

EXPENSE AND INDEMNITY AGREEMENT

January 8, 2019

Martin County, Florida
c/o Taryn Kryzda
County Administrator
2401 SE Monterey Road
Administrative Center, 4th Floor
Stuart, Florida 34996

Re: Proposed Bond Issue for Treasure Coast Classical Academy, Inc.

Ladies and Gentlemen:

The undersigned [corporation] (the "Applicant") has requested you to consider its application to have you issue or approve the bonds referred to above (the "Bonds") for the benefit of the Applicant and, as an inducement to such consideration, hereby agrees with you as follows:

Section 1. Payment of Expenses. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to pay and be liable for, and to hold you harmless against the payment of, any and all fees and expenses relating to the Bond issue which are described in your *Financing Guidelines for Conduit Bonds Issued or Approved by Martin County*, including without limitation the fees and disbursements of your financial advisor, county attorney, bond counsel, special counsel, and consultants, your administrative charges and out-of-pocket expenses, recording charges, expenses of printing offering circulars, official statements, and the Bonds, legal advertising and the expenses of registering the Bonds with the securities commission of any state.

Section 2. Indemnity. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to indemnify you, and each of your commissioners, officers, agents, attorneys, advisors, counsel and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Applicant or otherwise, misrepresentation, fraud or other tortious conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the Applicant agrees to pay any and all attorneys' fees and court costs incurred in the defense of any such claims upon your written demand therefor. It is further understood and agreed that you or any of the persons hereinabove indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Applicant.

Section 3. Survival of Agreement. This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically dedominated as such and executed by you and the Applicant.

If the foregoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon this Agreement shall become a binding contract between us.

Dated: January 8, 2019

NAME OF APPLICANT:

Treasure Coast Classical Academy, Inc.

By:

LDL

Its:

Board Chair

Accepted and Agreed to as of the date above written:

MARTIN COUNTY, FLORIDA

ATTEST:

By: _____

Chair

By: _____

Clerk of the Circuit Court and
Comptroller

APPROVED AS TO FORM AND LEGALITY

By: _____

County Attorney