

AMENDED AND RESTATED LEASE SCHEDULE NO. 2010B

**Amended and Restated Schedule No. 2010B
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
The School Board of Sarasota County, Florida (the "Board")**

THIS AMENDED AND RESTATED LEASE SCHEDULE NO. 2010B (the "Amended and Restated Lease Schedule") hereby amends and restates in its entirety Lease Schedule No. 2010B, dated as of September 1, 2010, between the Corporation and the Board (as heretofore amended, the "Prior Lease Schedule") to that certain Master Lease-Purchase Agreement, dated as of June 1, 2003 (the "Master Lease Agreement"). The Master Lease Agreement, together with this Amended and Restated Lease Schedule, is herein collectively referred to as the "Lease Agreement." This Amended and Restated Lease Schedule is hereby entered into under the Master 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 2010B Project as herein described. All capitalized terms not otherwise defined herein shall have the respective meanings therefor set forth in the (i) Lease Agreement or (ii) the Master Trust Agreement, dated as of June 1, 2003, among the Board, the Corporation and the Trustee, as amended and supplemented by the Series 2016A Supplemental Trust Agreement (the "Series 2016A Supplemental Trust Agreement"), dated as of April 1, 2016, among the Board, the Corporation and the Trustee (collectively, the "Trust Agreement"). Reference to "Lease Agreement" herein shall include the terms of this Amended and Restated Lease Schedule.

1. Findings. The Board and the Corporation hereby find and determine that:
 - (a) The Board has heretofore executed and delivered the Lease Agreement pursuant to which it has established a master lease-purchase program.
 - (b) The Board has heretofore leased the Series 2010B Project from the Corporation in accordance with the terms of the Lease Agreement.

(c) The Board has heretofore caused the Series 2010B Certificates (as defined in the Series 2016A Supplemental Trust Agreement) to be executed, authenticated and delivered by the Trustee in connection with the financing of the costs of acquisition, construction and equipping and lease-purchase of the Series 2010B Project.

(d) The Board and the Corporation deem it in their best interests to restructure the Basic Rent Payments due under the Prior Lease Schedule by issuing a Series of Certificates for the purpose of, among other things, refunding, on an advanced basis, the outstanding Series 2010B Certificates maturing on July 1 in the years 2021 through 2025, inclusive, as described in the hereinafter defined Escrow Deposit Agreement (the "Refunded Certificates").

(e) In order to accomplish such refunding, the Board and the Corporation hereby agree to cause the issuance of the Series 2016A Certificates (as defined herein) pursuant to the Master Trust Agreement and the Series 2016A Supplemental Trust Agreement.

(f) The Board and the Corporation further agree to use a portion of the proceeds of the Series 2016A Certificates to (i) refund the Refunded Certificates pursuant to the terms of the Master Trust Agreement (including, particularly, Articles V and XII thereof) and an Escrow Deposit Agreement, dated as of April __, 2016 relating to such refunding (the "Escrow Deposit Agreement"), between the Board and Wells Fargo Bank, National Association, as Escrow Agent, in order to restructure and reduce certain Basic Rent Payments payable under the Lease Agreement as aforesaid, and (ii) pay costs associated with the issuance of the Series 2016A Certificates. The portion of the proceeds of the Series 2016A Certificates to be applied to the refunding of the Refunded Certificates shall be deposited into an escrow deposit trust fund established pursuant to the Escrow Deposit Agreement and shall constitute the deposit of prepaid Basic Rent Payments by the Board.

(g) The deposit of the prepaid Basic Rent Payments into the escrow deposit trust fund shall be in an amount sufficient to pay the principal of, prepayment premium, if any, and interest on the Refunded Certificates, as the same become due or are prepaid prior to maturity. The Lease Agreement will secure the payment of Supplemental Rent and any deficiency in the prepaid Basic Rent Payments on deposit in the escrow deposit trust fund relating to the Refunded Certificates.

