOARD AND THE UNDERWRITER TAKE NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

DTC will act as securities depository for the Series 2024 Certificates. The Series 2024 Certificates will be registered in the name of Cede & Co. (DTC's partnership nominee). Purchases of beneficial ownership interests in the Series 2024 Certificates will be made in book-entry only form, in the denominations hereinbefore described. Purchasers of beneficial ownership interests in the Series 2024 Certificates ("Beneficial Owners") will not receive a Series 2024 Certificate representing their ownership interests in the Series 2024 Certificates, except in the event that use of the book-entry only system for the Series 2024 Certificates is discontinued. One fully registered certificate will be issued for each maturity of the Series 2024 Certificates and deposited with DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2024 CERTIFICATES, AS NOMINEE OF DTC, REFERENCES IN THIS OFFERING STATEMENT TO THE SERIES 2024 CERTIFICATE HOLDERS OR REGISTERED OWNERS OF THE SERIES 2024 CERTIFICATES SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2024 CERTIFICATES. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2024 CERTIFICATES, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2024 CERTIFICATES TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2024 CERTIFICATES, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2024 CERTIFICATES, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2024 CERTIFICATES IS BASED SOLELY ON

INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE BOARD NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2024 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Certificates on DTC's records. The ownership interest of each actual purchaser of each Series 2024 Certificate (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Certificates, except in the event that use of the book-entry system for the Series 2024 Certificates is discontinued.

To facilitate subsequent transfers, all Series 2024 Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2024 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Certificates. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Certificates are credited, which may

or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2024 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Certificates, such as prepayments, defaults, and proposed amendments to the Series 2024 Certificate documents. For example, Beneficial Owners of the Series 2024 Certificates may wish to ascertain that the nominee holding the Series 2024 Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of the notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Series 2024 Certificates within an issue are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such certificates to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Certificates unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Prepayment proceeds, distributions, and interest payments on the Series 2024 Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participants and not of DTC, Agent, or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee for the Series 2024 Certificates. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Certificates at any time by giving reasonable notice to the Board. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered to DTC.

The Board may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

Optional Prepayment

The Series 2024A Certificates maturing on or before July 1, 20__ shall not be subject to prepayment at the option of the Board. The Series 2024A Certificates maturing on or after July 1, 20__, may be prepaid at the option of the Board from prepayments of Basic Rent made by the Board pursuant to the Series 2024A Lease, in whole or in part on July 1, 20__ or any date thereafter and, if in part, in such order of maturities as may be designated by the Board, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal amount of the Series 2024A Certificates or portion thereof to be prepaid, plus accrued and unpaid interest thereon to the optional prepayment date, without premium.

The Series 2024B Certificates shall not be subject to prepayment at the option of the Board.

No Extraordinary Prepayment in the Event of Damage, Destruction or Condemnation of the Series 2024A Project or Series 2008 Project

The Series 2024 Certificates shall not be subject to extraordinary mandatory prepayment from Net Proceeds of insurance or condemnation and any amounts received therefrom shall be allocated to the Series 2024 Certificates and applied as provided in the Transaction Lease Agreements, as more particularly described below.

The Board may elect not to repair, restore or replace a Project which has been destroyed, damaged, lost or condemned, or any portion thereof, with the Net Proceeds of any insurance or condemnation award or of any appropriation made in connection with a self-insurance election, by filing a certificate with the Trustee stating that (i) it has made such election, (ii) it is not in the best interests of the Board to repair, restore or replace such Project, or portion thereof, and (iii) the Board intends to abandon and cease to operate such Project, or portion thereof damaged, destroyed, lost or condemned. Such Net Proceeds shall either (1) be applied to pay the Costs of other Projects, in which case such other Projects shall become subject to the provisions of a particular Lease Schedule as fully as if they were the originally leased Projects or (2) at the direction of the Board, upon delivery to the Trustee of an opinion of Special Counsel, such Net Proceeds shall be deposited in the Lease Payment Fund to be credited against Basic Rent Payments next coming due in accordance with the Lease Agreement.

Selection

If the Series 2024A Certificates are prepaid by lot, the selection of Series 2024A Certificates for prepayment shall be in such manner as the Trustee shall determine; provided, however, that the portion of any Series 2024A Certificate to be prepaid shall be in the principal amount of \$5,000 or any whole multiple thereof, and that in selecting portions of Series 2024A Certificates for prepayment, the Trustee shall treat each such Series 2024A Certificate as representing that number of Series 2024A Certificates which is obtained by dividing the principal amount with respect to such Series 2024A Certificate by \$5,000.

DTC Procedures. Investors should note that while DTC is the registered owner of the Series 2024A Certificates, partial prepayments of the Series 2024A Certificates will be determined in accordance with DTC's procedures. The Board intends that prepayment allocations made by DTC, the Direct Participants or such other intermediaries that may exist between the Board and the Beneficial Owners of the Series 2024A Certificates be made in accordance with the method of selection of Series 2024A Certificates for a partial prepayment described above. However, the selection of the Series 2024A Certificates for prepayment in DTC's book-entry only system is subject to DTC's practices and procedures as in effect at the time of any such partial prepayment. The Board can provide no assurance that DTC or the Direct Participants or any other intermediaries will allocate prepayments among Beneficial Owners in accordance with the method of selection of Series 2024A Certificates for a partial prepayment described above.

Notice of Prepayment

As long as a book-entry only system is used for determining beneficial ownership of Series 2024A Certificates, notice of prepayment will only be sent to DTC. DTC will be responsible for notifying the Direct Participants, which will in turn be responsible for notifying the Beneficial Owners. Any failure of DTC to notify any Direct Participant, or of any Direct Participant to notify the Beneficial Owner of any such notice, will not affect the validity of the prepayment of the Series 2024A Certificates.

The Trustee shall give to the Owners of Series 2024A Certificates to be prepaid notice, at the expense of the Board, of the prepayment of the Series 2024A Certificates. Such notice shall state: (i) the CUSIP numbers of all Series 2024A Certificates being prepaid, (ii) the original issue date of such Series 2024A Certificates, (iii) the maturity date and rate of interest borne by each Series 2024A Certificate being prepaid, (iv) the prepayment date, (v) the Prepayment Price, (vi) the date on which such notice is mailed, (vii) if less than all Outstanding Series 2024A Certificates are to be prepaid, the certificate number (and, in the case of a partial prepayment of any Series 2024A Certificate, the principal amount) of each Series 2024A Certificate to be prepaid, (viii) that on such prepayment date there shall become due and payable upon each Series 2024A Certificate to be prepaid the Prepayment Price thereof, or the Prepayment Price of the specified portions of the principal thereof in the case of Series 2024A Certificates to be prepaid in part only, together with interest accrued thereon to the prepayment date, and that from and after such date interest thereon shall cease to accrue and be payable, and (ix) that the Series 2024A Certificates to be prepaid, whether as a whole or in part, are to be surrendered for payment of the Prepayment Price at the designated corporate trust office of the Trustee at an address specified. Such notice of prepayment may also state that the prepayment of such Series 2024A Certificates is conditioned upon the happening of certain events and if such events do not take place, such notice of prepayment shall be of no effect and such Series 2024A Certificates shall not be prepaid; provided, however, notice of such cancellation shall be provided to be the Owners of such Series 2024A Certificates at least two days prior to such prepayment date.

Notice of such prepayment shall be given by mail, postage prepaid, not more than sixty (60) days or fewer than thirty (30) days prior to said date of prepayment, to the Owners of any Series 2024A Certificates to be prepaid. Such mailing shall not be a condition precedent to such prepayment, and failure to mail such notice, or any defect in such notice as mailed, shall not affect

the validity of the proceedings for the prepayment of the Series 2024A Certificates for which proper notice was given.

Notwithstanding any provisions of the Master Trust Agreement to the contrary, the Board shall not be required to deposit funds with the Trustee prior to the mailing by the Trustee of any notice of prepayment thereunder, provided that in such case any notice of any prepayment of Series 2024A Certificates shall explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable account or subaccount on the prepayment date sufficient funds to pay the full Prepayment Price of the Series 2024A Certificates to be prepaid or any other conditions as may be set forth in such notice of prepayment. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur; provided, however, notice of such cancellation shall be provided to Owners of the Series 2024A Certificates at least two (2) days prior to such prepayment date.

Effect of Prepayment

On or before the prepayment date, the Board will deposit with the Trustee moneys or Refunding Securities or a combination thereof in an amount sufficient to pay the principal of and the Prepayment Premium, if any, and interest accruing thereon to the prepayment date of the Series 2024A Certificates called for prepayment.

On the date fixed for prepayment, notice having been given in the manner and under the conditions provided in the Series 2024A Trust Agreement, the Series 2024A Certificates or portions thereof called for prepayment shall be due and payable at the Prepayment Price provided therefor, plus accrued interest to such date. If money or Refunding Securities, or a combination of both, sufficient to pay the Prepayment Price of the Series 2024A Certificates to be prepaid, plus accrued interest thereon to the date fixed for prepayment, are held by the Trustee in trust for the Owners of Series 2024A Certificates to be prepaid, interest on the Series 2024A Certificates called for prepayment shall cease to accrue as of the date set for prepayment; such Series 2024A Certificates shall cease to be entitled to any benefits or security under the Series 2024A Trust Agreement or to be deemed Outstanding; and the Owners of such Series 2024A Certificates shall have no rights in respect thereof except to receive payment of the Prepayment Price thereof, plus accrued interest to the date fixed for prepayment from the moneys and/or Refunding Securities held therefor. Series 2024A Certificates and portions of Series 2024A Certificates for which irrevocable instructions to pay on one or more specified dates or to call for prepayment at the earliest prepayment date have been given to the Trustee in form satisfactory to it shall not thereafter be deemed to be Outstanding under Series 2024A Trust Agreement and shall cease to be entitled to the security of or any rights under Series 2024A Trust Agreement, other than rights to receive payment of the Prepayment Price thereof and accrued interest thereon to the date fixed for prepayment, to be given notice of prepayment in the manner provided above, and, to the extent provided in the Series 2024A Trust Agreement, to receive Series 2024A Certificates for any unpaid portions of Series 2024A Certificates if money or Refunding Securities, or a combination of both, sufficient to pay the Prepayment Price of such Series 2024A Certificates or portions thereof, together with accrued interest thereon to the date upon which such Series 2024A Certificates are to be prepaid, are held in separate accounts by the Trustee in trust for the Owners of such Series 2024A Certificates.

Negotiability, Registration and Transfer

In the event the book-entry only system of registration is discontinued by the Board, the following provisions will apply:

The Trustee will keep or cause to be kept a Certificate Register and will, under such reasonable regulations as it may prescribe, register the transfer or cause to be registered the transfer, on the Certificate Register, of Series 2024 Certificates as provided in the Series 2024 Trust Agreements.

The transfer of any Series 2024 Certificate may be registered only upon the Certificate Register upon surrender thereof to the Trustee together with an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such registration of transfer the Trustee shall authenticate and deliver in exchange for such Series 2024 Certificate a new registered Series 2024 Certificate or Series 2024 Certificates, registered in the name of the transferee, of any denomination or denominations authorized by the Series 2024 Trust Agreements in the aggregate principal amount equal to the principal amount of such Series 2024 Certificate surrendered or exchanged, of the same maturity and bearing interest at the same rate.

In all cases in which Series 2024 Certificates are exchanged or transferred, the Trustee will authenticate and deliver at the earliest practicable time Series 2024 Certificates in accordance with the provisions of the Series 2024 Trust Agreements. All Series 2024 Certificates surrendered in any such exchange or registration of transfer will forthwith be cancelled by the Trustee. No service charge shall be made for any registration, transfer, or exchange of Series 2024 Certificates, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2024 Certificates as a condition precedent to such registration, transfer or exchange. The Trustee will not be required to transfer or exchange Series 2024 Certificates (i) during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of prepayment of Series 2024 Certificates and ending at the close of business on the day of such mailing, (ii) so selected for prepayment and redemption in whole or in part, or (iii) during a period beginning at the opening of business on the Record Date next preceding a date set for payment of interest and ending on such interest Payment Date.

SECURITY FOR THE SERIES 2024 CERTIFICATES

General

The Series 2024A Certificates evidence an undivided proportionate interest in Basic Rent Payments made by the Board under the Series 2024A Lease and are secured by and payable from the Trust Estate established pursuant to the Series 2024A Trust Agreement. The Series 2024A Trust Estate consists of all right, title and interest in the funds, accounts and subaccounts established under the Series 2024A Trust Agreement and the cash, securities and investments of which they are comprised (other than the Rebate Fund); all right, title and interest of the Corporation in, to and under the Series 2024A Ground Lease and the Series 2024A Lease and the right to receive the Lease Payments under the Series 2024A Lease but excluding any rights of the

Corporation to indemnification set forth therein, its right to enter into Schedules from time to time and certain other obligations provided in the Series 2024A Lease; all right, title and interest of the Trustee under the Series 2024A Assignment and Series 2024A Ground Lease Assignment; any moneys received by the Trustee which are derived from the exercise by the Trustee, as assignee of the Corporation, of any of the remedies under the Series 2024A Trust Agreement, the Series 2024A Lease, the Series 2024A Ground Lease or any mortgage agreement entered into pursuant to the Series 2024A Trust Agreement; and all property which by the express provisions of the Series 2024A Trust Agreement, the Series 2024A Lease or the Series 2024A Ground Lease is required to be subject to the lien of the Series 2024A Trust Agreement, and any additional property that may from time to time hereafter expressly be made subject to the lien of the Series 2024A Trust Agreement by the Trustee, the Corporation or the Board or anyone authorized to act on their behalf.

The Series 2024B Certificates evidence an undivided proportionate interest in Basic Rent Payments made by the Board under the Series 2008 Lease and are secured by and payable from the Trust Estate established pursuant to the Series 2024B Trust Agreement. The Series 2024B Trust Estate consists of all right, title and interest in the funds, accounts and subaccounts established under the Series 2024B Trust Agreement and the cash, securities and investments of which they are comprised (other than the Rebate Fund); all right, title and interest of the Corporation in, to and under the Series 2008 Ground Lease and the Series 2008 Lease and the right to receive the Lease Payments under the Series 2008 Lease but excluding any rights of the Corporation to indemnification set forth therein, its right to enter into Schedules from time to time and certain other obligations provided in the Series 2008 Lease; all right, title and interest of the Trustee under the Series 2008 Assignment and Series 2008 Ground Lease Assignment; any moneys received by the Trustee which are derived from the exercise by the Trustee, as assignee of the Corporation, of any of the remedies under the Series 2024B Trust Agreement, the Series 2008 Lease, the Series 2008 Ground Lease or any mortgage agreement entered into pursuant to the Series 2024B Trust Agreement; and all property which by the express provisions of the Series 2024B Trust Agreement, the Series 2008 Lease or the Series 2008 Ground Lease is required to be subject to the lien of the Series 2024B Trust Agreement, and any additional property that may from time to time hereafter expressly be made subject to the lien of the Series 2024B Trust Agreement by the Trustee, the Corporation or the Board or anyone authorized to act on their behalf.

Neither the Board nor the Corporation will mortgage or grant a security interest in the real and personal property comprising the Transaction Projects to the Trustee. Upon termination of the Transaction Lease Agreements in certain events of non-appropriation or default, however, the Transaction Lease Agreements provide that the Board must relinquish possession of the Transaction Projects (other than Designated Facilities) to the Trustee as assignee of the Corporation for disposition by sale or reletting of its leasehold interest in the Series 2024A Project and the Series 2008 Project, as provided in the Series 2024 Trust Agreements, and any proceeds of any such disposition will be applied to the payment of the Series 2024A Certificates and Series 2024B Certificates, respectively, after payment of the expenses of the Trustee. See "RISK FACTORS" and "THE MASTER LEASE-PURCHASE PROGRAM – Effect of Termination for Non-Appropriation or Default" herein.

Lease Payments

All Lease Payments and all other amounts required to be paid by the Board under the Transaction Lease Agreements and all other Leases will be made only from Available Revenues specifically appropriated for such purpose by the Board. See "THE MASTER LEASE-PURCHASE PROGRAM" herein. Available Revenues are defined in the Transaction Lease Agreements and the Series 2024 Trust Agreements as the moneys and revenues of the Board legally available under the Act (Chapters 1001, 1010 and 1013, Florida Statutes, and other available provisions of law) to make Lease Payments. Available Revenues may include, but are not limited to, the Capital Outlay Millage and the Discretionary Sales Surtax (each as defined herein). Revenues available to the District for capital projects such as the Transaction Projects are described under "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS" herein. Prospective purchasers should assume that operating funds will not be available to make Lease Payments and that such payments will be made solely from available revenues for capital outlay projects. Such revenues are also used to pay other outstanding obligations of the District.

The Series 2024 Trust Agreements provide for the establishment and maintenance of a Lease Payment Fund with separate Lease Payment Accounts for the Series 2024A Lease and the Series 2008 Lease, respectively, for the deposit of Basic Rent Payments appropriated and paid under the Series 2024A Lease and Series 2008 Lease, respectively. Separate Lease Payment Accounts will be established for each subsequent Series of Certificates issued under the Master Trust Agreement. Lease Payments due under all Schedules to the Master Lease including Lease Schedule No. 2008 and Lease Schedule No. 2024A are subject to annual appropriation by the Board on an all-or-none basis and are payable solely from Available Revenues appropriated by the Board for such purpose; provided, that Lease Payments with respect to a particular Schedule and Series of Certificates may be additionally and separately secured by a Credit Facility. There is no limit on the number of additional Projects that may be financed under the Master Lease. Such additional Projects may be financed through the sale of additional Series of Certificates under the Master Trust Agreement. THE BOARD MAY NOT BUDGET AND APPROPRIATE FOR A PORTION OF LEASE PAYMENTS DUE UNDER THE MASTER LEASE; IT MUST BUDGET AND APPROPRIATE FOR ALL SUCH LEASE PAYMENTS OR NONE OF THEM. THERE CAN BE NO ASSURANCE THAT SUFFICIENT FUNDS WILL BE APPROPRIATED OR OTHERWISE BE MADE AVAILABLE TO MAKE ALL OF THE LEASE PAYMENTS DUE UNDER THE MASTER LEASE.

Limited Obligations of the Board

THE BASIC RENT PAYMENTS AND, CONSEQUENTLY, THE PRINCIPAL COMPONENT AND INTEREST COMPONENT REPRESENTED BY THE SERIES 2024 CERTIFICATES ARE PAYABLE SOLELY FROM THE BOARD'S AVAILABLE REVENUES SPECIFICALLY BUDGETED FOR SUCH PURPOSE. THE BASIC RENT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE BOARD ON AN ALL OR NONE BASIS. THE CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST AND THE PAYMENTS DUE FROM THE BOARD UNDER THE TRANSACTION LEASE AGREEMENTS AND THE CONTRACTUAL OBLIGATIONS OF THE BOARD UNDER THE TRANSACTION LEASE AGREEMENTS DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE BOARD, THE STATE OF FLORIDA, OR ANY

POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

Uniform Commercial Code

The Series 2024 Certificates will have all the qualities and incidents of an investment security under the Uniform Commercial Code-Investment Securities Law of the State of Florida and the Board's pledge of the Lease Payments is exempt from the provisions of such law relating to perfection of secured transactions.

No Reserve Subaccount

The Master Trust Agreement provides for the establishment and maintenance within the Reserve Account of the Lease Payment Fund of a separate reserve subaccount for the sole benefit of the Owners of the Series of Certificates for which it shall be established. The moneys in a particular reserve subaccount may only be used for the purpose of making up deficiencies in an Interest subaccount or a Principal subaccount with respect to the Series of Certificates for which it was established. If on any Payment Date, the amounts in any subaccount of the Interest Account or the Principal Account are less than the interest, principal and Amortization Installment then due in relation to a Series of Certificates for which it was established, the Trustee shall transfer, from the subaccount of the Reserve Account, if any, established in relation to such Series of Certificates, to such subaccount or subaccounts, an amount sufficient to make up such deficiency. **No reserve subaccount is being established for the Series 2024 Certificates.**

Additional Leases

The Board may enter into additional Schedules under the Master Lease (each an "Additional Lease") in addition to the Transaction Lease Agreements. Failure to appropriate funds to make Lease Payments under any Additional Lease will, or certain events of default under an Additional Lease may, result in the termination of the Lease Term of all Lease Agreements, including the Transaction Lease Agreements. Upon any such termination of the Lease Term of all Lease Agreements, the Board must relinquish all Projects (other than Designated Facilities), including the Series 2024A Project to the Trustee for sale or re-letting of the Trustee's interest. The proceeds of any disposition of the Series 2024A Project will be applied to the payment of the Series 2024 Certificates, after payment of the Trustee's expenses. **In no event will owners of the Series 2024 Certificates have any interest in or right to any proceeds of the disposition of projects financed with the proceeds of another Series of Certificates.** There can be no assurance that the remedies available to the Trustee upon any such termination of the Lease Term of all Lease Agreements and the disposition of the Projects will produce sufficient amounts to pay all of the outstanding Certificates.

