

AMENDED AND RESTATED LEASE SCHEDULE NO. 2009

**Amended and Restated Schedule No. 2009
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. 2009 (the "Amended and Restated Lease Schedule") hereby amends and restates in its entirety Lease Schedule No. 2009, dated as of March 1, 2009, 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 2009 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 2009 Project from the Corporation in accordance with the terms of the Lease Agreement.

(c) The Board has heretofore caused the Series 2009 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 2009 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 2009 Certificates maturing on July 1 in the years 2020 through 2024, 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 2009 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 2009 Project and the Series 2009 Certificates maturing on July 1 in the years 2016 through 2019, inclusive (the "Outstanding Series 2009 Certificates") that are not refunded in connection with the issuance of the Series 2016A Certificates.

2. Series 2009 Project. The leased property, which is described in Section 7 of this Amended and Restated Lease Schedule (the "Series 2009 Project"), and had a Maximum Cost of \$75,000,000, 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 2009 Project was March 25, 2009.

(b) The Initial Lease Termination Date of the lease of the Series 2009 Project was June 30, 2009. The Maximum Lease Term commenced on the Commencement Date hereof and shall terminate on July 1, 2024.

(c) The Estimated Completion Date was March 1, 2012.

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 2009 Certificates.

(b) There is no Credit Enhancer for the Outstanding Series 2009 Certificates or the Series 2016A Certificates. Any provisions of the Lease Agreement relating to a Credit Enhancer shall not apply to the Outstanding Series 2009 Certificates or the Series 2016A Certificates.

(c) The Reserve Requirement for each of the Outstanding Series 2009 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 2009 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 2009 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 2009 Project shall be allocated to the Series 2016A Certificates, on a pro rata basis with the Outstanding Series 2009 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 2009 Project under the Lease Agreement is described in Schedule A attached hereto. The Basic Rent Payment Dates with respect to the Outstanding Series 2009 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 2009 Certificates (net of underwriters' discount) were disbursed as follows:

Deposit to Series 2009 Subaccount of Project Account established for the Series 2009 Certificates \$75,000,000.00

Deposit to Series 2009 Subaccount of Costs of Issuance Account established for the Series 2009 Certificates \$337,116.90

(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 2010B Certificates (as defined in the Series 2016A Supplemental Trust Agreement).

7. The Series 2009 Project. The Project Description, Project Budget and Project Schedule for the Series 2009 Project are attached hereto as Schedule B.

8. Designated Equipment. The Designated Equipment for the Series 2009 Project is attached hereto as part of Schedule B.

9. The Land. A description of the Land, including any Ground Lease, 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 2009 Project is located shall be \$1,000,000 per each Series 2009 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 March 1, 2009, as amended, have been assigned to the Trustee pursuant to the Assignment of Ground Lease, dated as of March 1, 2009, as amended.

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 2009 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 the Series 2009 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 2009 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 2009 Lease; provided that if the owners of a majority in aggregate principal amount of the then Outstanding Certificates representing an interest in this Amended and Restated Lease Schedule consent thereto such proceeds may be used for Equipment, the Costs of the other components of the Series 2009 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 2009 Project.

16. Amendment of Section 5.05(A) of the Lease Agreement. Section 5.05(a) of the Lease Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 5.05 FIRE AND EXTENDED COVERAGE INSURANCE AND FLOOD INSURANCE. (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 Projects 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 shall be in an amount equal to the lesser of (i) one hundred percent (100%) of the replacement cost of the Projects, (ii) the Principal Component of the Basic Rent Payments then remaining unpaid, (iii) \$70,000,000 per occurrence or (iv) such lesser amount as is available to the Board at commercially reasonable costs, as set forth in a Certificate of an Insurance Consultant

filed with the Board, the Trustee and each Credit Enhancer, if any. Such insurance may be subject to deductible clauses not to exceed \$250,000 in the aggregate for any one loss or, in the case of windstorm damage, five percent (5%) of the replacement cost. 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 hereof."

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.