(h) In consideration for the deposit of such prepaid Basic Rent Payments with the Escrow Agent, the Board and the Corporation agree to enter into this Amended and Restated Lease Schedule, whereby the Board will continue to lease the Series 2010B Project and agree to make Basic Rent Payments sufficient to pay

the principal and interest components of the Basic Rent Payments represented by the Series 2016A Certificates allocable to the Series 2010B Project and the Series 2010B Certificates maturing on July 1 in the years 2016 through 2020, inclusive (the "Outstanding Series 2010B Certificates") that are not refunded in connection with the issuance of the Series 2016A Certificates.

2. Series 2010B Project. The leased property, which is described in Section 7 of this Amended and Restated Lease Schedule (the "Series 2010B Project"), and had a Maximum Cost of \$70,070,000, was acquired, constructed and installed, and shall be lease-purchased by the Board from the Corporation pursuant to the terms of the Lease Agreement.

3. Commencement Date; Lease Term; Other Definitions. For purposes of this Amended and Restated Lease Schedule and the Master Lease Agreement:

(a) The Commencement Date for the Series 2010B Project was September 16, 2010.

(b) The Initial Lease Termination Date of the lease of the Series 2010B Project was June 30, 2011. The Maximum Lease Term commenced on the Commencement Date hereof and shall terminate on June 30, 2025.

(c) The Estimated Completion Date was December 1, 2014.

4. Certificates of Participation.

(a) The Certificates of Participation issued under the Trust Agreement and related to this Amended and Restated Lease Schedule are identified as (i) a portion of the "Refunding Certificates of Participation (School Board of Sarasota County, Florida Master Lease Program), Series 2016A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the School Board of Sarasota County, Florida" (the "Series 2016A Certificates") and (ii) the Outstanding Series 2010B Certificates.

(b) There is no Credit Enhancer for the Outstanding Series 2010B Certificates or the Series 2016A Certificates. Any provisions of the Lease Agreement relating to a Credit Enhancer shall not apply to the Outstanding Series 2010B Certificates or the Series 2016A Certificates.

(c) The Reserve Requirement for each of the Outstanding Series 2010B Certificates and Series 2016A Certificates under the Trust Agreement shall be zero (\$0.00).

(d) There is no Optional Prepayment Date for the Outstanding Series 2010B Certificates. The Optional Prepayment Date for the Series 2016A Certificates shall be determined in accordance with Section 501 of the Series 2016A Supplemental Trust Agreement.

(e) No Prepayment Amount is designated for purposes of 6.03(g) of the Trust Agreement.

(f) The Closure Date of the Series 2010B Subaccount of the Project Account for purposes of Section 6.03(g) of the Trust Agreement, shall not be applicable.

(g) For purposes of Section 5.08(c) of the Lease Agreement, Net Proceeds of any insurance or condemnation award relating to the Series 2010B Project shall be allocated to the Series 2016A Certificates, on a pro rata basis with the Outstanding Series 2010B Certificates and shall be applied in accordance with Section 15 below.

5. Basic Rent and Basic Rent Payment Dates. The Basic Rent payable by the Board to the Corporation with respect to the Series 2010B Project under the Lease Agreement is described in Schedule A attached hereto. The Basic Rent Payment Dates with respect to the Outstanding Series 2010B Certificates and the Series 2016A Certificates allocable to this Amended and Restated Lease Schedule shall be June 15 and December 15 of each year. The obligation to make Basic Rent Payments in regard to the Refunded Certificates shall remain in effect to the extent of any deficiency in prepaid Basic Rent Payments deposited in the escrow deposit trust fund established by the Escrow Deposit Agreement for the Refunded Certificates.

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6. Use of Certificate Proceeds. (a) The proceeds of the Series 2010B Certificates (net of underwriters' discount) were disbursed as follows:

Deposit to Series 2010B Subaccount of Project Account established for the Series 2010B Certificates..... \$74,930,000.00

Deposit to Series 2010B Subaccount of Costs of Issuance Account established for the Series 2010B Certificates..... \$288,985.46

(b) The proceeds of the Series 2016A Certificates shall be disbursed as follows:

Deposit to Series 2016A Subaccount of the Costs of Issuance Account established for Series 2016A Certificates \$_____.

