

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 \_\_\_\_\_ 1, 2009**

---

**TABLE OF CONTENTS**

	<u>Page</u>
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 \_\_\_\_\_ 1, 2009, 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. 2009 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. 2009 (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: Caroline Zucker

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 \_\_\_\_\_, 2009, by Caroline Zucker 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 \_\_\_\_\_, 2009, 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: