

**ASSISTANCE UNLIMITED, INC. DBA CENTRAL CHARTER SCHOOL
INDEMNIFICATION LETTER**

Broward County
Fort Lauderdale, FL 33301

Re: TEFRA Hearing and TEFRA Approval of the Public Finance Authority (the "Authority") for the issuance of the Authority's Charter School Revenue Bonds (Central Charter School Project) from time to time in one or more series in an aggregate principal amount not to exceed \$13,500,000 (the "Bonds"), the proceeds of which are expected to be loaned by the Authority to Assistance Unlimited, Inc., dba Central Charter School, a Florida nonprofit corporation (the "Borrower") and applied by Borrower to finance its acquisition of Central Charter School in Lauderdale Lakes, Florida and refinance the Authority's Charter School Revenue Bonds (Central Charter School Project) Series 2017A and Charter School Revenue Bonds (Central Charter School Project) Taxable Series 2017B

This letter is being provided by the Borrower to Broward County, Florida (the "County") with regard to the transactions described in the letter of Greenspoon Marder, P.A., Bond Counsel to the Authority, attached hereto as Appendix "A" (the "Letter"). As detailed in the attached letter, the Borrower has requested the assistance of the County in holding a TEFRA hearing and granting TEFRA approval in accordance with the attached TEFRA Notice (the "TEFRA Notice"), as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), for the issuance by the Authority of the Bonds. The Authority intends to loan the proceeds of the Bonds to the Borrower, to be used by the Borrower to (a) acquire the real estate and improvements thereon currently used by the Borrower in the operation of Central Charter School (the "Facility"), which is located at 4525 N. State Road 7, Lauderdale Lakes, Florida within the territorial limits of Broward County, Florida; (b) acquire additional furniture, fixtures and equipment for the Facility; (c) refund the Authority's outstanding Charter School Revenue Bonds (Central Charter School Project) Series 2017A and Charter School Revenue Bonds (Central Charter School Project) Taxable Series 2017B, which were issued to finance the costs of renovations to and acquisition of furniture, fixtures and equipment for the Facility; (d) make a deposit to the debt service reserve fund; and (e) pay the costs of issuance of the Bonds and certain other costs incurred in connection with the issuance of the Bonds.

In consideration of the County's granting of TEFRA approval for the issuance of the Bonds, as required by Section 147(f) of the Code, the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Joint Exercise Agreement"), and Section 66.0304(11)(a) of the Wisconsin Statutes, the Borrower hereby agrees for the benefit of the County as follows:

1. The Borrower shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney with input from the Borrower to defend the County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind,

including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, the Borrower, its employees, agents, servants, or officers, accruing, resulting from, or related to the TEFRA approval of the issuance of the Bonds, and the actions to be taken by the County in connection therewith, as further set forth in the Letter, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, other than any such losses, damages, liabilities or expenses arising from the willful misconduct of the County. In the event any lawsuit or other proceeding is brought against the County by reason of any such claim, cause of action or demand, the Borrower shall, upon written notice from the County, resist and defend such lawsuit or proceeding by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the County.

2. The Borrower hereby acknowledges that, in granting TEFRA approval of the issuance of the Bonds, the County has relied upon the description of the transaction as described in the attached TEFRA Notice and Letter, and has further relied upon the Borrower for all information relating to the Bonds.

**ASSISTANCE UNLIMITED, INC., DBA
CENTRAL CHARTER SCHOOL**

By: Hugh Jarrett
Name: Hugh Jarrett
Title: President & CEO

Dated: October 20, 2017