

**FINANCING CORPORATION FOR THE  
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
CORPORATE RESOLUTION**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA AUTHORIZING THE LEASE-PURCHASE OF VARIOUS EDUCATIONAL FACILITIES PROJECTS; AUTHORIZING THE EXECUTION AND DELIVERY OF LEASE SCHEDULE NO. 2008 RELATING TO THE LEASE-PURCHASE OF SUCH PROJECTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2008 SUPPLEMENTAL TRUST AGREEMENT WITH WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING \$96,000,000 INITIAL AGGREGATE PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION (SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA MASTER LEASE PROGRAM), SERIES 2008 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 SARASOTA COUNTY, FLORIDA; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT RELATING TO THE LEASE OF CERTAIN REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT WITH THE TRUSTEE WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION; DELEGATING TO THE CHAIR, VICE-CHAIR, PRESIDENT, VICE PRESIDENT AND THEIR DESIGNEES THE AUTHORITY TO EXECUTE AND DELIVER CERTAIN DOCUMENTS RELATED TO THE COMPETITIVE SALE OF SUCH CERTIFICATES OF PARTICIPATION IN ACCORDANCE WITH THE PARAMETERS SET FORTH IN A RESOLUTION OF THE SCHOOL BOARD ADOPTED ON THE DATE HEREOF; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA:**

**SECTION 1. DEFINITIONS.** The following 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"** means Chapters 1001 et. seq., Chapter 617, Florida Statutes, and other applicable provisions of law.

**"Board"** means the Board of Directors of the Corporation.

**"Chair"** means the Chair of the Corporation and, in his or her absence or unavailability, the Vice-Chair or such other person as may be duly authorized to act on his or her behalf.

**"Corporation"** means the Financing Corporation for the School Board of Sarasota County, a Florida not-for-profit corporation.

**"Ground Lease"** means the Ground Lease Agreement between the School Board and the Corporation.

**"Lease Agreement"** means the Master Lease-Purchase Agreement, dated as of June 1, 2003, between the Corporation and the School Board, as amended and supplemented.

**"Lease Schedule No. 2008"** means Lease Schedule No. 2008 to the Lease Agreement between the Corporation and the School Board.

**"Official Notice of Sale"** means the Official Notice of Sale described in Section 10 hereof.

**"President"** means the President of the Corporation and, in his or her absence or unavailability, the Vice-President or such other person as may be duly authorized to act on his or her behalf.

**"School Board"** means the School Board of Sarasota County, Florida, acting as the governing body of the Sarasota County School District.

**"School Board Resolution"** means the Certificates Resolution adopted by the School Board of even date hereof related to the lease-purchase of the Series 2008 Project and the issuance of the Series 2008 Certificates.

**"Second Amendment to Assignment of Lease Agreement"** means the Second Amendment to Assignment of Lease Agreement by and between the Corporation and the Trustee.

**"Secretary"** means the Secretary of the Corporation, and, in his or her absence or unavailability, the Vice-President or such other person as may be duly authorized to act on his or her behalf.

**"Series 2008 Certificates"** means the Certificates of Participation (School Board of Sarasota County, Florida Master Lease Program), Series 2008 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 Sarasota County, Florida, to be dated as of their date of issuance (or such other date as may be set forth in the Official Notice of Sale or Offering Statement) and to be executed, authenticated and delivered by the Trustee under the Trust Agreement and the Series 2008 Supplemental Trust Agreement.

**"Series 2008 Project"** shall have the meaning as ascribed thereto in Lease Schedule No. 2008.

**"Series 2008 Supplemental Trust Agreement"** means the Series 2008 Supplemental Trust Agreement relating to the Series 2008 Certificates among the Corporation, the School Board and the Trustee.

**"Trust Agreement"** means the Trust Agreement, dated as of June 1, 2003, among the Corporation, the School Board and the Trustee, as amended and supplemented.

**"Trustee"** means Wells Fargo Bank, National Association, or any successor thereto.

**SECTION 2. FINDINGS.** It is hereby found and determined that:

(A) The Corporation is authorized and empowered by the Act to enter into transactions such as that contemplated by this Resolution, the Lease Agreement, Lease Schedule No. 2008, the Trust Agreement, the Series 2008 Supplemental Trust Agreement, the Ground Lease and the Second Amendment to Assignment of Lease Agreement, and to fully perform its obligations thereunder in order to acquire, construct and install the Series 2008 Project and lease the same to the School Board.

(B) It is in the best interest of the Corporation that the Series 2008 Certificates be sold pursuant to a publicly noticed competitive sale in accordance with the terms hereof.

(C) The Series 2008 Certificates shall be secured solely as provided in the Trust Agreement, the Lease Agreement, Lease Schedule No. 2008 and the Ground Lease, it being understood that neither the Series 2008 Certificates nor the interest represented thereby shall be or constitute a general obligation of the Corporation or the District, the Board, Sarasota County or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the Corporation or the District, the Board,

Sarasota County 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 3. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Corporation's Articles of Incorporation, the Act and other applicable provisions of law.

**SECTION 4. AUTHORIZATION OF LEASE-PURCHASE OF SERIES 2008 PROJECT.** Subject to the provisions of Section 10 hereof, the Corporation hereby authorizes the acquisition, construction and installation of the Series 2008 Project and the lease-purchase of it to the School Board in accordance with the terms of the Lease Agreement and Lease Schedule No. 2008.

**SECTION 5. APPROVAL OF LEASE SCHEDULE NO. 2008.** Subject to the provisions of Section 10 hereof, the Board hereby authorizes and directs the Chair or President to execute Lease Schedule No. 2008, and the Secretary to attest the same under the seal of the Corporation, and to deliver Lease Schedule No. 2008 to the School Board for its execution. Lease Schedule No. 2008 shall be in substantially the form attached hereto as Exhibit A, with such changes, amendments, modifications, omissions and additions as may be approved by such Chair or President. Execution by the Chair or President of Lease Schedule No. 2008 shall be deemed to be conclusive evidence of approval of such changes. The authorization to execute and deliver Lease Schedule No. 2008 is expressly conditioned upon compliance with the terms and conditions set forth in the Official Notice of Sale for execution, authentication and delivery of the Series 2008 Certificates.

**SECTION 6. APPROVAL OF SERIES 2008 SUPPLEMENTAL TRUST AGREEMENT.** Subject to the provisions of Section 10 hereof, the Board hereby authorizes and directs the Chair or President to execute the Series 2008 Supplemental Trust Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Series 2008 Supplemental Trust Agreement to the School Board and the Trustee for their execution. The Series 2008 Supplemental Trust Agreement shall be in substantially the form attached hereto as Exhibit B, with such changes, amendments, modifications, omissions and additions as may be approved by said Chair or President. Execution by the Chair or President of the Series 2008 Supplemental Trust Agreement shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 7. APPROVAL OF GROUND LEASE.** Subject to the provisions of Section 10 hereof, the Board hereby authorizes and directs the Chair or President to execute the Ground Lease, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Ground Lease to the School Board for its execution. The Ground Lease shall be in substantially the form attached hereto as Exhibit C, with such changes, amendments, modifications, omissions and additions as may be approved

by said Chair or President. Execution by the Chair or President of the Ground Lease shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 8. APPROVAL OF SECOND AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT.** Subject to the provisions of Section 10 hereof, the Board hereby authorizes and directs the Chair or President to execute the Second Amendment to Assignment of Lease Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Second Amendment to Assignment of Lease Agreement to the Trustee for its execution. The Second Amendment to Assignment of Lease Agreement shall be in substantially the form attached hereto as Exhibit D which such changes, amendments, modifications, omissions and additions as may be approved by said Chair or President. Execution by the Chair or President of the Second Amendment to Assignment of Lease Agreement shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 9. AUTHORIZATION OF EXECUTION AND DELIVERY OF REQUEST AND AUTHORIZATION CERTIFICATE.** Subject to the provisions of Section 10 hereof, the Board hereby authorizes and directs the Chair or President to execute and deliver a Request and Authorization Certificate substantially in the form attached to the Trust Agreement as Exhibit C, authorizing the Trustee to execute and deliver not in excess of \$96,000,000 initial aggregate principal amount of Series 2008 Certificates and containing such other details as shall be necessary to conform such Request and Authorization Certificate to the final terms and details of the Series 2008 Certificates as set forth in Lease Schedule No. 2008 and the Series 2008 Supplemental Trust Agreement.

**SECTION 10. AUTHORIZATIONS SUBJECT TO CONDITIONS SUBSEQUENT; OFFICIAL NOTICE OF SALE.** (a) The authorizations set forth in Section 4 through 9 hereof are subject in all respects to satisfaction of the requirements set forth in the School Board's Certificate Resolution of even date herewith and relating to the issuance of the Series 2008 Certificates, including, particularly, Section 9(B) thereof. Execution and delivery of said documents by the Chair and Superintendent of the School Board shall be deemed conclusive evidence of the satisfaction of the requirements set forth in said School Board Resolution and this Section 10.

(b) The form of the Official Notice of Sale attached hereto as Exhibit E and the terms and provisions thereof are hereby authorized and approved. The Chair or President or their designees are hereby authorized to make such changes, insertions and modifications as he shall deem necessary prior to the advertisement of such Official Notice of Sale. The Chair or President or their designees are hereby authorized to advertise and publish the Official Notice of Sale or a summary thereof at such time as they shall deem necessary and appropriate, upon the advice of the District's Financial Advisor and in conjunction with representatives of the District, to accomplish the competitive sale of the Series 2008 Certificates.

(c) Notwithstanding the foregoing, in accordance with the provisions of the Official Notice of Sale, the Chair or President or their designees may, in their sole discretion, reject any and all bids.

**SECTION 11. GENERAL AUTHORITY.** Subject to the provisions of Section 10 hereof, the Chair or President, Secretary and the other officers, attorneys and other agents or employees of the Corporation 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 School Board Resolution, the Lease Agreement, Lease Schedule No. 2008, the Trust Agreement, the Series 2008 Supplemental Trust Agreement, the Ground Lease or the Second Amendment to Assignment of Lease Agreement or for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the Corporation is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

**SECTION 12. 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 13 EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED** this 3rd day of June, 2008.

**FINANCING CORPORATION FOR THE  
SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**FORM OF LEASE SCHEDULE NO. 2008**

**LEASE SCHEDULE NO. 2008**

**Schedule No. 2008  
to the  
Master Lease-Purchase Agreement,  
dated as of June 1, 2003  
between  
Financing Corporation for the  
School Board of Sarasota County (the "Corporation")  
and  
School Board of Sarasota County, Florida (the "Board")**

**THIS LEASE SCHEDULE NO. 2008** (the "Lease Schedule") is hereby entered into under and pursuant to that certain Master Lease-Purchase Agreement, dated as of June 1, 2003 (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 an estimated Maximum Cost of \$\_\_\_\_\_, 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 \_\_\_\_\_, 2008.

(b) The Initial Lease Termination Date of the lease of the Series 2008 Project shall be June 30, 20\_\_\_. The Maximum Lease Term shall commence on the Commencement Date hereof and terminate on July 1, 2023.

(c) The Estimated Completion Date is \_\_\_\_\_, 20\_\_.

3. Certificates of Participation.

(a) The Certificates of Participation issued under the Trust Agreement and related to this Lease Schedule are identified as "Certificates of Participation (School Board of Sarasota County, Florida Master Lease Program), Series 2008



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 Sarasota County, Florida" (the "Series 2008 Certificates").

(b) The Credit Enhancer for the Series 2008 Certificates shall be Financial Security Assurance Inc. ("Financial Security").

(c) The Reserve Requirement for the Series 2008 Subaccount established in the Reserve Account under the Trust Agreement shall be zero (\$0.00).

(d) The Optional Prepayment Date for the Series 2008 Certificates shall be July 1, 20\_\_.

(e) The Prepayment Amount for purposes of 6.03(g) of the Trust Agreement is zero (\$0.00).

(f) The Closure Date of the Series 2008 Subaccount of the Project Account established for the Series 2008 Certificates, for purposes of Section 6.03(g) of the Trust Agreement, shall be \_\_\_\_\_, 20\_\_.

4. Basic Rent and Basic Rent Payment Dates. The Basic Rent payable by the Board to the Corporation with respect to the Series 2008 Project under the Lease Agreement is described in Schedule A attached hereto. The Basic Rent Payment Dates with respect to the Series 2008 Certificates shall be June 15 and December 15 of each year, commencing December 15, 2008.

5. Use of Certificate Proceeds. The proceeds of the Series 2008 Certificates (net of underwriters' discount) shall be disbursed as follows:

Deposit to Series 2008 Subaccount of Project Account established for the Series 2008 Certificates .....	\$
Deposit to Series 2008 Subaccount of Costs of Issuance Account established for the Series 2008 Certificates .....	\$*

\* \_\_\_\_\_ of which shall be wired directly to Financial Security at closing.

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 each site on which the Series 2008 Project shall be located shall be the lesser of (i) \$1,000,000 per each Series 2008 Project site, (ii) the fair market or agreed upon value of each site or (iii) the amount agreed upon between the Board and the Credit Enhancer.

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 assigned to the Trustee pursuant to the Assignment of Lease Agreement, dated as of June 1, 2003, as supplemented and amended pursuant to a Second Amendment to Assignment of Lease Agreement between the Corporation and the Trustee, dated as of June 1, 2008, and that all of its right, title and interest in the Ground Lease Agreement, dated as of June 1, 2008, between the Board and the Corporation (the "Ground Lease"), have been assigned to the Trustee pursuant to the Assignment of Ground Lease, dated as of June 1, 2008, from the Corporation to the Trustee.

12. Other Permitted Encumbrances. Those encumbrances set forth in the title policies delivered in connection with any Project component site.

13. Certification Required by Lease Agreement. Pursuant to Section 3.01(c)(ii) of the Lease Agreement, the Board hereby reaffirms the Board's covenants, representations and warranties made under the Lease Agreement, except as modified hereby, and further certifies that no default has occurred and is continuing under the Lease Agreement.

14. Section 5.08(c) and (d) of Lease Agreement Not Applicable. Notwithstanding the provisions set forth in Sections 5.08(c) and (d) of Lease Agreement, the Board may elect not to repair, restore or replace the Series 2008 Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee and the Credit Enhancer for the Series 2008 Certificates stating that (i) the Board has made such an election and (ii) it is not in the best interests of the Board to repair, restore or replace such Series 2008 Project or portion thereof. Upon such an election, the Board shall apply the Net Proceeds of such insurance or condemnation award to the acquisition, construction and installation of other Land and/or Buildings to be used for educational purposes that will be subject to the Series 2008 Lease; provided that if the Credit Enhancer consents thereto such proceeds may be used for Equipment, the Costs of the

other components of the Series 2008 Project or in connection with Facilities to be used for other than instructional, educational purposes. The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2008 Project.

15. Credit Enhancer Notices. Copies of all notices required to be given to a Credit Enhancer pursuant to the Lease Agreement shall be given to Financial Security at the following address:

Financial Security Assurance Inc.  
351 West 52<sup>nd</sup> Street  
New York, New York 10019  
Attention: Managing Director - Surveillance  
Re: Policy No.: \_\_\_\_\_  
Telephone: (212) 826-0100  
Telecopier: (212) 339-3556

16. Special Terms and Conditions Required by Financial Security. For purposes of this Lease Schedule, the following provisions shall apply:

(a) Financial Security shall be deemed to be a third party beneficiary to the Lease Agreement. Any self-insurance reserve funds maintained by the Board pursuant to Section 5.07 of the Lease Agreement shall be held by the Trustee.

(b) The Board and the Corporation agree not to make any amendments to the Lease Agreement described in Sections 6.05(a)(v) and 6.05(b) of the Lease Agreement without obtaining the prior written consent of Financial Security. The Board may not amend the Ground Lease or this Lease Schedule or take any other action to release any of the Projects constituting the Series 2008 Project or any of the Project Sites constituting the Series 2008 Project Sites without the prior written consent of Financial Security.

(c) The Board, to the extent permitted by law, but solely from Available Revenues in accordance with the provisions of the Trust Agreement and the Lease Agreement, hereby agrees to pay or reimburse Financial Security any and all charges, fees, costs and expenses which Financial Security may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in respect of the Lease Agreement, the Trust Agreement, the Ground Lease or the Assignment Agreement (each, a "Related Document"), (ii) the pursuit of any remedies under the Lease Agreement or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver, or other action with respect to, or related to, the Lease Agreement or any other Related Documents whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Lease Agreement or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of Financial Security to honor its obligations under the Municipal Bond Insurance Policy.

(d) In determining whether any amendment, consent, waiver, or other action to be taken, or any failure to take action, under the Lease Agreement would adversely affect the security for the Series 2008 Certificates or the rights of the Owners of Series 2008 Certificates, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Municipal Bond Insurance Policy.

(e) Information to be Provided to Financial Security. The Board agrees to provide the following information to Financial Security:

(1) the annual audited financial statements of the District within 30 days of completion thereof;

(2) the final Budget of the Board within 30 days of approval thereof;

(3) upon delivery of the audited financial statements described in clause (e)(1) above, a certificate of the chief financial officer of the Board or his/her designee stating that, to the best of such individual's knowledge following reasonable inquiry, no Event of Default has occurred under the Lease Agreement, or if an Event of Default has occurred, specifying the nature thereof and if the Board has the right to cure such Event of Default pursuant to Section 7.02 of the Lease Agreement, stating in reasonable detail the steps, if any, being taken by the Board to cure such Event of Default;

(4) Notice of the commencement of any proceeding by or against the Board commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(5) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2008 Certificates;

(6) All reports, notices and correspondence to be delivered to Owners of the Series 2008 Certificates under the terms of the Related Documents.

(f) There shall be no grace period for failure to pay in full any Supplemental Rent under the Lease Agreement.

(g) (1) Unless otherwise waived in writing by Financial Security, the following provisions shall apply; provided that compliance with paragraphs (g)(2)(v), (vi) and (vii) below shall not be required and such paragraphs shall be of no force or effect so long as the amount generated by (i) 80% of the Board's legally available capital outlay millage assuming a 95% collection rate based on the most current certified taxable assessed valuation available at the time of calculation, plus (ii) 80% of the amount derived from legally available sales tax monies, shall produce an amount sufficient to

cover maximum annual debt service on the Board's lease and other Debt Obligations payable from such legally available capital outlay millage and/or legally available sales tax monies. For the purposes of the above test, maximum annual debt service shall be calculated at the same rates as in the budgeting requirements of (g)(2) below and (unhedged) fixed rate debt shall be calculated at the actual payment requirements thereof. For purposes of the above test, the amount of legally available capital outlay millage shall be the maximum millage rate that the Lessee may levy and use to make lease payments pursuant to law. Legally available sales tax monies shall include voter approved sales tax levies that are legally available to the Board to make lease payments (i) as specifically authorized in the referendum approving such sales tax and as otherwise authorized by law, including any necessary resolutions of the Board or (ii) to the extent Financial Security receives an opinion to such effect in form and substance satisfactory to, and from counsel reasonably acceptable to, Financial Security. The amount of legally available sales tax monies for purposes of such calculation shall be based on a reasonable estimate by the Lessee of such taxes derived from historical collections of such tax in such jurisdiction or from collections of an existing similar sales tax in such jurisdiction. If any portion of the legally available capital outlay millage or legally available sales tax monies shall have a stated expiration date, then the revenues calculated above must be adjusted for such expiring taxes and 80% of the remaining tax revenues may not be less than the maximum annual debt service coming due after such tax expiration. The above test shall be performed annually upon preparation of the following year's budget.

The provisions of paragraph (g)(2)(vi) below shall only apply to swaps entered into after the first date of non-compliance with the above coverage requirement. The provisions of paragraph (g)(2)(vii) below shall apply only to swaps entered into after the first date of non-compliance with such covenant unless such non-compliance was caused by the incurrence of additional debt by or on behalf of the Board.

For purposes of the above test, "Debt Obligations" shall mean all bonds, notes or other instruments, contracts or agreements evidencing indebtedness of the Board or borrowed money and shall include capital-leases and lease-purchase agreements.