Deposit to Escrow Fund as prepaid Basic Rent for the Refunded Certificates \$_____.*

* Includes \$_____ in proceeds of the Series 2016A Certificates deposited with the Escrow Agent pursuant to the Escrow Deposit Agreement in order to refund the Refunded Series 2009 Certificates (as defined in the Series 2016A Supplemental Trust Agreement).

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

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

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

10. 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 2010B Project is located shall be \$1,000,000 per each Series 2010B Project site.

11. Other Documents. The documents required by Section 3.01(c) of the Lease Agreement to be submitted with this Amended and Restated Lease Schedule are attached hereto as Schedule D.

12. Assignment of Lease Agreement and Assignment of Ground Lease. The Corporation hereby acknowledges that all Lease Payments and its rights, title and interest in this Amended and Restated 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 amended and supplemented pursuant to the Fifth Amendment to Assignment of Lease Agreement, dated as of April 1, 2016, between the Corporation and the Trustee and that all of its right, title and interest in the Ground Lease

Agreement, dated as of September 1, 2010, have been assigned to the Trustee pursuant to the Assignment of Ground Lease, dated as of September 1, 2010.

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

14. 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.

15. 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 2010B Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee for 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 2010B Project or portion thereof. Upon such an election, if the Net Proceeds are not greater than the amount of the Basic Rent Payments coming due in the current and immediately following fiscal year under this Amended and Restated Lease Schedule, then such amounts shall be used first, to pay the Interest Component of the Outstanding Series 2010B Certificates and Series 2016A Certificates allocable to this Amended and Restated Lease Schedule, on a pro rata basis, for the next two interest Payment Dates and then to pay the Principal Component of such Certificates next coming due, on a pro rata basis. In the event the Net Proceeds are greater than the amount of the Basic Rent Payments coming due under this Amended and Restated Lease Schedule in the current and immediately following fiscal year, at the option of the Board, the Board shall apply the Net Proceeds of such insurance or condemnation award to (i) the acquisition, construction and installation of other Land and/or Buildings to be used for educational purposes that will be subject to this Amended and Restated Lease Schedule or (ii) upon receipt of an opinion of Special Counsel, to the Series 2010B Subaccount of the Interest Account and Series 2016A Subaccount of the Interest Account, on a pro rata basis, or Series 2010B Subaccount of the Principal Account and Series 2016A Subaccount of the Principal Account, on a pro rata basis, as applicable, to be credited against the payments next due to such accounts or subaccounts. The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2010B Project.

16. Amendment of Section 5.05(A) of the Lease Agreement. In lieu of the provisions contained in Section 5.05 of the Lease Agreement, with respect to the Series 2010B Certificates, the Series 2016A Certificates and to Series 2010B Project, the following provisions shall apply:

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

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

17. Notice of Event of Non-Appropriation. Notice of an Event of Non-Appropriation pursuant to Section 7.01 of the Master Lease Agreement shall be given to the Owner of the Series 2016A Certificates.

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IN WITNESS WHEREOF, each of the parties hereto have caused this Amended and Restated Lease Schedule to be executed by their proper corporate officers, all as of the 1st day of April, 2016.

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

By: _____
President

(SEAL)

Attest: _____
Secretary

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

By: _____
Chair

(SEAL)

Attest: _____
Superintendent/Secretary

TOTAL BASIC RENT SCHEDULE

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

**Combined Outstanding Series 2010B Certificates
and Series 2016A Certificates**

<u>Certificate Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Basic Rent Payment</u>
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Outstanding Series 2010B Certificates

<u>Certificate</u> <u>Payment Date</u>	<u>Principal</u> <u>Component</u>	<u>Interest</u> <u>Component</u>	<u>Total Basic</u> <u>Rent Payment</u>
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Series 2016A Certificates