For a discussion of remedies available to the Trustee in the event of the non-appropriation of funds to pay Lease Payments, see "THE MASTER LEASE-PURCHASE PROGRAM – Termination of Lease Term" and "– Effect of Termination for Non-Appropriation or Default" herein. For a discussion of remedies available to the Trustee in the event of default by the Board under any Lease, see "THE MASTER LEASE-PURCHASE PROGRAM – Termination of Lease

Term" and "- Effect of Termination for Non-Appropriation or Default" herein and "APPENDIX C – CERTAIN LEGAL DOCUMENTS – Master Lease-Purchase Agreement" hereto.

Additional Certificates

With respect to any Additional Leases, one or more Series of additional Certificates (the "Additional Certificates") may be authorized by the Corporation at the request of the Board and executed and delivered by the Trustee for the purpose of (a) funding or refinancing the Costs of a Project, or completing a Project, (b) funding a subaccount established in the Reserve Account in an amount equal to the Reserve Requirement applicable thereto, (c) capitalizing interest on a Series of Certificates, if deemed appropriate, (d) paying the Costs of Issuance applicable thereto, and/or (e) issuing Refunding Certificates. The aggregate principal amount of Additional Certificates that may be executed and delivered under the provisions of the Master Trust Agreement is not limited. The Series 2024 Certificates together with any Additional Certificates are herein sometimes collectively referred to as "Certificates."

Non-Appropriation Risk

THE BOARD IS NOT LEGALLY REQUIRED TO APPROPRIATE MONEY FOR THE PURPOSE OF MAKING LEASE PAYMENTS. THERE CAN BE NO ASSURANCE THAT THE REMEDIES AVAILABLE TO THE TRUSTEE IN THE EVENT OF NON-APPROPRIATION WILL PRODUCE SUFFICIENT AMOUNTS TO PAY THE OUTSTANDING CERTIFICATES. UNDER THE MASTER LEASE, THE BOARD MAY NOT BUDGET AND APPROPRIATE AVAILABLE REVENUES TO MAKE LEASE PAYMENTS SELECTIVELY ON A LEASE AGREEMENT BY LEASE AGREEMENT BASIS, BUT MUST APPROPRIATE SUCH REVENUES FOR ALL LEASE AGREEMENT OR NONE OF THEM. FOR A DISCUSSION OF REMEDIES AVAILABLE TO THE TRUSTEE IN THE EVENT OF THE NON-APPROPRIATION OF FUNDS TO PAY LEASE PAYMENTS, SEE "THE MASTER LEASE-PURCHASE PROGRAM – TERMINATION OF LEASE TERM" AND "- EFFECT OF TERMINATION FOR NON-APPROPRIATION OR DEFAULT" HEREIN.

CERTIFICATE INSURANCE OPTION

THE INFORMATION IN THIS SECTION CONCERNING THE POLICY AND [INSURER] HAS BEEN OBTAINED FROM [INSURER]. NONE OF THE BOARD, THE CORPORATION OR THE UNDERWRITER TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF.

All or a portion of the scheduled payment of the principal portion and interest portion of Basic Rent Payments represented by the Series 2024 Certificates when due may be guaranteed under the Policy to be issued concurrently with the delivery of the Series 2024 Certificates by [INSURER SHORT NAME]. The District will make the determination whether to purchase a Policy to insure all or a portion of the Series 2024 Certificates, if any, at the time the Series 2024 Certificates are priced. See "CERTIFICATE RISK FACTORS" herein.

[to come]

CERTIFICATE INSURANCE RISK FACTORS

General

In the event of default of the payment of principal or interest with respect to the Series 2024 Certificates, when all or some becomes due, any owner of the Series 2024 Certificates shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of optional or mandatory prepayment or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against prepayment premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Series 2024 Certificates by the Board, which is recovered by the Board from the certificate owner as a voidable preference under applicable bankruptcy law is covered by the Policy; however, such payments will be made by the Insurer at such time and in such amounts as would have been due absence such prepayment by the Board unless the Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Insurer without appropriate consent. The Insurer may direct and must consent to any remedies and the Insurer's consent may be required in connection with amendments to the Series 2024 Trust Agreements and the Transaction Lease Agreements.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Series 2024 Certificates are payable solely from the moneys received pursuant to the Series 2024 Trust Agreements and the Transaction Lease Agreements. In the event the Insurer becomes obligated to make payments with respect to the Series 2024 Certificates no assurance is given that such event will not adversely affect the market price of the Series 2024 Certificates or the marketability (liquidity) for the Series 2024 Certificates.

The long-term ratings on the Series 2024 Certificates are dependent in part on the financial strength of the Insurer and its claim paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Series 2024 Certificates will not be subject to downgrade and such event could adversely affect the market price of the Series 2024 Certificates or the marketability (liquidity) for the Series 2024 Certificates. See "RATINGS" herein.

The obligations of the Insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the Board nor the Underwriter have made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the Board to pay principal and interest on the Series 2024 Certificates and the claims paying ability of the Insurer, particularly over the

life of the investment. See “CERTIFICATE INSURANCE OPTION” herein for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

No Right of Series 2024 Certificate Owners to Direct Remedies

Termination of the Master Lease, in and of itself, will not result in termination of the Insurer's Policy. Unless the Insurer is in default in its payment obligations under the Policy, the Insurer is entitled to control and direct any of the rights or remedies of the Trustee with respect to the Series 2024 Certificates it insures, including the right to direct the Trustee as to whether or not to re-let or sell the Series 2024A Project (other than Designated Facilities). Upon the occurrence of an Event of Default under the Series 2024 Trust Agreements and termination of the Transaction Lease Agreements, the Insurer may elect to prepay the maturities of all of the Series 2024 Certificates outstanding, in which case the principal and interest represented by such Series 2024 Certificates shall become due and payable immediately. If the Insurer does not elect to prepay the maturities of the Series 2024 Certificates, the Insurer is obligated to continue to make payments to Series 2024 Certificate Holders in accordance with the original schedule of Basic Rent Payments represented by such Series 2024 Certificates. However, the Insurer has no fiduciary responsibility to the Series 2024 Certificate Holders with respect to the direction of such remedies and has no obligation to preserve the exclusion from gross income for federal income tax purpose of amounts paid to Series 2024 Certificate Holders by the Insurer and designated as interest.

THE MASTER LEASED PROJECTS

The Transaction Projects are being financed under the Board's existing Master Lease as part of the Board's Master Lease Purchase Program (the "Master Lease Program") with the Corporation. All Projects financed or refinanced by the Board under the Master Lease Program are subject to annual appropriation on an all-or-none basis. The Board is currently a party to the Outstanding Leases, all of which are expected to be refinanced and terminated by the Series 2008 Lease. Upon issuance of the Transaction Lease Agreements, for Fiscal Year 2023-24, of the 43 District operated schools, Oakleaf High School under the Series 2008 Lease and additions to Lake Asbury Junior High School and Oakleaf Junior High School under the Series 2024A Lease will be the Projects under the Master Lease. Based on the District's Pre-K through 12 pupil enrollment of approximately _____ students (inclusive of charter and Florida Empowerment Scholarship students) for Fiscal Year 2023-24, approximately ___% of the District's students are attending classes in, or otherwise utilizing, the Series 2008 Project and the Series 2024A Project during Fiscal Year 2023-24 (see "THE MASTER LEASED PROJECTS" and "THE TRANSACTION PROJECTS" herein). *To determine the above percentage, the number of students attending each facility was calculated as follows: for schools that are built and operating, the number of students for the Fiscal Year 2023-24 was used; for the additions, the number of student stations attributable to each specific classroom or number of students served by such facility for Fiscal Year 2023-24 based on the type of school (elementary, middle or high) or facility (cafeteria, auditorium, gymnasium, etc.) was used. Such figures do not include Designated Facilities under the Master Lease which are not subject to surrender and disposition by the Trustee.*

The Board may lease purchase Projects in addition to the Transaction Projects in the future. In such event, pursuant to the Master Lease, the Board does not have the ability to appropriate Basic Rent Payments for one Project or some combination of Projects only. The Board's annual appropriation for Basic Rent Payments must be for all Projects under the Master Lease Program or it must terminate all Lease Agreements under the Master Lease Program (other than certain Designated Facilities). In the event the Board decides not to appropriate funds in its annual budget for all of such financed Projects, the Board would, at the Trustee's option, have to surrender such Projects (except for certain Designated Facilities), including the Transaction Projects (other than Designated Facilities) to the Trustee for the benefit of the Owners of the Certificates which financed and/or refinanced such Project. Under certain conditions set forth in the Master Lease, the Board may (1) substitute or add components to the Projects and/or (2) modify the plans and specifications thereof. For a complete description of the Projects under the Master Lease Program see "THE TRANSACTION PROJECTS" and "THE TRANSACTION PROJECTS" below.

THE TRANSACTION PROJECTS

The Transaction Projects consist of the acquisition, construction, installation and/or equipping of certain educational facilities in the District. All of such facilities will be located in the District. A general description of the Transaction Projects is set forth below.

Description of the Series 2024A Project

The Series 2024A Project is being financed with a portion of the proceeds of the Series 2024 Certificates. The Series 2024A Project is being lease-purchased by the Board from the Corporation pursuant to the Series 2024A Lease. The Series 2024A Project generally consists of the acquisition, construction, and installation of the following educational facilities. Under certain conditions set forth in the Master Lease, the Board may substitute or add components to the Series 2024A Project and modify the Plans and Specifications thereof. See "APPENDIX C – CERTAIN LEGAL DOCUMENTS – Master Lease-Purchase Agreement" and "- Form of Lease Schedule No. 2024A" hereto.

Series 2024A Project. The Series 2024A Project will include the acquisition, construction and equipping of an addition to Lake Asbury Junior High School, a school facility for grades __ through __, such addition to contain approximately _____ student stations in approximately __ classrooms, located at Lake Asbury Junior High School, 2851 Sandridge Road, Green Cove Springs, Florida 32043. This component of the Series 2024A Project is expected to be completed in August, 202__.

Additionally, the Series 2024A Project will include the acquisition, construction and equipping of an addition to Oakleaf Junior High School, a school facility for grades __ through __, such addition to contain approximately _____ student stations in approximately __ classrooms, located at Oakleaf Junior High School, 4035 Plantation Oaks Boulevard, Orange Park, Florida 32065. This component of the Series 2024A Project is expected to be completed in August, 202__.

Estimated Series 2024A Project Budget

The following table sets forth the Board's current estimates of the cost of each of the facilities comprising the Series 2024A Project.

<u>Project Component Description⁽¹⁾</u>	<u>Planning/ Design</u>	<u>Furniture, Fixtures & Equipment⁽²⁾</u>	<u>Construction/ Acquisition</u>	<u>Total Project Cost</u>
Lake Asbury Junior High School Addition				
Oakleaf Junior High School Addition				
Total				

- ⁽¹⁾ The foregoing reflects the current expectations of the Board and District as of the date of this Offering Statement as to the nature and cost of the Series 2024A Project and is subject to change and amendment, without notice.
- ⁽²⁾ All equipment components not constituting fixtures are not subject to surrender to, or disposition by, the Trustee as a result of termination of the Transaction Lease Agreements as a result of a non-appropriation of funds or certain events of default.

Description of the Series 2008 Project

The Series 2008 Project consisted of the acquisition, construction and equipping of Oakleaf High School, a high school facility for grades nine through 12, with approximately 1,729 student stations constructed on approximately 65 acres located at 4035 Plantation Oaks Boulevard, Orange Park, Florida 32065. The facilities cost approximately \$57,248,757 and include classrooms, administrative facilities, skills development lab facilities, exceptional student education facilities, art facilities, band/chorus facilities, physical education facilities, applied technology facilities, a media center, food service facilities and custodial facilities. The Series 2003 Project was completed in June, 2010.

Designated Facilities

The Transaction Projects include Designated Facilities which consists of equipment components not constituting fixtures of the educational projects described above. All equipment components not constituting fixtures at the educational facilities comprising the Transaction Projects constitute Designated Facilities for purposes of the Transaction Lease Agreements. Upon the occurrence of an Event of Non-Appropriation or an Event of Default, the holders of the Series 2024A Certificates and Series 2024B Certificates will not have rights to the components of the Series 2024A Project and Series 2008 Project, respectively, constituting Designated Facilities.

ESTIMATED SOURCES AND USES OF FUNDS

Series 2024A Certificates. It is estimated that all funds received from the sale and delivery of the Series 2024A Certificates will be applied as follows:

Sources of Funds

Par Amount of Series 2024A Certificates
Plus/Less: Original Issue Premium/Discount
TOTAL SOURCES

Uses of Funds

Deposit to Series 2024A Subaccount of the Project Account
Deposit to Series 2024A Subaccount of Costs of Issuance Account⁽¹⁾
TOTAL USES

Series 2024B Certificates. It is estimated that all funds received from the sale and delivery of the Series 2024B Certificates will be applied as follows:

Sources of Funds

Par Amount of Series 2024B Certificates
Plus/Less: Original Issue Premium/Discount
TOTAL SOURCES

Uses of Funds

Deposit to Escrow Deposit Agreement
Deposit to Series 2024B Subaccount of Costs of Issuance Account⁽¹⁾
TOTAL USES

⁽¹⁾ Includes, without limitation, Underwriter's discount, legal, accounting and financial advisory fees, printing costs, [the Policy premium] and other costs associated with the issuance of the Series 2024 Certificates.

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CERTIFICATE PAYMENT SCHEDULE

Annual Basic Rent Payment requirements on the Series 2024A Certificates and the Series 2024B Certificates are as follows⁽¹⁾:

	Series 2024A Certificates			Series 2024B Certificates			Combined Basic Rent Payments
	Principal Component	Interest Component	Total	Principal Component	Interest Component	Total	
July 1							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
2039							
Totals							

(1) Excludes the Refunded Certificates which are currently outstanding but are not expected to be outstanding following the issuance of the Series 2024B Certificates.

THE MASTER LEASE-PURCHASE PROGRAM

The following is a brief summary of certain provisions of the Master Lease-Purchase Program of the Board and the Master Lease, as supplemented by the Lease Schedule No. 2024A and Lease Schedule No. 2008, and the same is not intended to be definitive. Reference is made to the Master Lease, which is available from the Board and the Trustee, for the complete text thereof. The Master Lease and forms of the Lease Schedule No. 2024A and Lease Schedule No. 2008 are in "APPENDIX C – CERTAIN LEGAL DOCUMENTS" hereto.

Authority

The Master Lease Program was established pursuant to the authority granted under the Act for the purpose of providing for the acquisition, construction and installation of educational and related facilities such as the Transaction Projects.

Lease Terms

Under the Transaction Lease Agreements, the Corporation is leasing to the Board the Transaction Projects identified in Lease Schedule No. 2024A and Lease Schedule No. 2008. The Series 2024A Lease commence on the date of delivery of the Series 2024A Certificates and continues through and including June 30, 2024, and is automatically renewable annually through June 30, 2039, unless sooner terminated in accordance with the provisions of the Series 2024A Lease. The Series 2008 Lease commences on the date of delivery of the Series 2024B Certificates and continues through and including June 30, 2024, and is automatically renewable annually through June 30, 2028, unless sooner terminated in accordance with the provisions of the Series 2008 Lease.

Termination of Lease Term

The Board may enter into Additional Leases in addition to Lease Schedule No. 2024. The Lease Term of the Leases will terminate upon the earliest of any of the following events:

(a) All Leases, including the Transaction Lease Agreements, will terminate on the latest Lease Payment Date set forth in such Lease (assuming all Lease Payments have been made);

(b) All Leases, including the Transaction Lease Agreements, will terminate in the event of non-appropriation of funds for the payment of Lease Payments;

(c) All Leases, including the Transaction Lease Agreements, will terminate upon a default by the Board with respect to any Lease and the termination of the Lease Term of all Leases by the Trustee pursuant to the Master Lease; and

(d) A particular Lease will terminate upon prepayment by the Board of the principal, Prepayment Premium, if any, and interest due on the Certificates related to the particular Projects leased under such Lease by the Board or upon provision for such payment pursuant to the Master Lease.

Effect of Termination for Non-Appropriation or Default

Upon termination of the Lease Term for the reasons referred to in (b) or (c) under "Termination of Lease Term" above, the Board is required to immediately relinquish its leasehold interest and deliver possession of all Projects financed under all Lease Agreements to the Trustee in the condition, state of repair and appearance required under the Lease Agreement, except for Designated Facilities, if any, which the Board shall not be required to surrender. Upon such surrender, the Trustee will sell or relet its interest in such Projects (other than Designated Facilities) in such manner and to such person or persons for any lawful purpose as it, in its sole discretion, determines to be appropriate. The proceeds derived from any such sale or reletting of the leasehold interest in such Projects will be applied, as provided in the Master Trust Agreement to the payment in full of the Series of Certificates relating to such Projects after payment of the pro rata portion of the expenses of the Trustee and then shall be applied as described in the Master Trust Agreement. In no event will owners of one Series of Certificates have any interest in or right to any proceeds of the disposition of Projects financed or refinanced with the proceeds of another Series of Certificates, except for Certificates issued to complete a particular set of Projects

("Completion Certificates") and partial Refunding Certificates. For a discussion of the remedies available to the Trustee if the Board refuses or fails to voluntarily deliver possession of the Projects to the Trustee, see "APPENDIX C – CERTAIN LEGAL DOCUMENTS – Master Lease-Purchase Agreement" herein.

Upon termination of the Lease Term for the reasons referred to in (b) or (c) under "Termination of Lease Term" above, the Board will be under no obligation to transfer possession of and/or title to the Designated Facilities to the Trustee, as assignee of the Corporation, and the Trustee will have no right under the Lease to involuntarily dispossess the Board of the use and enjoyment of or title to any of the Designated Facilities. See "THE TRANSACTION PROJECTS" herein.

There can be no assurance that the remedies available to the Trustee upon any termination of the Lease Term of any Lease for non-appropriation or default and the disposition of the Projects will produce sufficient amounts to pay the outstanding Certificates. Federal income tax status of payments made to Certificate holders after such termination may also be adversely affected. Further, after such termination of the Lease Term of all Lease Agreements, transfer of Certificates may be subject to the registration provisions of applicable federal and state securities laws. Accordingly, there is no assurance that the market for the Certificates will not be impaired following termination of the Lease Term of the Lease Agreement. See "RISK FACTORS" herein.

Lease Payments

Subject to the conditions stated in the Transaction Lease Agreements, the Board agrees to pay all Lease Payments; **PROVIDED, HOWEVER, THAT THE BASIC RENT PAYMENTS AND, CONSEQUENTLY, THE PRINCIPAL COMPONENT AND INTEREST COMPONENT REPRESENTED BY THE SERIES 2024 CERTIFICATES ARE PAYABLE SOLELY FROM THE BOARD'S AVAILABLE REVENUES SPECIFICALLY BUDGETED FOR SUCH PURPOSE. THE BASIC RENT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE BOARD ON AN ALL-OR-NONE BASIS. THE CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST AND THE PAYMENTS DUE FROM THE BOARD UNDER THE TRANSACTION LEASE AGREEMENTS AND THE CONTRACTUAL OBLIGATIONS OF THE BOARD UNDER THE TRANSACTION LEASE AGREEMENTS DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE CORPORATION, THE TRUSTEE, NOR ANY CERTIFICATE HOLDER MAY COMPEL THE LEVY OF ANY AD VALOREM TAXES BY THE BOARD TO PAY ANY LEASE PAYMENTS.** All Lease Payments due under the Transaction Lease Agreements will be made from current or other funds authorized by law and regulations of the State Department of Education and appropriated for such purpose by the Board.

On December 15 and June 15 of each year preceding each Payment Date, the Board is required to pay to the Trustee the Basic Rent Payment due. The Board is also required to pay, when due, Supplemental Rent consisting, among other things, of fees and expenses of the Trustee. Lease

Payments due under the Transaction Lease Agreements may be reduced, when applicable, by amounts credited as follows:

(a) The amount of interest and other income deposited in each subaccount of the Interest Account as Capitalized Interest and investment earnings on money deposited therein.

(b) The amount of moneys, if any, transferred to subaccounts of the Interest Account and Prepayment Fund upon the payment of all the Costs of a Project or the Completion Date.

(c) The amount of moneys, if any, transferred to each subaccount of the Interest Account from a Reserve Account if moneys are released therefrom in excess of the Reserve Requirement.

(d) The amount, if any, on deposit in each subaccount of the Principal Account and Interest Account which is not derived from the sources described in clauses (a), (b) and (c) above.

Lease Covenants

Under the Transaction Lease Agreements, the Board is responsible for the acquisition, construction and installation of the Transaction Projects pursuant to the specifications of the Board, including the letting of all contracts for the acquisition, construction and installation of the Series 2024A Project. In the Transaction Lease Agreements, the Board covenants that it will (i) maintain the Transaction Projects in good operating condition, repair and appearance, (ii) pay taxes, assessments and other governmental charges, and (iii) provide applicable insurance coverage which may include self insurance, including property and liability insurance, all in accordance with the terms and provisions relating to these requirements contained in the Lease. See "RISK FACTORS" herein.