(2) For purposes of adopting an annual budget meeting the requirements of Section 4.05(c) of the Lease Agreement to effect the renewal of the Lease Agreement for an additional Renewal Lease Term, the Board agrees that each such budget, if adopted by the Board, shall include the actual amounts of Lease Payments, if known, and to the extent such amounts cannot be determined at the time of preparation of such notice, estimated annual fees and payments and all other Supplemental Rent Payments. In order to make such estimates, the Board agrees that it will utilize the following estimates and methodologies:

(i) while the interest portion of Basic Rent Payments pursuant to any Lease Schedule is calculated at a variable rate (i.e. the corresponding Certificates

are variable rate) and a Qualified Swap Agreement (defined in paragraph (viii) below) is in effect, the Board's budget adopted to satisfy the requirements of Section 4.05(c) under the Lease Agreement, will include an amount at least equal to the fixed rate payment payable by the Board under such Qualified Swap Agreement; provided, however, that in the event the payment by the provider of the Qualified Swap Agreement is not computed at the actual interest rate payable on the related Certificates, the Board will also include in such budget adopted to satisfy the requirements of Section 4.05(c) of the Lease Agreement, an additional (i) .25% of the principal amount of the Basic Rent Payments represented by the related Certificates if the payment by the swap provider is calculated based upon a tax-exempt index (the "Tax-Exempt Margin") or (ii) .50% of the principal amount of the Basic Rent Payments represented by the related Certificates if the payment by the swap provider is calculated based upon a taxable index (the "Taxable Margin");

(ii) while the interest portion of Basic Rent Payments for any Lease Schedule is calculated at a variable rate (i.e. the corresponding Certificates are variable rate) and a Qualified Swap Agreement (defined in paragraph (viii) below) is not in effect, the Board's budget adopted to satisfy the requirements of Section 4.05(c) of the Lease Agreement will include the greater of (i) the amount of the swap payment to be made by the Board (or if the swap payment is a floating amount, such amount shall be computed based upon the rate of calculation used in computing the most recent payment to the swap provider), if any, plus (a) the Tax-Exempt Margin if such swap payment is based on a tax-exempt index or (b) the Taxable Margin if such swap payment is based upon a taxable index, (ii) the average rate at which the interest portion of Basic Rent Payments payable under such Lease Schedule had been determined for the prior 12 months, plus 1.00% on the principal amount of the related Certificates if such Certificates bear interest at a variable rate, or (iii) the most recent actual rate of interest on the related Certificates plus 1.00%;

(iii) in the event the Board is obligated to pay the variable rate payment under any swap agreement and a Qualified Swap Agreement (defined in paragraph (viii) below) is in effect, the Board's budget adopted to satisfy the requirements of Section 4.05(c) of the Lease Agreement will include the interest portion of Basic Rent Payments in respect of the related Certificates in an amount equal to the average net interest cost on the related Certificates (i.e. actual interest expense after giving effect to net swap payments) over the preceding 12 month period plus (a) the Tax-Exempt Margin if such swap payment is based upon a tax-exempt index and (b) the Taxable Margin if such swap payment is based upon a taxable index; and

(iv) while the interest portion of Basic Rent Payments is calculated at a fixed rate (i.e. the corresponding Certificates are fixed rate) and the Board is required to make a variable rate payment under a swap that is not a Qualified Swap Agreement (defined in paragraph (viii) below), the Board's budget adopted to satisfy the requirements of Section 4.05(c) of the Lease Agreement will include an amount equal to the greater of (a) the amount specified in paragraph (iii) above and (b) the actual interest rate on the corresponding Certificates.

(v) If the test set forth in (g)(1) above is not satisfied, the Board agrees that not more than 25% of the total principal amount of outstanding obligations of the Board secured by capital leases shall be variable rate obligations. For purposes of this determination the following shall apply: (a) variable rate obligations hedged by a Qualified Swap Agreement shall not be included as variable rate obligations; and (b) an early termination under a Qualified Swap Agreement or a failure of a swap agreement to remain a Qualified Swap Agreement shall not cause the principal amount of variable rate obligations to exceed 25% unless a substitute Qualified Swap Agreement has not been entered into within 60 days from the date of such early termination or failure to remain a Qualified Swap Agreement.

(vi) If the test set forth in (g)(1) above is not satisfied, then any termination payment payable by the Board under a swap agreement relating to a Lease Schedule entered into thereafter shall be insured by an insurance company rated "AAA" or "Aaa" by at least two major rating agencies.

(vii) If the test set forth in (g)(1) above is not satisfied, not more than the greater of (i) \$50,000,000 and (ii) 25% of the total principal amount of outstanding obligations of the Board secured by capital leases shall be subject to swap agreements with any single counterparty (treating each entity that is separately capitalized and has a separate rating as a separate counterparty for such purpose).

(viii) For purposes of this Lease Schedule "Qualified Swap Agreement" means a swap agreement with a swap provider (i) rated at least "AA-" by S&P or "Aa3" by Moody's (or whose obligations are unconditionally guaranteed by an entity so rated), at the time the swap agreement is entered into and (ii) following any downgrade of such provider (or guarantor) is rated at least "BBB" by S&P and "Baa2" by Moody's and has collateralized its Obligations with a zero Threshold as such terms are defined in the Credit Support Annex (the "CSA") to the Schedule to such swap agreement.

(h) The Board agrees to amend its budget, by emergency budget if necessary, subject to and in accordance with requirements of applicable law, if amounts due under the Lease Agreement in any Fiscal Year for which a Renewal Lease Term is in effect exceed the amount budgeted therefor.

(i) No contract shall be entered into or any action taken by which the rights of Financial Security or security for or sources of payment of the Series 2008 Certificates may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of Financial Security.

(j) The right to exercise remedies under the Lease Agreement for an Event of Default or an Event of Non-Appropriation shall be limited to (i) a Credit Enhancer that insures, guarantees or supports payment of principal and interest payable on a series of Certificates or (ii) the holders of the Certificates (with the consent of such Credit Enhancer, if any).

(k) Any swap termination payment to be made by the Lessee in connection with any Series of Certificates may only be Supplemental Lease Payments (i.e. they shall not be considered Basic lease Payments).

(l) Liens or Encumbrances. There shall be no liens or encumbrances on the Land, other than Permitted Encumbrances.

**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 June, 2008.

**FINANCING CORPORATION FOR THE  
SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

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

(SEAL)

Attest: \_\_\_\_\_  
Secretary

**SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

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

(SEAL)

Attest: \_\_\_\_\_  
Superintendent/Secretary



**SCHEDULE A**

**TOTAL BASIC RENT SCHEDULE**

(Rent due on June 15 and December 15 next preceding each  
Certificate Payment Date)

## **BASIC RENT SCHEDULE BY GROUP**

[See attached exhibits]

**SERIES 2008 PROJECT DESCRIPTION, SERIES 2008 PROJECT BUDGET,  
PROJECT SCHEDULE AND DESIGNATED EQUIPMENT**

PROJECT DESCRIPTION AND SCHEDULE

1. Elementary School "I": This will be a new Elementary school for 920 student stations, which is scheduled to be completed in July of 2009. The new school will be built on a 32-acre site located at 4701 Huntsville Avenue, North Port, Florida. The new campus will be comprised of two buildings, which in aggregate will contain approximately 130,000 square feet of space. The school will contain nine kindergarten classrooms, 27 primary classrooms, 14 intermediate classrooms, three skills labs, a science lab, an art lab, a music lab, six resource rooms, ESE part- and full-time classrooms, administrative and counseling offices, a media center, a cafetorium and a covered play area. In total, there will be 50 classrooms. Site improvements will provide parking facilities with a student drop-off loop and a separate bus loop, as well as playfields and playgrounds.

2. Sarasota County Technical Institute Replacement - Phases IA & II: This will be a partial replacement of an existing school on an approximately 72-acre site located at 4748 Beneva Road, Sarasota, Florida. These phases are designed for 1,225 student stations. The gross area to be constructed or remodeled is 204,902 square feet. The new structures will include a three-story classroom building, a television production studio, a cafeteria, a culinary arts facility/restaurant, a mini conference center, a media center and an administration suite. Completion of these two phases is scheduled for May, 2010.

Under certain conditions set forth in the Master Lease, the Board may substitute or add components to the above described Project and modify the Plans and Specifications thereof. [The Series 2008 Project was approved by the Board in connection with the Board's Capital Improvement Program].

ESTIMATED PROJECT BUDGET\*

<u>Elementary School "I"</u>	\$ _____
<u>South County Technical School Replacement - Phases I &amp; II</u>	_____
Total	\$ _____

\_\_\_\_\_  
\* Excludes investment earnings.

ESTIMATED DRAWDOWN SCHEDULE

## DESIGNATED EQUIPMENT

All equipment components not constituting fixtures of the educational facilities described under the heading "PROJECT DESCRIPTION AND SCHEDULE" above.

**EXHIBIT A TO SCHEDULE B**

**EDUCATIONAL PLANT SURVEY EXCERPTS RELATED  
TO THE PROJECT COMPONENTS**

**SCHEDULE C**

**DESCRIPTION OF THE LAND**

**LEGAL DESCRIPTIONS FOR SCHOOL BOARD**  
**2008 LEASE REVENUE BONDS**



## **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 with respect to Series 2008 Project.
6. Memorandum of Ground Lease with respect to Series 2008 Project.

**EXHIBIT B**

**FORM OF SERIES 2008 SUPPLEMENTAL TRUST AGREEMENT**

---

**SERIES 2008 SUPPLEMENTAL TRUST AGREEMENT**

**by and among**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee**

**and**

**FINANCING CORPORATION FOR THE  
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA,  
as Lessor**

**and**

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

**Dated as of June 1, 2008**

***Relating to*  
Certificates of Participation  
(School Board of Sarasota County, Florida Master Lease Program),  
Series 2008**

**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 Sarasota County, Florida**

---

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
SECTION 101.	DEFINITIONS ..... 4
ARTICLE II	
THE SERIES 2008 CERTIFICATES	
SECTION 201.	AUTHORIZATION OF SERIES 2008 CERTIFICATES ..... 6
SECTION 202.	ISSUANCE OF SERIES 2008 CERTIFICATES ..... 7
SECTION 203.	THE SERIES 2008 PROJECT ..... 7
SECTION 204.	LETTER OF INSTRUCTIONS ..... 7
ARTICLE III	
APPLICATION OF SERIES 2008 CERTIFICATE PROCEEDS	
SECTION 301.	APPLICATION OF SERIES 2008 CERTIFICATE PROCEEDS ..... 10
ARTICLE IV	
ESTABLISHMENT OF SERIES 2008 PLEDGED ACCOUNTS	
SECTION 401.	ESTABLISHMENT OF SERIES 2008 PLEDGED ACCOUNTS ..... 11
SECTION 402.	SECURITY FOR SERIES 2008 CERTIFICATES ..... 11
SECTION 403.	CREDIT ENHANCEMENT ..... 11
ARTICLE V	
PREPAYMENT OF SERIES 2008 CERTIFICATES	
SECTION 501.	PREPAYMENT DATES AND PRICES OF SERIES 2008 CERTIFICATES; NOTICES ..... 12
ARTICLE VI	
PROVISIONS RELATING TO SERIES 2008 CERTIFICATES	
SECTION 601.	PROVISIONS REGARDING FINANCIAL GUARANTY INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE BOARD ..... 13
ARTICLE VII	
MISCELLANEOUS	
SECTION 701.	PROVISIONS OF TRUST AGREEMENT NOT OTHERWISE MODIFIED ..... 29
SECTION 702.	THIRD PARTY BENEFICIARIES ..... 29
SECTION 703.	COUNTERPARTS ..... 29
SECTION 704.	HEADINGS ..... 29
SECTION 705.	LAWS ..... 29
SCHEDULE 1	LETTER OF INSTRUCTIONS ..... S-1

## **SERIES 2008 SUPPLEMENTAL TRUST AGREEMENT**

**THIS SERIES 2008 SUPPLEMENTAL TRUST AGREEMENT**, dated as of June 1, 2008 (the "Series 2008 Supplemental Trust Agreement"), supplementing the Master Trust Agreement, dated as of June 1, 2003, as amended and supplemented (the "Trust Agreement"), by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers qualified to accept trusts of the type set forth in the Trust Agreement (the "Trustee"), the **FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a not-for-profit educational corporation duly organized and existing under the laws of the State of Florida (the "Corporation"), and the **SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, acting as the governing body of the School District of Sarasota County, Florida (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 heretofore entered into a Master Lease-Purchase Agreement, dated as of June 1, 2003, 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 will be made by the issuance and sale from time to time of a Series (as defined in the Trust Agreement) of Certificates of Participation issued under the Trust Agreement (the "Certificates"), which shall be secured by and be payable from the right of the Corporation to receive Basic Rent Payments (as defined in the Trust Agreement) to be made by the Board pursuant to the Lease Agreement and related Lease Schedule; and

**WHEREAS**, 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 2008 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 June 1, 2003, as amended and supplemented, particularly as amended by that certain Second Amendment to Assignment of Lease Agreement, dated as of June 1, 2008 (collectively, the "Assignment of Lease Agreement"), each between the Corporation and the Trustee; and

**WHEREAS**, the Board has heretofore caused the Trustee to execute, authenticate and deliver, under the Trust Agreement, \$59,865,000 aggregate principal amount of Certificates of Participation (School Board of Sarasota County, Florida Master Lease Program), Series 2003 (the "Series 2003 Certificates"), Evidencing an Undivided Proportionate Interest of the Owners thereof in certain Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the School Board of Sarasota County, Florida, which Series 2003 Certificates are currently outstanding in the aggregate principal amount of \$26,940,000; and

**WHEREAS**, the proceeds of the Series 2003 Certificates were principally used to refinance the costs of acquisition, construction and installation of various educational facilities (the "Series 1990 Project") as more particularly described in Lease Schedule No. 2003, dated as of June 1, 2003, as amended and supplemented; and

**WHEREAS**, the Board has heretofore cause the Trustee to execute, authenticate and deliver, under the Trust Agreement, \$50,000,000 aggregate principal amount of Certificates of Participation (School Board of Sarasota County, Florida Master Lease Program), Series 2004 (the "Series 2004 Certificates"), Evidencing an Undivided Proportionate Interest of the Owners thereof in certain Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the School Board of Sarasota County, Florida, which Series 2004 Certificates are currently outstanding in the aggregate principal amount of \$41,110,000; and

**WHEREAS**, the proceeds of the Series 2004 Certificates were principally used to finance the costs of acquisition, construction and installation of various educational facilities (the "Series 2004 Project") as more particularly described in Lease Schedule No. 2004, dated as of September 1, 2004, as amended and supplemented; and

**WHEREAS**, the Series 2008 Certificates shall be secured independently from each other Series of Certificates; and

**WHEREAS**, the Board and the Corporation shall enter into Lease Schedule No. 2008, dated as of the date hereof, for the lease-purchase of various educational facilities more particularly described in said Lease Schedule No. 2008; and

**WHEREAS**, the Trustee has received a Request and Authorization from the Corporation and the Board relating to the issuance of \$\_\_\_\_\_ aggregate principal amount of "Certificates of Participation (School Board of Sarasota County, Florida

Master Lease Program), Series 2008 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 Sarasota County, Florida"; and

**WHEREAS**, with the issuance of the Series 2008 Certificates the Trustee is executing, authenticating and delivering \$\_\_\_\_\_ aggregate principal amount of Certificates of Participation (School Board of Sarasota County, Florida Master Lease Program), Series 2008 (the "Series 2008 Certificates"); and

**WHEREAS**, the Series 2008 Certificates shall be secured in the manner provided in the Trust Agreement and shall have the terms and provisions contained in this Series 2008 Supplemental Trust Agreement; and

**WHEREAS**, all things necessary to make the Series 2008 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 2008 Supplemental Trust Agreement, and the creation, execution and issuance of the Series 2008 Certificates subject to the terms hereof, have in all respects been duly authorized;

**NOW, THEREFORE, THIS SERIES 2008 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 2008 Supplemental Trust Agreement, the following words and terms as used in this Series 2008 Supplemental Trust Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

**"Available Revenues"** means the moneys and revenues of the Board legally available under the Act to make the Lease Payments.

**"Financial Security"** or **"Insurer"** or **"Credit Enhancer"** means Financial Security Assurance Inc., a New York Stock Exchange insurance company and the issuer of the Municipal Bond Insurance Policy or any successor thereof.

**"Lease Schedule No. 2008"** means Lease Schedule No. 2008 relating to the Series 2008 Project dated as of June 1, 2008 which shall be part of the Lease Agreement.

**"Municipal Bond Insurance Policy"** or **"Policy"** means the municipal bond insurance policy issued by Financial Security guaranteeing the scheduled payment when due of the principal and interest in respect of the Series 2008 Certificates as provided therein.

**"Related Documents"** means the Trust Agreement, the Lease Agreement, the Ground Lease, the Assignment of Lease Agreement and the Assignment of Ground Lease as supplemented and amended.

**"Reserve Requirement"** means, with respect to the Series 2008 Certificates, zero dollars (\$0.00).

**"Series 2008 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 2008 Certificates"** means the \$\_\_\_\_\_ aggregate principal amount of Certificates of Participation authorized to be issued under Section 4.01 of the Trust Agreement and Section 201 hereof.

**"Series 2008 Pledged Accounts"** means the Series 2008 Subaccount of the Project Account, the Series 2008 Subaccount of the Costs of Issuance Account, the Series



2008 Subaccount of the Principal Account, the Series 2008 Subaccount of the Interest Account and the Series 2008 Account of the Prepayment Fund.

**"Series 2008 Project"** means the property and improvements described as the "Series 2008 Project" in Lease Schedule No. 2008, as the same may be amended or modified from time to time.

**"Series 2008 Subaccount of the Costs of Issuance Account"** means the subaccount established in the Costs of Issuance Account pursuant to Section 6.02 and 6.04 of the Trust Agreement and Section 401 hereof.

**"Series 2008 Subaccount of the Interest Account"** means the subaccount established in the Interest Account pursuant to Section 6.02 and 6.06 of the Trust Agreement and Section 401 hereof.

**"Series 2008 Subaccount of the Principal Account"** means the subaccount established in the principal account pursuant to Section 6.02 and 6.06 of the Trust Agreement and Section 4.01 hereof.

**"Series 2008 Subaccount of the Project Account"** means the subaccount established in the Project Account pursuant to Section 6.02 and 6.03 of the Trust Agreement and Section 401 hereof.

**"Series 2008 Supplemental Trust Agreement"** means this instrument, as amended and supplemented.

**"Trustee"** means Wells Fargo Bank, National Association and any successor thereto.

**ARTICLE II**  
**THE SERIES 2008 CERTIFICATES**

**SECTION 201. AUTHORIZATION OF SERIES 2008 CERTIFICATES.**

(a) There is hereby created a Series of Certificates to be issued under the Trust Agreement to be known as "Certificates of Participation (School Board of Sarasota County, Florida Master Lease Program), Series 2008 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 Sarasota County, Florida." The aggregate principal amount of Series 2008 Certificates which may be issued is hereby expressly limited to \$\_\_\_\_\_; provided, however, Completion Certificates may be issued in the manner provided in Section 4.12 of the Trust Agreement. The Series 2008 Certificates shall be issued for the purposes of (a) financing the acquisition, construction and installation of certain educational and related facilities to be leased to the Board, and (b) paying Costs of Issuance of the Series 2008 Certificates. The Series 2008 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 2008 Certificates shall be lettered and numbered R-1 and upward.

(b) Except as otherwise provided in the Trust Agreement, each Series 2008 Certificate shall be dated as of their date of delivery. Interest on the Series 2008 Certificates shall be payable on each Payment Date, commencing January 1, 2009. The Series 2008 Certificates shall be payable in the manner provided in the Trust Agreement.

(c) The Series 2008 Certificates shall bear interest at the respective rates and shall mature on July 1 of each of the years in the respective principal amounts set opposite each year in the following schedule:

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

(d) The Series 2008 Certificates maturing on July 1 in the years 20\_\_ through 20\_\_, inclusive, shall be Serial Certificates. The Series 2008 Certificates maturing on July 1, 20\_\_ shall be Term Certificates. The Series 2008 Certificates shall be substantially in the form set forth in Exhibit B to the Trust Agreement.

**SECTION 202. ISSUANCE OF SERIES 2008 CERTIFICATES.** The Series 2008 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. THE SERIES 2008 PROJECT.** The Series 2008 Project shall be acquired, constructed and installed as provided in the Trust Agreement, the Lease Agreement and Lease Schedule No. 2008.

**SECTION 204. LETTER OF INSTRUCTIONS.** Attached hereto as Schedule 1 is the Letter of Instructions relating to the Series 2008 Certificates as required by Section 6.12 of the Trust Agreement. The Trustee, the Corporation and the Board agree to abide by the provisions of such Letter of Instructions in accordance with and to the extent of the terms of the Trust Agreement.

**SECTION 205. SECTION 5.08(C) AND (D) OF LEASE AGREEMENT NOT APPLICABLE.** Notwithstanding the provisions set forth in Sections 5.08(c) and (d) of Lease Agreement, the Board may elect not to repair, restore or replace the Series 2008 Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee and the Credit Enhancer for the Series 2008 Certificates stating that (i) the Board has made such an election and (ii) it is not in the best interests of the Board to repair, restore or replace such Series 2008 Project or portion thereof. Upon such an election, the Board shall apply the Net Proceeds of such insurance or condemnation award to the acquisition, construction and installation of other Land, and/or Buildings to be used for educational purposes that will be subject to Lease Schedule No. 2008; provided that if the Credit Enhancer consents thereto such proceeds may be used for Equipment, the Costs of the other components of the Series 2008 Project or in connection with Projects to be used for other than instructional, educational purposes. The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2008 Project.

**SECTION 206. BOOK-ENTRY.** Notwithstanding the provisions set forth in Section 201 hereof or Section 4.06 of the Trust Agreement, the Series 2008 Certificates shall be initially issued in the form of a separate single certificated fully registered Series 2008 Certificate for each of the maturities of the Series 2008 Certificates. Upon initial issuance, the ownership of each such Series 2008 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 Series

2008 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 2008 Certificates shall be registered in the name of Cede & Co., all payments of interest on the Series 2008 Certificates shall be made by the Trustee by check or draft or by wire transfer to Cede & Co., as Holder of the Series 2008 Certificates.