<u>Certificate Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Basic Rent Payment</u>
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BASIC RENT SCHEDULE BY GROUP

Venice High School Replacement

**Combined Outstanding Series 2010B
Certificates and Series 2016A Certificates**

<u>Certificate Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Basic Rent Payment</u>
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Venice High School Replacement

Outstanding Series 2010B Certificates

<u>Certificate</u> <u>Payment Date</u>	<u>Principal</u> <u>Component</u>	<u>Interest</u> <u>Component</u>	<u>Total Basic</u> <u>Rent Payment</u>
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Venice High School Replacement

Series 2016A Certificates

<u>Certificate</u> <u>Payment Date</u>	<u>Principal</u> <u>Component</u>	<u>Interest</u> <u>Component</u>	<u>Total Basic</u> <u>Rent Payment</u>
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Booker High School Completion

**Combined Outstanding Series 2010B
Certificates and Series 2016A Certificates**

<u>Certificate</u> <u>Payment Date</u>	<u>Principal</u> <u>Component</u>	<u>Interest</u> <u>Component</u>	<u>Total Basic</u> <u>Rent Payment</u>
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Booker High School Completion

Outstanding Series 2010B Certificates

<u>Certificate</u> <u>Payment Date</u>	<u>Principal</u> <u>Component</u>	<u>Interest</u> <u>Component</u>	<u>Total Basic</u> <u>Rent Payment</u>
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Booker High School Completion

Series 2016A Certificates

<u>Certificate</u> <u>Payment Date</u>	<u>Principal</u> <u>Component</u>	<u>Interest</u> <u>Component</u>	<u>Total Basic</u> <u>Rent Payment</u>
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SCHEDULE B

SERIES 2009 PROJECT DESCRIPTION, SERIES 2009 PROJECT BUDGET, PROJECT SCHEDULE AND DESIGNATED EQUIPMENT

PROJECT DESCRIPTION AND SCHEDULE

1. *Venice High School Replacement*: Venice High School is located on an approximately 50-acre site on the existing school campus located at 1 Indian Avenue, Venice, Florida. The school consists of one, three-story classroom building consisting of 84 classrooms for grades 9-12, a cafeteria which was a remodeled former media center, administration building which also houses the media center and three art classrooms, gymnasium including locker rooms, ROTC and culinary arts, and the performing arts center which has vocal, orchestra and band classrooms. The total square footage for the project is 351,196, there are 2,090 student stations and 90 classrooms total. This project also includes associated site work. The school was completed by December, 2014.

2. *Booker High School Completion*: This project was for the completion of the acquisition and construction of certain additions and renovations at Booker High School. This project constitutes Designated Equipment for purposes of Lease Schedule No. 2010B.

Under certain conditions set forth in the Lease Agreement, the Board may substitute or add components to the above described Project and modify the Plans and Specifications thereof.

ESTIMATED PROJECT BUDGET*

Venice High School Replacement

Design/Construction	\$72,000,000
Subtotal	<u>\$72,000,000</u>

Booker High School Completion**

Design/Construction	\$2,930,000
Subtotal	<u>\$2,930,000</u>
Total	<u>\$74,930,000</u>

* Excludes investment earnings.

** Constitutes Designated Equipment under this Lease Schedule No. 2010B

ESTIMATED DRAWDOWN SCHEDULE

<i>Month</i>	<i>Year</i>	<i>Estimated Draw</i>	<i>Booker High</i>	<i>Venice High*</i>
September	2010	\$4,233,523	\$638,298	\$3,595,225
October	2010	592,084		592,084
November	2010	1,828,926	475,702	1,353,224
December	2010	3,133,328	670,000	2,463,328
January	2011	2,798,316		2,798,316
February	2011	3,119,477		3,119,477
March	2011	3,692,578		3,692,578
April	2011	3,136,971		3,136,971
May	2011	3,485,171		3,485,171
June	2011	3,474,101		3,474,101
July	2011	3,482,534		3,482,534
August	2011	3,342,235		3,342,235
September	2011	3,170,342		3,170,342
October	2011	2,546,004		2,546,004
November	2011	1,922,836		1,922,836
December	2011	1,681,549		1,681,549
January	2012	1,544,682		1,544,682
February	2012	1,440,262		1,440,262
March	2012	1,270,947		1,270,947
April	2012	1,206,052		1,206,052
May	2012	1,047,771		1,047,771
June	2012	1,505,324		1,505,324
July	2012	912,811		912,811
August	2012	1,116,778		1,116,778
September	2012	1,202,538		1,202,538
October	2012	812,806		812,806
November	2012	737,880		737,880
December	2012	825,192		825,192
January	2013	894,594		894,594
February	2013	943,399		943,399
March	2013	943,399		943,399
April	2013	971,607		971,607
May	2013	951,010		951,010
June	2013	1,332,029		1,332,029
July	2013	1,183,223		1,183,223
August	2013	1,210,661	114,750	1,095,911
September	2013	1,101,752	468,750	633,002
October	2013	994,858	468,750	526,108
November	2013	581,352	93,750	487,602
December	2013	449,095		449,095
January	2014	410,588		410,588
February	2014	503,188		503,188
March	2014	503,188		503,188
April	2014	503,188		503,188
May	2014	426,175		426,175
June	2014	916,175		916,175
July	2014	734,161		734,161
August	2014	113,338		113,338
September	2014	(0)		(0)
October	2014	0		0
November	2014	0		0
December	2014	0		0
		\$74,930,000	\$2,930,000	\$72,000,000

*The District will use other legally available funds to complete the Venice High School project. The project was completed by December 1, 2014.

DESIGNATED EQUIPMENT

The performing arts center at replacement Venice High School, all improvements to Booker High School and 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

Venice High School Replacement

A parcel of land lying in Sections 7 and 18, Township 39 South, Range 19 East, Sarasota County, Florida and described as follows:

Commence at the intersection of the east right-of-way line of Bahama Street (60 foot wide platted public right-of-way) and the south right-of-way line of Miami Avenue (80 foot wide platted public right-of-way) as shown on the plat of Venice Gulf View Section, Plat Book 2, Page 77, Public Records of Sarasota County, Florida; thence S.00°36'09"W., along said east platted right-of-way line of Bahama Street, a distance of 678.38 feet to the POINT OF BEGINNING; thence continue S.00°36'09"W., a distance of 111.62 feet to a point on the north line of a parcel dedicated for public right-of-way (Bahama Street) in Official Record Book 354, Page 246, said Public Records; thence along said parcel for the following three (3) calls; (1) thence S.89°23'51"E., a distance of 60.00 feet; (2) thence S.00°36'09"W., a distance of 925.00 feet to the easterly extension of the south right-of-way line of Turin Street (60 foot wide public right-of-way); (3) thence N.89°23'51"W., along said south right-of-way line of Turin Street, a distance of 60.00 feet; thence S.00°36'09"W., a distance of 199.16 feet; thence S.89°23'51"E., a distance of 350.17 feet; thence S.00°40'28"W., a distance of 468.39 feet; thence S.89°34'04"E., a distance of 198.29 feet; thence S.89°18'36"E., a distance of 424.12 feet; thence S.89°56'16"E., a distance of 290.91 feet; thence S.89°09'33"E., a distance of 328.17 feet to a point of curvature of a curve to the right having a radius of 45.00 feet and a central angle of 56°34'14"; thence southeasterly along the arc of said curve a distance of 44.43 feet to the point of tangency of said curve; thence S.32°35'19"E., a distance of 696.04 feet to a point of curvature of a curve to the left having a radius of 150.00 feet and a central angle of 59°07'45"; thence southeasterly along the arc of said curve a distance of 154.80 feet to a point of compound curvature of a curve to the left having a radius of 411.67 feet and a central angle of 08°43'33"; thence easterly along the arc of said curve, a distance of 62.70 feet to a point of compound curvature of a curve to the left having a radius of 150.00 feet and a central angle of 18°27'47"; thence easterly along the arc of said curve, a distance of 48.34 feet to a point of compound curvature of a curve to the left having a radius of 306.00 feet and a central angle of 17°26'23"; thence northeasterly along the arc of said curve, a distance of 93.14 feet to a point of compound curvature of a curve to the left having a radius of 150.00 feet and a central angle of 16°00'49"; thence northeasterly along the arc of said curve, a distance of 41.92 feet to a point of compound curvature of a curve to the left having a radius of 359.91 feet and a central angle of 25°59'07"; thence northerly along the arc of said curve, a distance of 163.23 feet to a point of compound curvature of a curve to the left having a radius of 120.00 feet and a central angle of