Budget and Appropriation

The cost and expense of the performance by the Board of its obligations under the Transaction Lease Agreements and under any Additional Leases and the incurrence of any liabilities of the Board under the Transaction Lease Agreements and under any Additional Leases including, without limitation, the payment of all Lease Payments and all other amounts required to be paid by the Board under all Lease Agreements, are subject to and dependent upon appropriations being duly made from time to time by the Board for such purposes. Under no circumstances will the failure of the Board to appropriate sufficient funds constitute a default or require payment of a penalty, or in any way limit the right of the Board to purchase or utilize educational projects similar in function to those leased under any Lease.

Subject to the Board's right of non-appropriation, the Board covenants in the Master Lease to direct its Superintendent to provide for the Lease Payments in each annual tentative Budget which shall be submitted to the Board. The Transaction Lease Agreements will initially terminate at the end of the Initial Lease Term relating to the Transaction Projects, but will automatically be renewed for each Renewal Lease Terms relating thereto; provided, that such automatic renewal shall not occur and the Transaction Lease Agreements will terminate as of the end of the current Initial or Renewal Lease Term if the Board does not approve a tentative Budget and a final Budget in accordance with State law which appropriates sufficient funds from Available Revenues to

continue making Lease Payments in full for the next succeeding Renewal Lease Term for all Projects leased under the Master Lease beyond the end of the Initial Lease Term or the last Renewal Lease Term for which Lease Payments had been budgeted and appropriated (an "Event of Non-Appropriation"); provided, further, that in the event the Board's tentative or final Budget for such ensuing Renewal Lease Term is not enacted prior to the expiration of the then current Initial Lease Term or Renewal Lease Term relating to a Project, the Lease Term relating thereto will be deemed renewed pending the adoption of such tentative Budget and final Budget and the Board will be liable for any Lease Payments coming due during such period but only if the tentative Budget and final Budget makes available to the Board moneys which may legally be used to make the Lease Payments coming due during such period. Upon the occurrence of an Event of Non-Appropriation, the Board will not be obligated to pay Lease Payments beyond the then current Fiscal Year but will not be relieved of any obligations arising or accruing prior to such Event of Non-Appropriation including, without limitation, any obligation to deposit rebatable arbitrage in the Rebate Fund which may accrue prior to such Event of Non-Appropriation. The Board must deliver notice of the Event of Non-Appropriation to the Corporation, each Credit Enhancer and the Trustee within at least three Business Days thereof.

If an Event of Non-Appropriation occurs, the Board will peaceably return possession of each Project (other than Designated Facilities) to the Corporation, or its assignee or designee, within thirty (30) Business Days after the date on which such Event of Non-Appropriation occurs. The obligation to return the Projects will survive the termination of the Transaction Lease Agreements. Under no circumstances will the failure of the Board to appropriate sufficient moneys to pay Lease Payments constitute a Default or Event of Default under the Master Lease or require payment of a penalty, or in any way limit the right of the Board to purchase or utilize, buildings, facilities or equipment similar in function to the property leased under the Master Lease. For a discussion of the effect of termination of the Lease Term of the Lease, see "THE MASTER LEASE-PURCHASE PROGRAM – Effect of Termination for Non-Appropriation or Default" and "RISK FACTORS" herein.

THE CORPORATION

The Corporation is a Florida not-for-profit corporation formed for the purpose of acting as lessor in connection with "lease-purchase" capital financings for the Board. The Corporation may in the future initiate additional Schedules under the Master Lease, enter into other lease-purchase agreements with the Board and cause certificates of participation to be issued which represent lease payments to be made under one or more lease-purchase agreements with the Board. The members of the Corporation are the members of the Board. The Chair of the Board serves as Chair of the Board of Directors and President of the Corporation; the Vice Chair of the Board serves as Vice Chair of the Board of Directors and Vice-President of the Corporation; and the Superintendent of the Schools serves as ex-officio Secretary/Treasurer of the Corporation. There is no litigation pending against the Corporation.

The Corporation has assigned all of its right, title and interest in and to the Transaction Lease Agreements (except certain indemnification rights, the right to initiate additional Schedules from time to time and its obligation not to impair the tax status of the Series 2024 Certificates), including its right to receive Lease Payments from the Board, its right, title and interest in and to

the Series 2024A Ground Lease and Series 2008 Ground Lease, and its right to use, sell and relet Projects (other than Designated Facilities), to the Trustee. The Trustee directly collects from the Board all of the Basic Rent Payments which are the source of and security for payment of the Certificates. Therefore, the credit of the Corporation is not material to any of the transactions contemplated in this Offering Statement. No financial information concerning the Corporation has been included herein, nor is it contemplated that any such financial information will be included in any future Offering Statement relating to the sale of any additional Series of Certificates or other obligations of the Board or the Corporation.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

The Board is organized under Section 4, Article IX, of the Constitution of Florida and Chapters 1000 and 1001, Florida Statutes and is the governing body of the District. The geographic boundaries of the District are coterminous with those of Clay County, Florida (the "County"). For Fiscal Year 2023-24, the District operates 43 schools (excluding the [_____ virtual school]) with _____ full-time equivalent ("FTE") students (excluding charter and Florida Empowerment Scholarship students) and employs approximately _____ permanent employees, of which _____ are instructional. Management of the public schools within the District is independent of the County and municipal governments. The Board is authorized by State law to levy property taxes for school district operations, capital improvements and debt service. Property taxes are assessed by the Clay County Property Appraiser (the "Property Appraiser"). The Clay County Tax Collector (the "Tax Collector") collects taxes for the Board but exercises no control over expenditures by the Board.

The Organization and Powers of the Board

The Board is a body corporate existing under the laws of the State of Florida. The Board is the governing body of the District, consisting of members elected by districts for four year terms. Under existing law, the Board's duties and powers include, but are not limited to, the development of policies and rules for the efficient operation of the District; the acquisition, maintenance and disposition of school property within the District; the development and adoption of a school program for the District; the establishment, organization and operation of schools, including vocational and evening schools; the establishment and operation of programs for gifted students and for students in residential care facilities; the appointment, compensation, promotion, suspension and dismissal of employees; the establishment of courses of study and the provision of adequate instructional aids; and the establishment of a system to transport students to/from school or school-related activities.

The Board also has broad financial responsibilities, including, but not limited to, the approval of the annual budget, adoption of the school tax levy and the establishment of a system of accounting and budgetary controls. The annual budget and accounting reports must be filed with the State Department of Education.

The present members of the Board and the expiration of their respective terms are as follows:

Name	District	Term Expires
Ashley Gilhousen, Chair	District No. 5	November, 2026
Mary Bolla, Vice Chair	District No. 2	November, 2024
Beth Clark, Member	District No. 3	November, 2024
Michele Hanson, Member	District No. 4	November, 2026
Erin Skipper, Member	District No. 1	November, 2026

Superintendent of Schools

The Superintendent of Schools is elected by the voters of the County and serves as ex-officio Secretary of the Board. The Superintendent's powers include, but are not limited to, keeping the records of the Board, acting as custodian for District property, directing preparation of long-term and annual school programs, directing the work of district personnel, making policy recommendations to the Board in the area of child welfare, public transportation, school plant and district finance, and performing the additional duties assigned to him by law and the regulations of the State Department of Education. The current Superintendent was elected to a four-year term in November 2020 that ends in November 2024, having originally been appointed by the Governor of the State of Florida to fill a vacancy in March 2020.

Administration

Biographical descriptions of certain members of the District's administrative staff are as follows:

David Broskie, Superintendent, [insert short bio].

Susan Legutko, Assistant Superintendent for Business Affairs, [insert short bio].

Bryce Ellis, Assistant Superintendent for Operations, [insert short bio].

Academics

The Board offers students a complete range of instructional services ranging from basic and standard instructional programs to special programs for gifted children, a full complement of vocational educational programs at high schools and exceptional education for children with learning disabilities. The exceptional student education programs are available at different school sites.

For Fiscal Year 2023-24, the District operates _____ elementary schools comprised of students in kindergarten through the fifth grade; _____ middle schools, _____ for sixth

grade only and the other for grades seven and eight; two high schools, _____ serving grades nine through twelve and _____ serving grades six through twelve; and _____ other school providing an alternative education program for students grades kindergarten through twelve. The District also operates a virtual school. In addition, there are [four] charter schools in the District.

The elementary school program emphasizes basic skills including reading, writing, language arts, and mathematics. The balanced curriculum also includes instruction in science, computer literacy, health, social studies, art, music and physical education. The secondary school program begins with middle school curriculum centering on English, math, science, computer literacy and social studies. Students are encouraged to begin developing their strengths and interests through electives such as art, music, foreign languages and vocational exploratory programs. High school programs are designed to meet the needs of the college bound as well as vocational students. All of the high schools are fully accredited by [Cognia, formerly AdvancEd]. Students who plan to continue their education into college make take a broad range of college preparatory courses as well as advanced placement and honors courses.

Historical Growth

The following table presents a summary of general statistical data regarding the District.

**Summary of Statistical Data
Five-Year History**

School Year	Number of Schools	Number of Classroom Instructors	Average FTE Enrollment ⁽¹⁾	Expenditure per FTE Student ⁽²⁾
2022-23	43	2,785	38,731	8,335.27
2021-22	43	2,870	37,506	8,318.66
2019-20	43	2,911	38,281	8,299.40
2018-19	43	2,860	37,780	7,695.17

⁽¹⁾ Enrollment includes grades prekindergarten through twelfth students, including charter and Florida Empowerment Scholarship students. See "RECENT GOVERNMENTAL ACTIONS AFFECTING DISTRICT REVENUES – Legislative Changes Relating to School Choice" herein for information regarding the Florida Empowerment Scholarship and other school choice programs.

⁽²⁾ Expenditures include general fund, and special revenue funds.

Source: School District of Clay County, Florida.

Growth Projections for Student Enrollment

The State of Florida has estimated the following student enrollment for School Years 2023-24 through 2027-28:

**Projected Student Enrollment⁽¹⁾
School District of Clay County, Florida**

School Year	FTE
-------------	-----

	Enrollment
2023-24	40,309
2024-25	41,551
2025-26	42,407
2026-27	43,164
2027-28	44,100

⁽¹⁾ Includes charter and Florida Empowerment Scholarship students. Does not include adult education students.

Source: [State of Florida Office of Economic & Demographic Research, Conference Report for Pre-K-12 Enrollment Education Estimating Conference, Florida School District Programs Unweighted Full-Time Equivalent (FTE) Student Enrollment, January 10, 2024.]

Employee Relations

For Fiscal Year 2023-24, the Board employed _____ permanent employees. The instructional employees, including teachers, are represented for collective bargaining and other purposes by [The Clay Teachers' Association]. Support employees, including certain maintenance, transportation and custodial employees, are represented for collective bargaining and other purposes by [The Clay County Educational Support Personnel Association]. The remaining employees, who are primarily administrators, paraprofessionals and clerical staff, are not represented by a union and are not subject to a collective bargaining agreement. Both collective bargaining agreements are reopened each year for negotiation for wages and benefits that become effective July 1. [The Board has concluded negotiating a collective bargaining agreement with both the Clay Teachers' Association and the Clay County Educational Support Personnel Association for the 2023-24 school year].

Florida Retirement System and OPEB Obligations

The District participates in the Florida Retirement System ("FRS"), a cost sharing, multiple-employer, public employee retirement system, which covers substantially all regular employees of the District. Beginning in 2002, the FRS became one system with two primary plans, a defined benefit pension plan (the "FRS Pension Plan") and a defined contribution plan known as the Public Employee Optional Retirement Program (the "FRS Investment Plan"). FRS membership is required for all employees filling a regularly established position in a State agency, district school board, county, State university or State community college. Some municipalities, special districts, charter schools and metropolitan planning organizations also choose to participate in the FRS; however, participation is generally irrevocable after the entity elects to participate.

For information with respect to the District's FRS liability, including assumptions on which the calculation is based, see Note __ to the District's audited financial statements for the Fiscal Year ended June 30, 2023 which are attached hereto as APPENDIX B.

For information with respect to the District's obligations with respect to post-employment healthcare and non-pension benefits, commonly referred to as "other post-employment benefits" or "OPEB", including assumptions on which the calculation is based, see Note __ to the District's audited financial statements for the Fiscal Year ended June 30, 2023 which are attached hereto as APPENDIX B.

Accounting and Funds

Pursuant to Section 11.45, Florida Statutes, the financial operations of the Board are subject to annual audit. The Board may use independent auditors two out every three fiscal years with the Auditor General's office auditing the financial operations of the Board once every three fiscal years. Audit responsibilities assigned to the Auditor General and/or an independent auditor include the presentation of an annual report on the Board's financial statements, assessment of the adequacy of the Board's control environment, and determination of the Board's compliance with legal requirements.

The accounting practices of the Board are designed to conform to generally accepted accounting principles applicable to governmental units. GASB Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments created new basic financial statements for reporting the District's financial activities. In addition to fund financial statements, the financial statements include government-wide financial statements prepared on the accrual basis of accounting that split the District's programs between government and business-type activities. For Fiscal Year 2022-23, the organization of such financial statements was generally as follows:

Government-wide Financial Statements – The government-wide financial statements provide both short-term and long-term information about the District's overall financial condition in a manner similar to those of a private-sector business. The statements include a statement of net position and a statement of activities that are designed to provide consolidated financial information about the governmental activities of the District presented on the accrual basis of accounting. The statement of net position provides information about the District's financial position, its assets, and liabilities using an economic resources measurement focus. Assets less liabilities equal net position, which is a measure of the District's financial health. The statement of activities presents information about the change in the District's net position, the results of operations, during the fiscal year. An increase or decrease in net position is an indication of whether the District's financial health is improving or deteriorating. This information should be evaluated in conjunction with other nonfinancial factors, such as changes in the District's property tax base, student enrollment, and the condition of the District's capital assets including its school buildings and administrative facilities.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. Governmental activities, which are normally supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees charged to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the District's governmental activities and for each segment of the business-type activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function. Depreciation expense associated with the District's transportation department is allocated to the

student transportation services function, while remaining depreciation expense is not readily associated with a particular function and is reported as unallocated.

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the government's enterprise fund. Separate financial statements are provided for governmental funds and the proprietary fund.

The effects of interfund activity have been eliminated from the government-wide financial statements except for interfund services provided and used and net residual amounts between governmental and business-type activities.

Fund Financial Statements – The fund financial statements provide information about the District's funds, including the blended component unit. Separate statements for each fund category - governmental and proprietary, are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The District reports the following major governmental funds:

General Fund – to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.

Special Revenue – Food Service Fund – to account for the proceeds of Federal grants and related programs for the Food and Nutrition Services program, that are legally restricted to expenditure for specified purposes.

Special Revenue – Other Fund – to account for proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes. Because revenues of grants accounted for in the Special Revenue-Other Funds are not recognized until expenditures are incurred, these grant funds generally do not accumulate fund balances.

Special Revenue – Federal Education Stabilization Fund – to account for the proceeds of specific revenue sources that are legally restricted to expenditure for purposes that address the impacts of COVID-19. Federal *Coronavirus Aid, Relief, and Economic Security Act* and *American Rescue Plan Act* funding provided through the State is emergency relief to school districts. Because revenues of grants accounted for in the Special Revenue Funds are not recognized until expenditures are incurred, these grant funds generally do not accumulate fund balances.

Debt Service - Other Debt Service Fund - to account for the accumulation of resources for, and the payment of, debt principal, interest, and related costs for the long-term certificates of participation.

Capital Projects – Non-voted Capital Improvement Fund - to account for the financial resources generated by the non-voted capital improvement tax levy, Section 1011.71 (2), Florida Statutes, to be used for educational capital outlay needs, including new construction projects, maintenance, renovation and remodeling projects, and replacement equipment, motor vehicle

purchases, property and casualty insurance premiums, bus purchases, and debt service payments on certificates of participation.

Capital Projects - Other Capital Projects Fund - to account for various financial resources received from local sales taxes, local impact fees, and other miscellaneous sources, to be used for educational capital outlay needs and debt service payments on certificates of participation.

Additionally, the District reports the following proprietary and fiduciary fund types:

Internal Service Fund – to account for the District’s individual self-insurance programs.

During the course of operations, the District has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements, these amounts are reported at gross amounts as transfers in and out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the government-wide financial statements.

Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). Property taxes associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditures are generally recognized when the related fund liability is

incurred, as under accrual accounting. However, debt service expenditures, claims and judgments, pension benefits, other postemployment benefits, and compensated absences, are only recorded when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources. Allocations of cost, such as depreciation, are not recognized in governmental funds.

The proprietary fund is reported using the economic resources measurement focus and the accrual basis of accounting.

The charter schools are accounted for as governmental organizations and follow the same accounting model as the District's governmental activities.

See "APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2023" attached hereto.

Budget Process

State law requires the Board to adopt in each Fiscal Year a tentative budget and a final budget, each of which is required to be balanced with available funds. Revenues derived from ad valorem property taxes are budgeted, as required by State law, on the application of millage levies to 96 percent of the non-exempt assessed value of property in the County.

The Superintendent is responsible for recommending the tentative budget to the Board. State law further requires the Board to advertise its intent to adopt the tentative budget, including a proposed tax millage, within 29 days after certification of taxable property by the property appraiser, which is required by law to occur by July 1, unless extended.

The Board is required to hold a public hearing on the tentative budget and the proposed tax millage within five days, but not earlier than two days, after advertisement. At the hearing, the Board adopts a tentative budget and a resolution stating the millage rate to be levied and sets the date for the public hearing on the final budget. Following the hearing on the tentative budget, all property owners are notified by the Property Appraiser, usually in mid-August, of the date, time and place of the hearing on the final budget, the proposed millage rate, and the millage rate which would have had to be levied to raise the same ad valorem property tax revenue as was raised in the preceding year.

A public hearing and adoption of the final budget and tax millage are required within 80 days, but not earlier than 65 days, after the taxable property certification by the property appraiser. This public hearing usually occurs in September.

In no event may the millage rate adopted at the final budget hearing exceed the millage rate adopted at the tentative budget hearing unless each taxpayer within the District is sent notice by mail of the taxes under the tentative adopted millage rate and the taxes under the higher rate to be adopted at the final budget hearing. The final budget is submitted to the State Department of Education. After the final budget hearing, the Board must certify the final millage rate to the tax collector, the property appraiser and the State Department of Revenue. The District prepared its

tentative Fiscal Year 2023-24 budget which was adopted at a public hearing held on August 1, 2023, and its final budget for Fiscal Year 2023-24 which was adopted at a public hearing held on September 14, 2023.

Auditing System

In addition to a primary annual audit and local internal audits, two other budget reviews are conducted. The Department of Education conducts regular financial compliance reviews of each school district to ensure that the school districts comply with State regulations. In conjunction with this review, the Financial Management Section of the Department of Education reviews the cost reporting system of each school district to ensure that the Financial and Program Cost Accounting and Reporting for Florida Schools is being properly implemented by the Board.

General Fund Operations

The Board's general fund revenues are derived from federal and state appropriations and local sources. The table on the following page summarizes audited results of operations for the general fund for the Fiscal Years 2019-20 through Fiscal Year 2021-22, unaudited results of operations for the general fund for Fiscal Year 2022-23 and budgeted results of operations for the general fund for Fiscal Year 2023-24.

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**School District of Clay County, Florida
Summary of General Fund Operations**

	Audited			Unaudited	Budgeted
	FY 2020	FY 2021	FY 2022	FY 2023	FY2024
Revenues					
Federal	\$ 2,429,416	\$ 4,511,002	\$ 3,494,562	\$ 3,439,414	\$ 3,225,000
State	232,432,277	238,675,108	230,778,647	241,336,490	273,929,737
Local					
Property Taxes	67,676,874	70,199,411	72,807,361	78,220,462	90,278,790
Miscellaneous	5,210,588	4,286,239	5,149,714	10,584,041	6,892,718
Total Revenues	<u>\$307,749,155</u>	<u>\$317,671,760</u>	<u>\$312,230,285</u>	<u>\$333,580,407</u>	<u>\$374,326,245</u>
Expenditures					
Current Education					
Instruction	\$200,961,380	\$206,734,201	\$211,243,235	\$222,989,131	239,197,235
Pupil Personnel Services	15,572,363	16,185,272	17,251,161	18,543,505	19,171,865
Instructional Media Services	4,393,672	4,427,937	4,736,979	4,707,012	5,033,099
Instruction & Curriculum Development	3,940,576	4,211,503	4,347,225	4,474,382	4,898,138
Instructional Staff Training Services	2,823,135	2,472,444	2,891,259	3,400,754	4,697,379
Instructional Related Technology	4,224,537	4,964,794	4,625,762	5,069,512	6,378,774
School Board	777,174	990,400	674,980	899,746	1,348,152
General Administration	607,307	463,363	474,361	617,404	625,576
School Administration	15,775,867	16,627,852	17,435,323	17,853,945	17,357,473
Facility Acquisition & Construction	4,019,302	4,460,311	5,238,158	7,893,105	16,937,165
Fiscal Services	1,204,019	1,241,821	1,330,986	1,416,558	1,865,498
Food Services	175,908	121,767	176,404	326,215	212,821
Central Services	3,388,496	3,448,133	3,759,565	3,695,783	4,709,035
Pupil Transportation Services	10,970,908	11,088,468	11,999,756	13,473,354	15,631,344
Operation of Plant	27,471,048	25,882,611	25,745,723	28,321,947	32,383,873
Maintenance of Plant	5,736,523	6,025,787	6,682,535	7,547,158	8,913,162
Administrative Technology Services	1,296,912	1,396,355	1,723,381	1,613,047	1,746,835
Community Services	367,054	451,169	342,555	279,872	596,135
Fixed Capital Outlay:					
Facilities Acquisition & Construction	285,107	53,833	389,998	4,676,676	
Other Capital Outlay	13,038,623	755,480	1,761,747	1,414,421	
Debt Service					
Principal	723,483	--			
Interest and Fiscal Charges	53,428	--			
Total Expenditures	<u>\$317,806,821</u>	<u>\$312,003,502</u>	<u>\$322,831,093</u>	<u>\$349,213,526</u>	<u>381,703,559</u>
Excess (Deficit) Revenues Over Expenditures	\$ (10,057,666)	\$ 5,668,258	\$ (10,600,808)	\$ (15,633,119)	
Other Financing Sources (Uses)					
Operating Transfers In	\$ 4,297,810	\$ 3,961,945	4,804,836		
Inception of Capital Lease	10,680,670				
Sale of Capital Assets	93,965	123,102	140,812	71,546	
Insurance Loss Recoveries		7,580	8,328	93,632	
Transfers Out	(32,500)			11,896,903	
Total Other Financing Sources (Uses)	<u>\$ 15,039,945</u>	<u>\$ 4,092,628</u>	<u>\$ 4,953,976</u>	<u>\$ 12,062,080</u>	
Net Change in Fund Balance					
Fund Balances, Beginning of Year	\$31,725,396	\$36,707,675	\$46,468,562	\$40,821,729	37,250,690
Ending Fund Balance	36,707,675	46,468,562	40,821,729	37,250,690	34,065,950
Reserved and/or Designated	22,017,487	29,908,521	24,811,808	22,697,868	16,824,430
Unreserved (Undesignated)	14,690,189	16,560,040	16,009,921	14,552,822	17,241,520
Total Ending Fund Balance⁽¹⁾	<u>\$36,707,675</u>	<u>\$46,468,562</u>	<u>\$40,821,729</u>	<u>\$37,250,690</u>	<u>34,065,950</u>

Sources: For Fiscal Years 2019-20 through 2021-22, Audited Financial Statements for the School District of Clay County, Florida for the Fiscal Years Ended June 30, 2020 through 2022. For Fiscal Year 2022-23, School District of Clay County, Florida Annual Financial Report (unaudited) (ESE 348). For Fiscal Year 2023-24, District School Board of Clay County, Florida, District Summary Budget for Fiscal Year 2023-24.

General Fund Balance Guidelines

Section 1011.051, Florida Statutes, entitled "Guidelines for general funds" requires that if a school district's General Fund ending balance not classified as restricted, committed or nonspendable in the approved operating budget is projected to fall below three percent (3%) of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. The section further requires that if the General Fund ending balance not classified as restricted, committed or nonspendable is projected to fall below two percent (2%) of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. Within 14 days after receiving such notification of an ending balance below two percent (2%), if the Commissioner determines that the district does not have a plan that is reasonably anticipated to avoid a financial emergency as determined pursuant to Florida Statutes pertaining thereto, the Commissioner shall appoint a financial emergency board that may take certain delineated steps to assist a district school board in complying with the General Fund requirements. In Fiscal Year 2021-22, the District's General Fund ending balance not classified as restricted, committed or nonspendable was [5.26]% of General Fund Revenues and in Fiscal Year 2022-23 was [4.53]% (unaudited) of General Fund Revenues. For Fiscal Year 2023-24, the District's General Fund ending balance not classified as restricted, committed or nonspendable is budgeted to be [4.71]% of General Fund Revenues.

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Liabilities

Long-Term Debt. The following table detail District’s outstanding indebtedness and certain valuation and debt ratios.

**Selected Financial Information of
The School District of Clay County, Florida
Direct Long-Term Debt Statement
June 30, 2023**

	<u>General Obligation</u>	<u>Non-Self Supporting Revenue Debt</u>
DISTRICT DIRECT DEBT⁽¹⁾		
<u>Capital Leases</u>		
School Bus Lease	-	\$5,017,542
<u>Bonds Payable</u>		
District Revenue Bonds, Series 2010 ⁽²⁾		1,560,000
TOTAL DIRECT DEBT	\$ 0	\$6,577,542

⁽¹⁾ Excludes Certificates of Participation. See "INTRODUCTION" and "CERTIFICATE PAYMENT SCHEDULE" for a description of the Certificates of Participation expected to be outstanding following the issuance of the Series 2024 Certificate.

⁽²⁾ The District Revenue Bonds, Series 2010 is secured solely by funds distributed to the School Board pursuant to Section 212.20(6)(d)6.1., Florida Statutes.

Source: Annual Financial Report (unaudited) of the School District of Clay County, Florida for the Fiscal Year Ended June 30, 2023 [update with audited information upon release of 2023 audited financials].

Obligations Under Unrelated Lease Purchase Agreements

The Board has in the past, and may in the future, enter into lease purchase arrangements payable from the Capital Outlay Millage upon terms and conditions other than those in the Master Lease. Failure to make payments under any such lease agreement, or an event of default under any such lease agreement, will not affect the Lease Terms or cause the termination of the Transaction Lease Agreements or any other Lease Agreement. The Board periodically enters into lease purchase agreements for the acquisition of various types of equipment. As of June 30, 2023, leases for approximately 100 school buses with an original value of \$_____ were outstanding and for GPS and related software equipment with an original value of \$_____. The present value of the minimum lease payments was \$5,017,541.59 at June 30, 2023 with the final payment being due in 2026. These leases are not part of the Master Lease. See Notes [III, H., 2 and 3] to the Basic Financial Statements in "APPENDIX B – AUDITED FINANCIAL REPORT OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2023" hereto.

AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS

The Board derives its revenues for capital outlay projects from certain State and local sources. The major categories of these revenue services are briefly described below. In Fiscal Year 2022-23, excluding existing fund balances, approximately ___% of the annual revenues for capital improvements were provided by State revenues, approximately ___% were provided by local millage and sales tax and approximately ___% were provided by investment earnings and other sources.

State Sources

Public Education Capital Outlay. A source of State educational funding contributions to the Board's capital outlay requirements is the Florida Public Education Capital Outlay Program ("PECO"). PECO funds are derived from revenues generated from the gross receipts tax levied on utilities pursuant to Article VII of the Florida Constitution. The vast majority of such revenues are generated from assessments imposed on the sale of telecommunication services and electricity pursuant to Chapter 203, Florida Statutes. The method of allocation of funds to the district school boards is provided by State law based upon a statutory formula, a component of which is the number of full-time equivalent students in the school system. The Commissioner of Education of the State administers PECO and allocates or reallocates funds as authorized by law. In recent years, PECO funds have been almost exclusively allocated to charter schools in the State. The Board did not receive any non-charter school PECO Funds for Fiscal Years 2021-22 or 2022-23. The District is not budgeted to receive any non-charter school PECO Funds for Fiscal Year 2023-24. PECO funds do not constitute Available Revenues.

Capital Outlay and Debt Service Funds. The State Capital Outlay and Debt Service Funds ("CO&DS") also provide funds for the Board's capital outlay requirements. CO&DS Funds are derived from a portion of the revenues collected from motor vehicle license charges. The Board received \$1,463,020.32 in CO&DS funds in Fiscal Year 2021-22 and \$1,526,986 (unaudited), inclusive of interest, in CO&DS funds in Fiscal Year 2022-23. The District is budgeted to receive \$1,300,000 in CO&DS funds in Fiscal Year 2023-24. CO&DS are legally available to the Board to pay the Principal Component of Basic Rent Payments, but only if the Project financed thereby appears on a project priority list approved by the State Board of Education. The components of the Transaction Projects are **[not on a project priority list]** approved by the State Board of Education.

Capital Outlay Bonds. The State Board of Education Capital Outlay Bonds are serviced entirely by the State using a portion of the District's share of revenue derived from CO&DS funds. The annual sinking fund requirements are determined by the State Board of Administration (the "SBA") and amounts necessary to retire bonds and pay interest are withheld from amounts due to the District. The District does not have any bonds outstanding under this program.

Other State Sources. Under the Act, the District may be entitled to receive other State revenues pursuant to other programs if the District achieves certain standards relating to its capital outlay efforts. Some of such revenues may be used to make lease purchase payments. It is not possible at this time to determine or estimate the amount of such State revenues, if any, that the District may receive in the future.

Local Sources

Local revenue for school district support is derived primarily from real and tangible personal property taxes. In addition, the District receives local option sales surtax revenues and earns interest on cash invested and collects other miscellaneous revenues.

AS DESCRIBED HEREIN, THE BOARD EXPECTS TO PAY THE BASIC RENT PAYMENTS WITH RESPECT TO THE SERIES 2024 CERTIFICATES FROM THE DISCRETIONARY SALES SURTAX DESCRIBED BELOW. HOWEVER, THE CAPITAL OUTLAY MILLAGE DESCRIBED BELOW IS ALSO AVAILABLE TO PAY THE BASIC RENT PAYMENTS WITH RESPECT TO THE SERIES 2024 CERTIFICATES IN THE EVENT DISCRETIONARY SALES SURTAX REVENUES ARE INSUFFICIENT FOR SUCH PURPOSE.

NOTWITHSTANDING THE FOREGOING, THE BOARD DOES NOT HAVE THE ABILITY TO APPROPRIATE BASIC RENT PAYMENTS FOR ONE LEASE AGREEMENT OR SOME COMBINATION OF LEASE AGREEMENTS ONLY. THE BOARD'S ANNUAL APPROPRIATION FOR BASIC RENT PAYMENTS MUST BE FOR ALL LEASE AGREEMENTS UNDER THE MASTER LEASE OR IT MUST TERMINATE ALL LEASE AGREEMENTS UNDER THE MASTER LEASE. IN THE EVENT THE BOARD DECIDES NOT TO APPROPRIATE FUNDS IN ITS ANNUAL BUDGET FOR ALL OF SUCH LEASE AGREEMENTS, THE BOARD WOULD, AT THE TRUSTEE'S OPTION, HAVE TO SURRENDER MASTER LEASED PROJECTS, INCLUDING THE TRANSACTION PROJECTS, TO THE TRUSTEE FOR THE BENEFIT OF THE OWNERS OF THE CERTIFICATES WHICH FINANCED OR REFINANCED SUCH PROJECTS.

School Capital Outlay Surtax. Chapter 212, Florida Statutes, imposes a 6% sales tax on the sales price of tangible personal property sold at retail in the State, subject to certain exemptions therefrom. A similar tax is imposed on the cost price of tangible personal property when the property is not sold, but is used, consumed, distributed or stored for use in the State. The largest single source of tax receipts in the State is the sales and use tax.

Section 212.055(6), Florida Statutes, authorizes school boards to impose a discretionary sales surtax of up to 0.5% per dollar for fixed capital expenditures or fixed capital costs associated with the construction, reconstruction, or improvement of school facilities and campuses which have a useful life expectancy of five or more years, and any land acquisition, land improvement, design and engineering costs related thereto, as well as retrofitting and providing for technology implementation, including hardware and software for various sites within the District. Surtax revenues may be used for the purpose of servicing bond indebtedness to finance projects authorized by Section 212.055(6), Florida Statutes, and any interest accrued thereto may be held in trust to finance such projects. However, neither the surtax revenues nor any interest accrued thereto may be used for operational expenses. The levy of the surtax must be approved by a referendum of the electors of the county in which the school district is located. By statute, the sales amount above \$5,000 on any item of tangible personal property is not subject to the surtax.

Pursuant to Section 212.054, Florida Statutes, the Florida Department of Revenue ("FDOR") has the responsibility to administer, collect and enforce all surtaxes, including the

Discretionary Sales Surtax. The proceeds of the Discretionary Sales Surtax are transferred to the Discretionary Sales Surtax Clearing Trust Fund. A separate account in the trust fund is to be established for each county or school board imposing such a surtax. FDOR is authorized to deduct up to 3% of the total revenue generated for all counties or school boards levying a surtax for administrative costs. The amount deducted for administrative costs is required to be used only for those costs solely and directly attributable to the surtax. The total administrative costs are to be prorated among those counties or school boards levying the surtax on the basis of the amount collected for a particular county or school board to the total amount collected for all counties or school boards.

Pursuant to Section 212.15, Florida Statutes, vendors are required to remit sales tax receipts by the twentieth (20th) day of the month immediately following the month of collection. No statute prescribes a deadline for remitting surtax proceeds to the local governing bodies. However, according to the accounting division of FDOR, FDOR consistently remits the surtax proceeds to such local governing bodies by the twenty-fifth (25th) day of the month immediately following receipt by FDOR.

On July 8, 2019, the Board duly adopted Resolution No. 19-16 [was this ever amended?] (the "Sales Tax Resolution") providing for the levying and imposition, throughout the incorporated and unincorporated areas of the County, of an additional tax of 0.5% per dollar on all transactions occurring in the County subject to the aforementioned 6% tax (the "Discretionary Sales Surtax"), the proceeds of which will be applied to pay the costs of construction, reconstruction, renovation, remodeling, land acquisition and improvement of school facilities, including safety, security, and technology upgrades and facility improvements within the District. The Sales Tax Resolution also authorized the financing of such activities with the use of the Discretionary Sales Surtax.

On November 3, 2020, the levy of the Discretionary Sales Surtax was placed on the ballot and approved by a majority of the electors in the County who voted in the referendum. The Discretionary Sales Surtax is effective for a 30-year period commencing January 1, 2021 and ending December 31, 2050. The Discretionary Sales Surtax revenues are required to be shared with eligible charter schools in the District based on their proportionate share of total District enrollment.

School District of Clay County, Florida
Estimated Discretionary Sales Surtax Revenues
2021-2024

Fiscal Year Ended June 30	Total Discretionary Sales Surtax Revenues	Distribution (from Total) to Eligible Charter Schools
2021 ⁽¹⁾	\$ 6,037,755	\$ _____
2022	16,869,417	_____
2023 ⁽²⁾	17,825,454	_____
2024 ⁽³⁾	_____	_____

⁽¹⁾ For the six months ended June 30, 2021 (the first six months of levy and collection).

⁽²⁾ Unaudited.

⁽³⁾ For the ___ months ended [_____, 1, 2024]; unaudited.

Source: For Fiscal Years 2020-21 through 2022-23, Audited Financial Statements for the School District of Clay County, Florida for the Fiscal Years Ended June 30, 2021, 2022 and [2023]. For Fiscal Year 2023-24, The School Board of Clay County Florida, Business Affairs Department.

The amount of Discretionary Sales Surtax revenues distributed to the District is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the County, (ii) legislative changes relating to the sales tax, which may include changes in the scope of taxable sales, and (iii) other factors which may be beyond the control of the District. See also, "RISK FACTORS - State Revenues" and " - Coronavirus (COVID-19)" herein.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE BOARD EXPECTS TO PAY THE BASIC RENT PAYMENTS REPRESENTED BY THE SERIES 2024 CERTIFICATES PRIMARILY FROM THE CAPITAL OUTLAY MILLAGE DESCRIBED BELOW. [HOWEVER, DISCRETIONARY SALES SURTAX REVENUES ARE ALSO AVAILABLE TO PAY THE BASIC RENT PAYMENTS WITH RESPECT TO THE SERIES 2024 CERTIFICATES IN THE EVENT OTHER AVAILABLE REVENUES ARE INSUFFICIENT FOR SUCH PURPOSE]. SEE ALSO, "RISK FACTORS - FLUCTUATIONS IN SALES SURTAX REVENUES" HEREIN.

THE DISCRETIONARY SALES SURTAX REVENUES ARE NOT PLEDGED TO THE PAYMENT OF THE SERIES 2024 CERTIFICATES, AND THE HOLDERS OF THE SERIES 2024 CERTIFICATES WILL NOT HAVE A LIEN UPON ANY DISCRETIONARY SALES SURTAX REVENUES. ADDITIONALLY, THE DISCRETIONARY SALES SURTAX REVENUES MAY BE PLEDGED TO SECURE OTHER BONDS OR OBLIGATIONS ISSUED BY THE DISTRICT IN THE FUTURE AND THE HOLDERS OF SUCH BONDS OR INDEBTEDNESS WOULD HAVE A PRIOR LIEN UPON SUCH DISCRETIONARY SALES SURTAX REVENUES.

Ad Valorem Taxes. School boards may levy a non-voted millage (the "Capital Outlay Millage") for capital outlay and maintenance purposes, pursuant to Section 1011.71(2), Florida Statutes. Currently, the maximum amount of Capital Outlay Millage may be up to 1.50 mills. Revenues from the Capital Outlay Millage may be used to fund, among other things, new construction, remodeling, site acquisition and improvement; maintenance and repair; school bus purchases; payments under lease purchase agreements and certain short-term loans. Prior to July 1, 2012, payments from the Capital Outlay Millage for lease-purchase agreements for educational facilities and sites were not permitted to exceed three-fourths of the revenues of the Capital Outlay Millage. However, effective July 1, 2012, the three-fourths limitation was waived for lease-purchase agreements originally entered into prior to June 30, 2009. **The Board is not required to levy any millage for capital outlay purposes in the future. Since revenues from the Capital Outlay Millage may be used for, but are not pledged to, the payment of Basic Rent Payments under the Transaction Lease Agreements and the Transaction Lease Agreements, the failure of the Board to levy all or a portion of the Capital Outlay Millage would have an adverse effect on available revenues from which the Board may appropriate funds to make Basic Rent Payments.** In the event that revenues generated from the Capital Outlay Millage are insufficient to make payments under a lease-purchase agreement entered into prior to June 30, 2008, an amount equal to the revenue generated from 0.50 mills of the operating levy may be used to make such Lease Payments. Additionally, if the revenue from 1.50 mills is insufficient to make payments under a lease-purchase agreement entered into prior to

June 30, 2009 or to meet other critical capital needs, a school board may elect to levy up to 0.25 mills for capital purposes in lieu of a like amount of discretionary operating millage. Pursuant to recently enacted legislation, school districts must share a portion of the Capital Outlay Millage revenues with eligible charter schools in such school district. See "Sharing of Capital Outlay Millage with Charter Schools" below.

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The following table sets forth the District's capital outlay levies for Fiscal Year 2023-24:

<u>Capital Outlay Millage</u>	<u>District Levy</u>	<u>Description</u>	<u>Max</u>
Capital Outlay Millage	1.500 mills	Non-voted millage for capital outlay and maintenance purposes.	1.500 mills
Capital Outlay Discretionary Millage	0.000 mills	If revenue from the Capital Outlay Millage is insufficient to make payments due under a lease purchase agreement entered into prior to June 30, 2009, or to meet other critical school district fixed capital outlay needs, a school board may levy up to an additional 0.25 mills of Capital Outlay Millage in addition to the 1.5 mills, in lieu of levying an equivalent amount of the discretionary mills for operations (i.e., Current Operating Discretionary Millage)	0.250 mills

Ad valorem tax receipts for capital and maintenance purposes increased from \$20,751,847 in Fiscal Year 2021-22 to \$23,943,896 (unaudited) in Fiscal Year 2022-23. The District is budgeted to receive approximately [\$27,613,822] of ad valorem tax receipts for capital and maintenance purposes for Fiscal Year 2023-24.

Sharing of Capital Outlay Millage with Charter Schools. On May 11, 2023, CS/CS/HB 1259 ("HB 1259") was signed into law by Florida Governor Ron DeSantis. HB 1259 modifies the provisions of Section 1013.62, Florida Statutes, relating to Capital Outlay Millage revenues that are required to be shared with eligible charter schools in each school district in the State. HB 1259 removes a previously existing State funding threshold for purposes of determining whether Capital Outlay Millage revenues must be shared with eligible charter schools in a school district and establishes a five-year glide path of local sharing of Capital Outlay Millage revenues between each school district in the State and eligible charter schools therein. The calculation methodology set forth in HB 1259 first reduces a school district's available Capital Outlay Millage revenues by the school district's annual debt service for obligations incurred as of March 1, 2017, which are being satisfied by Capital Outlay Millage revenues and which have not been subsequently retired. The remaining Capital Outlay Millage revenues are then divided by the sum of (a) the school district's capital outlay FTE students and (b) the total number of FTE students at eligible charter school in the school district to determine a capital outlay allocation per FTE student. Next, such capital outlay allocation per FTE student is multiplied by the total number of FTE students at each eligible charter school in the school district to determine a capital outlay allocation for each charter school in the school district. Next, if applicable, the capital outlay allocation to each charter school is reduced by the total amount of State funds allocated to each charter school in the school district thereby reducing the amount of Capital Outlay Millage revenues required to be shared by the school district. The remaining amount, if any, is the amount the school district must share with eligible charter schools in the school district in such year. However, the legislation provides for a

five-year phase in for such amounts so that the amount to be paid by the school district for each year pursuant to the above-described methodology will be multiplied by 20% for Fiscal 2023-24 and increase by 20% each year until Fiscal Year 2027-28 at which time it would equal 100% of the amount described in the preceding sentence. HB 1259 took effect on July 1, 2023. These provisions of HB 1259 are expected to reduce the amount of Capital Outlay Millage revenues available to the Board to make Basic Rent Payments on the Certificates. For Fiscal Year 2023-24, the District estimates it will be required to share \$94,248 in Capital Outlay Millage revenues with eligible charter schools in the District. Such amount is projected to increase to approximately \$471,240 by Fiscal Year 2027-28. However, the Board does not expect any such reduction to adversely impact its ability to make Basic Rent Payments.

