

SCHEDULE 2005A-1
dated as of May 15, 2005,
as Amended and Restated as of March 1, 2007,
as Amended and Restated as of June 1, 2008,
as amended as of June 1, 2008 and as of June 1, 2009,
as Amended and Restated as of [DOCUMENT DATE]
to the
Master Lease Purchase Agreement dated as of
July 1, 1990, as amended as of December 20, 2000, by and among
Broward School Board Leasing Corp.,
as Lessor (the “Corporation”)

and

The School Board of Broward County, Florida,
as Lessee (the “School Board”)

and

U.S. Bank National Association
(successor in interest to First Union National Bank of Florida),
as Trustee and Assignee (the “Trustee”)

THIS AMENDED AND RESTATED SCHEDULE 2005A-1 (the “Schedule 2005A-1”) is hereby entered into under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000 (the “Master Lease”), pursuant to which the Corporation has agreed to finance the lease purchase unto the School Board and the School Board has agreed to lease purchase from the Corporation, subject to the terms and conditions of the Master Lease incorporated herein, the Series 2005A-1 Facilities herein described. The Corporation hereby demises, leases and subleases to the School Board, and the School Board hereby hires, takes, leases and subleases from the Corporation, the Series 2005A-1 Facilities and the Series 2005A-1 Facility Sites described herein. The Master Lease with respect to this Schedule and as modified and supplemented hereby is referred to herein as the “Series 2005A-1 Lease”. All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby are incorporated herein by reference.

Section 1. Definitions. For purposes of the Series 2005A-1 Lease the following terms have the meaning set forth below. All terms used herein and not otherwise defined herein shall have the meanings given to them in the Master Lease or the Trust Agreement, including the Series 2005A Supplemental Trust Agreement and the Series 2015A Supplemental Trust Agreement, as appropriate.

“**Assignment Agreement**” shall mean the Series 2005A Assignment Agreement dated as of May 15, 2005, between the Corporation and the Trustee.

“**Certificates**” or “**Series of Certificates**” shall mean, collectively, the Outstanding Series 2005A Certificates and the Series 2015A Certificates allocable to the Series 2005A-1 Lease.

“**Commencement Date**” for the Series 2005A-1 Lease is June 7, 2005.

“Continuing Disclosure Certificate” shall mean (a) with respect to the Series 2005A Certificates, the Continuing Disclosure Certificate, dated June 7, 2005, executed and delivered by the School Board in connection with the issuance of the Series 2005A Certificates and (b) with respect to the Series 2015A Certificates, that certain Disclosure Dissemination Agent Agreement dated as of [CLOSING DATE], between the School Board and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, executed and delivered by the School Board in connection with the issuance of the Series 2015A Certificates.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2005A Certificates and Series 2015A Certificates required to comply with the Rule in connection with the offering of the Series 2005A Certificates and the Series 2015A Certificates, respectively.

“Qualified Swap Agreement” for purposes of this Series 2005A-1 Lease means a swap agreement with a provider (i) initially 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 under such swap agreement with a zero threshold pursuant to a credit support annex executed by such swap provider in connection with such swap agreement.

“Rating Agency” shall mean each of Moody's Investors Service, Standard & Poor's Ratings Services, Fitch Ratings and any other nationally recognized rating service acceptable to the Series 2005A Credit Facility Issuer which shall have provided a rating on any Outstanding Certificates.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Series 2005A Certificates” shall mean the \$198,130,000 Certificates of Participation, Series 2005A Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by The School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward County School Board Leasing Corp., as Lessor.

“Series 2005A Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2005A Credit Facility Issuer on June 7, 2005, insuring payment of the principal portions and interest portions of Basic Lease Payments represented by the Series 2005A Certificates when due.

“Series 2005A Credit Facility Issuer” shall mean Financial Security Assurance Inc., a New York stock insurance company, or any successor thereto or assignee thereof.

“Series 2005A-1 Facilities” shall mean the Facilities described in this Schedule 2005A-1, as this Schedule 2005A-1 may be amended or supplemented from time to time. A portion of the improvements to be made to the Series 2005A-1 Facilities from the proceeds of the Series 2005A Certificates are not subject to the lien of the Series 2005A-1 Lease.

“Series 2005A-1 Facility Sites” shall mean the Facility Sites described in this Schedule 2005A-1 to be ground leased by the School Board to the Corporation, as the same may be amended or supplemented from time to time.