With respect to Series 2008 Certificates registered in the registration books kept by the Registrar 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 2008 Certificates, (B) the delivery to any Participant or any other Person other than a Certificateholder, as shown in the registration books kept by the Trustee, of any notice with respect to the Series 2008 Certificates, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Certificateholder, 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 2008 Certificates. The Board, the Corporation and the Trustee may treat and consider the Person in whose name each Series 2008 Certificate is registered in the registration books kept by the Trustee as the Holder and absolute owner of such Series 2008 Certificate for the purpose of payment of principal of, premium, if any, and interest with respect to such Series 2008 Certificate, for providing notices with respect to such Series 2008 Certificate, for the purpose of registering transfers with respect to such Series 2008 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 2008 Certificates only to or upon the order of the respective holders, 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 2008 Certificates to the extent of the sum or sums so paid. No Person other than a holder, as shown in the registration books kept by the Trustee, shall receive a certificated Series 2008 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 2008 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 2008 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 and upon compliance with applicable DTC policies and procedures, the Series 2008 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 holders shall designate, in accordance with the provisions hereof. In such event, the Board shall issue and the Trustee shall authenticate, transfer and exchange Series 2008 Certificates of like principal amount and maturity, in denominations of \$5,000 or any integral multiple thereof to the holders 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 executed by the Board and delivered to DTC shall apply to the payment of principal of and interest on the Series 2008 Certificates.

**ARTICLE III**  
**APPLICATION OF SERIES 2008 CERTIFICATE PROCEEDS**

**SECTION 301. APPLICATION OF SERIES 2008 CERTIFICATE PROCEEDS.** The proceeds of the Series 2008 Certificates (not including any underwriting discount) shall be applied by the Trustee as follows:

(1) Deposit to the credit of the Series 2008 Subaccount of the Costs of Issuance Account an amount equal to the Costs of Issuance of the Series 2008 Certificates (\$\_\_\_\_\_) (\$\_\_\_\_\_ of which shall be wired directly to Financial Security upon delivery in order to pay the Municipal Bond Insurance Policy premium);

(2) Deposit to the credit of the Series 2008 Subaccount of the Project Account of the Project Fund the balance of the proceeds from the sale of the Series 2008 Certificates (\$\_\_\_\_\_).

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.

**ARTICLE IV**  
**ESTABLISHMENT OF SERIES 2008 PLEDGED ACCOUNTS**

**SECTION 401. ESTABLISHMENT OF SERIES 2008 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 2008 Certificates, the following accounts and subaccounts:

(a) The "School Board of Sarasota County, Florida Master Lease Series 2008 Subaccount of the Project Account."

(b) The "School Board of Sarasota County, Florida Master Lease Series 2008 Subaccount of the Costs of Issuance Account."

(c) The "School Board of Sarasota County, Florida Master Lease Series 2008 Subaccount of the Interest Account."

(d) The "School Board of Sarasota County, Florida Master Lease Series 2008 Subaccount of the Principal Account."

(e) The "School Board of Sarasota County, Florida Master Lease Series 2008 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 2008 Pledged Accounts shall be invested solely in Permitted Investments.

**SECTION 402. SECURITY FOR SERIES 2008 CERTIFICATES.** The Series 2008 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 2008 Certificates. The Owners of the Series 2008 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. CREDIT ENHANCEMENT.** The Series 2008 Certificates shall be further secured by the Municipal Bond Insurance Policy issued by Financial Security, which shall be the Credit Enhancer and Insurer for the Series 2008 Certificates. Financial Security shall have all the rights provided for such Credit Enhancer under the terms of the Trust Agreement and under the terms hereof and the Related Documents.

**ARTICLE V  
PREPAYMENT OF SERIES 2008 CERTIFICATES**

**SECTION 501. PREPAYMENT DATES AND PRICES OF SERIES 2008 CERTIFICATES; NOTICES.** (a) The Series 2008 Certificates are subject to prepayment only as provided in this Section. The Series 2008 Certificates are not subject to extraordinary prepayment prior to maturity.

(b) The Series 2008 Certificates maturing on or before July 1, 20\_\_ shall not be subject to prepayment at the option of the Board. The Series 2008 Certificates maturing on or after July 1, 20\_\_ may be prepaid 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, or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at the Prepayment Price equal to 100% of the principal amount of the Series 2008 Certificates or portion thereof to be prepaid, plus accrued and unpaid interest thereon to the optional prepayment date.

Notwithstanding any provisions of Section 4.06 of the Lease Agreement, any optional prepayments relating to a Group within the Series 2008 Project shall not result in a termination or release of the Lessor's leasehold estate in such Group pursuant to Section 4.07 of the Lease Agreement unless the Board has delivered to the Trustee the prior written consent of Financial Security which consent shall not be unreasonably withheld.

(c) The Series 2008 Certificates maturing on July 1, 20\_\_ are subject to mandatory prepayment prior to maturity in part, from payments of the principal portion of Basic Rent Payments on each July 1 in the years and in the amounts set forth below at a Prepayment Price of par plus the interest accrued to the Prepayment Date:

July 1 of the Year

Principal Amount

\*

---

\*Final Maturity

(d) Notice of any prepayment of Series 2008 Certificates shall either (i) explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient money to pay the full prepayment price of the Series 2008 Certificates to be prepaid, or (ii) be sent only if sufficient money to pay the full prepayment price of the Series 2008 Certificates to be prepaid is on deposit in the applicable fund or account.



**ARTICLE VI  
PROVISIONS RELATING TO SERIES 2008 CERTIFICATES**

**SECTION 601. PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE BOARD.** The following provisions relating to the Series 2008 Certificates shall apply so long as Financial Security's Municipal Bond Insurance Policy is in full force and effect:

(a) Notwithstanding the provisions of Exhibit A to the Trust Agreement, for all purposes of the Trust Agreement related to the investment of the proceeds of the Series 2008 Certificates or amounts on deposit in the Series 2008 Pledged Accounts, **"Permitted Investments,"** means:

1. (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

2. Federal Housing Administration debentures.

3. The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)

Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

Senior Debt obligations

- Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)

Consolidated system-wide bonds and notes

- Federal Home Loan Banks (FHL Banks)
    - Consolidated debt obligations
  - Federal National Mortgage Association (FNMA)
    - Senior debt obligations
      - Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
  - Student Loan Marketing Association (SLMA)
    - Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)
  - Financial Corporation (FICO)
    - Debt obligations
  - Resolution Funding Corporation (REFCORP)
    - Debt obligations
4. Unsecured certificates of deposit, time deposits and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P.
  5. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million.
  6. Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.
  7. Money market funds rated "AAm" or "AAm-G" by S&P, or better.
  8. "State Obligations," which means:
    - A. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally

guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

B. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

C. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

9. Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

A. the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

B. the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

C. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

D. the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

E. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

F. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long-term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-

term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's and acceptable to Financial Security, provided that:

A. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);

B. The Trustee or a third party acting solely as agent therefor or for the Board (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

C. The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

D. All other requirements of S&P in respect of repurchase agreements shall be met; and

E. The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Board or the Trustee, if directed by the Board (who, in either case, shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Board or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's; provided that, by the terms of the investment agreement:

A. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Series 2008 Certificates;

B. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Board and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

C. the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation or, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

D. the Board or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Board, the Trustee and the Insurer) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to Financial Security;

E. the investment agreement shall provide that if during its term:

(1) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Board, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(2) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the Board or the Trustee, if directed by the Board (who, in either case, shall give such direction if so directed by Financial Security), within 10 days of receipt of such direction, repay the principal of and

accrued but unpaid interest on the investment, in either case with no penalty or premium to the Board or Trustee, and

F. The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

G. the investment agreement must provide that if during its term:

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Board or the Trustee, if directed by the Board (who, in either case, shall give such direction if so directed by Financial Security), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate, and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate.

12. Subject to the prior written approval of Financial Security, such other obligations as shall be permitted to be legal investments of the Board by the laws of the State.

13. Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, as amended.

(b) (i) Permitted Investments (except investment agreements) in Trust Agreement funds and accounts shall be valued by the Trustee at the market value thereof, exclusive of accrued interest, not less often than annually or as frequently as reasonably deemed necessary by Financial Security. Deficiencies in the amount on deposit in any fund or account resulting from a decline in market value shall be restored within one year of the valuation date.

(ii) The Trustee shall terminate any repurchase agreement upon a failure of the counterparty thereto to maintain the requisite collateral percentage after the restoration period and, if not paid by the counterparty in federal funds against transfer of the repo securities, liquidate the collateral.

(iii) The Trustee shall give notice to any provider of an investment agreement in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid.

(iv) The Trustee shall, upon actual knowledge of a default under a repurchase or investment agreement or the withdrawal or suspension of either of the ratings of an investment agreement or repurchase provider or a drop in the ratings thereon below "AA" or "Aa," as appropriate, or "AAA" or "Aaa," as appropriate, in the case of a foreign bank, so notify Financial Security, and if so directed by Financial Security, shall demand further collateralization of the agreement or termination thereof and liquidation of the collateral.

(c) Notice of optional prepayment of the Series 2008 Certificates, other than any notice that refers to Series 2008 Certificates that are to be prepaid from proceeds of Refunding Securities or amounts to be provided by Financial Security in its discretion, may be given only if sufficient moneys to pay the prepayment price of such prepaid Series 2008 Certificates have been deposited with the Trustee or the Board has informed the Trustee in writing that it has on hand such amount of moneys and such moneys are designated to be used solely for the prepayment of the Series 2008 Certificates.

(d) Notwithstanding the provisions of Section 11.01 of the Trust Agreement, but subject to Section 601(x) of this Supplemental Trust Agreement, any Supplemental Trust Agreement entered into pursuant to Section 11.01(j) of the Trust Agreement and any amendments of Section 11.03 of the Trust Agreement shall require the prior written consent of Financial Security.

(e) For purposes of Section 12.01 of the Trust Agreement, "Refunding Securities", as it relates to defeasance of the Series 2008 Certificates, shall mean (i) direct non-callable obligations of the United States, (ii) evidences of ownership of proportionate interests in future interest and principal payments on such direct obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and such underlying obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated or (iii) pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively (or any combination thereof) and shall be authorized to be used to effect defeasance of the Series 2008 Certificates, unless Financial Security otherwise approves. In the event of an advance refunding of the Series 2008 Certificates (A) the Board shall cause to be delivered to Financial Security and the Trustee, on the deposit date and upon any reinvestment of the defeasance amount, a Verification verifying the sufficiency of the escrow established to pay the Series 2008 Certificates in full on the maturity date or earlier redemption date, (B) the escrow agreement executed in connection with the defeasance of the Series 2008 Certificates shall provide that no (1) substitution of a Refunding Security shall be permitted except with another Refunding Security and upon

delivery of a new Verification, and (2) reinvestment of a Refunding Security shall not be permitted except as contemplated by the original Verification or upon delivery of a new Verification, and (C) there shall be delivered an opinion of nationally recognized bond counsel to the effect that the Series 2008 Certificates are no longer "Outstanding" under the Trust Agreement; each Verification and defeasance opinion shall be addressed to the Board, the Trustee and Financial Security. In the event a forward purchase agreement will be employed in the refunding, such agreement shall be subject to the approval of Financial Security and shall be accompanied by such opinions of counsel as may be required by Financial Security. Financial Security shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

(f) Financial Security shall be provided by the Trustee or the Board, as the case may be, with the following information:

(i) Annual audited financial statements of the District within 30 days of completion thereof and the Board's final budget within 30 days after the approval thereof by the Board;

(ii) Notice of any failure of the Board to make any required deposit into the Lease Payment Fund within two Business Days of the Trustee's knowledge thereof; notice of any other default or an Event of Non-Appropriation known to the Trustee within five Business Days after knowledge thereof, provided, however, that notice of Non-Appropriation shall be given immediately;

(iii) Notice of the advance refunding or prepayment, other than mandatory sinking fund prepayment, of any of the Series 2008 Certificates, including the principal amount, maturities and CUSIP numbers thereof;

(iv) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto; and

(v) Such additional information as Financial Security from time to time may reasonably request.

(g) Financial Security shall be provided with a full original transcript of all proceedings relating to the execution of any amendment or supplement to the Trust Agreement, the Ground Lease, the Assignment Agreement or the Lease Agreement (collectively, the "Related Documents").

(h) All reports, notices and correspondence to be delivered pursuant to the Trust Agreement, this Series 2008 Supplemental Trust Agreement, the Lease Agreement, the Ground Lease and the Assignment Agreement shall also be delivered to Financial Security.



(i) Claims Upon the Municipal Bond Insurance Policy:

(i) If, on the third Business Day prior to the related Payment Date there is not on deposit with the Trustee after making all transfers and deposits required under the Trust Agreement, the Series 2008 Supplemental Trust Agreement and the Lease Agreement, moneys sufficient to pay the principal of and interest in respect of the Series 2008 Certificates due on such Payment Date, the Trustee shall give notice to Financial Security and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest in respect of the Series 2008 Certificates due on such Payment Date, the Trustee shall make a claim under the Municipal Bond Insurance Policy and give notice to Financial Security and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest in respect of the Series 2008 Certificates and the amount required to pay principal of the Series 2008 Certificates, confirmed in writing to Financial Security and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Municipal Bond Insurance Policy.

(ii) At the time of the execution and delivery of the Series 2008 Supplemental Trust Agreement, and for all purposes of the Trust Agreement, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of the Series 2008 Certificates referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Municipal Bond Insurance Policy in trust on behalf of the Series 2008 Certificate Owners and shall deposit any amount paid under the Municipal Bond Insurance Policy in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners in the same manner as principal and interest payments are to be made with respect to the Series 2008 Certificates under the sections hereof regarding payment of Series 2008 Certificates. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. However, the amount of any payment of principal of or interest in respect of the Series 2008 Certificates to be paid from the Policy Payments Account shall be noted as provided in (iv) below. Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee.

In the event the Series 2008 Certificates are subject to mandatory sinking fund prepayment, upon receipt of the moneys due, if the Series 2008 Certificates are not registered under a book-entry system of registration, affected Series 2008 Certificate Owners shall surrender their Series 2008 Certificates to the Trustee who shall authenticate and deliver to such Series 2008 Certificate Owner a new Series 2008 Certificate or Series 2008 Certificates in an aggregate principal amount equal to the unredeemed portion of the Series 2008 Certificate surrendered, and upon maturity or other advancement of maturity and receipt of the moneys due, Series 2008 Certificate Owners shall surrender their Series 2008 Certificates for cancellation. The Trustee shall designate any portion of payment of principal on Series 2008 Certificates paid by Financial Security, whether by virtue of mandatory sinking fund prepayment, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2008 Certificates registered to the then current Series 2008 Certificate Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2008 Certificate to Financial Security, registered in the name of Financial Security Assurance Inc., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2008 Certificate shall have no effect on the amount of principal or interest payable by the Board on any Series 2008 Certificate or the subrogation rights of Financial Security.

(iii) In the event the maturity of the Series 2008 Certificates is accelerated, Financial Security may elect, in its sole discretion, to pay accelerated principal and interest accrued or accreted, as applicable, on such principal to the date of acceleration (to the extent unpaid by the Board) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued or accreted, as applicable to the acceleration date as provided above, Financial Security's obligations under the Policy with respect to such Series 2008 Certificates shall be fully discharged.

(iv) Financial Security shall be entitled to pay principal or interest on the Series 2008 Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Series 2008 Certificates as a result of acceleration of the maturity thereof in accordance with the Trust Agreement, whether or not Financial Security has received a Notice of Nonpayment (as such terms are defined in the Policy) or a claim upon the Policy.

(v) Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to Financial Security.

(vi) The Trustee shall keep a complete and accurate record of all funds deposited by Financial Security into the Policy Payments Account and the

allocation of such funds to payment of interest on and principal paid in respect of any Series 2008 Certificate. Financial Security shall have the right to inspect such records at reasonable times upon one Business Day's prior notice to the Trustee.

(vii) Subject to and conditioned upon payment of any interest or principal with respect to the Series 2008 Certificates by or on behalf of Financial Security, each Series 2008 Certificate Owner, by its purchase of Series 2008 Certificates, hereby assigns to Financial Security, but only to the extent of payments made by Financial Security with respect to such Series 2008 Certificates, all rights to the payment of interest or principal on the Series 2008 Certificates, including, without limitation, any amounts due to the Series 2008 Certificate Owners which are then due for payment in respect of securities law violations arising from the offer and sale of the Series 2008 Certificates. Financial Security may exercise any option, vote, right, power of the like with respect to Series 2008 Certificates to the extent it has made a principal payment pursuant to the Municipal Bond Insurance Policy. The foregoing assignment is in addition to, and not in limitation of, rights of subrogation otherwise available to Financial Security in respect of such payments. The Trustee shall take such action and deliver such instruments as may be reasonably requested or required by Financial Security to effectuate the purpose or provisions of this paragraph (vii). The Trustee agrees that Financial Security shall be subrogated to all of the rights to payment of the Owners of the Series 2008 Certificates or in relation thereto to the extent that any payment of principal or interest was made to such Owners with payments made under the Municipal Bond Insurance Policy by Financial Security.

(viii) The Trustee shall promptly notify Financial Security of either of the following as to which it has actual knowledge: (A) the commencement of any proceeding by or against the Board or the Corporation commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") and (B) the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer (a "Preference Claim") of any payment of principal of, or interest in respect of, the Series 2008 Certificates. Each Owner, by its purchase of Series 2008 Certificates, and the Trustee hereby agrees that Financial Security may at any time during the continuation of an Insolvency Proceeding direct all matters relating to such Insolvency Proceeding in respect of the Series 2008 Certificates, including, without limitation, (1) all matters relating to any Preference Claim, (2) the direction of any appeal of any order relating to any Preference Claim and (3) the posting of any surety, supersedeas or performance bond pending any such appeal. In addition, and without limitation of the foregoing, Financial Security shall be subrogated to the rights of the Trustee (on behalf of the Owners) and each Owner in any Insolvency Proceeding to the extent it is subrogated pursuant to the Municipal Bond Insurance

Policy, including, without limitation, any rights of any party to an adversary proceeding action with respect to any court order issued in connection with any such Insolvency Proceeding.

(ix) Financial Security shall, to the extent it makes any payment of principal of or interest in respect of the Series 2008 Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy.

(j) In the event of a partial defeasance relating to a Group of the Series 2008 Project pursuant to Section 4.06 of the Lease Agreement, the Trustee shall not release or terminate the Lessor's leasehold estate in such Group pursuant to Section 4.07 of the Lease Agreement unless the Board has delivered to the Trustee the prior written consent of Financial Security, which consent shall not be unreasonably withheld.

(k) Subject to Section 601(x) of this Supplemental Trust Agreement, the rights granted under the Related Documents to Series 2008 Certificates Owners and any Credit Enhancer to request, consent to or direct any action are rights granted to Financial Security in consideration of its issuance of the Municipal Bond Insurance Policy. Any exercise by Financial Security of such rights is merely an exercise of Financial Security's contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the Series 2008 Certificate Owners nor does such action evidence any position of Financial Security, positive or negative, as to whether Series 2008 Certificate Owner consent is required in addition to consent of Financial Security.

(l) To the extent permitted by law, the Board shall pay to Financial Security, but solely from Available Revenues in accordance with the provisions of the Trust Agreement and the Lease Agreement, interest on any payments made by Financial Security (other than payments made by Financial Security pursuant to the Municipal Bond Insurance Policy which are paid to Financial Security pursuant to its rights of subrogation thereunder) on behalf of, or advanced to, the Board including, without limitation, any amounts payable by the Board in connection with the Series 2008 Certificates or the Lease Agreement. The Board also agrees to pay to Financial Security, but solely from Available Revenues in accordance with the provisions of the Trust Agreement and the Lease Agreement, interest on any and all amounts as are paid under the Municipal Bond Insurance Policy and any and all amounts as are described above from the date paid by Financial Security until payment thereof in full at the Late Payment Rate. "Late Payment Rate" shall mean a per annum rate equal to the lower of (i) three percent above the interest rate that JP Morgan Chase Bank, N.A. ("JP Morgan") publicly announces from time to time as its prime lending rate ("Prime Rate"), such interest rate to change on the effective date of each change in the announced Prime Rate and (ii) the maximum interest rate permitted to be paid by the Board under applicable law; provided that with respect to payments paid to and received by Financial Security pursuant to its subrogation rights under the Trust Agreement the amount of the Series 2008 Certificates

interest rate shall be subtracted from the Late Payment Rate. In the event JP Morgan ceases to announce its Prime Rate, the Prime Rate shall be the prime rate of such national bank as Financial Security shall designate.

(m) The Board, to the extent permitted by law, but solely from Available Revenues in accordance with the provisions of the Trust Agreement and the Lease Agreement, hereby agrees to pay or reimburse Financial Security any and all charges, fees, costs and expenses which Financial Security may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Municipal Bond Insurance Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of the Related Documents (as defined in Section 601(g) herein above), including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Corporation or the Board or any affiliate thereof) relating to any of the Related Documents, any party to any of the Related Documents or the transaction contemplated by the Related Documents (the "Transaction"), (iii) the foreclosure against, sale or other disposition of any collateral securing any obligations under the Related Documents, or the pursuit of any remedies under any of the Related Documents, or (iv) any amendment, waiver or other action with respect to, or related to, any Related Document whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of Financial Security spent in connection with the actions described in clauses (ii) - (iv) above; and Financial Security reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of any of the Related Documents.

(n) In addition to any and all rights of reimbursement, subrogation and any other rights pursuant hereto or under law or in equity, the Board, to the extent permitted by law and only with respect to any obligations incurred prior to termination of the Lease Agreement (or during any holdover period and regardless of whether a claim therefor occurs after termination of the Lease Agreement), agrees to pay or reimburse Financial Security any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which Financial Security or its officers, directors, shareholders, employees, agents and each Person, if any, who controls within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by the Related Documents (as defined in paragraph (g) above) by reason of:

(i) any omission or action (other than of or by Financial Security or DTC) in connection with the offering, issuance, sale, remarketing or delivery of the Series 2008 Certificates;

(ii) the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the Corporation or the Board in connection with any transaction arising from or relating to the Related Documents;

(iii) the violation by the Board of any law, rule or regulation, or any judgment, order or decree applicable to it;

(iv) the breach by the Board of any representation, warranty or covenant under any of the Related Documents or the occurrence, in respect of the Board, under any of the Related Documents of any "event of default" or any event which, with the giving of notice or lapse of time or both, would constitute any "event of default"; or

(v) any untrue statement or alleged untrue statement of a material fact contained in any Offering Statement with respect to the Series 2008 Certificates, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an Offering Statement with respect to the Series 2008 Certificates and furnished by Financial Security in writing expressly for use therein.

(o) Payments required to be made to Financial Security shall be payable solely from the Lease Payments and funds held under the Trust Agreement. Payments owing to Financial Security pursuant to Sections 601(m) and (n) herein above shall be considered Supplemental Rent under the Lease Agreement and shall be paid directly to Financial Security.

(p) Amounts paid by Financial Security under the Policy shall not be deemed paid for purposes of the Trust Agreement and the Series 2008 Certificates to which such amounts relate shall remain Outstanding and continue to be due and owing until paid by the Board in accordance with the Trust Agreement. The Trust Agreement shall not be discharged unless all amounts due or to become due to Financial Security have been paid in full. Notwithstanding the foregoing, the Board shall not be obligated to pay any such amounts subsequent to an Event of Nonappropriation.

(q) Any modification or amendment to the Master Trust Agreement or any other Related Documents (as defined in paragraph (g) above) shall be sent to S&P and Moody's, at least 10 day prior to the effective date thereof.

(r) Any notices sent pursuant to the Related Documents shall be sent to Financial Security pursuant to Section 601(h) hereof.

(s) Any notices sent to Financial Security shall, until otherwise notified in writing by Financial Security, be sent to the following address:

Financial Security Assurance Inc.  
31 West 52nd Street  
New York, New York 10019  
Attention: Managing Director - Surveillance  
Re: Policy No. 209977-N  
Telephone: (212) 826-0100  
Telecopier: (212) 339-3556

In each case in which notice or other communication refers to an Event of Default or Event of Non-Appropriation, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(t) At the time of issuance of any Additional Certificates, no Event of Default shall have occurred and be continuing unless such default shall be cured as a result of the issuance of such Additional Certificates.

(u) The Corporation and the Board agree to not substitute a Building for any of the Buildings described as part of the Series 2008 Project in Lease Schedule No. 2008 without the prior written consent of Financial Security. The Corporation and the Board, however, may add additional Buildings and Equipment to the Series 2008 Project without the consent of Financial Security.

(v) Financial Security shall be deemed to be the sole holder of the Series 2008 Certificates for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2008 Certificates are entitled to take pursuant to Article VIII (pertaining to defaults and remedies) and Article IX (pertaining to the Trustee) of the Trust Agreement. The Trustee shall take no action with respect to such Articles except with the consent, or at the direction, of Financial Security. The maturity of Series 2008 Certificates shall not be accelerated without the consent of Financial Security.

(w) Financial Security is hereby deemed to be a third party beneficiary to the Trust Agreement.

(x) The rights of Financial Security to direct or consent to Board, Trustee or Certificateholder actions under the Trust Agreement or the Related Documents (defined in Section 601(g) above) shall be suspended during any period in which Financial

Security is in default in its payment obligations under the Policy (except to the extent of amounts previously paid by Financial Security and due and owing to Financial Security) and shall be of no force or effect in the event the Policy is no longer in effect or Financial Security asserts that the Policy is not in effect or Financial Security shall have provided written notice that it waives such rights.

(y) Anything to the contrary notwithstanding, the Board shall have no further obligation to appropriate funds for any obligations arising under the Trust Agreement or the Lease Agreement, upon and following the termination of the Lease Agreement as a result of an Event of Non-Appropriation.



**ARTICLE VII  
MISCELLANEOUS**

**SECTION 701. PROVISIONS OF TRUST AGREEMENT NOT OTHERWISE MODIFIED.** 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 2008 Supplemental Trust Agreement, the terms hereof shall control.

**SECTION 702. THIRD PARTY BENEFICIARIES.** Nothing in this Series 2008 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, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Series 2008 Supplemental Trust Agreement or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements in this Series 2008 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, the Credit Enhancer and the Board.

**SECTION 703. COUNTERPARTS.** This Series 2008 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 2008 Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

**SECTION 705. LAWS.** This Series 2008 Supplemental Trust Agreement shall be construed and governed in accordance with the laws of the State.

**IN WITNESS WHEREOF**, the parties have executed this Series 2008 Supplemental Trust Agreement by their officers thereunto duly authorized as of the date and year first written above.

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Trustee

(SEAL)

By: \_\_\_\_\_  
Vice-President

**FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, as Lessor

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Secretary

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

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Superintendent/Secretary

**LETTER OF INSTRUCTIONS**

School Board of Sarasota County, Florida  
Sarasota, Florida

Wells Fargo Bank, National Association  
Coral Springs, Florida

Financing Corporation for the  
School Board of Sarasota County, Florida  
Sarasota, Florida

Re: \$ \_\_\_\_\_ Certificates of Participation (School Board of Sarasota County, Florida Master Lease Program), Series 2008 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 Sarasota County, Florida

Ladies and Gentlemen:

This letter of instructions is intended to set forth certain duties and requirements regarding the payment of rebatable arbitrage to the United States Treasury in compliance with Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") to the extent necessary to preserve the tax-exempt treatment of interest on the above-referenced Certificates of Participation (the "Series 2008 Certificates"). The instructions contained in this letter are based upon said Section 148(f) of the Code and, by analogy, to the Regulations. However, it is not intended to be exhaustive.

The Series 2008 Certificates have been issued pursuant to a Master Trust Agreement, dated as of June 1, 2003, as amended and supplemented, including, in particular, by the Series 2008 Supplemental Trust Agreement, dated as of June 1, 2008 (collectively, the "Trust Agreement"), among Wells Fargo Bank, National Association, as trustee (the "Trustee"), the Financing Corporation for the School Board of Sarasota County, Florida, a Florida not-for-profit corporation, as lessor (the "Corporation"), and the School Board of Sarasota County, Florida, a school board of the State of Florida, as lessee (the "Board"). The Series 2008 Certificates represent undivided proportionate

interests of the Owners of the Series 2008 Certificates in the Basic Rent Payments to be made under a Master Lease-Purchase Agreement, dated as of June 1, 2003, as amended and supplemented, in particular as amended and supplemented by Lease Schedule No. 2008, dated as of June 1, 2008 (collectively, the "Lease Agreement"), between the Corporation and the Board. Pursuant to an Assignment of Lease Agreement, dated as of June 1, 2003, as amended and supplemented, particularly as amended by a Second Amendment to Assignment of Lease Agreement, dated as of June 1, 2008, each between the Corporation and the Trustee, the Corporation has assigned all of its rights, title and interest in and to the Lease Agreement (other than certain rights and obligations specifically excepted therein), including, without limitation, the right to receive the Basic Rent Payments, when due, to the Trustee for the benefit of the Owners of the Series 2008 Certificates.

Since the requirements of said Section 148(f) are subject to amplification and clarification, it may be necessary to supplement or modify the instructions contained in this letter from time to time to reflect any additional or different requirements of said Section and the Regulations or to specify that actions set forth in this letter are no longer required or that some further or different action is required to maintain or assure the exemption from federal income tax of the interest on the Series 2008 Certificates.

For purposes of this letter, any instructions relating to a fund, account or subaccount established under the Trust Agreement shall be deemed to apply only to that portion of such fund, account or subaccount allocable to the Series 2008 Certificates.

**1. Tax Covenants.** Pursuant to the Trust Agreement, the Corporation and the Board have made certain covenants designed to assure that the Interest Component of the Basic Rent Payments is and shall remain excludable from gross income for purposes of federal income taxation. In order to preserve this exemption neither the Corporation nor the Board should, directly or indirectly, use or permit the use of any proceeds of the Series 2008 Certificates or the Lease Payments or any other funds or take or omit to take any action that would cause the Series 2008 Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code or that would cause the Interest Component of the Basic Rent Payments to be subject to be included in gross income for federal income tax purposes under the provisions of the Code. The Board must comply with all other requirements as shall be determined by Special Counsel to be necessary or appropriate to assure that the Interest Component of the Basic Rent Payments will be excludable from gross income for purposes of federal income taxation. To that end, the Corporation and the Board shall comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2008 Certificates.

**2. Definitions.** Capitalized terms used in this letter, but not otherwise defined herein, shall have the same meanings set forth in Exhibit A to the Trust Agreement and in the Board's Certificate as to Arbitrage and Certain Other Tax Matters relating to the Series 2008 Certificates.

**"Certificate Year"** means any one-year period (or shorter period from the Issue Date) ending on the close of business on the day preceding the anniversary of the Issue Date; provided, however, that the Board may select any other day as the end of a Certificate Year if such selection is made prior to the earlier of the final maturity date of the Series 2008 Certificates or the fifth anniversary of the Issue Date.

**"Computation Date"** means (i) any date selected by the Board which is not more than 5 years later than the latter of (x) the date of issue or (y) the most recent Computation Date and (ii) the date all Series 2008 Certificates are finally paid or discharged; provided, however, that for purposes of paying any penalty due as a result of an election of the Board pursuant to Section 3(e) hereof, the Computation Date shall be the last day of each six-month period described in said Section 3(e).

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Computation Date"** means each date selected by the Board as a computation date pursuant to Section 1.148-3(e) of the Regulations and the Final Computation Date.

**"Fair Market Value"** means, when applied to a Nonpurpose Investment, the Fair Market Value of such Investment as determined in accordance with Section 4 hereof.

**"Final Computation Date"** means the date the Series 2008 Certificates are discharged.

**"Gross Proceeds"** means, with respect to the Series 2008 Certificates:

- (1) Amounts constituting Sale Proceeds of the Series 2008 Certificates.
- (2) Amounts constituting Investment Proceeds of the Series 2008 Certificates.
- (3) Amounts constituting Transferred Proceeds of the Series 2008 Certificates.
- (4) Other amounts constituting Replacement Proceeds of the Series 2008 Certificates.
- (5) Amounts that constitute Pledged Moneys (as defined below) and that are derived directly or indirectly from the Board (or a governmental unit of which the Board is a part) or any other person who substantially benefits from the issuance of the Series 2008 Certificates.

**"Investment Proceeds"** means any amounts actually or constructively received from investing proceeds of the Series 2008 Certificates.

**"Investment Property"** means any security, obligation or other property held principally as a passive vehicle for the production of income, within the meaning of Section 1.148-1(b) of the Regulations.

**"Issue Date"** means \_\_\_\_\_, 2008.

**"Net Proceeds"** means Sale Proceeds, less the portion of such Proceeds invested in a reasonably required reserve or replacement fund under the Code.

**"Nonpurpose Investment"** shall have the meaning ascribed to such term in Section 148 of the Code and shall include any Investment Property in which Gross Proceeds are invested which is not acquired to carry out the governmental purpose of the Series 2008 Certificates, e.g., obligations acquired with Gross Proceeds that are invested temporarily until needed for the governmental purpose of the Series 2008 Certificates, that are used to discharge a prior issue, or that are invested in a reasonably required reserve or replacement fund.

**"Nonpurpose Payments"** shall include the payments with respect to Nonpurpose Investments specified in Section 1.148-3(d)(1)(i)-(v) of the Regulations.

**"Nonpurpose Receipts"** shall include the receipts with respect to Nonpurpose Investments specified in Section 1.148-3(d)(2)(i)-(iii) of the Regulations.

**"Pledged Moneys"** means moneys that are reasonably expected to be used directly or indirectly to pay debt service on the Series 2008 Certificates (or to reimburse a municipal bond insurer) or as to which there is a reasonable assurance that such moneys or the earnings thereon will be available directly or indirectly to pay debt service on the Series 2008 Certificates (or to reimburse a municipal bond insurer) if the Board encounters financial difficulties.

**"Pre-Issuance Accrued Interest"** means amounts representing interest that has accrued on an obligation for a period of not greater than one year before its issue date but only if those amounts are paid within one year after the Issue Date.

**"Proceeds"** means any Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Certificates.

**"Qualified Administrative Costs"** means reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage and selling commissions that are comparable to those charged nongovernmental entities in transactions not involving tax-exempt bond proceeds, but not legal and accounting fees, recordkeeping, custody or similar costs. In addition, with respect to a guaranteed investment contract or investments purchased for a yield restricted defeasance escrow, such costs will be considered reasonable if (1) the amount of the fee the Board treats as a Qualified Administrative Cost does not exceed the lesser of (a) \$34,000, or (b) .2% of the

"computational base;" and (2) the Board does not treat as Qualified Administrative Costs more than \$95,000 in brokers' commissions or similar fees with respect to all guaranteed investment contracts and investments for yield restricted defeasance escrows purchased with Gross Proceeds of the issue. For purposes of this definition only, "computational base" shall mean the amount the Board reasonably expects to be deposited in the guaranteed investment contract over the term of the contract or for investments other than guaranteed investment contracts, the amount of Gross Proceeds initially invested.

**"Rebatable Arbitrage"** means, as of any Computation Date, the excess of the future value of all Nonpurpose Receipts over the future value of all Nonpurpose Payments.

**"Rebate Fund"** means the Rebate Fund established pursuant to the Trust Agreement and described in Section 3 hereof.

**"Regulations"** means Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1 and (d)-1, and 1.150-0 through 1.150-2, as amended, and any regulations amendatory, supplementary or additional thereto.

**"Replacement Proceeds"** means amounts that have a sufficiently direct nexus to the Series 2008 Certificates or to the governmental purpose of the Series 2008 Certificates to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Series 2008 Certificates were not used or to be used for that governmental purpose. For this purpose, governmental purposes include the expected use of amounts for the payment of debt service on a particular date. The mere availability or preliminary earmarking of amounts for a governmental purpose, however, does not in itself establish a sufficient nexus to cause those amounts to be Replacement Proceeds. Replacement Proceeds include, but are not limited to, amounts held in a sinking fund or a pledged fund. For these purposes, an amount is pledged to pay principal of or interest on the Series 2008 Certificates if there is reasonable assurance that the amount will be available for such purposes in the event that the issuer encounters financial difficulties.

**"Sale Proceeds"** means any amounts actually or constructively received by the Board from the sale of the Series 2008 Certificates, including amounts used to pay underwriters' discount or compensation and interest other than Pre-Issuance Accrued Interest. Sale Proceeds shall also include, but are not limited to, amounts derived from the sale of a right that is associated with a Series 2008 Certificate and that is described in Section 1.148-4(b)(4) of the Regulations.

**"Special Counsel"** means Nabors, Giblin & Nickerson, P.A., Tampa, Florida or such other firm of nationally recognized bond counsel as may be selected by the Board.

**"Tax-Exempt Investment"** means (i) an obligation the interest on which is excluded from gross income pursuant to Section 103 of the Code, (ii) United States Treasury-State and Local Government Series, Demand Deposit Securities, and (iii) stock in a tax-exempt mutual fund as described in Section 1.150-1(b) of the Regulations. Tax-Exempt Investment shall not include a specified private activity bond as defined in Section 57(a)(5)(C) of the Code. For purposes of these Rebate Instructions, a tax-exempt mutual fund includes any regulated investment company within the meaning of Section 851(a) of the Code meeting the requirements of Section 852(a) of the Code for the applicable taxable year; having only one class of stock authorized and outstanding; investing all of its assets in tax-exempt obligations to the extent practicable; and having at least 98 percent of (1) its gross income derived from interest on, or gain from the sale of or other disposition of, tax-exempt obligations or (2) the weighted average value of its assets represented by investments in tax-exempt obligations.

**"Transferred Proceeds"** shall have the meaning provided therefor in Section 1.148-9 of the Regulations.

**"Universal Cap"** means the value of all then outstanding Series 2008 Certificates.

**"Value" (of a Series 2008 Certificate)** means with respect to a Series 2008 Certificate issued with not more than two percent original issue discount or original issue premium, the outstanding principal amount, plus accrued unpaid interest; for any other Series 2008 Certificate, its present value.

**"Value" (of an Investment)** shall have the following meaning in the following circumstances:

(1) General Rules. Subject to the special rules in the following paragraph, an issuer may determine the value of an investment on a date using one of the following valuation methods consistently applied for all purposes relating to arbitrage and rebate with respect to that investment on that date:

(a) an investment with not more than two percent original issue discount or original issue premium may be valued at its outstanding stated principal amount, plus accrued unpaid interest on such date;

(b) a fixed rate investment may be valued at its present value on such date; and

(c) an investment may be valued at its Fair Market Value on such date.

(2) Special Rules. Yield restricted investments are to be valued at present value provided that (except for purposes of allocating Transferred Proceeds to an issue, for purposes of the Universal Cap and for investments in a commingled fund other than a bona fide debt service fund unless it is a certain commingled fund):



(a) an investment must be valued at its Fair Market Value when it is first allocated to an issue, when it is disposed of and when it is deemed acquired or deemed disposed of, and provided further that;

(b) in the case of Transferred Proceeds, the Value of a Nonpurpose Investment that is allocated to Transferred Proceeds of a refunding issue on a transfer date may not exceed the Value of that investment on the transfer date used for purposes of applying the arbitrage restrictions to the refunded issue.

**"Yield on the Series 2008 Certificates"** means, for all Computation Dates, the Yield expected as of the date hereof on the Series 2008 Certificates over the term of such Series 2008 Certificates computed by:

(1) using as the purchase price of the Series 2008 Certificates, the amount at which such Series 2008 Certificates were sold to the public within the meaning of Sections 1273 and 1274 of the Code; and

(2) assuming that all of the Series 2008 Certificates will be paid at their scheduled maturity dates or in accordance with any mandatory redemption requirements.

**"Yield"** means, generally, the discount rate which, when used in computing the present value of all the unconditionally payable payments of principal and interest on an obligation and all the payments for qualified guarantees paid and to be paid with respect to such obligation, produces an amount equal to the present value of the issue price of such obligation. Present value is computed as of the date of issue of the obligation. There are, however, many additional specific rules contained in the Regulations which apply to the calculation and recalculation of yield for particular obligations and such rules should be consulted prior to calculating the yield for the Series 2008 Certificates on any Computation Date. Yield shall be calculated on a 360-day year basis with interest compounded semi-annually. For this purpose the purchase price of a Nonpurpose Investment or Tax-Exempt Investment is its Fair Market Value, as determined pursuant to Section 4 of this letter, as of the date that it becomes allocated to Gross Proceeds of the Series 2008 Certificates.

### **3. Payment of Rebtable Arbitrage.**

(a) In order to maintain the exemption from federal income tax of the Interest Component of the Basic Rent Payments, the Trustee, upon the written direction of the Board in accordance with Section 6.12 of the Trust Agreement, shall pay the Rebtable Arbitrage to the United States Government at the times and in the amounts determined herein from amounts on deposit in the Rebate Fund. For purposes of determining the Rebtable Arbitrage, the Board should cause the calculations to be made by competent tax counsel or other financial or accounting advisors or persons to ensure correct application of the rules contained in the Code and the Regulations relating to arbitrage

rebate and, if the Board fails to retain such advisors for such purpose, the Trustee should retain such advisors for such purpose, but only at the expense of the Board.

(b) Within 30 days after any Computation Date, the Board must calculate or cause to be calculated the Rebatale Arbitrage or any penalty due pursuant to Section 3(d) below. The Board agrees to pay the Trustee the amount of the Rebatale Arbitrage for deposit to the Rebate Fund on or before the same must be remitted by the Trustee. Upon receipt of such Rebatale Arbitrage from the Board, but in no event later than 60 days following the Computation Date, the Trustee must remit (but only from amounts received from the Board) an amount which when added to the future value of previous rebate payments is not less than 90 percent (100 percent with respect to the Computation Date on the final repayment or retirement of the Series 2008 Certificates plus the income, if any, from the investment of the Rebatale Arbitrage due the United States Government after the final Computation Date) of the Rebatale Arbitrage.

Each payment must be accompanied by Internal Revenue Service Form 8038-T.

(c) The obligation to pay Rebatale Arbitrage to the United States, as described in this letter, shall be treated as satisfied with respect to the Series 2008 Certificates if (i) Gross Proceeds are expended for the governmental purpose of the Series 2008 Certificates by no later than the date which is six months after the Issue Date and if it is not anticipated that any other Gross Proceeds will arise during the remainder of the term of the Series 2008 Certificates and (ii) the requirement to pay Rebatale Arbitrage, if any, to the United States with respect to the portion of the Reserve Account allocable to the Series 2008 Certificates, if any, is met. For purposes described above, Gross Proceeds do not include (i) amounts deposited in a bona fide debt service fund, so long as the funds therein constitute bona fide debt service funds, or a reasonably required reserve or replacement fund (as defined in Section 1.148-1 of the Regulations and meeting the requirements of Section 1.148-2(f) of the Regulations), (ii) amounts that, as of the Issue Date, are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the date which is six months after the Issue Date, (iii) amounts representing Sale or Investment Proceeds derived from any Purpose Investment (as defined in Section 1.148-1 of the Regulations) and earnings on those payments, and (iv) amounts representing any repayments of grants (as defined in Section 1.148-6(d)(4) of the Regulations). If Gross Proceeds are in fact expended by such date, then, except as to amounts, if any, on deposit in the Reserve Account, Rebatale Arbitrage with respect to such Gross Proceeds need not be calculated and no payment thereof to the United States Department of Treasury need be made. Use of Gross Proceeds to redeem Series 2008 Certificates shall not be treated as an expenditure of such Gross Proceeds.

Notwithstanding the foregoing, if Gross Proceeds which were reasonably expected to be Gross Proceeds on the Issue Date actually become available after the date which is six months after the Issue Date, as determined by the Board, then the requirements described herein relating to the calculation of Rebatale Arbitrage and the payment

thereof to the United States must be satisfied, except that no such calculation or payment need be made with respect to the initial six-month period. Any other amounts not described in this Section which constitute Gross Proceeds, other than a bona fide debt service fund, will be subject to rebate.

(d) As an alternative to Section 3(c) above, the obligation of the Board to pay Rebatable Arbitrage to the United States, as described herein, shall be treated as satisfied with respect to the Series 2008 Certificates if the Gross Proceeds are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 15% of such Gross Proceeds are spent within the six-month period beginning on the Issue Date;

(ii) at least 60% of such Gross Proceeds are spent within the 1-year period beginning on the Issue Date; and

(iii) at least 100% of such Gross Proceeds are spent within the 18-month period beginning on the Issue Date.

As set forth in Section 1.148-7(d)(2) of the Regulations, for purposes of the expenditure requirements set forth in this paragraph (d), 100% of the Gross Proceeds of the Series 2008 Certificates shall be treated as expended for the governmental purposes of the issue within the 18-month period beginning on the Issue Date if such requirement is met within the 30-month period beginning on the Issue Date and such requirement would have been met within such 18-month period but for a reasonable retainage (not exceeding 5% of the Net Proceeds of the Series 2008 Certificates). If Gross Proceeds are in fact expended by such dates, then Rebatable Arbitrage need not be calculated and no payment thereof to the United States Department of Treasury need be made. Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the Series 2008 Certificates and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the Series 2008 Certificates or (ii) \$250,000. Use of Gross Proceeds to redeem the Series 2008 Certificates shall not be treated as an expenditure of such Gross Proceeds. For purposes of this paragraph (d), "Gross Proceeds" shall be modified as described in paragraph (c) above.

(e) As an alternative to subsection (d) above, the obligation to pay Rebatable Arbitrage to the United States, as described in this letter, is treated as satisfied with respect to the Series 2008 Certificates if the "Available Construction Proceeds" (as defined in Section 148(f)(4)(c)(vi) of the Code) are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 10% of such Available Construction Proceeds are spent within the six-month period beginning on the Issue Date;

(ii) at least 45% of such Available Construction Proceeds are spent within the 1-year period beginning on the Issue Date;

(iii) at least 75% of such Available Construction Proceeds are spent within the eighteen-month period beginning on the Issue Date; and

(iv) at least 100% of such Available Construction Proceeds are spent within the 2-year period beginning on the Issue Date.

For purposes of this Section 3(e), the term Available Construction Proceeds means the Net Proceeds of the construction issue, increased by earnings on the Net Proceeds, earnings on amounts in the Reserve Account to the extent that such amounts were not funded from proceeds of the Series 2008 Certificates, and earnings on all of the foregoing earnings, and reduced by the amount, if any, of the Net Proceeds deposited to the Reserve Account and amounts used to pay issuance costs (including bond insurance premium).

As set forth in Section 148(f)(4)(B)(iv)(III) of the Code, for purposes of the expenditure requirements set forth in this paragraph (e), 100% of the Available Construction Proceeds of the Series 2008 Certificates is treated as expended for the governmental purposes of the issue within the 2-year period beginning on the Issue Date if such requirement is met within the 3-year period beginning on the Issue Date and such requirement would have been met within such 2-year period but for a reasonable retainage (not exceeding 5% of the Available Construction Proceeds of the Series 2008 Certificates). Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the Series 2008 Certificates and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the Series 2008 Certificates or (ii) \$250,000.

For purposes of Section 148(f)(4)(C)(vii) of the Code, in the event the Board fails to meet the expenditure requirements referred to above, the Board does not elect to pay, in lieu of the Rebatable Arbitrage otherwise required to be paid with respect to such Gross Proceeds, a penalty with respect to the close of each 6-month period after the Issue Date equal to 1.5% of the amount of the Available Construction Proceeds of the Series 2008 Certificates which, as of the close of such period, are not spent as required by the expenditure provisions set forth above. The penalty referred to above shall cease to apply only after the Series 2008 Certificates (including any refunding obligations issued with respect thereto) are no longer outstanding. The Board makes no election with respect to the above-described penalty.

In order to qualify for the exemption from the obligation to pay Rebatable Arbitrage to the United States pursuant to this paragraph (e), at least 75% of the Available Construction Proceeds of the Series 2008 Certificates must be used for construction expenditures with respect to property which is owned by a governmental unit or an organization described in Section 501(c)(3) of the Code (subject in all respects

to the provisions of Section 142(b)(1)(B) of the Code). The term "construction" includes reconstruction and rehabilitation of existing property. If only a portion of an issue is to be used for construction expenditures, such portion and such other portion of such issue may, at the election of the Board, be treated as a separate issue for purposes of this subsection (e) (although the remaining portion may not be entitled to the benefits of paragraph 3(d) hereof. The Board hereby elects not to treat any portion of the Series 2008 Certificates as a separate issue.

(f) The Board and the Trustee should keep or cause to be kept proper books of records and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Series 2008 Certificates, including moneys derived from, pledged to, or to be used to make payments on the Series 2008 Certificates. Such records shall, at a minimum, be sufficient to enable the Board to calculate the Rebatale Arbitrage and, if necessary, shall specify the account or fund to which each investment (or portion thereof) is to be allocated and shall set forth, in the case of each investment security, (i) its purchase price, (ii) identifying information, including par amount, coupon rate, and payment dates, (iii) the amount received at maturity or its sale price, as the case may be, including accrued interest, (iv) the amounts and dates of any payments made with respect thereto, and (v) the dates of acquisition and disposition or maturity.

**4. Market Price Rules.** Except as provided below, the Board agrees to comply with the requirements relating to the "Fair Market Value" of acquired Nonpurpose Investments, as defined in Section 1.148-5(d) of the Regulations ("Fair Market Value"). All investments required to be made pursuant to this letter shall be made to the extent permitted by law. In this regard, the Board agrees, among other things, that it will not acquire or cause to be acquired a Nonpurpose Investment (or any other investment acquired with Gross Proceeds or on deposit in the Rebate Fund), for a price in excess of its Fair Market Value or sell any such investment at a price (determined without any reduction for transaction costs) less than its Fair Market Value, except as provided below. For this purpose, the following rules shall apply:

(a) Established securities markets. Except as otherwise provided below, any market especially established to provide a security or obligation to an issuer of municipal obligations shall not be treated as an established market and shall be rebuttably presumed to be acquired or disposed of for a price that is not its Fair Market Value.

(b) Arm's-length price. Any transaction in which a Nonpurpose Investment is directly purchased with Gross Proceeds, or in which a Nonpurpose Investment allocable to Gross Proceeds is disposed of, shall be undertaken in a bona fide arm's-length manner, and no amount shall be paid to reduce the yield on the Nonpurpose Investment.

(c) Safe harbor for establishing Fair Market Value for guaranteed investment contracts and Nonpurpose Investments purchased for a yield restricted defeasance

escrow. In the case of a guaranteed investment contract or Nonpurpose Investments purchased for a yield restricted defeasance escrow, the purchase price shall not be considered to be an arm's-length price unless all the following conditions are met:

(i) The Board makes a bona fide solicitation ("Bona Fide Solicitation") for the purchase of the investment that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers;

(2) The bid specifications include all terms of the bid that may directly or indirectly affect the yield or the cost of the investment;

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Board or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Board or any other person for purposes of satisfying these requirements;

(4) The terms of the bid specifications are such that there is a legitimate business purpose for each term other than to increase the purchase price or reduce the yield of the investment (e.g., for solicitations of Nonpurpose Investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the Board reasonably requires);

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Board's reasonably expected deposit and draw down schedule for the amounts to be invested;

(6) All potential providers have an equal opportunity to bid (e.g., no potential provider is given the opportunity to review other bids before providing a bid); and

(7) At least three providers are solicited for bids that have an established industry reputation as a competitive provider of the type of investments being purchased.

(ii) The bids received by the Board must meet all of the following requirements:

(1) The Board receives at least three bids from providers that the Board solicited under a Bona Fide Solicitation and that do not have a

material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (c) (ii)(1) above is from a provider that has an established industry reputation as a competitive provider of the type of investments being purchased; and

(3) If the Board uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(iii) The winning bid must meet the following requirements:

(1) *Guaranteed investment contracts.* If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) *Other Nonpurpose Investments.* If the investment is not a guaranteed investment contract, the following requirements are met:

(A) The winning bid is the lowest cost bona fide bid (including any broker's fees). The lowest bid is either the lowest cost bid for the portfolio or, if the Board compares the bids on an investment-by-investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the Board from a provider at the time a guaranteed investment contract is purchased (e.g., an escrow float contract) for a yield restricted defeasance escrow under a bidding procedure meeting these requirements is taken into account in determining the lowest cost bid.

(B) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt. The cost of the most efficient portfolio of State and Local Government Series Securities is to be determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications. If such State and Local Government Series

Securities are not available for purchase on the day that bids are required to be submitted because sales of those securities have been suspended, the cost comparison described in this paragraph is not required.

(iv) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay) to third parties in connection with supplying the investment.

(d) The Board shall retain certificates and records documenting compliance with the above requirements until three years after the last outstanding Series 2008 Certificate is redeemed including, but not limited to, the following:

(i) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of Nonpurpose Investments other than guaranteed investment contracts, the purchase agreement or confirmation;

(ii) The receipt or other record of the amount actually paid by the Board for the investments, including a record of any administrative costs paid by the Board and the certification required in paragraph (c)(iv) above;

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results;

(iv) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation; and

(v) For purchase of Nonpurpose Investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted.

Certificates in substantially the forms of subparagraphs (v) and (vi) above must be obtained to evidence the foregoing.

**5. Records.** The Board and the Trustee should retain all records with respect to the calculations required by this letter for at least six years after the date on which the last of the principal of and interest on the Series 2008 Certificates has been paid, whether upon maturity, redemption, or acceleration thereof.

**6. Modification Upon Receipt of Special Counsel Opinion.** Notwithstanding any provision of this letter, if the Board and the Trustee shall receive an opinion of Special Counsel that any specified instructions set forth in this letter are no



longer required or that some further or different action is required to maintain or assure the exclusion from federal gross income of the Interest Component of the Basic Rent Payments, the Board and the Trustee may conclusively rely on such opinion in complying with the requirements of this letter and the instructions contained in this letter shall be deemed to be modified to that extent. The provisions of this and the instructions contained in this letter may be amended or modified in any manner which is necessary to comply with such regulations as may be promulgated by the United States Treasury Department from time to time.

**7. Accounting for Gross Proceeds.** In order to perform the calculations required by the Code and the Regulations, it is necessary to track the investment and expenditure of all Gross Proceeds. To that end, the Board must adopt reasonable and consistently applied methods of accounting for all Gross Proceeds. Appendix I hereto sets forth a description of the required allocation and accounting rules with which the Board agrees to comply.

**8. Administrative Costs of Investments.** Except as otherwise provided in this Section 8, an allocation of Gross Proceeds to a payment or receipt on a Nonpurpose Investment is not adjusted to take into account any costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Nonpurpose Investment (administrative costs). Thus, administrative costs generally do not increase the payments for, or reduce the receipts from, Nonpurpose Investments.

In determining payments and receipts on Nonpurpose Investments, Qualified Administrative Costs are taken into account by increasing payments for, or reducing the receipts from, the Nonpurpose Investments. Qualified Administrative Costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Board such as employee salaries and office expenses and costs associated with computing Rebutable Arbitrage are not Qualified Administrative Costs.

Allocation and accounting rules are provided in Appendix I attached hereto.

**9. Board Obligations.** Except for any Rebutable Arbitrage which accrues prior to the date of termination of the Lease, the Board shall have no further obligations hereunder subsequent to the termination of the Lease Agreement.

**10. Trustee Obligations.** Except for matters set forth in Sections 3(a), (b) and (f) hereof and Section 6.12 of the Trust Agreement, the parties hereto agree that the Trustee shall have no further obligations hereunder or under the Trust Agreement relating to the matters set forth in this letter.

Respectfully submitted,

**NABORS, GIBLIN & NICKERSON, P.A.**

Acknowledged:

**SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

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

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee**

By: \_\_\_\_\_  
Vice-President

**FINANCING CORPORATION FOR THE  
SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

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

**ALLOCATION AND ACCOUNTING RULES**

(a) General Rule. Any issuer may use any reasonable, consistently applied accounting method to account for Gross Proceeds, investments and expenditures of an issue. An accounting method is "consistently applied" if it is applied uniformly within a Fiscal Period (as hereinafter defined) and between Fiscal Periods to account for Gross Proceeds of an issue and any amounts that are in a commingled fund.

(b) Allocation of Gross Proceeds to an Issue. Amounts are allocable to only one issue at a time as Gross Proceeds. Amounts cease to be allocated to an issue as Proceeds only when those amounts (i) are allocated to an expenditure for a governmental purpose; (ii) are allocated to Transferred Proceeds of another issue of obligations; or (iii) cease to be allocated to that issue at retirement of the issue or under the Universal Cap.

(c) Allocation of Gross Proceeds to Investments. Upon the purchase or sale of a Nonpurpose Investment, Gross Proceeds of an issue are not allocated to a payment for that Nonpurpose Investment in an amount greater than, or to a receipt from that Nonpurpose Investment in an amount less than, the Fair Market Value of the Nonpurpose Investment as of the purchase or sale date. The Fair Market Value of a Nonpurpose Investment is adjusted to take into account Qualified Administrative Costs allocable to the investment. Thus, Qualified Administrative Costs increase the payments for, or decrease the receipts from, a Nonpurpose Investment.

(d) Allocation of Gross Proceeds to Expenditures. Reasonable accounting methods for allocating funds from different sources to expenditures for the same governmental purpose include a "specific tracing" method, a "gross-proceeds-spent-first" method, a "first-in-first-out" method or a ratable allocation method, so long as the method used is consistently applied. An allocation of Gross Proceeds of an issue to an expenditure must involve a current outlay of cash for a governmental purpose of the issue. A current outlay of cash means an outlay reasonably expected to occur not later than five banking days after the date as of which the allocation of Gross Proceeds to the expenditure is made.

(e) Commingled Funds. Any fund or account that contains both Gross Proceeds of an issue and amounts in excess of \$25,000 that are not Gross Proceeds of that issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of the funds deposited therein, constitutes a "commingled fund." All payments and receipts (including deemed payments and receipts) on investments held by a commingled fund must be allocated (but not necessarily distributed) among each different source of funds invested in the commingled fund in accordance with a consistently applied, reasonable ratable allocation method. Reasonable

ratable allocation methods include, without limitation, methods that allocate payments and receipts in proportion to either (i) the average daily balances of the amounts in the commingled fund from each different source of funds during any consistent time period within its fiscal year, but at least quarterly (the "Fiscal Period"); or (ii) the average of the beginning and ending balances of the amounts in the commingled fund from each different source of funds for a Fiscal Period that does not exceed one month.

Funds invested in the commingled fund may be allocated directly to expenditures for governmental purposes pursuant to a reasonable consistently applied accounting method. If a ratable allocation method is used to allocate expenditures from the commingled fund, the same ratable allocation method must be used to allocate payments and receipts on investments in the commingled fund.

Generally a commingled fund must treat all its investments as if sold at Fair Market Value either on the last day of the fiscal year or on the last day of each Fiscal Period. The net gains or losses from these deemed sales of investments must be allocated to each different source of funds invested in the commingled fund during the period since the last allocation. This mark-to-market requirement does not apply if (i) the remaining weighted average maturity of all investments held by a commingled fund during a particular fiscal year does not exceed 18 months, and the investments held by the commingled fund during that fiscal year consist exclusively of obligations; or (ii) the commingled fund operated exclusively as a reserve fund, sinking fund or replacement fund for two or more issues of the same issuer. Subject to the Universal Cap limitation, and the principle that amounts are allocable to only one issue at a time as Gross Proceeds, investments held by a commingled fund must be allocated ratably among the issues served by the commingled fund in proportion to either (i) the relative values of the bonds of those issues; (ii) the relative amounts of the remaining maximum annual debt service requirements on the outstanding principal amounts of those issues; or (iii) the relative original stated principal amounts of the outstanding issues.

(f) Universal Cap. Amounts that would otherwise be Gross Proceeds allocable to an issue are allocated (and remain allocated) to the issue only to the extent that the Value of the Nonpurpose Investments allocable to those Gross Proceeds does not exceed the Value of all outstanding bonds of the issue. Nonpurpose Investments allocated to Gross Proceeds in a bona fide debt service fund for an issue are not taken into account in determining the Value of the Nonpurpose Investments, and those Nonpurpose Investments remain allocated to the issue. To the extent that the Value of the Nonpurpose Investments allocable to the Gross Proceeds of an issue exceed the Value of all outstanding bonds of that issue, an issuer should seek the advice of Bond Counsel for the procedures necessary to comply with the Universal Cap.

(g) Expenditure for Working Capital Purposes. Subject to certain exceptions, the Proceeds of an issue may only be allocated to "working capital expenditures" as of

any date to the extent that those expenditures exceed "available amounts" as of that date (i.e., "proceeds-spent-last").

For purposes of this section, "working capital expenditures" include all expenditures other than "capital expenditures." "Capital expenditures" are costs of a type properly chargeable (or chargeable upon proper election) to a capital account under general federal income tax principles. Such costs include, for example, costs incurred to acquire, construct or improve land, buildings and equipment having a reasonably expected useful life in excess of one year. Thus, working capital expenditures include, among other things, expenditures for current operating expenses and debt service.

For purposes of this section, "available amount" means any amount that is available to an issuer for working capital expenditure purposes of the type financed by the issue. Available amount excludes Proceeds of the issue but includes cash, investments and other amounts held in accounts or otherwise by an issuer for working capital expenditures of the type being financed by the issue without legislative or judicial action and without a legislative, judicial or contractual requirement that those amounts be reimbursed. Notwithstanding the preceding sentence, a "reasonable working capital reserve" is treated as unavailable. A working capital reserve is reasonable if it does not exceed five percent of the actual working capital expenditures of an issuer in the fiscal year before the year in which the determination of available amounts is made. For purpose of the preceding sentence only, in determining the working capital expenditures of an issuer for a prior fiscal year, any expenditures (whether capital or working capital expenditures) that are paid out of current revenues may be treated as working capital expenditures.

The proceeds-spent-last requirement does not apply to expenditures to pay (i) any Qualified Administrative Costs; (ii) fees for qualified guarantees of the issue or payments for a qualified hedge for the issue; (iii) interest on the issue for a period commencing on the Issue Date and ending on the date that is the later of three years from the Issue Date or one year after the date on which the financed project is placed in service; (iv) the United States for yield reduction payments (including rebate payments) or penalties for the failure to meet the spend down requirements associated with certain spending exceptions to the rebate requirement; (v) costs, other than those described in (i) through (iv) above, that do not exceed five percent of the Sale Proceeds of an issue and that are directly related to capital expenditures financed by the issue (e.g., initial operating expenses for a new capital project); (vi) principal or interest on an issue paid from unexpected excess sale or Investment Proceeds; (vii) principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a bona fide debt service fund; and (viii) principal, interest or redemption premium on a prior issue and, for a crossover refunding issue, interest on that issue. Notwithstanding the preceding paragraph, the exceptions described above do not apply if the allocation merely

substitutes Gross Proceeds for other amounts that would have been used to make those expenditures in a manner that gives rise to Replacement Proceeds.

**EXHIBIT C**

**FORM OF GROUND LEASE**

---

**GROUND LEASE AGREEMENT**

**by and between**

**SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA,  
as Lessor**

**and**

**FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA,  
as Lessee**

**Dated as of June 1, 2008**

---



## TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. LEASED PREMISES.....	3
SECTION 2. TERM.....	5
SECTION 3. USE OF PREMISES.....	5
SECTION 4. RENTAL.....	6
SECTION 5. OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES.....	7
SECTION 6. BOARD'S INTEREST NOT SUBJECT TO CERTAIN LIENS.....	8
SECTION 7. INSURANCE.....	8
SECTION 8. CONDITION OF PREMISES, UTILITIES, CONCEALED CONDITIONS.....	8
SECTION 9. LIMITATION ON LEASEHOLD MORTGAGES, ASSIGNMENT AND SUBLETTING.....	9
SECTION 10. UTILITY EASEMENTS.....	10
SECTION 11. DUTIES DEEMED PERFORMED.....	10
SECTION 12. TAXES AND FEES.....	10
SECTION 13. DEFAULT BY THE CORPORATION.....	11
SECTION 14. REMEDIES OF BOARD.....	12
SECTION 15. NO WAIVERS.....	12
SECTION 16. QUIET ENJOYMENT.....	12
SECTION 17. TERMS BINDING UPON SUCCESSORS.....	12
SECTION 18. CONDEMNATION.....	13
SECTION 19. NON-MERGER OF LEASEHOLD.....	13
SECTION 20. MEMORANDUM OF GROUND LEASE.....	13
SECTION 21. CHANGES TO PROPERTY DESCRIPTION.....	14
SECTION 22. OPTION TO RENEW.....	14
SECTION 23. ESTOPPEL CERTIFICATES.....	14
SECTION 24. NONRECOURSE OBLIGATION OF THE CORPORATION.....	14
SECTION 25. NO RECOURSE UNDER AGREEMENT.....	15
SECTION 26. RADON GAS.....	15
SECTION 27. MISCELLANEOUS.....	15
EXHIBIT A	PREMISES DESCRIPTION
EXHIBIT B	DESCRIPTION OF SERVIENT PROPERTY
EXHIBIT C	GROUND LEASE SUPPLEMENT

## **GROUND LEASE AGREEMENT**

**THIS GROUND LEASE AGREEMENT** (hereinafter referred to as this "Ground Lease") is made and entered into as of June 1, 2008, by and between the **SCHOOL BOARD OF SARASOTA 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 School District of Sarasota County, Florida, and the **FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, having an office in Sarasota, Florida (the "Corporation"), as lessee.

Capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit A to the Trust Agreement referred to herein.

**WHEREAS**, the Board is the owner of certain parcels of real property located in Sarasota County, Florida and described in Exhibit A hereto (which, together with any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land by reason of ownership of such land and together with all parcels of real property hereunder made subject to the Ground Lease, is hereinafter referred to as the "Premises"); and

**WHEREAS**, the Corporation desires to acquire a leasehold interest in the Premises and construct thereon certain educational facilities (together with the acquisition of certain Equipment, the "Series 2008 Project") and to lease the Series 2008 Project, including a sublease of the Premises, to the Board, all in accordance with the terms and provisions of the Lease Agreement; and

**WHEREAS**, the Corporation desires to locate each such educational facility on the real property comprising the Premises;

**WHEREAS**, the Board owns that certain real property more particularly described on Exhibit B attached hereto and made a part hereof ("Servient Property") which such Servient Property now has or will hereafter have certain buildings, structures and improvements erected and situated thereon (collectively, the "Servient Buildings"); and

**WHEREAS**, it is anticipated that the Series 2008 Project may be attached to the Servient Property for pedestrian and vehicular ingress, egress and access to and from and between the Premises and the public roads adjoining the Servient Property (hereinafter referred to as "Access"); and may further be dependent upon the Servient Property for utility and other enjoyment of the Premises which such services include, but are not

necessarily limited to, drainage, sewer and water service, electric and telephone service, gas service and parking of vehicles (collectively, the "Services"); and

**WHEREAS**, the Corporation desires to acquire from the Board, pursuant to this Ground Lease, and the Board is willing to grant to the Corporation, the right to utilize the Servient Property to the extent reasonably necessary for Access and for the Services and the Corporation and the Board desires to provide for the structural attachment of certain of the components of the Project to the Servient Buildings;

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the parties hereto agree as follows;

**SECTION 1. LEASED PREMISES.** (a) Pursuant to the terms and provisions hereof, the Board hereby leases, grants, demises and transfers the Premises and the Series 2008 Project, other than the Designated Equipment, to the Corporation; subject to certain limited use reservations as further described in Section 1(d) below. The Board hereby agrees to make all parcels of real property on which the Series 2008 Project is sited part of the Premises and subject to this Ground Lease.

(b) The aforesaid leasing, granting, demising and transfer of the Premises also includes the following rights ("Premises Rights") which such Premises Rights shall be deemed to be a part of the Premises:

(i) The right to utilize the Servient Property for Access and for the Services reasonably necessary to the full use and enjoyment of the Premises; provided that the locations on the Servient Property utilized for such purposes shall be reasonably agreed upon by the Corporation and the Board; and provided, further, that the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for such purposes any portion of the Servient Property (e.g., the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for appropriate purposes, any drives, parking areas, drainage facilities or sewer, water, gas, electric or telephone lines from time to time located upon the Servient Property, together with the right to "tie-in" or "connect" thereto). If the Lease Agreement terminates prior to the termination of this Ground Lease, the Corporation and the Board shall each have the right to install such meters or submeters as may be reasonably appropriate to the end that the Corporation is charged for consumption of such utilities on the Premises.

(ii) The Servient Buildings and the Series 2008 Project may contain certain elements, features or parts which are structural elements of both the Servient Buildings and the Series 2008 Project (hereinafter referred to as "Common Structural Elements"). Such Common Structural Elements include, but are not necessarily limited to the following:

(A) All utility lines, ducts, conduits, pipes and other utility fixtures and appurtenances which are located on or within either the Premises or the Series 2008 Project on the one hand or the Servient Property or Servient Buildings on the other hand and which, directly or indirectly, in any way, service the other.

(B) All division walls (hereinafter referred to as "Party Walls") between the Series 2008 Project and the Servient Buildings upon the common line between the Premises and the Servient Property (hereinafter referred to as the "Lot Line") provided that the mere fact that such a division wall is found not to be on the Lot Line shall not preclude that division wall from being the Party Wall.

(C) The roof and all roof support structures and any and all appurtenances to such roof and roof support structures including, without limitation, the roof covering, roof trim and roof drainage fixtures (collectively, the "Roofing") to the extent interrelated between the Series 2008 Project and the Servient Buildings. Should the Roofing of any building constituting a portion of the Project extend beyond the Lot Line, the right therefor is hereby granted and should the Roofing of the Servient Building extend beyond the Lot Line onto the premises, the right therefor is hereby reserved.

(D) The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto to the extent interrelated between the Series 2008 Project and the Servient Buildings (collectively referred to as "Flooring"). Should the Flooring of the Series 2008 Project extend beyond the Lot Line onto the Premises, the right therefor is hereby reserved.

(iii) The Premises Rights further include that right of the Series 2008 Project to encroach upon the Servient Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching Series 2008 Project shall remain undisturbed for as long as same exist and, for so long as such encroachment exists, that portion of the Servient Property on which same exists shall be deemed to be a part of the Premises. In addition, the Premises Rights include the right to utilize that portion of the Servient Property as may be reasonably necessary in order to maintain and repair the Series 2008 Project. The Premises Rights further include cross rights of support and use over, upon, across, under, through and into Common Structural Elements in favor of the Corporation (and like rights are hereby reserved unto the Board) for the continued use, benefit and enjoyment and continued support, service, maintenance and repair of all such Common Structural Elements.

(c) Subject to the Permitted Encumbrances, the Board hereby warrants that (i) the Board owns the Premises in fee simple title, has full and insurable title to the fee estate in the Premises and owns unencumbered all such right, title and interest; (ii) all consents to or approvals of this Ground Lease required by law or any agreements or indentures binding upon the Board have been obtained; (iii) the Board has the right to lease the Premises to the Corporation pursuant to the terms and provisions hereof and to grant to the Board the Premises Rights; and (iv) this Ground Lease complies with all the requirements and restrictions of record applicable to the Premises and the Servient Property. The Board represents and warrants that none of the Permitted Encumbrances has an adverse effect on the use of the Premises or the enjoyment of the leasehold estate therein created under this Ground Lease.

(d) To the extent there are located on the Premises any existing structures and/or facilities ("Existing Schools") that are being replaced under the scope of the Series 2008 Project, the Board reserves the exclusive right to use each such Existing School until the replacement school (being constructed under the scope of the Series 2008 Project) is completed and then occupied by the Board under the Lease Agreement.

**SECTION 2. TERM.** The initial term of this Ground Lease (the "Initial Ground Lease Term") shall be for the period commencing on the Commencement Date, and ending on the earlier of (a) the date on which the Series 2008 Certificates and any Completion Certificates related to the Series 2008 Project and any Certificates issued to refund the foregoing, have been paid or provision for payment of the Series 2008 Certificates has been made pursuant to Section 12.01 of the Trust Agreement and any Supplemental Rent arising under the Lease Agreement shall have been paid or provided for, or (b) July 1, 20\_\_ (both dates inclusive). As used herein, the expression "term hereof," "Ground Lease Term" or any similar expression refers collectively to the Initial Ground Lease Term and to any renewals of the Initial Ground Lease Term exercised by the Corporation or its assignee as provided in Section 22 hereof.

**SECTION 3. USE OF PREMISES.** (a) It is the express intent of the parties hereto that, for as long as no Event of Default or Event of Non-Appropriation under the Lease Agreement has occurred:

(i) the Premises shall be used by the Corporation as the site for acquisition, construction and installation of the Buildings comprising a portion of the Series 2008 Project;

(ii) the Buildings and Equipment comprising a portion of the Series 2008 Project shall be acquired, constructed and installed by the Board as agent for the Corporation as provided in Section 3.08 of the Lease Agreement; and

(iii) title to the Premises shall be in the Board upon commencement of the Ground Lease Term and title to all components of the Series 2008 Project,

other than Designated Equipment, shall be in name of Corporation pursuant to the Lease Agreement, and title to the Buildings comprising a portion of the Series 2008 Project constructed on the Premises shall remain severed from title to the Premises until the earlier of (A) the date on which the Series 2008 Certificates, any Completion Certificates related to the Series 2008 Project and any Certificates issued to refund the foregoing issued under the Trust Agreement shall no longer be Outstanding, and (B) the end of the Ground Lease Term.

(b) If the Lease Agreement has been terminated, the Corporation and each Permitted Transferee (as defined in Section 9(b) hereof) may use the Premises for any lawful purpose, in its sole discretion, and may alter, modify, add to or delete from the portions of the Series 2008 Project existing from time to time on the Premises.

(c) Neither the Corporation nor any Permitted Transferee shall use or permit the Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto.

(d) The Board may at any time place portable educational facilities on the Premises. Such portables shall be owned by the Board.

**SECTION 4. RENTAL.** (a) So long as the Lease Agreement has not been terminated, the Corporation or its assignee shall pay to the Board as and for rental for the Premises the sum of ten dollars (\$10.00) per annum, which sum shall be due in advance on the Commencement Date (pro rated) and annually thereafter on the first day of each Renewal Lease Term.

(b) From and after the date on which the Lease Agreement has been terminated, the Corporation or its assignee shall pay as and for rental for the Premises an amount determined by an M.A.I. appraisal to be the fair market rental for the Premises (the "Appraisal"), which Appraisal shall be prepared by an appraiser selected by the Corporation (with the consent of the Trustee as assignee of the Corporation); provided, however, that such fair market rental and the payment thereof shall be subject to the following adjustments and conditions:

(i) if the Lease Agreement has been terminated on a date other than June 30 of any year, the fair market rental determined pursuant to the Appraisal shall be pro rated for the number of days between the date terminated and the next succeeding July 1;

(ii) for each twelve-month period beginning on the July 1 next succeeding the date on which terminated and beginning on each succeeding July 1, the amount of the fair market rental determined by the Appraisal shall be adjusted by the percentage (positive or negative) which is equal to the Implicit Price Deflator of the Consumer Price Index published by the United States Department

of Commerce for the region of the United States where Florida is located or for the United States as a whole if not so published for such region;

(iii) the fair market rental due in any year shall be paid in the current year only to the extent that the moneys received by the Trustee as assignee of the Corporation from the exercise of the remedies permitted under the Lease Agreement during the preceding twelve months prior to such July 1 exceeded the Principal and Interest Requirements for such preceding twelve months and other amounts payable under the Lease Agreement; provided, however, that any portion of such fair market rental not paid in any year due to the provisions of this clause (iii) shall remain due and payable and shall accumulate from year to year and shall be paid in any future years to the extent that moneys received in such year from the exercise of the remedies permitted by the Lease Agreement exceed the Principal and Interest Requirements and the fair market rental due in such years; and

(iv) the failure to pay any portion of the fair market rental in any year due to insufficiencies of moneys realized from the exercise of the remedies permitted under the Lease Agreement (A) shall not give rise to any obligation to pay interest on such unpaid fair market rental, and (B) shall not constitute a default under this Ground Lease by the Corporation or the Trustee as the assignee of the Corporation.

**SECTION 5. OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES.** (a) The Corporation or its assignee shall at all times during the Ground Lease Term have a leasehold estate in the Premises with full right to vest the use, enjoyment and possession of such leasehold estate therein in a Permitted Transferee.

(b) Possession and use of the Premises, together with all improvements thereon, shall, upon the last day of the Ground Lease Term or earlier termination of this Ground Lease, automatically revert to the Board free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of any act by the Corporation or any Permitted Transferee. Upon such termination of this Ground Lease, the Corporation or its assignee shall peaceably and quietly surrender to the Board the Premises together with any improvements located in or upon the Premises. Upon such surrender of the Premises, the Corporation or any Permitted Transferee, at the reasonable request of the Board, shall execute an instrument in recordable form evidencing such surrender and shall deliver to the Board all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Premises and the improvements thereon in the possession of the Corporation or any Permitted Transferee.

(c) Any personal property of the Corporation, any Permitted Transferee or any Person which shall remain on the Premises after expiration or earlier termination of the Ground Lease Term and for sixty (60) days after request by the Board for removal, shall, at the option of the Board, be deemed to have been abandoned and may be retained by the Board and the same may be disposed of, without accountability, in such manner as the Board may see fit.

(d) If the Corporation or any Permitted Transferee holds over or refuses to surrender possession of the Premises after expiration or earlier termination of this Ground Lease, the Corporation or any Permitted Transferee shall be a tenant at sufferance and shall pay a rental rate equal to the fair market rental of the Premises determined in the manner provided in Section 4(b) hereof.

(e) The provisions of Sections 5(a), 5(b) and 5(c) hereof shall not apply to vending machines or other commercial equipment or trade fixtures located in or about the Premises to the extent that such equipment is readily removable from the Premises without causing material harm or damage thereto and that such equipment is not owned by the Corporation or any Permitted Transferee.

**SECTION 6. BOARD'S INTEREST NOT SUBJECT TO CERTAIN LIENS.** It is mutually intended, stipulated and agreed that neither the fee simple title to nor any interest of the Board in the Premises may be subject to liens of any nature arising by reason of any act or omission of the Corporation or any Person claiming under, by or through the Corporation, including, but not limited to, mechanics' and materialmen's liens.

**SECTION 7. INSURANCE.** The Corporation covenants and agrees with the Board that the Corporation will cooperate with the Board in providing any information necessary for the Board to obtain and maintain in full force and effect insurance coverages desired by the Board or required by the Lease Agreement.

**SECTION 8. CONDITION OF PREMISES, UTILITIES, CONCEALED CONDITIONS.** (a) Except with regard to any environmental conditions and subject to the provisions of this Section 8, the Corporation agrees to accept the Premises in their presently existing condition, "as is."

(b) It is understood and agreed that the Board has determined that the Premises will safely or adequately support the Series 2008 Project, and hereby certifies same to the Corporation.

(c) The Board, at its sole expense, shall bring or cause to be brought to the Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services and shall provide to the Premises water service and capacity sufficient for operation, heating,



ventilation and air conditioning equipment, and to the extent necessary to permit the Board to use the Series 2008 Project for the purposes intended or to permit such Series 2008 Project to comply with all requirements of law, the Corporation will provide and construct (but only to the extent of the proceeds of the Series 2008 Certificates available therefor) such roads, streets, sidewalks and other methods of ingress and egress necessary therefor. Nothing herein shall prohibit the Board from dedicating any such utilities or roads, streets and sidewalks to the appropriate governmental authority or duly constituted investor-owned utility as required or permitted by law, and the Corporation or the Trustee as assignee of the Corporation shall cooperate in such dedication by executing any deeds or other instruments required to effect such dedication.

**SECTION 9. LIMITATION ON LEASEHOLD MORTGAGES, ASSIGNMENT AND SUBLETTING.** (a) If the Lease Agreement has been terminated and subject to the terms and conditions herein provided, the Corporation may enter into a mortgage or mortgages of its leasehold interest created hereby in the Premises as security for the performance of its obligations under any financing obtained by the Corporation; provided, however, the fee title to the Premises shall not be subject to, or otherwise encumbered by, any such mortgage; provided, however, that each such leasehold mortgage shall be subject to the provisions of Section 9(d) hereof. Any such mortgage executed by the Corporation or its assignee pursuant to the provisions of the preceding sentence shall be hereinafter called a "Leasehold Mortgage" and the holder of any such mortgage shall be hereinafter called the "Leasehold Mortgagee."

(b) Except as expressly provided in this Section 9(b), the Corporation or its assignee shall not assign this Ground Lease, or any portion hereof, or sublease all or any portion of the Premises at any time. Except as expressly permitted in this Section 9(b), any purported assignment, partial assignment or sublease without the Board's prior written consent in violation of this Section 9(b) shall be null and void. So long as the Lease Agreement has not been terminated, (i) the Corporation may assign this Ground Lease to the Trustee for the benefit of the Owners of the Series 2008 Certificates, the Owners of any Completion Certificates related to the Series 2008 Project and the Owners of any Certificates issued to refund the foregoing, and (ii) the Corporation shall sublet all of the Premises to the Board (the "Initial Sublessee") under the Lease Agreement. If the Lease Agreement shall have been terminated, the Corporation or its assignee may sublet the Premises or assign its interest in this Ground Lease (a "Permitted Sublease") to any Person for any lawful purpose without the prior consent of the Board; provided, however, that no Permitted Sublease shall relieve the Corporation of any of its duties or obligations hereunder without the prior written consent of the Board; provided, however, that each Permitted Sublease shall be subject to the provisions of Section 9(d) hereof. "Permitted Transferee" shall mean a sublessee or assignee permitted by this Section 9(b).

(c) If the Lease Agreement shall have been terminated and the Corporation or its assignee proposes to create a Permitted Sublease of any portion of its interest in this

Ground Lease, the Corporation shall provide written notice thereof to the Board containing the names and addresses of the proposed assignee(s), sublessee(s) or transferee(s); provided, however, that failure to provide such notice shall not affect the validity or effectiveness of any Permitted Sublease to a Permitted Transferee.

(d) If the Lease Agreement shall have been terminated, nothing herein shall prevent the Corporation or its assignee from entering into a Leasehold Mortgage or a Permitted Sublease for individual parcels of land constituting the Premises. It shall not be necessary for a Leasehold Mortgage or a Permitted Sublease to cover all of the Premises.

**SECTION 10. UTILITY EASEMENTS.** So long as the Lease Agreement has not been terminated, the Board reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Premises but only to the extent reasonably necessary to provide services to the Premises or any other real property adjacent to the Premises; provided, however, that such grant and any use permitted thereby is not detrimental to the use or operation of the Premises or to any other uses permitted hereunder after the Ground Lease Term, will not impose any cost upon the Corporation or its assignee, will not weaken, diminish or impair lateral or subjacent support to the improvements to the Premises, including, without limitation the Series 2008 Project, will not impair or diminish the security of any Leasehold Mortgagee or Permitted Transferee hereunder and the Board agrees to indemnify and save harmless, but only from Available Revenues, the Corporation or its assignee and any Leasehold Mortgagee and Permitted Transferee (whether the interest of such party in the Premises arises prior or subsequent to such grants) against any loss, claim, liability or damages, including legal costs and defense arising or accruing from the use or exercise of such easement.

**SECTION 11. DUTIES DEEMED PERFORMED.** All obligations of the Corporation hereunder which are assumed by the Initial Sublessee shall be deemed, as between the Board and the Corporation hereunder, fully performed whether or not such Initial Sublessee actually performs same.

**SECTION 12. TAXES AND FEES.** (a) The Board represents and warrants that this Ground Lease is and will be exempt from ad valorem and intangible taxation. However, for as long as the Lease Agreement is in effect, should the Premises thereon or any interest therein ever become subject to any such taxes, the Board agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Premises or the Series 2008 Project, or any interest in this Ground Lease, or any possessory right which the Corporation or its assignee may have in or to the Premises thereon by reason of its use or occupancy thereof or otherwise.