Maximum Cost Per Student Station. A school board may not use revenues from the Capital Outlay Millage to pay for any portion of the cost of any new construction of educational plant space with a total cost per student station, including change orders, in excess of the amounts set forth in Section 1013.64(6)(b)1., Florida Statutes, as adjusted (the "Maximum Cost Per Student Station"). For purposes of calculating the Maximum Cost Per Student Station, certain costs such as legal and administrative costs, site improvement costs (incidental to construction), costs related to school security/hardening capital improvements, among other costs, are not included. As of July 1, 2019, if the new construction of educational plant space is subject to a lease-purchase agreement entered into pursuant to Section 1011.71(2)(e), Florida Statutes (such as the Transaction Lease Agreements), a district school board (i) may use certain local funding sources (including the Discretionary Sales Surtax, educational impact fees, and voter approved ad valorem taxes, in each case if legally available for such purpose) to pay for the new construction of educational plant space, and (ii) may, but is not required to, use the Capital Outlay Millage revenues and certain State funding sources to pay for the portion of the cost for new construction of educational plant space which does not exceed the Maximum Cost Per Student Station requirements or for costs which are not included in Maximum Cost Per Student Station calculation.

On March 27, 2023, the Governor of the State signed House Bill No. 1 ("HB 1") into law. HB 1 provides, among other things, that an unfinished construction project for new construction of educational plant space that was started on or before July 1, 2026, is exempt from the Maximum Cost Per Student Station limits. During the Florida Legislature's 2024 Regular Session, the Legislature adopted SB 7002 which, if approved by the Governor, will replace the latest starting date of July 1, 2026 to July 1, 2028. Regardless of such legislation, the Series 2024A Project is a construction project for new construction of educational plant space that will be started on or before July 1, 2026 and is therefore exempt from the Maximum Cost Per Student Station limits.

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Capital Outlay Millage Required to Cover Certificate Payments

The following table sets forth the millage levy that would provide 1.00x coverage of the maximum annual Basic Rent Payments represented by the Series 2024 Certificates based on current law, assuming 96% collection of the taxes levied:

Anticipated Capital Outlay Millage Required to Cover Basic Rent Payments Represented by the Series 2024 Certificates

<i>Fiscal Year 2023-24</i>	
Net Taxable Assessed Valuation⁽¹⁾	\$19,176,265,443
Capital Outlay Millage	1.50
Assumed Tax Collection Rate	96.0%
Total Revenue Generated by 1.50 mill Levy at 96% Collection	\$27,613,822
<i>FY 23-24 Capital Outlay Millage Required to Satisfy Maximum Annual Basic Rent Payments Represented by the Series 2024 Certificates</i>	
Maximum Annual Basic Rent Payments Represented by the Series 2024 Certificates (Fiscal Year 20__ - __)	
Minimum Capital Outlay Millage Needed to Satisfy Maximum Annual Lease Payments Represented by the Series 2024 Certificates ⁽²⁾	mills
<i>Sharing of the Capital Outlay Millage with Eligible District Charter Schools</i>	
Annual Debt Service Obligation Incurred as of March 1, 2017	\$ _____ ⁽²⁾⁽³⁾
Estimated Total Allocation of Capital Outlay Millage to Eligible District Charter Schools	\$ _____ ⁽³⁾
Less Total Amount of State Charter School Local Option Funding Allocated to Eligible District Charter Schools	\$0 ⁽³⁾
Maximum Capital Outlay Millage Revenue Shared with Eligible District Charter Schools ⁽³⁾	\$ _____
Maximum Capital Outlay Millage Shared with Eligible District Charter Schools	mills
Minimum Capital Outlay Millage Revenue Remaining after Charter School Payments	\$
<i>Capital Outlay Millage Available After Basic Rent Payments Represented by the Series 2024 Certificates and Charter School Payments</i>	
Minimum Remaining Capital Outlay Millage	mills
Total Minimum Remaining Revenue Anticipated from Capital Outlay Millage	\$

⁽¹⁾ Preliminary July 1, 2023 certified figure. Prior to adjustments on appeals from taxpayers. See "AD VALOREM TAXATION – Property Assessment and County Property Appraiser" herein.

⁽²⁾ Under current law, the 75% limitation on the use of the Capital Outlay Millage revenues for the payment of lease-purchase agreements is waived for lease-purchase agreements originally entered into prior to June 30, 2009. The Series 2008 Lease was originally entered into prior to June 30, 2009 and is therefore not subject to the 75% limitation.

⁽³⁾ Based on requirements of HB 1259 as estimated by the District for Fiscal Year 2023-24. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources - Sharing of Capital Outlay Millage with Charter Schools" herein. Source: The School District of Clay County, Florida.

OPERATING REVENUE OF THE DISTRICT

The District derives its operating income from a variety of federal, state and local sources. The major categories of these income sources for the operating funds are briefly described below. **Prospective purchasers should assume that operating funds will not be available to make Lease Payments and that such payments will be made solely from available revenues for capital outlay projects, in particular, the Discretionary Sales Surtax.** See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS" herein.

State Sources

The District's two major sources of funds from the State are (i) the basic Florida Education Finance Program ("FEFP") receipts and (ii) FEFP categorical program receipts.

Florida Education Finance Program. The major portion of State support is distributed under the provisions of the Florida Education Finance Program, which was enacted by the State Legislature in 1973. Basic FEFP funds are provided on a weighted full-time equivalent ("FTE") student basis and through a formula that takes into account: (i) varying program costs; (ii) cost differentials between districts; (iii) differences in per-student costs due to the density of student population; and (iv) the required level of local support. Program cost factors are determined by the State Legislature each year. The amount of FEFP funds disbursed by the State is adjusted four times during each year to reflect changes in FTE and in other variables comprising the formula, as well as to compensate for increases or decreases in ad valorem tax revenue resulting from adjustments to the valuation of non-exempt property in each county. To participate in FEFP funding, the District must levy a minimum millage for operating purposes, which is set by the State Department of Education. The District's general fund receipts from the State for FEFP pursuant to the above formula for Fiscal Years 2021-22 and 2022-23 were \$191,163,115 and \$198,103,790 (unaudited), respectively, and are budgeted at \$234,334,225 for Fiscal Year 2023-24.

FEFP categorical programs are lump sum appropriations from the State intended to supplement local school district revenues to enhance the delivery of educational and support services by each school district. In recent years, most categorical programs have been eliminated and the funds are now earmarked within the FEFP base student allocation. The only remaining categorical program is class size reduction. The allocation for class size reduction is based on a funding formula. The majority of the funds available require appropriation by the Board for the purposes for which they were provided. Class size reduction funds were \$37,331,887 and \$37,495,725 (unaudited) for Fiscal Years 2021-22 and 2022-23, respectively, and are budgeted at \$37,159,379 for Fiscal Year 2023-24.

FEFP funding is derived from two main sources: State sales tax revenues and local property taxes. The State determines the funding split between the two sources for each district. As a smaller school district, the District is heavily dependent on State funding for a large portion of FEFP funding. For Fiscal Year 2022-23, State revenues provided ___% (unaudited) of the FEFP funds and are budgeted to provide _____% of the FEFP funds for Fiscal Year 2023-24.

State Lottery Revenues. A portion of the revenues generated from the State lottery is distributed to each Florida school district as Discretionary Lottery revenue and Florida School Recognition Program revenue. The Florida School Recognition program recognizes schools that have received an "A" or improved at least one letter grade from the previous school year and, under Florida Statutes is required to be used for nonrecurring bonuses for school faculty and staff, nonrecurring expenditures for educational equipment or materials, for temporary personnel to assist schools in maintaining or improving student performance, or any combination of these. The District [did not] receive any Discretionary Lottery or Florida School Recognition Program revenues for Fiscal Year 2021-22, but received \$3,007,741 in State revenues under the Florida School Recognition Program in Fiscal Year 2022-23. The District is not budgeted to receive any funds under such programs in Fiscal Year 2023-24.

Local Sources

Ad Valorem Taxes. Local revenue for District operating support is derived almost entirely from ad valorem real and tangible personal property taxes. In addition, the District earns interest on cash invested and collects other miscellaneous revenues.

The Florida Constitution limits the non-voted millage rate that school boards may levy on an annual basis for operational funds to 10 mills (\$10 per \$1,000 of taxable real and personal property value). The millage limitation does not apply to taxes approved at referendum by qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies. Chapter 1011, Florida Statutes, further limits the millage levy for operational purposes to an amount established each year by the State appropriations act and finally certified by the Commissioner of the State of Florida Department of Education. Within this operational limit, each school district desiring to participate in the State's allocation of FEFP funds for current operations must levy a non-voted millage rate that is determined annually by the State Legislature and certified by the Commissioner of the State of Florida Department of Education and is referred to as the district "required local effort." For Fiscal Year ending June 30, 2024, the District's required local effort is 3.151 mills and for the Fiscal Year ended June 30, 2023, was 3.164 mills.

In addition to the "required local effort," school districts are entitled to an additional non-voted current operating "discretionary millage" not to exceed an amount established annually by the Legislature and up to 1.5 mills for capital outlay and maintenance of school facilities. However, the District may levy up to an additional 0.25 mills for capital outlay and maintenance of school facilities in lieu of operating discretionary millage. For Fiscal Year ended June 30, 2023, the District's discretionary operating millage was 0.748 mills and is 0.748 mills for the Fiscal Year ending June 30, 2024. The District did not levy any capital outlay discretionary millage for Fiscal Years 2022-23 or 2023-24. See "AD VALOREM TAXATION - Millage Set by Local Governing Body - District Millage Rates" herein.

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The following table sets forth the District's operating millage levies for Fiscal Year 2023-24:

<u>Operating Millage</u>	<u>District Levy</u>	<u>Description</u>	<u>Max</u>
Required Local Effort	3.151 mills	Each school district desiring to participate in the State's allocation of FEFP funds for current operations must levy a non-voted millage rate that is determined annually by the State Legislature	3.151 mills
Prior Period RLE Adjustment	0.005 mills	Non-voted; not to exceed amount established annually by the State; authorized when the preliminary taxable value for the prior year is greater than the final taxable value for such year, thereby resulting in lower than expected revenues from the required local effort millage	0.005 mills
Current Operating Discretionary Millage	0.748 mills	Non-voted; not to exceed amount established annually by the State Legislature	0.748 mills
Additional Operating Millage (Voter Approved)	1.000 mills	School boards may, upon approval by voters in a local referendum or general election, levy an additional millage for operating needs up to an amount that when combined with the non-voted millage does not exceed 10 mills. Such levy shall be for a maximum of four years.	1.000 mills

Budgeted revenues from ad valorem taxes were based on applying millage levies to ninety-six percent (96%) of the non-exempt assessed valuation of real and personal property within the County. Ad valorem tax receipts for operating purposes increased from \$72,807,361 for Fiscal Year 2021-22 to \$78,220,462 (unaudited) for Fiscal Year 2022-23. Ad valorem taxes for operating purposes are budgeted to be \$_____ for Fiscal Year 2023-24.

Federal Sources

The District receives certain Federal moneys, both directly and through the State, substantially all of which are restricted for specific programs. Direct Federal revenue sources were \$70,322 and \$65,761 (unaudited) in Fiscal Years 2021-22 and 2022-23, respectively, and are budgeted at \$875,000 for Fiscal Year 2023-24. Federal funds through the State totaled \$475,743 and \$446,917 (unaudited) in Fiscal Years 2021-22 and 2022-23, respectively, and are budgeted to be \$2,350,000 in Fiscal Year 2023-24.

AD VALOREM TAXATION

The following information is provided in view of the fact that a large portion of the Board's revenues are derived from ad valorem taxation.

Property Assessment and County Property Appraiser

General. Ad valorem taxes may be levied only by counties, school districts, municipalities, and certain special districts (railroad properties are centrally assessed at the State level). No State ad valorem taxes shall be levied upon real estate or tangible personal property. State law requires that all ad valorem taxation be assessed at a uniform rate within each taxing unit and, with certain exceptions, that real and personal property subject to ad valorem taxation be assessed at 100% of its just value. See "Limitation on Increase in Assessed Value of Property" below. The following property is generally subject to taxation in the manner provided by law: (a) all real and personal property in the State and all personal property belonging to persons residing in the State; and (b) all leasehold interests in property of the United States, of the State, or any political subdivision, municipality, agency, authority, or other public body corporate of the State. Pursuant to the Constitution of the State of Florida and State law, certain of such property may be exempt from ad valorem taxation. See "Exemptions from Ad Valorem Taxation" below.

Determination of Property Valuation. The Property Appraiser determines property valuation on real and tangible personal property subject to ad valorem taxation as of January 1 of each year. By July 1 of each year, the Property Appraiser notifies the County, the District, each municipality within the County, and each other legally constituted special taxing district within the County as to its just valuation, the legal adjustments and exemptions, and the taxable valuation. The taxable valuation is then used by each taxing body to calculate its ad valorem millage for the budget year. See "Limitation on Increase in Assessed Value of Property" and "Millage Set by Local Governing Body" below for limitations on increases in assessed value of property.

Limitation on Increase in Assessed Value of Property. The Constitution of the State of Florida limits the increases in assessed just value of homestead property to the lower of (a) 3% of the assessment for the prior year or (b) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The accumulated difference between the assessed value and the just value is known as the "Save Our Homes Benefit." Further, any change of ownership of homestead property or upon termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status; new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead; and changes, additions, reductions or improvements to the homestead shall initially be assessed as provided for by general law.

Owners of homestead property may transfer up to \$500,000 of their Save Our Homes Benefit to a new homestead property purchased within three years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a

proportional amount of their Save Our Homes Benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead.

For all levies other than school district levies, assessment increases for specified non-homestead real property may not exceed 10% of the assessment for the prior year. See "Legislation Relating to Ad Valorem Taxation – Recent Amendments Relating to Ad Valorem Taxation" below.

Preparation of Tax Roll. The Property Appraiser applies the final certified millage of each taxing body to the assessed valuation on each item of real and tangible personal property and prepares the final tax roll which is certified to the Tax Collector by October 1. This permits the printing of tax bills for delivery on November 1 of each year. The tax bills contain all of the overlapping and underlying millages set by the various taxing bodies. All ad valorem taxes are collected by the Tax Collector and distributed to the various taxing bodies. See "Tax Collection and Distribution by Tax Collector" below.

Appealing Property Valuation. Concurrently with notification to the various taxing bodies, the Property Appraiser notifies each property owner of the proposed valuation and the proposed millage on his or her property. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (a) request an informal conference with the Property Appraiser to resolve the issue, (b) file a petition with the clerk of the County value adjustment board (the "Adjustment Board"), or (c) appeal to the Circuit Court within 60 days of the certification for collection of the tax roll or within 60 days of the issuance of a final decision by the Adjustment Board. A petition to the Adjustment Board must be signed by the taxpayer or be accompanied at the time of filing by the taxpayer's written authorization for representation by a qualified person. Property owners appealing the assessed value or assigned classification of their property must make a required partial payment of taxes (generally equal to 75% of the ad valorem taxes due, less the applicable statutory discount, if any) with respect to the properties that will have a petition pending on or after the delinquency date (normally April 1). A property owner's failure to make the required partial payment before the delinquency date will result in the denial of the property owner's petition. A taxpayer receives notice of the hearing and is required to provide the Property Appraiser with a list of evidence, copies of documentation, and summaries of testimony prior to the hearing before the Adjustment Board. The Adjustment Board holds public hearings on such petitions and may make adjustments to the valuations made by the Property Appraiser if such valuations are found not to be fair and at market value. The Adjustment Board must complete all required hearings and certify its decision with regard to all petitions and certify to the Property Appraiser the valuation to be used by June 1 following the tax year in which the assessments were made. The June 1 requirement shall be extended until December 1 in each year in which the number of petitions filed with the Adjustment Board increased by more than 10% over the previous year. These changes are then made to the final tax roll.

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Assessed Valuation of Taxable Property

The following table sets forth the percentage of taxable value to total assessed value for Fiscal Years 2019 through 2023.

**School District Clay County, Florida
Assessed Value of Taxable Property
Last Five Fiscal Years**

Fiscal Year (June 30)	Total School Assessed Value	Total Value of Exemptions	Total School Taxable Value ⁽¹⁾	Percentage Increase of School Taxable Value From Prior Fiscal Year
2019	\$11,930,452,878			
2020	12,708,844,125			
2021	13,520,428,257			
2022	14,393,742,499			
2023	16,555,465,982			

⁽¹⁾ Includes real, personal and centrally assessed property.

Source: _____

Millage Set by Local Governing Body

General. The Constitution of the State of Florida provides that ad valorem taxes shall not be levied in excess of the following millages upon the assessed value of real estate and tangible personal property: for all county purposes, ten mills; for all municipal purposes, ten mills; for all school purposes, ten mills; for water management purposes for the northwest portion of the state lying west of the line between ranges two and three east, 0.05 mill; for water management purposes for the remaining portions of the state, 1.0 mill; and for all other special districts a millage authorized by law approved by voters. With respect to schools, the millage limitation does not apply to taxes approved at referendum by qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies.

As described above, the Property Appraiser is required to certify to each taxing authority the aggregate taxable value of all non-exempt property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination of the forthcoming budget and millage levy. The form on which such certification is made by the Property Appraiser is required to include instructions to each taxing authority describing the proper method of computing a millage rate, which, exclusive of new construction, additions to structures, deletions and property added due to geographic boundary changes, will provide the same ad valorem tax revenues for each taxing authority as was levied during the prior fiscal year. See "Millage Rollback Legislation" below.

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property valuation within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements. State law requires the Board to adopt and maintain a balanced tentative budget and a balanced final budget,

in which anticipated revenues less certain required deductions combined with beginning fund balances equal appropriations. The Board is required to advertise its intent to adopt a tentative budget, including a capital outlay budget, within 29 days following receipt from the Property Appraiser of the preliminary certification of taxable value. The Board holds a public hearing on the tentative budget and the proposed tax rates within five days of its advertisement, and officially adopts the tentative budget and tax rates at the hearing. Thereafter, the Property Appraiser prepares tax millage notices for property owners within the District. The final budget and tax rate are fixed in September of each year, following a final public hearing and in accordance with statutory timelines. The Superintendent is responsible for preparing the preliminary and tentative budgets for recommendation to the Board. Generally, the final budget is substantially the same as the tentative budget since the Board's hiring plans and materials purchases have been determined before the final Budget is adopted. The Board adopted the final budget for the Fiscal Year 2023-24 on September 14, 2023.

As part of the budget process, the District is required to provide advance notice of the purposes for which the District intends to spend budgeted amounts, including those derived from the revenues generated from the Capital Outlay Millage, and to adopt a budget that shows the capital outlay expenditures applicable to each project. For information regarding the Capital Outlay Millage, see "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" herein. The District currently lists in such notice all projects that may begin within the Fiscal Year which are reasonably anticipated to be funded from revenues generated from the estimated Capital Outlay Millage. This listing is provided to allow for public input for all capital outlay projects that are reasonably anticipated to be funded from the revenues.

Millage Rollback Legislation. In 2007, the Florida Legislature adopted a property tax plan that significantly impacted ad valorem tax collections for State local governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities, and special districts to rollback their millage rates for the Fiscal Year 2007-08 to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-07; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-07 ad valorem tax revenues by 0% to 9%. In addition, the Millage Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future fiscal years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body. School districts are not required to comply with the particular provisions of the Millage Rollback Legislation relating to limitations on increases in future years.

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District Millage Rates. The following table contains current and historical millage rates (tax per \$1,000 of assessed value) levied by the Board for the Fiscal Years 2019-20 through 2023-24:

	District Millage Rates 2020-2024				
	Fiscal Year Ended June 30				
	2020	2021	2022	2023	2024
General Fund					
Required Local Effort ⁽¹⁾	3.799	3.641	3.527	3.171	3.156
Discretionary	0.748	0.748	0.748	0.748	0.748
Additional Voted Operating	1.000	1.000	1.000	1.000	1.000
Subtotal	5.547	5.389	5.275	4.919	4.904
Capital Improvement	1.500	1.500	1.500	1.500	1.500
Total Millage Levy	7.047	6.889	6.775	6.419	6.404

⁽¹⁾ Inclusive of Prior Period Funding Adjustment Millage, if any.
Source: The School District of Clay County, Florida.

See "OPERATING REVENUES OF THE DISTRICT – Local Sources – Ad Valorem Taxes" and "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Revenue Sources – Capital Outlay Millage" herein for additional information on the various millages authorized to be levied by the school districts.

Tax Collection and Distribution by Tax Collector

General. All real and tangible personal property taxes are based on assessed values as certified and delivered to the Tax Collector by the Property Appraiser as described above. The Tax Collector mails to each property owner on the tax roll a tax bill for the taxes levied by the various taxing authorities in the County. Taxes may be paid upon receipt of such bill with discounts at the rate of 4% if paid in the month of November, 3% if paid in the month of December, 2% if paid in the month of January, and 1% if paid in the month of February. Taxes paid during the month of March are without discount. Because of the discount in ad valorem taxes for payments made prior to March 1, taxes collected will likely never be 100% of the tax levy.

The Tax Collector is required to distribute the taxes collected to each governmental unit levying the tax. Such distribution is to be made four times during the first two months after the tax roll comes into its possession, and once per month thereafter.

Delinquent Taxes. All unpaid taxes on real and tangible property become delinquent on April 1 of the year following the year in which the taxes were levied. Delinquent real property taxes bear interest at the rate of 18% per year from April 1 until paid, or until payment is no longer required or until a tax certificate is sold at auction (from which time the interest rate shall be as bid by the buyer of the tax certificate). Delinquent tangible personal property taxes also bear interest at the rate of 18% per year from April 1 until paid. Delinquent personal property taxes must be

advertised within 45 days after delinquency, and after May 1, the property is subject to warrant, levy, seizure and sale.

Tax Certificates and Tax Deeds. On or before June 1 or the 60th day after the date of delinquency, whichever is later, the Tax Collector must advertise once each week for three weeks and must sell tax certificates on all real property that is the subject of delinquent taxes. The tax certificates are sold to those bidding the lowest interest rate. Such certificates include the amount of delinquent taxes, the penalty interest accrued thereon and the cost of advertising. Delinquent tax certificates not sold at auction become the property of the County. State law provides that real property tax liens are superior to all other liens, except prior Internal Revenue Service liens.

To redeem a tax certificate, the owner of the property must pay all delinquent taxes, the penalty interest that accrued prior to the date of the sale of the tax certificate, charges incurred in connection with the sale of the tax certificate, omitted taxes, if any, and interest at the rate shown on the tax certificate (or interest at the rate of 5%, whichever is higher) from the date of the sale of the tax certificate to the date of redemption. If such tax certificates or liens are not redeemed by the property owner within two years, the holder of the tax certificates can cause the property to be sold to pay off the outstanding certificates and the interest thereon.

At any time after two years have elapsed since April 1 of the year of the issuance of a tax certificate and before the expiration of seven years, the holder of the tax certificate may apply for a tax deed with respect to any tax certificate it holds. Two years after such April 1, the County may make application for a tax deed with respect to any tax certificate it holds. Upon receipt of such applications, a public sale is advertised and held (unless the property is redeemed), and the highest bidder at such sale receives a tax deed for the property. Provisions are also made for the collection of delinquent tangible personal property taxes, but in a different manner, which includes the possible seizure of the tangible personal property.

**The School Board of Clay County, Florida
Property Tax Levies and Collections**

Fiscal Year Ended June 30	School Taxes Levied	Total Collections ⁽¹⁾	Percentage of Levy
2019	\$73,578,832	\$70,904,764	96.37%
2020	89,392,833	86,162,676	96.39
2021	93,379,919	89,786,051	96.15
2022	97,301,335	97,330,341	100.03
2023			

⁽¹⁾ Net of allowable discounts. See "AD VALOREM TAXATION - Procedures for Tax Collections and Distribution" above.

Source: The School District of Clay County, Florida Audited Financial Statements for the Fiscal Years Ended June 30, 2019-2023.

Exemptions from Ad Valorem Taxation

General. State law provides for numerous exemptions and limitations on ad valorem taxation of real property and tangible personal property. Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, literary, charitable, scientific, and governmental uses. Certain additional exemptions and limitations are described below. This description does not purport to describe all exemptions available to property owners in the State, and reference is made to the Constitution of the State of Florida and Chapter 196, Florida Statutes, for a full description of such exemptions. In addition, State law allows for, but does not mandate, the imposition of some exemptions by local governments by ordinance. Certain recent amendments to existing provisions relating to ad valorem tax exemptions are described under "Legislation Regarding Ad Valorem Taxes – Recent Amendments Relating to Ad Valorem Taxation."

Constitutional Exemptions. The Constitution of the State of Florida provides for the following exemptions from ad valorem taxation:

Exempt Entities/Exempt Purposes. The Constitution of the State of Florida provides that all property owned by a municipality and used exclusively by it for municipal or public purposes shall be exempt from taxation. A municipality, owning property outside the municipality, may be required by general law to make payment to the taxing unit in which the property is located. Such portions of property as are used predominantly for educational, literary, scientific, religious or charitable purposes (exempt purposes) may be exempted by general law from taxation. State law provides that all property owned by an exempt entity, including educational institutions, and used exclusively for exempt purposes shall be totally exempt from ad valorem taxation and all property owned by an exempt entity, including educational institutions, and used predominantly for exempt purposes (at least 50%) shall be exempted from ad valorem taxation to the extent of the ratio that such predominant use bears to the nonexempt use.

Household Goods and Personal Effects. The Constitution of the State of Florida provides that there shall be exempt from taxation, cumulatively, to every head of a family residing in the State, household goods and personal effects to the value fixed by general law, not less than \$1,000 and to every widow or widower or person who is blind or totally and permanently disabled, property to the value fixed by general law not less than \$500. State law exempts from taxation to every person residing and making his or her permanent home in the State, all household goods and personal effects and exempt property up to the value of \$500 of every widow, widower, blind person, or totally and permanently disabled person who is a resident of the State.

Tangible Personal Property and Renewable Energy Devices. The Constitution of the State of Florida provides that by general law and subject to conditions specified therein, \$25,000 of the assessed value of property subject to tangible personal property tax shall be exempt from ad valorem taxation. Effective January 1, 2018 through December 31, 2037, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law.

Property Dedicated in Perpetuity for Conservation. The Constitution of the State of Florida provides that there shall be granted an ad valorem tax exemption for certain real property

dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Homestead Exemption. The Constitution of the State of Florida provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to \$50,000. The first \$25,000 applies to all property taxes, including school district taxes. The additional exemption, up to \$25,000, applicable to the assessed value of the property between \$50,000 and \$75,000, applies to all levies other than school district levies. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption. In addition to the general homestead exemption described in this paragraph, the following additional homestead exemptions are authorized by State law.

Certain Active Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of injury while serving during wartime may be entitled to a \$5,000 reduction in the assessed value of his or her property. This exemption is not limited to homestead property. Under certain circumstances, a veteran's surviving spouse may be entitled to carry over these exemptions.

Permanently and Totally Disabled Veterans. A military veteran who is a resident of the State and was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on property they own and use as their homesteads. A similar exemption is available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Discounts for Disabled Veterans. Each veteran who is age 65 or older and is partially or totally permanently disabled may receive a discount on the assessed value of the property that the veteran owns and uses as a homestead. The discount is a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Department of Veteran's Affairs.

Deployed Military Personnel. Each person who receives a homestead exemption; who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the Florida Legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days during the preceding calendar year the person was deployed on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the Legislature divided by the number of days in that year.

Exemption for Disabled First Responders. First responders who are totally and permanently disabled as a result of injuries sustained in the line of duty receive ad valorem tax relief on their homestead property. The amount of tax relief, to be defined by general law, can equal the total amount or a portion of the ad valorem tax otherwise owed on the homestead property. Florida defines first responders as law enforcement officers, correctional officers, firefighters, emergency medical technicians and paramedics.

Surviving Spouses of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January 1 of the year in which the first responder died.

Certain Totally and Permanently Disabled Persons. Any real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Other Exemptions. Other exemptions include, but are not limited to, nonprofit homes for the aged (subject to income limits for residents), proprietary continuing care facilities, not for profit sewer water/waste water systems, certain hospital facilities and nursing homes for special services, charter schools, certain historic property used for commercial purposes, and certain tangible personal property.

Legislation Relating to Ad Valorem Taxation

Recent Amendments Relating to Ad Valorem Taxation. In recent legislative sessions, several legislative proposals and proposed constitutional amendments were passed (and approved by voters in the case of constitutional amendments) affecting ad valorem taxation, including classification of agricultural lands during periods of eradication or quarantine, deleting requirements that conservation easements be renewed annually, providing that just value of real property shall be determined in the first tax year for income restricted persons age 65 or older who have maintained such property as their permanent residence for at least 25 years, authorizing a first responder who is totally and permanently disabled as a result of injuries sustained in the line of duty to receive relief from ad valorem taxes assessed on homestead property, revising procedures with respect to assessments, hearings and notifications by the value adjustment board, and revising the interest rate on unpaid ad valorem taxes.

Future Amendments Relating to Ad Valorem Taxation. Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in each session of the Florida Legislature. Many of these proposals have provided for new or increased exemptions to ad valorem taxation and limited increases in assessed valuation of certain types of property or otherwise restricted the ability of local governments in the State to levy ad valorem taxes at current levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would have a material adverse

effect upon the collection of ad valorem taxes by the District, the District's finances in general or the District's ad valorem taxing power.

Principal Property Tax Payers

The following table contains the list of the County's ten largest taxpayers for the Fiscal Year ended June 30, 2022.

**Clay County, Florida
Ten Largest Property Taxpayers
2022**

Taxpayer	Taxable Assessed Valuation	Percentage of Total Taxable Assessed Valuation
Clay Electric – Co-op, Inc.	\$228,843,931	1.56%
Orange Park Medical Center	105,623,195	0.72
Orange Park Mall, LLC	75,820,000	0.52
Mid-America Apartments, LP	72,050,000	0.49
Vallencourt Construction Co., LLC	51,938,967	0.35
Teco Pipeline FL, LLC	50,266,989	0.34
PC Parkland FL, LLC	49,258,000	0.34
Invitation Homes, Inc.	47,260,478	0.32
Florida Power & Light	42,601,262	0.28
Guidewell Group	<u>40,889,201</u>	<u>0.28</u>
Total	\$764,552,023	5.22%

Source: The School Board of Clay County, Florida – Business Affairs Department.

RECENT GOVERNMENTAL ACTIONS AFFECTING DISTRICT REVENUES

General

During recent years, various other legislative proposals and constitutional amendments relating to ad valorem taxation and District revenues have been introduced in the State Legislature. Many of these proposals provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. Other proposals have sought to restrict the ability of local governments to use certain revenues for payment of debt service, to provide for additional procedures and notices to issue tax-supported debt or to require certain local revenues to be shared with charter school in the school district. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances.

Constitutional Amendments Related to Class Size Reduction

Amendment 9 to the State Constitution required the State Legislature to provide funding for sufficient classrooms so that class sizes can be reduced to certain constitutional class size maximums by the beginning of the 2010 school year. Amendment 9, and Sections 1003.03 and 1013.735, Florida Statutes, relating to the implementation of Amendment 9 are referred to herein as the "Class Size Legislation."

The Class Size Legislation established constitutional class size maximums limiting students per class to no more than 18 for pre-kindergarten through 3rd grade, 22 for grades 4 through 8 and 25 for grades 9 through 12. Compliance is determined on a period-by-period basis. In the event a school district is not in compliance with such requirements (based on October student enrollment), the Class Size Legislation provides that the State shall reduce the class size funding, which can be adjusted for good cause. For those school districts that are in compliance with the Class Size Legislation, a reallocation bonus of up to 5% of the base student allocation shall be distributed. School districts not in compliance are required to submit to the Commissioner of Education a corrective action plan that describes specific actions the district will take in order to fully comply with the requirements by October of the following year. If the district submits the certified plan by the required deadline, 75% of the funds remaining after the reallocation to school districts will be reallocated based upon each school district's proportion of the total reduction.

The Class Size Legislation further created an "Operating Categorical Fund for Class Size Reduction," the "Classroom for Kids Program," the "District Effort Recognition Grant Program" and the "Class Size Reduction Lottery Revenue Bond Program" to provide funding for capital outlays and operating expenditures necessary in relation to these mandated class size reductions.

The Class Size Legislation requires each school board to consider implementing various policies and methods to meet these constitutional class sizes, including encouraging dual enrollment courses, encouraging the Florida Virtual School, maximizing instructional staff, reducing construction costs, using joint-use facilities, implementing alternative class scheduling, redrawing attendance zones, implementing evening and multiple sessions and implementing year-round and non-traditional calendars.

As of the October 2023 survey, the week during which the Department of Education determines compliance with class size maximums, the District had [100% of its schools in compliance].

Legislative Changes Relating to School Choice

During the State Legislature's 2016 Regular Session, the Legislature enacted House Bill 7029 ("HB 7029"). Among other things, a parent whose child is not subject to a current expulsion or suspension order may seek enrollment in and transport his or her child to any public school in the State, including a charter school, which has not reached capacity. The school district or charter school shall accept and report the student for purposes of funding through the FEFP. The school district or charter school may provide student transportation at their discretion. HB 7029 requires the capacity determinations of each school district and charter school to be current and identified on their respective school websites. Each school must provide preferential treatment in its

controlled open enrollment process to: (1) dependent children of active duty military personnel who moved as a result of military orders, (2) children relocated due to foster care placement in a different school zone, (3) children relocated due to a court ordered change in custody as a result of separation or divorce, or the serious illness or death of a parent, and (4) students residing in the school district. Students residing in the school district may not be displaced by a student from another school district. A student who transfers may remain at the school until the student completes the highest grade level offered. This amendment took effect with the 2017-18 school year. At present, the impact of the school choice provisions of HB 7029 on the District's finances has been minimal.

HB 7029 also revises the method for enforcing compliance with the Class Size Legislation to clarify that for purposes of enforcing compliance, the calculation is based upon the statutory formula used to determine the reduction in class size categorical funding for noncompliance. At present, the Class Size Legislation compliance enforcement provisions of HB 7029 have not had any significant impact on the District's finances.

House Bill No. 7045 ("HB 7045") was passed during the 2021 Florida legislative session and signed into law by the Governor. HB 7045 merged the State's school choice programs for certain disabled students and expanded eligibility for school voucher programs for low- and middle-income students and students subject to harassment, consolidates existing school-choice programs, increased the amount of State funding for the consolidated school-choice programs to \$200 million and allowed the use of scholarship funds for private school tuition and other expenses such as tutoring, computers, and internet access. If a significant number of eligible students transition to private schools, it is likely to have an adverse impact on the District's finances. See "RISK FACTORS - State Revenues" herein.

HB 1, which significantly expands the eligibility criteria of the State's school voucher programs, was signed into law by Florida Governor Ron DeSantis on March 27, 2023. HB 1, among other things, expands eligibility for the Florida Tax Credit Scholarship Program and the Family Empowerment Scholarship Program to any student that is a resident of Florida and is eligible to enroll in kindergarten through grade 12 in a public school. HB 1 also significantly increases the number of Florida Tax Credit Scholarships that may be awarded each year, and then removes the limits beginning in 2027-28. HB 1, in combination with House Bill 3C which was signed into law and became effective on November 13, 2023, remove the existing limits on the number of Family Empowerment Scholarships that may be given each year. HB1 also provides that the amount of the Family Empowerment Scholarship is equal to 100% of the school district's FEFP funding per student, including most categorical grants. Authorized uses of scholarship funds include, among other authorized expenses, tuition and fees for a student to attend an eligible private school. HB 1 took effect on July 1, 2023. Such provisions of HB 1 could potentially lead to a substantial increase in the number of Florida Tax Credit Scholarships and/or Family Empowerment Scholarship recipients. If a significant number of eligible students in the District transition to private schools, it is likely to have an adverse impact on the District's finances. See "RISK FACTORS – State Revenues" herein.

Distribution of Capital Outlay Funds to Charter Schools

On May 11, 2023, Florida Governor Ron DeSantis signed HB 1259, which took effect on July 1, 2023. HB 1259 revised the methodology for calculating when school districts must share Capital Outlay Millage revenues with eligible charter schools in such school district. The applicable provisions of HB 1259 are expected to result in a requirement that the District share additional Capital Outlay Millage revenues with eligible charter schools in the District and therefore reduce the amount of Capital Outlay Millage revenues available to pay Basic Rent Payments on the Certificates. For Fiscal Year 2023-24, the District estimates that it will be required to share \$_____ Capital Outlay Millage revenues with eligible charter schools in the District. Such amount is projected to increase to approximately \$_____ by Fiscal Year 2027-28. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Revenue Sources – Sharing of Capital Outlay Millage with Charter Schools" herein.

Schools of Hope

In addition to requiring school districts to share the Capital Outlay Millage revenue with charter schools, House Bill 7069 ("HB 7069"), as amended by House Bill 7070 in 2019, also establishes the Schools of Hope Program to encourage traditional public schools within the State and charter operators throughout the country to replicate their model and service students from persistently low-performing schools and students who reside in a Florida Opportunity Zone (as defined therein). These provisions of HB 7069, now codified in Section 1002.333, Florida Statutes, provide for the establishment of Schools of Hope, which are charter schools operated by a Hope Operator to service students from one or more persistently low-performing schools; are located within a Florida Opportunity Zone or in the attendance zone of the persistently low-performing school or within a five mile radius of such school, whichever is greater; and is a Title I eligible school. Section 1002.333, Florida Statutes, defines "persistently low-performing schools" as schools that have earned three consecutive school grades below a "C" pursuant to Section 1008.34, Florida Statutes, in at least three of the previous five years and has not earned a school grade of "B" or higher in the most recent two school years, and a school that was closed pursuant to Section 1008.33(4), Florida Statutes within two years of a notice of intent, and defines "Hope Operators" as nonprofit organizations that operate three or more charter schools with a record of serving students from low-income families and receives such designation from the Florida Department of Education. Pursuant to Section 1002.333, Florida Statutes, the statutory requirements for the application, approval, and contract that apply to charter schools do not apply to Schools of Hope; instead, a Hope Operator submits a notice of intent to a school district in order to open a School of Hope and the school district is required to enter into a performance based agreement with a Hope Operator within 60 days of receiving a notice of intent.

Section 1002.333, Florida Statutes, also (a) provides Schools of Hope with certain statutory authority, including, but not limited to, allowing a School of Hope to be designated as a local educational agency for the purposes of receiving federal funds; (b) provides that Schools of Hope are exempt from Chapters 1000-1013, Florida Statutes, and all school board policies, except any laws related to (i) the student assessment program and school grading system, (ii) student progression and graduation, (iii) provisions of services to students with disabilities, (iv) civil rights, (v) student health, safety, and welfare, (vi) public meetings, (vii) public records, and (viii) the code of ethics for public officers and employees.; (c) provides provisions for facilities for Schools of

Hope; (d) provides provisions for funding Schools of Hope, including that they be funded in accordance with the statutory provisions relating to funding for charter schools and be considered a charter schools for purposes of charter school capital outlay; (e) establishes the School of Hope Program to cover specified operational expenses for Schools of Hope; and (f) establishes the Schools of Hope Revolving Loan Program to help Schools of Hope cover school building construction and startup costs.

The District [does not have] any schools that are currently considered a "persistently low-performing school" under HB 7069. At this time, the Board cannot determine what impact HB 7069 will have on the District if a school were to become a "persistently low-performing school."

Public Safety Mandate

In 2018, the Florida Legislature passed Senate Bill 7026 ("SB 7026") which, among other things, includes provisions designed to: enhance school safety policies, procedures, and personnel at the State and local level; improve and expand mental health services; and revise laws and empower law enforcement and the courts to limit access to firearms by young adults or by individuals exhibiting a risk of harming themselves or others. Specifically, SB 7026 requires each school board and superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options: (a) establish school resource officer programs through cooperative agreements with law enforcement agencies; (b) commission one or more school safety officers for the protection and safety of school personnel, property, and students within the school district; (c) at a school district's discretion, and if established by the sheriff's office, participate in the Guardian Program, which allows certain school employees (but not employees who exclusively perform classroom duties as classroom teachers) to carry a firearm on school grounds if such employee volunteers and completes the statutorily required training. During the 2019 Legislative session, the State Legislature passed CS/CS/SB 7030 ("SB 7030") which among other things, removes the prohibition on individuals who perform exclusively classroom duties as a teacher from participating in the Guardian Program. However, the decision to allow teachers to be armed guardians remains with each individual school board.

The School Board established a District Police Department in 2019 that currently employs approximately ___ School Resource Officers. However, in November 2023, the Board voted to discontinue the District's Police Department and to begin contract negotiation with the Clay County Sheriff's Office to provide school resource officers. The cost of District Police Department the to the District for Fiscal Year 2021-22 was \$_____ for ___ School Resource Deputies (including ___ for the charter school in the District). The cost for the 2022-23 Fiscal Year was \$_____ for ___ School Resource Deputies (including ___ for the charter school in the District). For the 2023-24 Fiscal Year, the School Board has budgeted \$_____ for ___ School Resource Deputies (including ___ for the charter school in the District). The School Board is currently negotiating with the Clay County Sheriff's Office to provide school resource officers for the 2024-25 Fiscal Year and is unable at this time to predict the cost of such services.

RISK FACTORS

THE PURCHASE OF THE SERIES 2024 CERTIFICATES IS SUBJECT TO CERTAIN RISKS. EACH PROSPECTIVE INVESTOR IN THE SERIES 2024 CERTIFICATES IS ENCOURAGED TO READ THIS OFFERING STATEMENT IN ITS ENTIRETY. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE FACTORS DESCRIBED BELOW WHICH, AMONG OTHERS, COULD AFFECT THE MARKET PRICE OF THE SERIES 2024 CERTIFICATES TO AN EXTENT THAT CANNOT BE DETERMINED.

Annual Right of the Board to Terminate the Lease Agreement

Although the Board has determined that all of the Projects, including the Transaction Projects, are necessary to its operations and currently intends to continue the Transaction Lease Agreements for the Maximum Lease Term and has covenanted in the Transaction Lease Agreements that the Superintendent will include a sufficient amount in the tentative Budget and final Budget to enable the Board to make the Lease Payments due in each Fiscal Year, the Board is not required, legally or otherwise, to appropriate funds for Basic Rent Payments. If for any Fiscal Year the Board does not approve a final Budget which appropriates sufficient funds from Available Revenues in a line item specifically identified for payment of its obligations under the Transaction Lease Agreements or any Additional Leases, the Master Lease shall terminate as of the last day of the then Initial Lease Term or last Renewal Lease Term for which moneys have been budgeted and appropriated, and the Board will not be obligated to make Lease Payments accruing or arising thereafter except for payment representing the number of days they occupied the Projects, and the Board shall be required to peaceably surrender use, possession and control of the Projects (excluding Designated Facilities) to the Trustee.

The likelihood that the Transaction Lease Agreements will be terminated as the result of an Event of Non-Appropriation is dependent upon certain factors that are beyond the control of the Series 2024 Certificate Owners, including the continuing future utility of the Transaction Projects to the Board in terms of location, design, capacity, and other factors, and changes in population or demographics within the County.

Tax Exemption

Upon termination of the Master Lease, there is no assurance that payments made by the Trustee or the Insurer, if any, with respect to the Series 2024 Certificates and the Interest Component of Basic Rent Payments represented by the Series 2024 Certificates will be excludable from gross income for federal income tax purposes. See "TAX EXEMPTION" herein.

Limitation on Disposition; Ability to Sell or Relet

Following an Event of Default under the Master Trust Agreement (which includes an Event of Non-Appropriation or Event of Default under the Master Lease), the Trustee may take possession of the Transaction Projects (other than Designated Facilities). The Trustee's ability to actually achieve such a disposition of the Transaction Projects is limited by its inability to convey fee simple title to the Transaction Projects and by the governmental nature of the Transaction Projects. Moreover, due to the governmental nature of the Transaction Projects, it is not certain whether a court would permit the exercise of the remedies to sell, relet or dispose of the Trustee's

interest in the Transaction Projects. Also, there is no assurance that the Trustee will be able to sell, relet or dispose of the Trustee's interest in the components of the Transaction Projects or that the Owners of the Series 2024 Certificates will obtain payment of all or any portion of the Principal Component or Interest Component thereof upon an Event of Default under the Master Trust Agreement.

Applicability of Securities Laws

In the event of the termination of the Master Lease, the transfer of the Series 2024 Certificates may be subject to or conditioned upon compliance with the registration provisions of applicable federal and state securities laws. Accordingly, there is no assurance that liquidity of the Series 2024 Certificates will not be impaired following termination of the Master Lease.

Capital Outlay Millage Revenue

The amount which can be realized by the District derived from the Capital Outlay Millage can be affected by a variety of factors not within the control of the District or the Board including, without limitation, fluctuations in the level of the assessed valuation of property within the County. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS" herein. Moreover, the Board is not legally required to impose the Capital Outlay Millage. See "SECURITY FOR THE SERIES 2024 CERTIFICATES – Limited Obligations of the Board" and "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" herein.

The maximum Capital Outlay Millage is also subject to change pursuant to changes in applicable law and is subject to sharing with charter schools in the District. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" herein and "RECENT GOVERNMENTAL ACTIONS AFFECTING DISTRICT REVENUES – Distribution of Capital Outlay Funds to Charter Schools" herein for information regarding legislation that requires the Board to share Capital Outlay Millage revenues with charter schools in the District.

Fluctuations in Discretionary Sales Surtax Revenues

The amount of Discretionary Sales Surtax revenues distributed to the Board is subject to increase or decrease due to various factors which may be beyond the control of the Board or the Series 2024 Certificate holders and which may have a material adverse impact on the amount of Discretionary Sales Surtax revenues distributed to the District. Such factors include: (i) increases or decreases in the dollar volume of sales within the County subject to the Discretionary Sales Surtax, and (ii) legislative changes relating to the Discretionary Sales Surtax, which may include changes in the scope of taxable sales.

On June 21, 2018, the United States Supreme Court in *South Dakota v. Wayfair, Inc., et al.* held that states can require retailers to collect sales tax on internet sales regardless of whether they maintain a physical presence in the state. In that particular case, the South Dakota legislation required the collection of sales tax by out-of-state retailers with \$100,000 or more in sales or 200 or more individual transactions in South Dakota in a year. During the 2021 Florida Legislative Session, legislation was enacted, and took effect on July 1, 2021, requiring the collection and

remittance of sales tax by out-of-state retailers. The District is unable to predict at this time the full impact of this legislation on the collection of sales tax from out-of-state retailers.

In addition, the amount of Discretionary Sales Surtax revenues distributed to the Board may be negatively impacted by general economic and other conditions, including, but not limited to, changes in population, changes in the price of taxable sales and uses, annual sales tax holidays, global conflicts, economic recession, terrorist attacks, pandemics or active hurricane seasons in Florida. Such events are unpredictable and may affect the collection of the Discretionary Sales Surtax, which in turn may impact the District's receipt of Discretionary Sales Surtax revenues. See also, "- State Revenues" and "- Coronavirus (COVID-19)" below.

State Revenues

A large portion of the District's funding is derived from State sources. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT" herein. A significantly large percentage of such State revenues is generated from the levy of the State sales tax. The amounts budgeted for distribution from the State to the District are subject to change in the event that projected revenues are not realized.

[update for FY2024 budget upon approval] On June 15, 2023, Governor Ron DeSantis approved the State education budget for State Fiscal Year 2023-24, which commenced July 1, 2023, providing for an approximately \$2.2 billion or 9.04% increase in State and local FEFP funding for K-12 public schools over State Fiscal Year 2022-23, reflecting a per-pupil increase of approximately \$405 per student or 4.91% over Fiscal Year 2022-23. The education budget allocates \$2.0 billion for funding of the State's expanded voucher/scholarship programs pursuant to HB 1 (See "- Legislative Changes Relating to School Choice" herein) as part of State FEFP funding. However, such funds will be withheld from each school district's FEFP distributions based on the forecasted scholarship students for each school district. For the District, the estimated amount to be withheld is approximately \$7.1 million. The approved budget also includes \$1.0 billion for teacher salary increases, representing an increase of \$252 million over Fiscal Year 2022-23. Based upon the approved State budget, the estimated increase for the District is approximately \$___ million (inclusive of charter school students and voucher/scholarship students) in State and local FEFP funds over Fiscal Year 2022-23. However, there can be no assurance that funding for K-12 public schools will increase exactly as provided for in the approved State budget.

Additional Leases Schedules

The Board may enter into other Schedules in addition to Lease Schedule No. 2024A and Lease Schedule No. 2008. Failure to appropriate funds to make Basic Rent Payments under any such Schedule will, or an Event of Default under any such Schedule may, result in the termination of all Schedules, including Lease Schedule No. 2024A and Lease Schedule No. 2008. Upon any such termination of all Schedules, the Board must surrender all Projects (other than Designated Facilities), including the Transaction Projects (other than Designated Facilities), to the Trustee for sale or lease. The proceeds of any such disposition of Projects will be applied to the payment of the applicable Series of Certificates. In no event will owners of the Series 2024A Certificates and Series 2024B Certificates have any interest in or right to any proceeds of the disposition of facilities financed with the proceeds of another Series of Certificates, except for the Series 2024A Project

and Series 2008 Project, respectively (other than Designated Facilities). In no event will the Series 2024 Certificate holders have any interest in or rights to Designated Facilities. There can be no assurance that the remedies available to the Trustee upon any such termination of all Schedules and the disposition of the Series 2024A Project will produce sufficient amounts to pay the Series 2024A Certificates or the disposition of the Series 2008 Project will produce sufficient amounts to pay the Series 2024B Certificates.

Additional Indebtedness

The Board may issue additional indebtedness other than in connection with the Master Lease payable from its Available Revenues without the consent of the Owners of the Series 2024 Certificates. The incurrence of such additional indebtedness by the Board may adversely affect the Board's ability to make Basic Rent Payments under the Master Lease.

Legislative Changes

In recent years, legislation has been introduced that required certain percentages of school district funding be spent on particular activities and imposed additional funding restrictions and other requirements on school districts. Many proposals have sought to provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at historical levels. Other proposals have sought to restrict the ability of local governments to use certain revenues for payment of debt service, to provide for additional procedures and notices in order to issue tax-supported debt or to require the sharing of local revenues with charter schools. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the current legislative session or in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances.

Property and Casualty Insurance

Many governmental entities including school districts in the State of Florida are facing substantial increases in property and casualty insurance premiums for insurance policies which include substantial increases in deductibles and limitations on coverage. No assurances can be given that property and casualty insurance coverage may be obtained which will insure for the full replacement value of the Board's facilities including the Projects leased under its Master Lease Program.

The Board has covenanted to procure and property insurance coverage against such risks and in such amounts as are customarily insured against in connection with the operation of facilities comparable in size and scope to the Projects, and the Board will carry and maintain or cause to be carried and maintained and pay, or cause to be paid, the premiums for at least the following insurance with respect to the Projects, to the extent such insurance is available at commercially reasonable costs, insuring against the perils of fire, lightning, windstorm, hail, hurricane, windblown rain, damage from water, explosion, aircraft, vehicles, smoke, vandalism and malicious mischief, transportation hazards, theft and burglary. Such insurance may be maintained as part of or in conjunction with any other offer 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 in compliance with the provisions of the Master Lease.

Determination of the appropriate amount of insurance coverage shall be made annually by the Superintendent, in consultation with the Insurance Consultant and risk management department of the District, and the Board shall follow the recommendations of the Superintendent so long as the recommended insurance is available at commercially reasonable costs and otherwise satisfies the criteria set forth herein. The Board shall maintain eligibility for assistance by the Federal Emergency Management Agency.

The Board has further covenanted to maintain flood insurance for any property included in a Project which is located in a federally designated special flood hazard area, in such amounts per occurrence recommended by the Insurance Consultant as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. In the event such minimum amounts are not available at commercially reasonable costs in the opinion of the Insurance Consultant, the Board shall self-insure for such amounts as will qualify for the Federal disaster relief program.

The insurance required to be maintained by the Board described in this Section is required to be provided by carriers rated by A.M. Best & Co. or in one of the three highest rating categories of Moody's and S&P.

Climate Change

Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels may rise, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels may continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. Low-lying areas like the District are at risk of substantial flood damage over time, affecting private development and public infrastructure, including roads, utilities, emergency services, schools, and parks. As a result, the District could lose considerable tax revenues and many residents, businesses, and governmental operations along the waterfront could be displaced. However, the District is unable to predict whether sea level rise or other impacts of climate change or flooding from a major storm will occur, when they may occur, and if any such events occur, whether, they will have a material adverse effect on the business operations or financial condition of the District. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and State levels (including, but not limited to, air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the District.

Natural Disasters

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, tornadoes and hurricanes, which could result in negative economic impacts on communities including the District. Such effects can be exacerbated by a longer term shift in the climate over several decades (commonly referred to as climate change as

described in the preceding paragraph), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage local infrastructure that provides essential services to the District. The economic impacts resulting from such extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs.

Coronavirus (COVID-19)

The Novel Coronavirus 2019 ("COVID-19") pandemic, along with various governmental measures taken to protect public health in light of the pandemic, has had an adverse impact on global financial markets and economies, including financial markets and economic conditions in the United States. The impact of the COVID-19 pandemic on the U.S. economy has been broad based and has negatively impacted national, state and local economies. In response to such expectations, then-President Trump on March 13, 2020, declared a "national emergency," which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation.

The State's finances were expected to be adversely affected by the continued spread of COVID-19, the various governmental actions in response thereto and changes in the behavior of businesses and people. The State derives a significant portion of its annual revenues from the collection of sales tax. The impact of COVID-19 was expected to result in significant decreases in State and local sales tax revenues as a result of decreased tourism and commercial activity throughout the State, but sales tax revenue has generally rebounded to pre-pandemic levels. The District currently cannot predict what impact this will have on the level of State funding the District receives. Notwithstanding the foregoing, no State budget reductions took place in Fiscal Years 2021-22 or 2022-23 and none are expected for Fiscal Year 2023-24. See "OPERATING REVENUES OF THE DISTRICT – State Sources," "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – State Sources" and "– Local Sources," "RISK FACTORS – State Revenues" and "RATINGS" herein.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") was signed into law. Among other provisions, the CARES Act created an Education Stabilization Fund to support K-12 schools and colleges and universities during the COVID-19 outbreak. The Educational Stabilization Fund includes a total of \$30.75 billion in relief divided into three separate pools: (1) funds to K-12 schools; (2) funds to higher education; and (3) funds to governors. Florida received approximately \$873.8 million in funds for K-12 schools, approximately \$770.2 million in funds for higher education and approximately \$173 million in funds to the Governor for use as grants to local educational agencies. Funds for K-12 schools were distributed to school districts and charter schools based on their share of Title I-A funds. The District received approximately \$2.55 million of such CARES Act funds. However, such funds are also required to be shared with charter schools and private schools in the County. Funds to local districts can be used for coronavirus-response activities, such as planning for and coordinating during long-term school closures, purchasing educational technology to support online learning for all students, and additional activities authorized by federal elementary and secondary education laws. Funds in the Governor's Education Relief Fund can be used at the Governor's discretion to provide emergency support grants to K-12 schools, colleges and universities and child care/early education providers. The CARES Act requires that any entity that

receives funds from the Education Stabilization Fund must continue to pay its employees and contractors to the extent practicable during the period of any disruptions or closures related to coronavirus. The District cannot currently predict the full impact of the CARES Act on the District's operations.

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act (the "CRRSA") was signed into law. Among other provisions, the CRRSA created a second Education Stabilization Fund ("ESSER II") to support K-12 schools and colleges and universities during the COVID-19 outbreak. Funds for elementary and secondary public schools were allocated to each state as a grant and each state is required to allocate at least 90% of such funds as sub-grants to local education agencies (including charter schools classified as local education agencies) in the state based upon their share of Title I-A funds. The ESSER II fund includes a total of \$81.88 billion in relief. Florida is expected to receive approximately \$2.82 billion in ESSER II funds for use as sub-grants to K-12 schools. The District received approximately \$_____ million in ESSER II funds for use through September 30, 2023. However, such funds are also required to be shared with charter schools and private schools in the County. Funds to local districts can be used for coronavirus-response activities, such as planning, coordinating and implementing activities during long-term school closures, purchasing educational technology to support online learning for all students, addressing learning loss, school repairs and improvements to reduce risk of virus transmission and additional activities authorized by federal elementary and secondary education laws. The District cannot currently predict the full impact of the CRRSA on the District's operations.

On March 11, 2021, President Biden signed The American Rescue Plan Act of 2021 (the "Rescue Act") into law to address the impacts of COVID-19. The Rescue Act, among other things, provides (1) \$123.8 billion in emergency relief funds to elementary and secondary public schools, (2) \$2.75 billion in emergency assistance to non-public schools (including an estimated \$7 billion for Florida) and (3) \$39.6 billion in emergency relief for higher education. Funds for elementary and secondary public schools will be allocated to each state as a grant and each state is required to allocate at least 90% of such funds as sub-grants to local education agencies (including charter schools classified as local education agencies) in the state based upon their share of Title I-A funds. Under the Rescue Act, at least 20% of the funds allocated to local education agencies must be used to address learning loss. School districts may use the remaining funds for certain activities specified in the Rescue Act to help schools reopen safely, including repairing ventilation systems, reducing class size to ensure social distancing and purchasing personal protective equipment. Each state is required to grant allocations of such funds within 60 days of receipt, and such funds shall remain available for allocation through September 30, 2024. The District received, or expects to receive, a total of approximately \$_____ million in Rescue Act funds.

Due to the evolving nature of the outbreak and federal, State and local responses thereto, the long-term impacts of the COVID-19 crisis are unknown and dependent on factors such as the length of any shutdown or partial inaccessibility of school facilities, the extent to which the faculty and staff or the student population is directly affected and is unable to attend class, teach or provide services, and the impact on the economy as a whole within the State. While the District has seen increased costs associated with the reopening of District schools, including an increase in operational costs incurred to implement distance learning strategies, to provide students and staff with personal protective equipment and to clean, sanitize and maintain its facilities, such increased

costs were offset with CARES Act funds, Rescue Act funds or other federal funds, in combination with the **[District's cost-reduction strategies that have been in place since March 2020]**. At this time, the Board also cannot predict with certainty the impacts of the outbreak on the District's revenues for the 2023-24 Fiscal Year and beyond, including whether there will be a reduction in State funding, a decline in student enrollment, a reduction in taxable assessed values of properties in the District, or a reduction in ad valorem tax collections.

Cybersecurity

Computer networks and systems used for information transmission and collection are vital to the efficient operations of the District. District systems provide support to departmental operations and District services by collecting and storing sensitive information, including intellectual property, security information, proprietary business process information, information regarding suppliers and business partners, and personally identifiable information of students and employees (collectively, "Computer Information"). The secure processing, maintenance and transmission of Computer Information is critical to effective departmental operations and the appropriate provision of services. Increasingly, governmental entities are being targeted by cyber-attacks seeking to obtain Computer Information or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities that attackers and hackers can exploit in their efforts to effect breaches or service disruptions. Employee error and/or malfeasance may also contribute to a loss of Computer Information or other system disruptions. The District has a multilayered information security program that meets guidelines established by the National Institute of Standards and Technology. There are established policies and procedures which include Acceptable Usage Policies and Information Security Guidelines. The District has next generation firewalls with unified threat management features enabled which include firewall, application control, web filter, and intrusion detection and prevention. Cybersecurity operations are handled internally. There is a mandatory Security and Privacy Awareness training that all District finance employees must take annually to educate users regarding cybersecurity threats and ways to avoid becoming a victim as well as learn about protections in place through the District and ways to minimize vulnerabilities both at work and at home. The District also maintains cyber risk insurance to help mitigate its exposure to security attacks that are known to cripple an organization's technology system and/or fraudulently confiscate funds. **[revise and customize for Clay Schools]**

[describe cybersecurity breaches or issues if material]

While District cybersecurity and operational safeguards are periodically tested, no assurances can be given that such measures will ensure against all cybersecurity threats or attacks. Cybersecurity breaches could damage or compromise the District's computer network and the confidentiality, integrity, or availability of the District's computer system or the Computer Information. The potential disruption, access, modification, disclosure or destruction of Computer Information could result in the interruption of District services, the initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, and could cause a material disruption in the District's operations or the appropriate provision of District services. The costs of remedying any such damage or protecting against future attacks could be substantial and in excess of the maximum amount of the District's cyber risk insurance policy. Further, the litigation to which the District could be exposed following a

cybersecurity breach could be significant, which could cause the District to incur material costs related to such legal claims or proceedings.

LITIGATION

Concurrently with the delivery of the Series 2024 Certificates, Counsel to the Board will deliver an opinion which states, among other things, that there is no litigation or other proceedings pending or, to the best knowledge of the Board, threatened against the Board (i) that seeks to restrain or enjoin the issuance or delivery of the Series 2024 Certificates, the Series 2024 Trust Agreements or the Transaction Lease Agreements or (ii) questioning or affecting the validity of the Series 2024 Certificates, the Series 2024 Trust Agreements or the Transaction Lease Agreements or any proceedings of the Board or actions of the Trustee with respect to the authorization, sale, execution or issuance of the Series 2024 Certificates or the transactions contemplated by this Offering Statement or the Series 2024 Trust Agreements, the Transaction Lease Agreements or any other agreement or instrument to which the Board is a party in connection therewith and which is used or contemplated for use in the transactions contemplated by this Offering Statement or (iii) questioning or affecting the creation, organization nor existence of the Board and which would have an adverse effect on the actions taken by the Board with respect to the issuance of the Series 2024 Certificates.

The Board experiences claims, litigation, and various legal proceedings which individually are not expected to have a material adverse effect on its operations or financial condition, but may, in the aggregate, have a material impact thereon. There is no litigation, claim or series of claims currently pending, or, to the best knowledge of the Board, threatened that would have a material adverse consequence on the financial condition of the District.

LEGAL MATTERS

Certain legal matters in connection with the issuance of the Series 2024 Certificates are subject to an approving legal opinion of Greenberg Traurig, P.A., Miami, Florida, Special Counsel, whose approving opinion (a form of which is attached hereto as "APPENDIX D – FORM OF OPINION OF SPECIAL COUNSEL") will be available at the time of delivery of the Series 2024 Certificates. The actual legal opinion to be delivered by Special Counsel may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date and subsequent distribution of it by recirculation of this Offering Statement or otherwise shall create no implication that Special Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date. Certain legal matters will be passed on for the Board by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Disclosure Counsel, and by Douglas and Douglas, Lake City, Florida, Counsel to the Board and the Corporation. Certain legal matters will be passed on for the Underwriter by their Counsel, George A. Smith PLLC, Tallahassee, Florida.

Special Counsel has not been engaged to, nor has it undertaken to, review the accuracy, completeness or sufficiency of this Offering Statement or any other offering material relating to the Series 2024 Certificates; provided, however, that Special Counsel shall render an opinion to the Underwriter (upon which only the Underwriter may rely) of the Series 2024 Certificates

relating to the accuracy of certain statements contained herein under the heading "TAX TREATMENT" and certain statements which summarize provisions of certain documents described herein.

TAX TREATMENT

General. The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the Board must continue to meet after the issuance of the Series 2024 Certificates in order that the interest portion of the Basic Rent Payments represented by the Series 2024 Certificates be and remain excludable from gross income of the holders thereof for Federal income tax purposes. The Board's failure to meet these requirements may cause the interest portion of the Basic Rent Payments designated and paid as interest to the Series 2024 Certificate holders to be included in gross income for Federal income tax purposes retroactively to the date of execution and delivery of the Series 2024 Certificates. The Board has covenanted to take the actions required by the Code in order to maintain the excludability from gross income for Federal income tax purposes of the interest portion of the Basic Rent Payments designated and paid as interest to the Series 2024 Certificate holders and not to take any actions that would adversely affect that excludability.

In the opinion of Special Counsel, assuming continuing compliance by the Board with the tax covenants referred to above and the accuracy of certain representations of the Board, under existing statutes, regulations, rulings and court decisions, the interest portion of the Basic Rent Payments represented by the Series 2024 Certificates will be excludable from gross income for Federal income tax purposes; and, further, the interest portion of the Basic Rent Payments represented by the Series 2024 Certificates will not be an item of tax preference for purposes of the Federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), the portion of the Basic Rent Payments designated and paid as interest to the owners of the Series 2024 Certificates is not excluded from the determination of adjusted financial statement income. No opinion is expressed with respect to the Federal income tax consequences of any payments received with respect to the Series 2024 Certificates following termination of the Master Lease as a result of non-appropriation of funds or the occurrence of an event of default thereunder. Special Counsel expects to deliver opinions at the time of issuance of the Series 2024 Certificates substantially in the form set forth in APPENDIX D.

Special Counsel is further of the opinion that the Series 2024 Certificates and the portion of the Basic Rent Payments designated and paid as interest to the owners of the Series 2024 Certificates will not be subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined therein; provided, however, that no opinion is expressed with respect to tax consequences under the laws of the State of Florida of any payments received with respect to the Series 2024 Certificates following termination of the Master Lease as a result of non-appropriation of funds or the occurrence of an event of default thereunder.

Except as described above, Special Counsel will express no opinion regarding the Federal or State income tax consequences resulting from the receipt or accrual of the interest portion of

the Basic Rent Payments designated and paid as interest to the Series 2024 Certificate holders or the ownership or disposition of the Series 2024 Certificates. Prospective purchasers of Series 2024 Certificates should be aware that the ownership of Series 2024 Certificates may result in other collateral Federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2024 Certificates or, in the case of a financial institution, that portion of the owner's interest expense allocable to the interest portion of the Basic Rent Payments represented by the Series 2024 Certificates, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest portion of the Basic Rent Payments represented by the Series 2024 Certificates, (iii) the inclusion of the interest portion of the Basic Rent Payments represented by the Series 2024 Certificates in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest portion of the Basic Rent Payments represented by the Series 2024 Certificates in the passive income subject to Federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) the inclusion by recipients of certain Social Security and Railroad Retirement benefits of receipts and accrual of the interest portion of the Basic Rent Payments represented by the Series 2024 Certificates in determining whether a portion of such benefits are included in gross income for Federal income tax purposes.

Special Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Special Counsel as of the date hereof. Special Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Special Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Special Counsel's opinions are not a guarantee of a particular result and are not binding on the IRS or the courts; rather, such opinions represent Special Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Recent Changes and Possibility of Future Changes in Tax Law. From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above, including, without limitation, the excludability from gross income of interest on the Series 2024 Certificates, adversely affect the market price or marketability of the Series 2024 Certificates, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would apply to the Series 2024 Certificates. If enacted into law, such legislative proposals could affect the market price or marketability of the Series 2024 Certificates. Prospective purchasers of the Series 2024 Certificates should consult their tax advisors as to the impact of any proposed or pending legislation.

On August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 ("H.R. 5376") into law. For tax years beginning after 2022, this legislation will impose a minimum tax of 15 percent on the adjusted financial statement income of applicable corporations as defined in Section 59(k) of the Code (which is primarily designed to impose a minimum tax on certain large corporations). For this purpose, adjusted financial statement income is not reduced for interest earned on tax-exempt obligations. Prospective purchasers that could be subject to this minimum

tax should consult with their own tax advisors regarding the potential consequences of owning the Series 2024 Certificates.

Information Reporting and Backup Withholding. Interest paid on tax-exempt bonds such as the Series 2024 Certificates is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2024 Certificates from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2024 Certificates, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2024 Certificates and proceeds from the sale of Series 2024 Certificates. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2024 Certificates. This withholding generally applies if the owner of Series 2024 Certificates (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2024 Certificates may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Original Issue Discount and Premium. Certain of the Series 2024 Certificates ("Discount Certificates") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Certificate determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Certificate over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Certificate (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2024 Certificates, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Certificate.

Certain of the Series 2024 Certificates ("Premium Certificates") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Certificate, based on the yield to maturity of that Premium Certificate (or, in the case of a Premium Certificate callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Certificate), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Certificate. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity)

or other disposition of a Premium Certificate, the owner's tax basis in the Premium Certificate is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Certificate for an amount equal to or less than the amount paid by the owner for that Premium Certificate.

Owners of Discount and Premium Certificates should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Certificates and as to other federal tax consequences and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

RATINGS

S&P Global Ratings, a business unit of Standard and Poor's Financial Services LLC ("S&P"), has assigned an underlying rating of "__" (stable outlook) to the Series 2024 Certificates. [In addition, S&P is expected to assign a rating of "__" (stable outlook) to the Series 2024 Certificates with the understanding that upon delivery of the Series 2024 Certificates, the Policy will be issued by [INSURER]]. Such ratings and outlooks reflect only the views of such organization and any desired explanation of the significance of such ratings and outlooks should be obtained from the rating agency furnishing the same. An explanation of the ratings and outlook given by S&P may be obtained from S&P at 55 Water Street, New York, New York 10041, (212) 438-2124. Generally, a rating agency bases its rating and outlook on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings or outlooks will continue for any given period of time or that such ratings and outlooks will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings or outlooks may have an adverse effect on the market price of the Series 2024 Certificates.

The above ratings and outlooks are not recommendations to buy, sell or hold the Series 2024 Certificates, and such ratings and outlooks may be subject to revision or withdrawal at any time by the rating agencies.

FINANCIAL ADVISOR

The Board has retained Ford & Associates, Inc., Tampa, Florida, as financial advisor in connection with the Board's financing plans and with respect to the issuance of the Series 2024 Certificates. The financial advisor assisted in matters relating to the planning, structuring, execution and delivery of the Series 2024 Certificates and provided other advice. The financial advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Offering Statement. The financial advisor did not engage in any underwriting activities with regard to the sale of the Series 2024 Certificates.

UNDERWRITING

The Series 2024A Certificates are being purchased by Raymond James & Associates, Inc. (the "Underwriter") at a price of \$_____ (which represents the par amount of the Series 2024A Certificates of \$_____, plus/less an [net] original issue premium/discount of \$_____ and less an Underwriter's discount of \$_____). The Series 2024B Certificates are being purchased by the Underwriter at a price of \$_____ (which represents the par amount of the Series 2024B Certificates of \$_____, plus/less an [net] original issue premium/discount of \$_____ and less an Underwriter's discount of \$_____). The Underwriter's obligations are subject to certain conditions precedent, and they will be obligated to purchase all of the Series 2024 Certificates if any Series 2024 Certificates are purchased. The Series 2024 Certificates may be offered and sold to certain dealers (including dealers depositing such Series 2024 Certificates into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriter have reviewed the information in this Offering Statement in accordance with and, as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter do not guaranty the accuracy or completeness of such information.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. Certain of the Underwriter and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the District, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriter and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the District.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

CONTINGENT FEES

The Board has retained Special Counsel, Disclosure Counsel, the Financial Advisor, the Underwriter (who in turn retained Underwriter's Counsel), the Trustee (who in turn retained Trustee's Counsel), and its School Board Attorney and the Corporation has retained Counsel to the Corporation, with respect to the authorization, sale, execution and delivery of the Series 2024

Certificates. Payment of the fees of such professionals are each contingent upon the issuance of the Series 2024 Certificates.

CONTINUING DISCLOSURE

The Board has agreed and undertaken for the benefit of Series 2024 Certificate holders and in order to assist the Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), to provide certain financial information and operating data relating to the Board, the District and the Series 2024 Certificates in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. Such undertaking shall only apply so long as the Series 2024 Certificates remain Outstanding under the Series 2024 Trust Agreements. The covenant shall also terminate upon the termination of the Rule by legislative, judicial or administrative action. The Annual Report will be filed annually by the Board or its dissemination agent pursuant to the undertaking with the Municipal Securities Rulemaking Board via its Electronic Municipal Market Access ("EMMA") system, as described in the Disclosure Dissemination Agent Agreement. The notices of material events will be filed with EMMA. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in the Disclosure Dissemination Agent Agreement, between the Board and Digital Assurance Certification LLC, as dissemination agent thereunder. See "APPENDIX F – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT" attached hereto. With respect to the Series 2024 Certificates, no party other than the Board is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule.

[describe past filings with EMMA]

FORWARD LOOKING STATEMENTS

This Offering Statement contains certain "forward-looking statements" concerning the Board's or the District's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the Board or District. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "budget," "estimate" and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

FINANCIAL STATEMENTS

The basic financial statements of the Board as of June 30, 2023, and for the year then ended, attached hereto as a portion of "APPENDIX B," have been audited by [the Auditor General of the State], as set forth in its report dated March __, 2024. The [Auditor General] has not participated in the preparation or review of this Offering Statement and the financial statements are included as a publicly available record. See "APPENDIX B – AUDITED FINANCIAL STATEMENTS

OF THE SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2023" hereto.

The budgeted figures set forth in this Offering Statement reflect the Board's final budget which was adopted on September __, 2023. The Board may amend its final budget from time to time in accordance with applicable law.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder require that the District make a full and fair disclosure of any bonds or other debt obligations of such entity that have been in default as to principal or interest at any time after December 31, 1975, as provided by rule of the Florida Department of Banking and Finance (the "Department"). Pursuant to Rule 69W-400.003, Florida Administrative Code, the Department has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the District, and certain additional financial information, unless the District believes in good faith that such information would not be considered material by a reasonable investor. The District is not and has not been in default on any bond or other debt obligations issued since December 31, 1975 which would be considered material by a reasonable investor.

ACCURACY AND COMPLETENESS OF OFFERING STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the Board and the Projects financed under the Master Lease and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Series 2024 Certificates, the security for the payment of the Series 2024 Certificates and the rights and obligations of the owners thereof and to each such statute, report or instrument.

Any statements made in this Offering Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Offering Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Series 2024 Certificates.

The Appendices attached hereto are integral parts of this Offering Statement and must be read in their entirety together with all foregoing statements.

[Remainder of page intentionally left blank]

AUTHORIZATION OF OFFERING STATEMENT

The execution and delivery of this Offering Statement has been duly authorized and approved by the Board. At the time of delivery of the Series 2024 Certificates, the undersigned will furnish a certificate to the effect that nothing has come to their attention which would lead them to believe that the Offering Statement (except for the information related to DTC and its book-entry-only system of registration, the Policy and the Insurer, as to all of which no opinion will be expressed), as of its date and as of the date of delivery of the Series 2024 Certificates, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Offering Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

**THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

Chair

Superintendent

APPENDIX A

**GENERAL INFORMATION RELATING TO
CLAY COUNTY, FLORIDA**

APPENDIX B

**AUDITED FINANCIAL STATEMENTS
OF THE SCHOOL DISTRICT OF CLAY COUNTY, FLORIDA
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

APPENDIX C

CERTAIN BASIC DOCUMENTS

- MASTER LEASE-PURCHASE AGREEMENT, AS AMENDED
- FORM OF LEASE SCHEDULE NO. 2024A
- FORM OF SECOND AMENDED AND RESTATED LEASE SCHEDULE NO. 2008
- ASSIGNMENT OF LEASE AGREEMENT
- FORM OF FIFTH SUPPLEMENTAL ASSIGNMENT OF LEASE AGREEMENT
- FOURTH SUPPLEMENTAL ASSIGNMENT OF LEASE AGREEMENT
- MASTER TRUST AGREEMENT, AS AMENDED
- FORM OF SERIES 2024A SUPPLEMENTAL TRUST AGREEMENT
- FORM OF SERIES 2024B SUPPLEMENTAL TRUST AGREEMENT
- FORM OF SERIES 2024A GROUND LEASE AGREEMENT
- SERIES 2008 GROUND LEASE AGREEMENT
- FORM OF ASSIGNMENT OF SERIES 2024A GROUND LEASE AGREEMENT
- ASSIGNMENT OF SERIES 2008 GROUND LEASE AGREEMENT

APPENDIX D

FORM OF OPINION OF SPECIAL COUNSEL

APPENDIX E

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

APPENDIX F

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

EXHIBIT G

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of May __, 2024, is executed and delivered by The School Board of Clay County, Florida (the "Issuer") and Digital Assurance Certification, LLC, as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Series 2024 Certificates (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Series 2024 Certificates in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Offering Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this

Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2024 Certificates and the 9-digit CUSIP numbers for all Series 2024 Certificates to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Superintendent or the Director of Finance of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shutdown of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2024 Certificates (including persons holding Series 2024 Certificates through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2024 Certificates for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2024 Certificates (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown in Exhibit A.

"Offering Statement" means that Offering Statement prepared by the Issuer in connection with the Series 2024 Certificates, as listed on Exhibit A.

"Series 2024 Certificates" means the certificates as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Trustee" means the institution identified as such in the document under which the Series 2024 Certificates were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than each April 30th following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2024. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the

Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 10:00 a.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. Principal and interest payment delinquencies;
2. Non-Payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2024 Certificates, or other material events affecting the tax-exempt status of Series 2024 Certificates;"
7. Modifications to rights of securities holders, if material;
8. Series 2024 Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional Trustee, or the change of name of a Trustee, if material;
15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"
2. "change in obligated person;"
3. "notice to investors pursuant to bond documents;"
4. "certain communications from the Internal Revenue Service other than those communications included in the Rule;"
5. "secondary market purchases;"
6. "bid for auction rate or other securities;"
7. "capital or other financing plan;"
8. "litigation/enforcement action;"
9. "change of tender agent, remarketing agent, or other on-going party;"
10. "other event-based disclosures."

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"
3. "change in accounting standard;"
4. "interim/additional financial information/operating data;"
5. "budget;"
6. "investment/debt/financial policy;"
7. "information provided to rating agency, credit/liquidity provider or other third party;"
8. "consultant reports;" and
9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, the Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 a.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the financial and statistical information provided in the Offering Statement:

1. The tables entitled:
 - (i) "Summary of Statistical Data;"

- (ii) "Summary of General Fund Operations;"
- (iii) "Direct Long-Term Debt Statement;"
- (iv) "Anticipated Capital Outlay Millage Levy Required to Cover Maximum Annual Payments Represented by the Series 2024 Certificates;"
- (v) "Assessed Value of Taxable Property;" and
- (vi) "Property Tax Levies and Collections."

2. Description of any additional series of Certificates issued under the Trust Agreement.

3. Description of any material litigation which would have been disclosed in the Offering Statement if such litigation had occurred and been ongoing at the time the Offering Statement was dated.

(b) Audited Financial Statements as described in the Offering Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Offering Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including offering statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final offering statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

The Issuer will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2024 Certificates constitutes a Notice Event:

- 1. Principal and interest payment delinquencies;
- 2. Non-payment related defaults, if material;
- 3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2024 Certificates, or other material events affecting the tax status of the Series 2024 Certificates;
7. Modifications to rights of Certificate holders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Series 2024 Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth (10th) business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Board will provide the Dissemination Agent with the CUSIP numbers for (i) new Certificates at such time as they are issued or become subject to the Rule and (ii) any Certificates to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Certificates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) hereof to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2024 Certificates upon the legal defeasance, prior redemption or payment in full of all of the Series 2024 Certificates, when the Issuer is no longer an obligated person with respect to the Series 2024 Certificates, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, LLC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty (30) days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2024 Certificates. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty (30) days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2024 Certificates or under any other document relating to the Series 2024 Certificates, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2024 Certificates or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2024 Certificates.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2024 Certificates and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the

Securities and Exchange Commission from time to time by giving not less than twenty (20) days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within ten (10) days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Disclosure Dissemination Agent, the underwriters, and the Holders from time to time of the Series 2024 Certificates, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida.

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Agreement Disclosure to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION,
LLC, as Disclosure Dissemination Agent

By: _____
Name: Diana O'Brien
Title: Senior Vice President

THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA, as Issuer

By: _____

Name: Ashley Gilhousen

Title: Chair

EXHIBIT A

NAME AND CUSIP NUMBERS OF SERIES 2024 CERTIFICATES

Name of Issuer: The School Board of Clay County, Florida

Obligated Person(s): The School Board of Clay County, Florida

Name of Bond Issues: Certificates of Participation (School Board of Clay County, Florida Master Lease Program), Series 2024A 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 Clay County, Florida; and

Refunding Certificates of Participation (School Board of Clay County, Florida Master Lease Program), Series 2024B 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 Clay County, Florida

Date of Issuance: May __, 2024

Date of Offering Statement: April __, 2024

Series 2024A Certificates

Maturity (July 1)	Principal Amount	Interest Rate	Initial CUSIP Numbers
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			

Series 2024B Certificates

Maturity (July 1)	Principal Amount	Interest Rate	Initial CUSIP Numbers
2024			
2025			
2026			
2027			
2028			

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: The School Board of Clay County, Florida

Obligated Person: The School Board of Clay County, Florida

Name of Bond Issues: Certificates of Participation (School Board of Clay County, Florida Master Lease Program), Series 2024A 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 Clay County, Florida; and

Refunding Certificates of Participation (School Board of Clay County, Florida Master Lease Program), Series 2024B 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 Clay County, Florida

Date(s) of Issuance: May __, 2024

Date(s) of Disclosure Agreement: May __, 2024

CUSIP Number:

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual report with respect to the above-named Series 2024 Certificates as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, LLC, as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.]

Dated: _____

DIGITAL ASSURANCE CERTIFICATION,
LLC, as Disclosure Dissemination Agent, on
behalf of the Issuer

cc:

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: The School Board of Clay County, Florida

Issuer's Six-Digit CUSIP Number:

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Notice Events (Check One):

- 1. _____ Principal and interest payment delinquencies;
- 2. _____ Non-payment related defaults, if material;
- 3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties;
- 4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties;
- 5. _____ Substitution of credit or liquidity providers, or their failure to perform;
- 6. _____ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
- 7. _____ Modifications to rights of securities holders, if material;
- 8. _____ Series 2024 Certificate calls, if material; Tender offers;
- 9. _____ Defeasances;
- 10. _____ Release, substitution, or sale of property securing repayment of the securities, if material;
- 11. _____ Rating changes;
- 12. _____ Bankruptcy, insolvency, receivership or similar event of the obligated person;
- 13. _____ Merger, consolidation, or acquisition, if material;
- 14. _____ Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- 15. _____ Incurrence of a Financial Obligation of the Issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or obligated person, any of which affect security holders, if material; and
- 16. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of obligated person, any of which reflect financial difficulties.

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certifications, LLC
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement, dated as of May __, 2024, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: The School Board of Clay County, Florida

Issuer's Six-Digit CUSIP Number:

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ Amendment to continuing disclosure undertaking;
2. _____ Change in obligated person;
3. _____ Notice to investors pursuant to bond documents;
4. _____ Certain communications from the Internal Revenue Service;
5. _____ Secondary market purchases;
6. _____ Bid for auction rate or other securities;
7. _____ Capital or other financing plan;
8. _____ Litigation/enforcement action;
9. _____ Change of tender agent, remarketing agent, or other on-going party;
10. _____ Other Event-based disclosures.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certifications, LLC
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement, dated as of May __, 2024, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: The School Board of Clay County, Florida

Issuer's Six-Digit CUSIP Number:

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ Quarterly/monthly financial information;
2. _____ Change in fiscal year/timing of annual disclosure;
3. _____ Change in accounting standard;
4. _____ Interim/additional financial information/operating data;
5. _____ Budget;
6. _____ Investment/debt/financial policy;
7. _____ Information provided to rating agency, credit/liquidity provider or other third party;
8. _____ Consultant reports; and
9. _____ Other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certifications, LLC
315 E. Robinson Street, Suite 300
Orlando, FL 32801
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Date: _____