“Series 2005A-1 Ground Lease” shall mean the Series 2005A-1 Ground Lease dated as of May 15, 2005 between the School Board as Lessor and the Corporation as Lessee, as the same may be amended or supplemented from time to time.

“**Series 2005A Supplemental Trust Agreement**” shall mean the Series 2005A Supplemental Trust Agreement dated as of May 15, 2005 between the Corporation and the Trustee.

“**Series 2005A Underwriters**” means Banc of America Securities LLC, Bear, Stearns & Co. Inc., Citigroup Global Markets Inc., A.G. Edwards & Sons, Inc., Apex Pryor Securities, Morgan Stanley & Co. Incorporated and UBS Financial Services Inc.

“**Series 2015A Certificates**” shall mean the \$[PAR AMOUNT] Certificates of Participation, Series 2015A Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by the School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward School Board Leasing Corp., as Lessor.

“**Series 2015A Supplemental Trust Agreement**” shall mean the Series 2015A Supplemental Trust Agreement dated as of [DOCUMENT DATE], between the Corporation and the Trustee.

Section 2. Lease Term. The total of all Lease Terms of the Series 2005A-1 Lease is expected to be approximately twenty-five (25) years and twenty-three (23) days consisting of an “Original Term” of approximately twenty-three (23) days from the Commencement Date, through and including June 30, 2005, and twenty-five (25) Renewal Terms, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2005, and ending June 30, 2030 provided that on such date no Certificates are “Outstanding” under the Trust Agreement. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

Section 3. Series 2005A-1 Facilities Lease Purchased. The Series 2005A-1 Facilities to be lease-purchased under the Series 2005A-1 Lease are described in Exhibit A hereto. The School Board reserves the right to substitute other facilities for the facilities set forth herein, in accordance with the requirements of the Master Lease.

Section 4. Series 2005A-1 Facility Sites Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 2005A-1 Facility Sites to be ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are set forth in Exhibit B hereto. Substitutions may be made in accordance with the requirements of the Master Lease and the Series 2005A-1 Ground Lease.

Section 5. Application of Certain Proceeds of Series 2005A Certificates and the Series 2015A Certificates. Pursuant to the provisions of Section 402 of the Series 2005A Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2005A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2005A Certificates:

<u>Amount</u>	<u>Account</u>
\$174,266,947.00	Series 2005A Acquisition Account
\$321,695.09	Series 2005A Cost of Issuance Subaccount

Pursuant to the provisions of Section 402 of the Series 2015A Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2005A-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2012A Certificates:

<u>Amount</u>	<u>Account</u>
[\$AMOUNT]	Escrow Deposit Trust Fund
[\$AMOUNT]	Series 2015A Cost of Issuance Subaccount

Section 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each June 15 and December 15, commencing December 15, 2005) and the remaining principal portion with respect to the Series 2005A-1 Facilities to be lease purchased and the Certificates attributable to such Facilities are set forth in Exhibit C. The Schedule of Basic Lease Payments shall be no less than the principal and interest payments with respect to the portion of the Series 2005A Certificates and Series 2015A Certificates relating to the Series 2005A-1 Facilities and shall only be amended in the event of a prepayment or (i) a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2005A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2005A Certificates pursuant to Section 301 or 303 of the Series 2005A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement or (ii) a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2015A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2015A Certificates pursuant to Section 301 or 303 of the Series 2015A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by the Series 2005A Certificates and Series 2014B Certificates, expressed as an annual interest rate, is exempt from the limitations on interest rates set forth in Section 215.84, Florida Statutes, since the Series 2005A Certificates are rated within the three highest rating categories by a nationally recognized rating service.

Section 7. Additional Lease Payments. Additional Lease Payments with respect to the Series 2005A Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2005A-1 Lease and Series 2005A-2 Lease, except as otherwise provided herein, by the School Board on the following dates:

- | | |
|------------------------------------|--|
| 1. Trustee Fees: | Annual fee of \$3,000 payable annually in advance. |
| 2. Trustee Expenses: | Expenses billed at cost. Legal fee for Trustee counsel at closing of \$2,500. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement. |
| 3. Credit Facility Issuer Payment: | \$706,080.04 paid to the Series 2005A Credit Facility Issuer upon issuance of the Series 2005A Certificates with respect to the Series 2005A Credit Facility. |
| 4. Counterparty Fee: | Any fee due to a Counterparty pursuant to a Hedge Agreement. |
| 5. Hedge Agreement Insurer Fee: | Any premium owed to the insurer of any obligation under a Hedge Agreement. |

Additional Lease Payments with respect to the Series 2015A Certificates consist of a pro rata portion of the following amounts to be paid with respect to the Series 2005A-1 Lease, except as otherwise provided herein, by the School Board on the following dates:

- | | |
|----------------------|--|
| 1. Trustee Fees: | Annual fee of \$[AMOUNT] payable annually in advance. |
| 2. Trustee Expenses: | Expenses to be billed at cost. Legal fee for Trustee counsel at closing of \$[AMOUNT]. Thereafter, reasonable costs and expenses |

pursuant to the Master Lease or Trust Agreement.