00°23'24"; thence northerly along the arc of said curve, a distance of 0.82 feet to the point on the westerly line of the West Coast Inland Navigation District of Florida canal right-of-way easement as recorded in Official Record Book 425, Page 758, said Public Records; thence along said westerly easement line for the following three (3) calls; (1) thence N.32°44'27"W., a distance of 1,172.30 feet; (2) thence N.38°16'03"W., a distance of 1,226.73 feet; (3) thence N.19°14'03"W., a distance of 195.30 feet to a point on the south line of the Venice Elementary site; thence along said south school line for the following two (2) calls; (1) thence S.70°37'20"W., a distance of 25.87 feet; (2) thence N.90°00'00"W., a distance of 879.94 feet to the POINT OF BEGINNING.

Containing 2,663,584 square feet or 61.1475 acres, more or less.

LESS AND EXCEPT (Performing Arts Center Parcel):

A parcel of land lying in Sections 7 and 18, Township 39 South, Range 19 East, Sarasota County, Florida and described as follows:

Commence at the intersection of the east right-of-way line of Bahama Street (60 foot wide platted public right-of-way) and the south right-of-way line of Miami Avenue (80 foot wide platted public right-of-way) as shown on the plat of Venice Gulf View Section, Plat Book 2, Page 77, Public Records of Sarasota County, Florida; thence S.00°36'09"W., along said east platted right-of-way line of Bahama Street, a distance of 790.00 feet to a point on the north line of a parcel dedicated for public right-of-way (Bahama Street) in Official Record Book 354, Page 246, said Public Records; thence along said parcel for the following two (2) calls; (1) thence S.89°23'51"E., a distance of 60.00 feet; (2) thence S.00°36'09"W., a distance of 536.53 feet; thence S.89°23'51"E., a distance of 292.26 feet to the POINT OF BEGINNING; thence N.88°11'38"E., a distance of 120.44 feet; thence S.89°25'37"E., a distance of 99.33 feet; thence N.00°34'23"E., a distance of 40.00 feet; thence S.89°25'36"E., a distance of 60.00 feet; thence S.00°34'25"W., a distance of 210.00 feet; thence N.89°25'33"W., a distance of 44.00 feet; thence S.14°14'11"W., a distance of 72.67 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies S.42°27'50"W., a radial distance of 173.04 feet; thence westerly along the arc of said curve, through a central angle of 45°51'17", a distance of 138.49 feet to the point of tangency of said curve; thence N.89°25'36"W., a distance of 22.00 feet; thence N.70°23'39"W., a distance of 72.99 feet; thence N.00°34'24"E., a distance of 168.00 feet to the POINT OF BEGINNING.

Containing 56,838 square feet or 1.3048 acres, more or less.

SCHEDULE D

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

1. Resolution of the School Board. See Tab 2.1.
2. Certificate of School Board. See Tab 2.4.
3. Ground Lease Agreement. See Tab 1.____.
4. Series 2016A Supplemental Trust Agreement. See Tab 1.____.
5. Memorandum of Lease with respect to Series 2010B Project. See Tab 1.____.
6. Memorandum of Ground Lease with respect to Series 2010B Project. See Tab 1.____.