(b) Notwithstanding the foregoing provision, either the Board or the Corporation shall, after notifying the other party hereto of its intention to do so, have the right in its own name or behalf, or in the name and behalf of the other party hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest, the Board may refrain from paying such tax or assessment. Each party shall, upon request by the other party hereto, assist and cooperate with the other party hereto in any such proceedings.

(c) In the event that the Board shall fail to pay any of the items required under this Section 12, the Corporation or its assignee may, at its sole option, pay the same and any amounts so advanced therefor by it shall become an additional obligation of the Board and Supplemental Rent under the Lease Agreement.

**SECTION 13. DEFAULT BY THE CORPORATION.** (a) Each of the following events shall be deemed a default by the Corporation hereunder and a breach of this Ground Lease:

(i) If the Corporation or its assignee shall fail to pay, when due, any rent or portion thereof, or any other sum, if any, which the Corporation or its assignee is obligated to pay under the terms and provisions of this Ground Lease, and such rent or other sums, if any, remain unpaid for a period of thirty (30) days after receipt of written notice to the Corporation from the Board;

(ii) If the Corporation or its assignee shall attempt to mortgage the leasehold estate hereby created in violation of Section 9(a) hereof or to assign this Ground Lease, or any portion thereof, or to sublease any portion of the Premises or the Series 2008 Project in violation of Section 9(b) hereof; or

(iii) If the Corporation or its assignee shall use the Premises for any purposes not permitted by this Ground Lease, and such use shall continue for a period of thirty (30) days after the Board shall have given written notice to the Corporation or its assignee to desist from such use.

(b) In the event that the item of default set forth in Section 13(a)(iii) above is of such a nature that it cannot be remedied within the time limits therein set forth, then the Corporation shall have such additional time as is reasonably necessary to cure such default provided that such Corporation diligently commences the curing of such default within such time and proceeds to completely cure the same in a timely and diligent manner.

(c) In the event that any Permitted Transferee or Leasehold Mortgagee exists of record at the time that a default occurs hereunder, the Board shall give notice thereof to each such Permitted Transferee and Leasehold Mortgagee and each such party shall have thirty (30) additional days from receipt of such notice to cure such default; provided,

however, that if the default is of such a nature that the same cannot be cured in such time, then such party shall have such additional time as is reasonably necessary to cure such default provided that such party diligently commences the curing of such default within such time and proceeds completely to cure same within a timely and diligent manner.

**SECTION 14. REMEDIES OF BOARD.** Upon the occurrence of any event of default as set forth in Section 13 hereof which has not been cured (and is not in the process of being cured) under Section 13(b) or 13(c) hereof, but not otherwise, the Board may take whatever action at law or in equity may appear necessary or desirable to enforce its rights hereunder; provided, the Board shall not have the right to terminate this Ground Lease until such time as the Series 2008 Certificates, any Completion Certificates related to the Series 2008 Project and any Certificates issued to refund the foregoing have been paid or provision for payment has been made pursuant to the terms and provisions of the Trust Agreement. The Board shall have recourse solely against the leasehold estate of the Corporation or its assignee in the Premises, and any proceeds thereof, for the payment of any liabilities of the Corporation or its assignee hereunder.

**SECTION 15. NO WAIVERS.** No waiver by either party hereto at any time of any of the terms, conditions, covenants or agreements of this Ground Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other party hereto. No delay, failure or omission of the Board to re-enter the Premises, nor by either party hereto to exercise any right, power, privilege or option arising from any default shall impair any right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by either party hereto shall be required to restore or revive time as being of the essence hereof after waiver by the Board of default in one or more instances. No option, right, power, remedy or privilege of the Board shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

**SECTION 16. QUIET ENJOYMENT.** The Board agrees that the Corporation and any Permitted Transferee, upon the payment of the rent and all other payments and charges, if any, to be paid by the Corporation or its assignee under the terms of this Ground Lease, and observing and keeping the agreements and covenants of this Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Ground Lease, without hindrance or molestation from the Board or anyone claiming by, through or under the Board.

**SECTION 17. TERMS BINDING UPON SUCCESSORS.** All the terms, conditions and covenants of this Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

**SECTION 18. CONDEMNATION.** In the event that any Person, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Ground Lease acquire title to the Premises:

(a) For as long as the Lease Agreement has not been terminated, the Net Proceeds resulting therefrom shall be applied pursuant to the Lease Agreement.

(b) If the Lease Agreement shall have been terminated, (i) if such Person acquires title to such substantial portion thereof that the Corporation determines that it cannot economically make use of the residue for the lawful purposes intended by this Ground Lease, such acquisition of title shall terminate this Ground Lease, effective as of the date on which the condemning party takes possession thereof, and the Net Proceeds resulting therefrom shall be applied first to payment of the amount secured by any Leasehold Mortgage then outstanding hereunder, second, on a pro rata basis, to payment of any outstanding Series 2008 Certificates, any Completion Certificates related to the Series 2008 Project, and any Certificates issued to refund the foregoing and, third, the balance, if any shall be paid to the Board and the Corporation, as their respective interests may appear; and (ii) if such Person acquires title to a portion of the Premises only, and the Corporation determines that it can economically make beneficial use of the residue thereof for the lawful purposes intended by this Ground Lease, then this Ground Lease shall continue in full force and effect and the Net Proceeds resulting therefrom shall be paid to the Board and the Corporation, as their respective interests appear.

(c) It is understood that the foregoing provisions of this Section 18 shall not in any way restrict the right of the Board or the Corporation to appeal the award made by any court or other public agency in any condemnation proceeding.

**SECTION 19. NON-MERGER OF LEASEHOLD.** There shall be no merger of this Ground Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, this Ground Lease or leasehold estate hereby created or any interest in this Ground Lease or in such leasehold estate and the fee estate in the Premises or any interest in such fee estate. There shall be no merger of this Ground Lease with the Lease Agreement by reason of the fact that the Board is the owner of the fee title to the Premises and the leasehold estate in all or a portion of the Series 2008 Project created under the Lease Agreement or by reason of the fact that the Corporation is the owner of the leasehold estate in the Premises created hereby and is the owner of the fee title in the Series 2008 Project as provided in the Lease Agreement.

**SECTION 20. MEMORANDUM OF GROUND LEASE.** Unless mutually agreed to the contrary, simultaneously with the execution of this Ground Lease, the Board and the Corporation shall each execute, acknowledge and deliver a Memorandum of Ground Lease with respect to this Ground Lease. Said Memorandum of

Ground Lease shall not in any circumstances be deemed to change or otherwise to affect any of the obligations or provisions of this Ground Lease.

**SECTION 21. CHANGES TO PROPERTY DESCRIPTION.** The Board reserves the right to substitute other land for, or add land to all or any portion of the premises described in Exhibit A hereto, as same may be supplemented by supplements to this Ground Lease from time to time. Upon such substitution the Memorandum of Ground Lease will be supplemented to reflect the change in legal description. Any such supplement shall be substantially in the form of Exhibit C attached hereto. Each substitution of a parcel of land subject to the provisions of this Ground Lease shall require the consent of the Credit Enhancer. Such consent by the Credit Enhancer shall only be required if the Credit Enhancer is not in default of its payment obligations under its Credit Facility or municipal Bond insurance policy.

**SECTION 22. OPTION TO RENEW.** In the event that the Lease Agreement shall have been terminated, and the Corporation, or the Trustee as the assignee of the Corporation, excludes the Board from possession of the Series 2008 Project, the Board grants to the Corporation and the Trustee the right and option to renew this Ground Lease for a period not to exceed ten years at a fair market rental to be determined, adjusted and paid in the manner and under the conditions set forth in Section 4(b) of this Ground Lease.

**SECTION 23. ESTOPPEL CERTIFICATES.** The Board, at any time and from time to time, upon not fewer than thirty (30) days prior written notice from the Corporation or the Trustee as assignee of the Corporation, will execute, acknowledge and deliver to the Corporation, the Trustee as assignee of the Corporation or any Permitted Transferee, a certificate of the Board certifying that this Ground Lease is unmodified (or, if there have been any modifications, identifying the same), that this Ground Lease is in full force and effect, if it is; and that there is no default hereunder (or, if so, specifying the default). It is intended that any such certificate may be relied upon by the Corporation or the Trustee as assignee of the Corporation or any Permitted Transferee.

**SECTION 24. NONRECOURSE OBLIGATION OF THE CORPORATION.** Notwithstanding anything to the contrary herein or in any exhibit, instrument, document or paper relating to this Ground Lease or any of the transactions contemplated hereby, the parties hereto hereby acknowledge and agree that upon the assignment by the Corporation of its rights hereunder to the Trustee pursuant to the Assignment of Lease Agreement and Assignment of Ground Lease Agreement, the Corporation shall have no further obligation, liability or responsibility hereunder and no party hereto nor their successors or assigns shall look to the Corporation for any damages, expenses, fees, charges or claims with respect to the failure of any obligations hereunder to be performed.

**SECTION 25. NO RECOURSE UNDER AGREEMENT.** All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Ground Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the payment of rent pursuant to Section 4 hereof or for any claim based thereon under this Ground Lease Agreement against any member, officer, employee or agent of the parties hereto.

**SECTION 26. RADON GAS.** Section 404.056, Florida Statutes, requires that the following notification be given: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**SECTION 27. MISCELLANEOUS.** (a) This Ground Lease shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Board: School Board of Sarasota County, Florida  
1960 Landings Boulevard  
Sarasota, Florida 34231  
Attention: Superintendent

If to the Corporation: Financing Corporation for the School Board  
of Sarasota County, Florida  
c/o School Board of Sarasota County, Florida  
1960 Landings Boulevard  
Sarasota, Florida 34231  
Attention: Superintendent

If to the Trustee: Wells Fargo Bank, National Association  
210 North University Drive, Suite 302  
Coral Springs, Florida 33071  
Attention: Corporate Trust Services

or such other address or party as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such

notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

(c) It is mutually acknowledged and agreed by the parties hereto that this Ground Lease contains the entire agreement between the Board and the Corporation with respect to the subject matter of this Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same.

(d) Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than as landlord and tenant.

(e) The table of contents, headings and captions of this Ground Lease are inserted solely for convenience of reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Ground Lease.

(f) For purposes of computing any period of a number of days hereunder for notices or performance (but not for actual days of interest) of ten (10) days or fewer, Saturdays, Sundays and holidays shall be excluded.

(g) Any provision of this instrument in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this instrument. In no event shall the Corporation or its assigns have any cause of actions against the officers or employees of the Board, or against any elected official of the Board based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

(h) Nothing in this Ground Lease, expressed 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, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Ground Lease or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements in this Ground Lease 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 Credit Enhancer and the Board.

(i) This Ground Lease Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

(j) This Ground Lease may not be amended or modified without the prior written consent of the Credit Enhancer. Any action taken hereunder which requires or permits the consent, notice, direction or request of the Lessor or the Trustee, shall also require or permit the consent, notice, direction or request of the Credit Enhancer, which consent, direction or request shall not be unreasonably withheld.



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

**SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, as Lessor

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Superintendent/Secretary

**FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY**, as Lessee

(SEAL)

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

ATTEST:

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

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF SARASOTA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Dr. Kathy Kleinlein and Lori M. White, the Chair and Superintendent/Secretary, respectively, of the SARASOTA COUNTY SCHOOL BOARD. Such person(s) did not take an oath and:

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name:  
Notary Public, State of Florida  
My Commission Expires:

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF SARASOTA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Dr. Kathy Kleinlein and Lori M. White, the President and Secretary, respectively, of the FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA. Such person(s) did not take an oath and:

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name:  
Notary Public, State of Florida  
My Commission Expires:

**PREMISES DESCRIPTION**

**LEGAL DESCRIPTIONS FOR SCHOOL BOARD  
SERIES 2008 CERTIFICATES**

1. Elementary School "I"

Lot 1, Elementary School "I" in North Port, as per plat thereof recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Sarasota County, Florida.

2. Sarasota County Technical Institute - Phases IA & II

[To Come]

**DESCRIPTION OF SERVIENT PROPERTY**

[To Come]

**[FIRST, SECOND, THIRD, ETC.]  
GROUND LEASE SUPPLEMENT**

This [First, Second, Third, etc.] Ground Lease Supplement ("Subject Supplement") is made and entered into as of \_\_\_\_ by the **SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** (the "Board") acting as the governing body of the School District of Sarasota County, Florida (the "District") and **FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** a single-purpose Florida not-for-profit corporation (the "Corporation"). All capitalized terms used herein and not otherwise defined shall have the meaning set forth therefor in the "Ground Lease" as hereinafter set forth.

**W I T N E S S E T H:**

**WHEREAS**, the Board and the Corporation entered into a certain Ground Lease Agreement (the "Ground Lease") a memorandum of which was recorded in Official Records Book \_\_\_\_ at Page \_\_\_\_ of the Public Records of Sarasota County, Florida; and

**WHEREAS**, the Board owns that certain real property more particularly described in Exhibit A attached hereto and made a part hereof ("Subject Parcel"); and

**WHEREAS**, the Subject Parcel is a portion of the Project and, as such, is to be subject to the Ground Lease as contemplated thereby; and

**NOW, THEREFORE**, in consideration of the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto by the other party hereto, the parties hereto do hereby acknowledge and agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. The Subject Parcel is hereby declared to be a part of the Premises (as defined in the Ground Lease) which constitutes a portion of the Project and, therefore, is a part of the Premises as set forth in the Ground Lease with the leasehold estate, operation and effect of the Ground Lease applying to the Subject Parcel as fully and to the same extent as if the Subject Parcel were described in the Ground Lease and therein set forth to be a part of the Premises.

3. The Ground Lease, as modified by previous Ground Lease Supplements and as modified hereby remains in full force and effect in accordance with the terms and provisions thereof.

**IN WITNESS WHEREOF**, each of the parties hereto have caused this Subject Supplement to be executed by their duly authorized officers or agents, all as of the day and year first above written.

**SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

ATTEST:

\_\_\_\_\_  
Its:

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

(SEAL)

**FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

ATTEST:

\_\_\_\_\_  
Title:

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

(SEAL)

**SIMULTANEOUS ASSIGNMENT**

All of the rights of Financing Corporation for the School Board of Sarasota County, Florida hereunder are hereby assigned without recourse or warranty to Wells Fargo Bank, National Association, as Trustee, as successor in interest to and assignee of Financing Corporation for the School Board of Sarasota County under the Assignment.

**FINANCING CORPORATION FOR THE  
SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

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

Title:

Dated: \_\_\_\_\_



STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the \_\_\_\_\_. Such person(s) did not take an oath and:

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name:  
Notary Public, State of Florida  
My Commission Expires:

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the \_\_\_\_\_. Such person(s) did not take an oath and:

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name:  
Notary Public, State of Florida  
My Commission Expires:

**EXHIBIT D**

**FORM OF SECOND AMENDMENT TO ASSIGNMENT  
OF LEASE AGREEMENT**

This document prepared by:

John R. Stokes, Esq.  
Nabors, Giblin & Nickerson, P.A.  
2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607

---

**SECOND AMENDMENT TO  
ASSIGNMENT OF LEASE AGREEMENT**

**by and between**

**FINANCING CORPORATION FOR THE  
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA,  
as Lessor**

**and**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee**

**Dated as of June 1, 2008**

---

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
SECTION 1. RECITALS .....	1
SECTION 2. ASSIGNMENT .....	2
SECTION 3. ACCEPTANCE .....	2
SECTION 4. CONFLICTS; ASSIGNMENT AGREEMENT TO CONTINUE IN FORCE.....	2
SECTION 5. COUNTERPARTS.....	3
SECTION 6. LAW .....	3

**SECOND AMENDMENT TO  
ASSIGNMENT OF LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT**, is made and entered into as of June 1, 2008, by and between the **FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a not-for-profit corporation duly organized and validly existing under the laws of the State of Florida (the "Corporation") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers duly qualified to enter into this Second Amendment to Assignment of Lease Agreement, not in its individual capacity but solely as trustee (the "Trustee");

**W I T N E S S E T H:**

In the joint and initial exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

**SECTION 1. RECITALS.** (a) The Corporation and the Board have entered into the Master Lease-Purchase Agreement, dated as of June 1, 2003 (which, together with all amendments and Lease Schedules thereto, shall be referred to herein as the "Lease Agreement"), between the Corporation and the Board, whereby the Corporation has agreed to lease to the Board, and the Board has agreed to lease from the Corporation, the Projects, as described in the Lease Agreement.

(b) The Corporation and Trustee have entered into the Assignment of Lease Agreement, dated as of June 1, 2003, as amended and supplemented as hereinafter described (the "Assignment Agreement"), which Assignment Agreement has been recorded at Official Records Book (Instrument #2003119205) of the Public Records of Sarasota County, Florida.

(c) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2004 by entering in the First Amendment to Assignment of Lease Agreement, dated as September 1, 2004 (the "First Amendment to Assignment Agreement"), which First Amendment to Assignment Agreement has been recorded at Official Records (Instrument #2004179733) of the Public Records of Sarasota County, Florida.

(d) The Corporation and the Trustee deem it necessary to further amend the Assignment Agreement to acknowledge Lease Schedule No. 2008 by entering into this Second Amendment to Assignment of Lease Agreement (the "Second Amendment to Assignment Agreement").

(e) The Certificates shall be issued from time to time in order to finance or refinance the acquisition, construction, installation and equipping of the Projects and the

proceeds of the Certificates shall be deposited with the Trustee and shall be held and applied in accordance with the Trust Agreement.

(f) Pursuant to the Lease Agreement, the Board is obligated to make certain Lease Payments to the Corporation, or its assignee. In order to secure the Certificates, the Corporation is willing to assign and transfer its rights and interests under the Lease Agreement to the Trustee for the benefit of the Owners of the Certificates.

(g) Each of the parties hereto has authority to enter into this Second Amendment to Assignment Agreement, and has taken all actions necessary to authorize its officer to enter into it.

(h) The capitalized words and terms used in this Second Amendment to Assignment Agreement, but not otherwise defined herein, shall have the meanings assigned to such words and terms in Exhibit A to the Lease Agreement.

**SECTION 2. ASSIGNMENT.** The Corporation, for good and valuable consideration received, does hereby irrevocably sell, assign and transfer to the Trustee, for the benefit of the Owners of the Certificates, all of its right, title and interest in the Lease Agreement, as amended and supplemented, in particular as supplemented by Lease Schedule No. 2008 (other than the right to receive indemnification pursuant to the Lease Agreement, the right to enter into Lease Schedules from time to time and its obligations provided in Section 6.03 of the Lease Agreement), including its right to receive Lease Payments from the Board under the Lease Agreement and its right to use, sell and re-let the Projects (under the circumstances contemplated by the Lease Agreement), and the right to exercise such rights and remedies as are conferred on the Corporation by the Lease Agreement. All rights of the Corporation in each Lease Schedule shall be assigned to the Trustee upon execution and delivery thereof. The Lease Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Trust Agreement. Except for any Lease Schedules which are hereafter attached to the Lease Agreement and hereafter assigned by the Corporation to the Trustee pursuant to an amendment to this Assignment of Lease Agreement, the sale, assignment and conveyance of the rights, title and interest of the Corporation under and to the Lease Agreement are immediately complete and effective for all purposes.

**SECTION 3. ACCEPTANCE.** The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Certificates and securing the rights of the Owners of the Certificates issued pursuant to the Trust Agreement.

**SECTION 4. CONFLICTS; ASSIGNMENT AGREEMENT TO CONTINUE IN FORCE.** Except as herein expressly amended and supplemented, the Assignment Agreement and all the terms and provisions thereof are and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of this Second Amendment to Assignment Agreement and the Assignment Agreement, the terms of this Second Amendment to Assignment Agreement shall govern.

**SECTION 5. COUNTERPARTS.** This Second Amendment to Assignment Agreement may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Second Amendment to Assignment Agreement. All of such counterparts taken together shall be deemed to be one and the same instrument.

**SECTION 6. LAW.** This Second Amendment to Assignment Agreement shall be construed under the laws of the State of Florida.



**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

**FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY, as Lessor**

(SEAL)

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

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

Name: Dr. Kathy Kleinlein

Title: President

Address: 1960 Landings Blvd.  
Sarasota, Florida 34231

ATTEST:

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

Name: Lori M. White

Title: Secretary

Address: 1960 Landings Blvd.  
Sarasota, Florida 34231

**WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee**

(SEAL)

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: Vice President

Address: Corporate Trust Division

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF SARASOTA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Dr. Kathy Kleinlein and Lori M. White, the President and Secretary, respectively, of the FINANCING CORPORATION FOR THE SCHOOL BOARD OF SARASOTA COUNTY. Such person(s) did not take an oath and:

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name:  
Notary Public, State of Florida  
My Commission Expires:

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, Vice-President of Wells Fargo Bank, National Association. Such person(s) did not take an oath and:

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.

(SEAL)

---

Name:  
Notary Public, State of Florida  
My Commission Expires:

**EXHIBIT E**

**FORM OF OFFICIAL NOTICE OF SALE**

## OFFICIAL NOTICE OF SALE

§ \_\_\_\_\_\*

### Certificates of Participation

(The School Board of Sarasota County, Florida  
Master Lease Program), Series 2008

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  
Sarasota County, Florida

**NOTICE IS HEREBY GIVEN** that proposals will be received electronically via Bidcomp/Parity Competitive Bidding System ("*PARITY*") in the manner described below, until 11:00 a.m., Eastern Daylight Savings time, on June \_\_, 2008 on behalf of the School Board of Sarasota County, Florida (the "School Board") for the purchase of all of the above-referenced Certificates of Participation, Series 2008 (the "Certificates").

Bids must be submitted electronically via *PARITY* in accordance with this Official Notice of Sale, until at least 11:00 a.m., Eastern Daylight Savings time, and no bid will be received after the time for receiving bids specified above. The time and date of the bid submission may be changed by the School Board upon 24 hours notice or as soon as practicable and will be announced by TM3 News Service ("TM3") by notice given not later than 2:00 p.m., Eastern Daylight Savings time, on the last business day prior to the announced date for receipt of bids or as soon as practicable. To the extent any instructions or directions set forth in *PARITY* conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about *PARITY* and to subscribe in advance of the bid, potential bidders may contact *PARITY* at (212) 404-8102. In the event of a malfunction in the electronic bidding process, the bid date will automatically change to the next business day as confirmed in a communication through TM3.

### **Disclaimer**

Each prospective electronic bidder must be a subscriber to the Bidcomp Competitive Bidding System. Each qualified prospective electronic bidder shall be solely responsible to make necessary arrangements to view the bid form on *PARITY* and to access *PARITY* for the purposes of submitting its bid in a timely manner and in compliance with the requirements of the Official Notice of Sale. Neither the School Board nor *PARITY*, shall have any duty or obligation to provide or assure access to *PARITY* to any prospective bidder, and neither the School Board nor *PARITY* shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, *PARITY*. The

---

\*Preliminary, subject to change.

School Board is using *PARITY* as a communication mechanism, and not as the School Board's agent, to conduct the electronic bidding for the Certificates. The School Board is not bound by any advice and determination of *PARITY* to the effect that any particular bid complies with the terms of this Official Notice of Sale and, in particular, the bid specifications hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via *PARITY* are the sole responsibility of the bidders; and the School Board is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying or withdrawing a bid for the Certificates, the prospective bidder should telephone *PARITY* at (212) 404-8102 and notify the School Board's Financial Advisor, Public Financial Management, Inc. at (407) 648-2208 or by facsimile at (407) 648-1323.

All Certificates shall be in fully registered form in the denominations of \$5,000 each or any integral multiple thereof, shall be dated their date of delivery, and shall bear interest payable semi-annually on January 1 and July 1 commencing January 1, 2009, until their respective maturity. The Certificates shall be issued in fully-registered book entry only form through a program qualified with The Depository Trust Company, New York, New York ("DTC"), as securities depository, and shall be registered in the name of Cede & Co., as nominee for DTC. All payments of principal, semiannual interest and redemption premiums, if any, on the Certificates shall be paid by Wells Fargo Bank, National Association, Coral Springs, Florida, as paying agent and bond registrar by wire transfer to Cede & Co.

The Certificates are being issued pursuant to the Constitution and laws of the State of Florida, including a resolution duly adopted by the School Board of the School Board on May 20, 2008 (the "Certificate Resolution") and other applicable provisions of law. Capitalized terms used, but not otherwise defined herein, have the respective meanings assigned such terms in the Certificate Resolution.

## **Maturity Schedule**

The Certificates will be dated their date of delivery and will mature on July 1 of the following years in the following principal amounts\*:

<u>Year (July 1)</u>	<u>Principal Amount*</u>
2008	
2009	
2010	
2011	
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	

Interest will be calculated on the basis of a 360-day year of twelve 30-day months.

## **Designation of Term Certificates**

Bidders in their bids may specify that the annual principal amounts coming due in any two or more consecutive years on and after July 1, 20\_\_ may be combined into one or more term certificates (the "Term Certificate"), with mandatory prepayment occurring prior to the maturity of such Term Certificate on each July 1 of the preceding consecutive years. Bidders may specify one or more of such Term Certificates for the Certificates. All principal amounts due on and before July 1, 20\_\_ shall be serial Certificates. In the event a bidder chooses to designate a Term Certificate, the form of mandatory prepayment provision provided below will be utilized.





THE SCHOOL BOARD WILL NOT ACCEPT AND WILL REJECT ANY BID FOR LESS THAN ALL OF THE ABOVE DESCRIBED CERTIFICATES. THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS FOR ANY REASON. NO FACSIMILE BIDS WILL BE ACCEPTED.

### **Terms of Sale**

Bidders shall state in their proposals the rate or rates of interest to be paid on all the Certificates, on which rate or rates their proposals are based and submitted. The rates so earned must be in multiples of 1/8 or 1/20 of 1%, and the highest rate may not exceed the lowest rate by more than 4%. Bidders may specify more than one rate of interest to be borne by the Certificates but may not specify more than one rate for the Certificates of any single maturity. A zero rate may not be named for any maturity.

No bid will be accepted for less than all of the Certificates, or for less than [ninety-nine and one-half percent (99.5%) of the par value or greater than one hundred three percent (103%)] of par thereof, plus accrued interest, if any. No more than one (1) bid from any bidder will be considered. All bids received shall be considered by the Superintendent of the School Board or his or her designee(s) (collectively, the "Superintendent") within three (3) hours of the deadline for receiving bids on the bidding date, and unless all bids are rejected, the Certificates shall be awarded by the Superintendent on said date to the best bidder whose proposal will result in the lowest true interest cost to the School Board; provided that all of the conditions in the Certificate Resolution have been satisfied. The Original Purchaser (the "Original Purchaser") shall pay accrued interest, if any, from the date of the Certificates to the date of delivery and payment of the purchase price. All bids remain firm until an award is made.

As promptly as reasonably practicable after the bids are opened, the School Board will notify the bidder to whom the Certificates will be awarded, if and when such award is made.

### **Insurance**

The School Board has received a commitment from Financial Security Assurance Inc. (the "Insurer") of its intent to issue a municipal bond insurance policy insuring payment of principal and interest on the Certificates, when due. The cost of municipal bond insurance will be paid by the School Board. Information regarding the bond insurance commitment may be obtained from the financial advisor to the School Board, Public Financial Management, Inc., 300 S. Orange Avenue, Suite 1170; Orlando, Florida 32801; Tel: (407) 648-2208.

## Electronic Bidding Procedures

Electronic bids must be submitted for the purchase of the Certificates via *PARITY*. Bids will be communicated electronically to the School Board by 11:00 a.m., Eastern Daylight Savings time, on \_\_\_\_\_, 2008. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via *PARITY*, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Certificates, or (3) withdraw its proposed bid. Once the bids are communicated electronically via *PARITY* to the School Board, each bid will constitute an irrevocable offer to purchase the Certificates on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on *PARITY* shall constitute the official time.

### *1. Good Faith Deposit*

All bidders must submit a "Good Faith Deposit" (the "Deposit") in the form of a Financial Surety Bond identifying the bidder from an insurance company licensed to issue such a bond in the State of Florida in the amount of \$\_\_\_\_\_, unconditionally and irrevocably guaranteeing payment of the \$\_\_\_\_\_ Deposit by the successful bidder. Such Financial Surety Bond must be submitted to the School Board no later than 5:00 p.m. Eastern Daylight Savings time, on the day prior to the sale. The Financial Surety Bond must identify the Bidder whose Deposit is guaranteed by such Financial Surety Bond.

### *2. Submission of Deposit*

If the School Board selects a winning bid, then such successful bidder is required to submit its Deposit to the School Board in the form of a wire transfer not later than 2:00 p.m. Eastern Daylight Savings time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the School Board to satisfy the Deposit requirement. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the School Board to be applied in part payment for the Certificates and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of the bid, the proceeds thereof will be retained as and for full liquidated damages. Any checks of unsuccessful bidders will be returned promptly after the Certificates are awarded.

**Notwithstanding anything herein to the contrary, the School Board will not accept any bids and will not issue the Certificates unless the Certificates satisfy the preconditions for issuance of the Certificates established by the Certificate Resolution of the School Board, adopted on [May 20,] 2008 (the "Certificate Resolution").**

### 3. *Amendment of Notice*

Amendments hereto and notices, if any, pertaining to this offering shall be made through I-Deal at their website of [www.tm3.com](http://www.tm3.com). The School Board may revise this Official Notice of Sale by written notice to prospective bidders at the place of sale at the time of sale for submission of bids by publishing notice of any revisions on TM3 News Service at or before the time for submission of bids. Any bid submitted shall be in accordance with, and incorporate by reference, this Official Notice of Sale including any revisions made pursuant to this paragraph.

The School Board reserves the right to postpone, from time to time, the date established for the receipt of bids. Any such postponement will be announced by TM3 by notice given not later than 2:00 p.m., Eastern Daylight Savings time, on the last business day prior to the announced date for the receipt of bids or as soon as practicable. If any date fixed for the receipt of bids and the sale of the Certificates is postponed, any alternative sale date (the "Alternative Sale Date") will be announced via TM3 News Service at least 48 hours prior to such Alternative Sale Date. In addition, the School Board reserves the right, on the date established for the receipt of bids, to reject all bids and establish a subsequent Alternative Sale Date. If all bids are rejected and an Alternative Sale Date for receipt of bids is established, notice of the Alternative Sale Date will be announced via TM3 News Service not less than 48 hours prior to such Alternative Sale Date. On any such Alternative Sale Date, any bidder may submit a bid for the purchase of the Certificates in conformity in all respects with the provisions of this Official Notice of Sale except for the date of sale and except for the changes announced by TM3 News Service at the time the sale date and time are announced.

#### **Adjustment of Principal Amounts**

If, after final computation of the bids, the School Board determines in its sole discretion that the funds necessary to accomplish the purposes of the Certificates are greater or less than the proceeds of the sale of the Certificates, the School Board reserves the right to adjust each maturity amount of the Certificates and to correspondingly adjust the Certificate issue size, all calculations to be rounded to the nearest \$5,000, but in no event greater or less than 15%. Furthermore, the School Board reserves the right to adjust maturity amounts to achieve substantially level debt service, without substantially changing the Certificate issue size.

In the event of any such adjustment, no rebidding or recalculation of the Bids submitted will be required or permitted. The purchase price of the Certificates will be computed by taking the adjusted par amount of the Certificates and: (1) either subtracting the aggregate original issue discount or adding the aggregate original issue premium, as applicable, computed based on the adjusted par amounts of each maturity of the Certificates and the prices provided by the underwriters, and (2) subtracting the amount obtained by multiplying the per bond dollar amount of the underwriters' spread by the

adjusted par amount of the Certificates. The Certificates of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yields as specified for the maturity immediately after award of the Certificates by the successful bidder for the Certificates. However, the award will be made to the bidder whose Bid produces the lowest true interest cost, calculated as specified, solely on the basis of the Certificates offered, without taking into account any adjustment in the amount of the Certificates pursuant to this paragraph.

### **Purpose**

The Certificate proceeds will be used to finance the costs associated with the acquisition and construction of a new elementary school and a replacement technical school and to pay costs and expenses incurred in connection with the issuance of the Certificates.

### **Security and Sources of Payment for the Certificates**

The Certificates represent an undivided proportionate interest of the Owners thereof in Basic Rent Payments to be made by the School Board under a Master Lease-Purchase Agreement with the Financing Corporation for the School Board of Sarasota County, Florida (the "Corporation"), dated as of June 1, 2003, as amended and supplemented (the "Lease Agreement"), and particularly as amended and supplemented by Lease Schedule No. 2008, dated as of June 1, 2008 ("Lease Schedule No. 2008" and together with the Lease Agreement, the "Series 2008 Lease").

**THE BASIC RENT PAYMENTS AND, CONSEQUENTLY, THE SERIES 2008 CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST ARE PAYABLE SOLELY FROM THE SCHOOL BOARD'S AVAILABLE REVENUES AND NEITHER THE CORPORATION, THE SCHOOL BOARD, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER THE SERIES 2008 LEASE EXCEPT FROM AVAILABLE REVENUES APPROPRIATED FOR SUCH PURPOSE. THE BASIC RENT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE SCHOOL BOARD ON AN ALL-OR-NONE BASIS. CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST AND THE PAYMENTS DUE FROM THE SCHOOL BOARD UNDER THE SERIES 2008 LEASE AND THE CONTRACTUAL OBLIGATIONS OF THE SCHOOL BOARD UNDER THE SERIES 2008 LEASE DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE SCHOOL BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE ISSUANCE OF THE CERTIFICATES WILL NOT DIRECTLY OR INDIRECTLY OBLIGATE THE SCHOOL BOARD, THE STATE OF FLORIDA,**

**OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATSOEVER THEREFOR AND THE OWNERS OF THE CERTIFICATES WILL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION OF THE SCHOOL BOARD OR ANY OTHER GOVERNMENT ENTITY.**

THE FAILURE OF THE SCHOOL BOARD TO APPROPRIATE FUNDS FOR BASIC RENT PAYMENTS SHALL, AND THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER THE LEASE AGREEMENT MAY, RESULT IN TERMINATION OF THE SERIES 2008 LEASE. SHOULD THIS OCCUR, THERE CAN BE NO ASSURANCE THAT THE REMAINING PRINCIPAL OR ACCRUED INTEREST ON THE CERTIFICATES WILL BE PAID. SPECIAL COUNSEL WILL EXPRESS NO OPINION AS TO TAX EXEMPTION OR EFFECT OF SECURITIES LAWS UPON TERMINATION OF THE SERIES 2008 LEASE. TRANSFER THEREAFTER OF ALL OR A PORTION OF A CERTIFICATE MAY BE SUBJECT TO COMPLIANCE WITH THE REGISTRATION PROVISIONS OF STATE AND FEDERAL SECURITIES LAWS. TERMINATION OF THE SERIES 2008 LEASE, IN AND OF ITSELF, WILL NOT RESULT IN TERMINATION OF THE MUNICIPAL BOND INSURANCE POLICY ISSUED BY FINANCIAL SECURITY ASSURANCE INC.

#### **CUSIP Numbers and Book Entry**

It is anticipated that CUSIP numbers will be printed on the Certificates at the School Board's expense. In no event will the School Board be responsible for such numbers nor will Special Counsel review or express any opinion as to the correctness of such numbers, and incorrect numbers on said Certificates shall not be cause for the Original Purchaser to refuse to accept delivery of said Certificates. It shall be the responsibility of the Original Purchaser to timely obtain and pay for the assignment of the CUSIP numbers. It is also anticipated that Certificates will be in book-entry form with The Depository Trust Company to act as the Certificateholders' nominee pursuant to the terms of the Trust Agreement. It shall be the responsibility of the Original Purchaser to obtain eligibility for the Certificates with The Depository Trust Company.

#### **Delivery of Certificates**

The Certificates are expected to be delivered through the facilities of The Depository Trust Company in New York, New York (or such other place as may be mutually agreed upon) within 45 days after the award. Should delivery be delayed beyond 45 days from the date of the award, for any reason except failure of performance by the Original Purchaser, the Original Purchaser may withdraw his bid and thereafter his interest in and liability for the Certificates will cease. When the Certificates are ready for delivery, the School Board may give the Original Purchaser three working days' notice of the delivery date and the School Board will expect payment in full on that date, otherwise reserving the right at its option to determine that the Original Purchaser has failed to

comply with the offer of purchase. Payment for the Certificates must be in Federal Funds or other funds available for immediate credit. Currently, the School Board plans to conduct the closing on or about \_\_\_\_\_, 2008 at 11:00 a.m. in Sarasota, Florida. When delivered, the Certificates shall be duly executed and authenticated and registered via the securities depository.

### **Legal Opinions**

The Certificates will be sold subject to the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Special Counsel, as to the legality thereof and such opinion will be furnished without cost to the Original Purchaser and all bids will be so conditioned. A form of Special Counsel's opinion is attached to the Preliminary Offering Statement as Appendix H. In addition, Special Counsel will provide the Original Purchaser with a reliance letter for the limited SEC Rule 10b-5 opinion being provided to the School Board by Special Counsel in connection with the issuance of the Certificates. Certain matters will also be passed on by Williams, Parker, Harrison, Dietz & Getzen, Sarasota, Florida, Counsel to the School Board.

### **Blue Sky Laws**

The School Board has not undertaken to register the Certificates under the securities laws of any state, nor investigated the eligibility of any institution or person to purchaser or participate in the underwriting of the Certificates under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the Certificates, the successful bidder represents that the sale of the Certificates in states other than Florida will be made only under exemptions from registration or, wherever necessary, the successful bidder will register the Certificates in accordance with the securities laws of the state in which the Certificates are offered or sold. The School Board agrees to cooperate with the successful bidder, at the bidder's written request and expense, in registering the Certificates or obtaining an exemption from registration in any state where such action is necessary; provided, however, that the School Board shall not be required to consent to suit or to service of process in any jurisdiction.

### **Disclosure Obligations of the Purchaser**

Section 218.38(1)(b)(2), Florida Statutes, requires that the Original Purchaser file a statement with the School Board containing information with respect to any fee, bonus or gratuity paid, in connection with the Certificates, by any underwriter or financial consultant to any person not regularly employed or engaged by such underwriter or consultant. Receipt of such statement is a condition precedent to the delivery of the Certificates to such successful bidder.

The winning bidder must (1) complete the Truth-in-Bonding Statement provided by Special Counsel (the form of which is attached hereto as Exhibit A) and (2) indicate

whether such bidder has paid any finder's fee to any person in connection with the sale of the Certificates in accordance with Section 218.386, Florida Statutes.

The successful purchaser will be required to submit to the School Board prior to closing a certification to the effect that (i) all of the Certificates have been subject of a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices no higher than or yields no lower than those shown on the inside cover of the Offering Statement relating to the Certificates, and (ii) to the best of their knowledge, and based on their records and other information available to them which they believe to be correct, at least ten percent (10%) of each maturity of the Certificates were sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial offering prices not greater than or yields not less than the respective prices or yields shown on the inside cover of the Offering Statement, and (iii) at the time they agreed to purchase the Certificates, based upon their assessment of the then prevailing market conditions, they had no reason to believe any of the Certificates would be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices greater than or yields lower than the prices or yields shown on the inside cover of the Offering Statement including interest accrued on the Certificates, if any.

### **Continuing Disclosure**

The School Board has covenanted to provide ongoing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. The specific nature of the information to be contained in the Annual Report and the notices of material events are set forth in the Continuing Disclosure Agreement which is reproduced in its entirety in Appendix J attached to the Preliminary Offering Statement for the Certificates. The covenants have been undertaken by the School Board in order to assist the Original Purchaser in complying with clause (b)(5) of Rule 15c2-12 of the Securities and Exchange Commission.

### **Offering Statement**

Upon the successful award and sale of the Certificates pursuant to the terms and provisions of this Official Notice of Sale and the Certificate Resolution, the School Board shall cause final Offering Statements relating to the Certificates to be printed and provided to the winning bidder within seven business days of such award and sale in sufficient copies to comply with Rule 15c2-12 of the Securities and Exchange Commission.

## **Copies of Documents**

Copies of the Preliminary Offering Statement, which will be available on or after \_\_\_\_\_, 2008 and this Official Notice of Sale and further information which may be desired, may be obtained electronically through the printer's web site at [www.i-dealprospectus.com](http://www.i-dealprospectus.com), or from the School Board's Financial Advisor, Public Financial Management, Inc. 300 S. Orange Avenue, Suite 1170; Orlando, Florida 32801; Tel: (407)648-2208. Each bidder is required to read the Preliminary Offering Statement in its entirety.

*/s/ Dr. Kathy Kleinlein*

\_\_\_\_\_  
Chair, School Board of Sarasota County,  
Florida



**FORM OF TRUTH-IN-BONDING STATEMENT**

\_\_\_\_\_, 2008

School Board of Sarasota  
County, Florida  
Sarasota, Florida

Re: \$\_\_\_\_\_ Certificates of Participation (The School Board  
of Sarasota County, Florida Master Lease Program), Series  
2008

Dear Board Members:

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

(a) The School Board is proposing to issue \$\_\_\_\_\_ principal amount of the above-referenced Certificates for the principal purposes of financing the costs of acquisition, construction and installation of certain educational facilities with the School District, as more fully described in the Preliminary Offering Statement relating to the Certificates. This obligation is expected to be repaid over a period of approximately \_\_ years. At a true interest cost of approximately \_\_\_\_\_%, total interest paid over the life of the obligation will be approximately \$\_\_\_\_\_.

(b) The source of repayment or security for the Certificates is certain Basic Rent Payments made by the School Board (as described in the Preliminary Offering Statement) in connection with the lease-purchase financing of such educational facilities. Authorizing this debt will result in approximately \$\_\_\_\_\_ of such funds not being available to finance other services of the School Board each year for \_\_ years.

(c) 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 Bonds.

---

---

---

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

---

---

---

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

Very truly yours,

---

By: \_\_\_\_\_  
Authorized Signatory