IN WITNESS WHEREOF, each of the parties hereto have caused this Amended and Restated Lease Schedule No. 2009 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 2009 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 2009 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</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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BASIC RENT SCHEDULE BY GROUP

Atwater Elementary School

**Combined Outstanding Series 2009
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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Atwater Elementary School

Outstanding Series 2009 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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Atwater Elementary School

Series 2016A Certificates

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

Suncoast Technical College

**Combined Outstanding Series 2009
Certificates and Series 2016A Certificates**

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

Suncoast Technical College

Outstanding Series 2009 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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Suncoast Technical College

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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SCHEDULE B

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

PROJECT DESCRIPTION AND SCHEDULE

1. *Atwater Elementary School*: This is a new elementary school for 920 student stations, which was completed in July of 2009. The school was built on a 32-acre site located at 4701 Huntsville Avenue, North Port, Florida. The new campus is comprised of two buildings, which in aggregate contain approximately 130,000 square feet of space. The school contains 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 are 50 classrooms. Site improvements 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 & III*: This is a replacement of an existing school on an approximately 72-acre site located at 4748 Beneva Road, Sarasota, Florida. These phases are designed for 1,242 student stations. The gross area is 353,974 square feet. The new structures include a three-story classroom building, a two-story classroom building, two 1½ story classroom buildings, 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 three phases occurred in August, 2013.

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 2009 Project was approved by the Board in connection with the Board's Capital Improvement Program.

ESTIMATED PROJECT BUDGET*

Atwater Elementary School

Design/Construction	<u>\$19,142,965</u>
Subtotal	\$19,142,965

Suncoast Technical College

Design/Construction	<u>\$55,870,923</u>
Subtotal	\$55,870,923
Total	<u>\$75,013,888</u>

*Excludes investment earnings, but includes transfer of funds from the Series 2009 Costs of Issuance Subaccount in the amount of \$13,888.

ESTIMATED DRAWDOWN SCHEDULE

<i>Month</i>	<i>Year</i>	<i>Estimated Draw</i>	<i>Estimated Draw Atwater Elem I</i>	<i>Estimated Draw STC</i>
March	2009	\$14,148,356.12	\$12,143,183.15	\$2,005,172.97
April	2009	2,186,654.94	2,185,013.69	1,641.25
May	2009	1,200,957.72	1,154,771.93	46,185.79
June	2009	2,282,331.35	1,813,331.89	468,999.46
July	2009	315,861.46	200,317.20	115,544.26
August	2009	680,417.48	101,412.33	579,005.15
September	2009	3,119,874.35	1,892,750.11	1,227,124.24
October	2009	667,883.78	8,740.32	659,143.46
November	2009	1,072,274.66	522.00	1,071,752.66
December	2009	899,885.41	1,489.00	898,396.41
January	2010	1,573,471.27	221,653.86	1,351,817.41
February	2010	1,409,369.87	1,488.18	1,407,881.69
March	2010	2,335,016.80	-	2,335,016.80
April	2010	1,146,782.57	(600,000.00)	1,746,782.57
May	2010	2,008,672.85	2,210.00	2,006,462.85
June	2010	1,845,701.15	8,954.75	1,836,746.40
July	2010	1,720,067.14	-	1,720,067.14
August	2010	1,687,781.07	-	1,687,781.07
September	2010	1,668,454.48	-	1,668,454.48
October	2010	1,038,903.00	-	1,038,903.00
November	2010	703,478.08	-	703,478.08
December	2010	909,938.45	-	909,938.45
January	2011	1,978,577.42	-	1,978,577.42
February	2011	1,575,030.74	-	1,575,030.74
March	2011	633,170.90	-	633,170.90
April	2011	918,947.47	-	918,947.47
May	2011	376,983.09	-	376,983.09
June	2011	163,677.40	-	163,677.40
July	2011	186,233.33	-	186,233.33
August	2011	122,326.34	-	122,326.34
September	2011	421,905.43	7,126.66	414,778.77
October	2011	400,000.00	-	400,000.00
November	2011	157,408.00	-	157,408.00
December	2011	472,225.00	-	472,225.00
January	2012	629,633.00	-	629,633.00
February	2012	629,633.00	-	629,633.00
March	2012	787,041.00	-	787,041.00
April	2012	944,450.00	-	944,450.00

ESTIMATED DRAWDOWN SCHEDULE
(Continued)

<u>Month</u>	<u>Year</u>	<u>Estimated Draw</u>	<u>Estimated Draw Atwater Elem I</u>	<u>Estimated Draw STC</u>
May	2012	944,450.00	-	944,450.00
June	2012	944,450.00	-	944,450.00
July	2012	1,259,266.00	-	1,259,266.00
August	2012	1,888,899.00	-	1,888,899.00
September	2012	1,888,899.00	-	1,888,899.00
October	2012	2,203,716.00	-	2,203,716.00
November	2012	2,518,532.00	-	2,518,532.00
December	2012	2,518,532.00	-	2,518,532.00
January	2013	2,203,716.00	-	2,203,716.00
February	2013	1,888,899.00	-	1,888,899.00
March	2013	1,574,083.00	-	1,574,083.00
April	2013	161,069.77	-	161,069.77
		<u>\$75,013,887.89</u>	<u>\$19,142,965.07</u>	<u>\$55,870,922.82</u>
		75,000,000.00	Original Deposit to Project Account	
		13,887.89	Unspent Issuance Costs Transferred to Project Account	
		<u>\$75,013,887.89</u>		

DESIGNATED EQUIPMENT

All Equipment at Suncoast Technical College and all other equipment components not constituting fixtures of the educational facilities described under the heading "PROJECT DESCRIPTION AND SCHEDULE" above.

SCHEDULE C

DESCRIPTION OF THE LAND

Atwater Elementary School

Lots 1, 2 and 3, ELEMENTARY SCHOOL "I" IN NORTH PORT, as per plat thereof recorded in Plat Book 47, page 15, Public Records of Sarasota County, Florida.

Suncoast Technical College

A parcel lying within Lots 10, 11 and 12, Block 4, Sarasota–Venice Subdivision of Section 4, Township 37 South, Range 18 East as recorded in Plat Book A, Page 13, Public Records of Sarasota County, Florida and described as follows:

Commencing at the southeast corner of said Section 4; thence N.89°37'02"W., along the south line of said Section 4, a distance of 669.25 feet; thence N.00°22'58"E., a distance of 348.86 feet to the POINT OF BEGINNING; thence N.42°00'00"W., a distance of 139.33 feet; thence N.20°01'58"W., a distance of 171.09 feet; thence N.48°00'00"E., a distance of 251.75 feet; thence N.38°00'00"E., a distance of 124.75 feet; thence S.52°00'00"E., a distance of 389.00 feet; thence S.38°00'00"W., a distance of 171.00 feet; thence S.63°24'50"W., a distance of 350.35 feet to the POINT OF BEGINNING.

Containing 164,520 square feet or 3.7769 acres, more or less.

A parcel lying within Lot 10, Block 4, Sarasota–Venice Subdivision of Section 4, Township 37 South, Range 18 East as recorded in Plat Book A, Page 13, Public Records of Sarasota County, Florida and described as follows:

Commencing at the southeast corner of said Section 4; thence N.89°37'02"W., along the south line of said Section 4, a distance of 1335.78 feet; thence N.00°22'58"E., a distance of 314.09 feet to the POINT OF BEGINNING; thence N.00°00'00"E., a distance of 157.63 feet; thence N.90°00'00"E., a distance of 321.34 feet; thence N.00°00'00"E., a distance of 46.45 feet; thence S.89°57'30"E., a distance of 187.39 feet; thence S.00°00'00"E., a distance of 203.95 feet; thence S.90°00'00"W., a distance of 508.73 feet to the POINT OF BEGINNING.

Said parcel contains 88,886 square feet, more or less.

Phase 3 Ground Lease Parcel 2:

A parcel lying within Lot 10, Block 4, Sarasota–Venice Subdivision of Section 4, Township 37 South, Range 18 East as recorded in Plat Book A, Page 13, Public Records of Sarasota County, Florida and described as follows:

Commencing at the southeast corner of said Section 4; thence N.89°37'02"W., along the south line of said Section 4, a distance of 925.79 feet; thence N.00°22'58"E., a distance of 860.48 feet to the POINT OF BEGINNING; thence S.90°00'00"W., a distance of 66.01 feet; thence N.00°00'00"E., a distance of 66.01 feet; thence N.90°00'00"E., a distance of 66.01 feet; thence S.00°00'00"E., a distance of 66.01 feet to the POINT OF BEGINNING.

Said parcel contains 4,357 square feet, more or less.

Together with the non-exclusive easement for ingress, egress, parking and utilities over lands described as follows:

A parcel of land being portions of Lots 9, 10 and 11, Block 4, and all of Lot 12, Block 4, all in Sarasota-Venice Subdivision of Section 4, Township 37 South, Range 18 East, as recorded in Plat Book A, Page 13, Public Records of Sarasota County, Florida, less the Public Rights-of-Way for both Beneva Road (variable width public right-of-way) as recorded in Road Plat Book 2, Page 30 and Proctor Road (84.00 foot wide public right-of-way) as recorded in Road Plat Book 1, Page 102, both in said Public Records; said parcel described as follows:

All of said Lot 12; the south 220.00 feet of said Lot 11; the south 800.00 feet of said Lot 9, less the west 340.00 feet; the south 800.00 feet of said Lot 10, all in said Block 4, Sarasota-Venice Subdivision of Section 4, Township 37 South, Range 18 East.

LESS therefrom three Lease Parcels described as follows:

(1) Phase 2 Lease Area:

A parcel lying within Lots 10, 11 and 12, Block 4, Sarasota-Venice Subdivision of Section 4, Township 37 South, Range 18 East as recorded in Plat Book A, Page 13, Public Records of Sarasota County, Florida and described as follows:

Commencing at the southeast corner of said Section 4; thence N.89°37'02"W., along the south line of said Section 4, a distance of 669.25 feet; thence N.00°22'58"E., a distance of 348.86 feet to the POINT OF BEGINNING; thence N.42°00'00"W., a distance of 139.33 feet; thence N.20°01'58"W., a distance of 171.09 feet; thence N.48°00'00"E., a distance of 251.75 feet; thence N.38°00'00"E., a distance of 124.75 feet; thence S.52°00'00"E., a distance of 389.00 feet; thence S.38°00'00"W., a distance of 171.00 feet; thence S.63°24'50"W., a distance of 350.35 feet to the POINT OF BEGINNING.

(2) Large Parcel, of which all of the Phase 3, Parcel 1 lease area is within;

A parcel lying within Lot 10, Block 4, Sarasota-Venice Subdivision of Section 4, Township 37 South, Range 18 East as recorded in Plat Book A, Page 13, Public Records of Sarasota County, Florida and described as follows:

Commencing at the southeast corner of said Section 4; thence N.89°37'02"W., along the south line of said Section 4, a distance of 1335.78 feet; thence N.00°22'58"E., a distance of 314.09 feet to the POINT OF BEGINNING; thence N.00°00'00"W., a distance of 390.96 feet; thence N.90°00'00"E., a distance of 343.73 feet; thence N.00°00'00"W., a distance of 124.66 feet; thence N.90°00'00"E., a distance of 165.00 feet; thence S.00°00'00"W., a distance of 515.62 feet; thence N.90°00'00"W., a distance of 508.73 feet to the POINT OF BEGINNING.

(3) Any portion of Phase 3, Parcel 2 lease area that falls within the above described servient parcel, said Phase 3, Parcel 2 lease area is described as follows:

A parcel lying within Lot 10, Block 4, Sarasota-Venice Subdivision of Section 4, Township 37 South, Range 18 East as recorded in Plat Book A, Page 13, Public Records of Sarasota County, Florida and described as follows:

Commencing at the southeast corner of said Section 4; thence N.89°37'02"W., along the south line of said Section 4, a distance of 925.79 feet; thence N.00°22'58"E., a distance of 860.48 feet to the POINT OF BEGINNING; thence S.90°00'00"W., a distance of 66.01 feet; thence N.00°00'00"E., a distance of 66.01 feet; thence N.90°00'00"E., a distance of 66.01 feet; thence S.00°00'00"E., a distance of 66.01 feet to the POINT OF BEGINNING.

Said servient parcel contains 921,614 square feet or 21.1573 acres, more or less.

Together with the non-exclusive easement for HVAC services over lands described as follows:

A parcel lying within the Northeast 1/4 of the Southeast 1/4 of Section 4, Township 37 South, Range 18 East, Sarasota County, Florida and described as follows:

Commencing at the southeast corner of said Northeast 1/4 of the Southeast 1/4 of Section 4; thence N.89°47'55"W., along the south line of said Northeast 1/4 of the Southeast 1/4, a distance of 370.14 feet; thence N.00°17'32"E., a distance of 112.45 feet to the POINT OF BEGINNING; thence S.80°00'00"W., a distance of 92.00 feet; thence N.00°02'19"E., a distance of 205.00 feet; thence N.90°00'00"E., a distance of 92.00 feet; thence S.00°02'19"W., a distance of 205.00 feet to the POINT OF BEGINNING.

Containing 18,860 square feet or 0.4330 acres, more or less.