Section 8. Prepayment Provisions. In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portion of the Basic Lease Payments due as provided in Section 6 of this Schedule 2005A-1 is subject to the following prepayment provisions:

A. Optional Prepayment

Series 2005A Certificates

1. The principal portion of Basic Lease Payments due on or before June 15, 2015, shall not be subject to prepayment at the option of the School Board.

2. The principal portion of Basic Lease Payments due on or after June 15, 2016, shall be subject to prepayment on or after June 15, 2015, by the School Board in whole or in part at any time, and if in part, in such order of due dates of the principal portion of the Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to 100% of the principal amount of the Basic Lease Payments to be prepaid plus the interest accrued with respect to such prepaid principal portion to the Prepayment Date.

Series 2015A Certificates

1. The principal portion of Basic Lease Payments due on or before [DATE], shall not be subject to prepayment at the option of the School Board.

2. The principal portion of Basic Lease Payments due on or after [DATE], shall be subject to prepayment on or after [DATE], by the School Board in whole or in part at any time, and if in part, in such order of due dates of the principal portion of the Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to 100% of the principal amount of the Basic Lease Payments to be prepaid plus the interest accrued with respect to such prepaid principal portion to the Prepayment Date.

B. Extraordinary Prepayment

Series 2005A Certificates

1. The principal portion of Basic Lease Payments due under the Series 2005A-1 Lease, shall be subject to prepayment in whole or in part on any date at the option of the School Board, and if in part, from such due dates and in such amounts as shall be designated by the School Board to be prepaid if there are Net Proceeds equal to or greater than 10% of the remaining principal portion of the Basic Lease Payments relating to the Series 2005A-1 Facilities as a result of damage, destruction or condemnation of any portion of the Series 2005A-1 Facilities, and an election is made by the School Board under Section 5.4(b) of the Master Lease to apply the amount to the prepayment in part of the principal portion of Basic Lease Payments relating to the Series 2005A-1 Facilities and represented by the Series 2005A Certificates.

2. The principal portion of Basic Lease Payments due under the Series 2005A-1 Lease shall be subject to prepayment in the event the Series 2005A-1 Lease terminates prior to payment in full of all of the Basic Lease Payments, to the extent the Trustee has moneys available for such purpose

pursuant to the Trust Agreement or the Series 2005A Credit Facility Issuer exercises its option under the Series 2005A-1 Lease to direct the Trustee to declare all or a portion of the Purchase Option Price payable, to the extent and subject to the limitations provided in the Master Lease, and has directed the Trustee to prepay the principal amount of the Series 2005A Certificates in whole.

Series 2015A Certificates

(i) The extraordinary prepayment provisions set forth in Section 7.2(b) and Section 5.4(b) of the Master Lease shall not apply to Basic Lease Payments represented by the Series 2015A Certificates.

Notwithstanding anything in the Series 2005A Lease to the contrary, in lieu of the extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, the amount that would be allocable to the Series 2015A Certificates had they been subject to the extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, shall be used instead in accordance with the following:

Such Net Proceeds shall either (1) be applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Series 2005A-1 Lease as fully as if they were the originally leased Series 2006A Facilities or (2) at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Series 2005A Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

(ii) The principal portion of Basic Lease Payments due under the Series 2005A-1 Lease represented by the Series 2015A Certificates shall be subject to prepayment in the event the Series 2005A-1 Lease terminates prior to payment in full of all of the Basic Lease Payments due thereunder, to the extent the Trustee has moneys available for such purposes pursuant to the Series 2015A Trust Agreement and the Series 2005A-1 Lease, to the extent and subject to the limitations provided in the Master Lease.

Section 9. Other Special Provisions.

A. Representations.

(1) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2005A-1 and all references therein to the Facilities shall include the Series 2005A-1 Facilities, and except as otherwise provided below. The Corporation hereby confirms its representations, covenants and warranties set forth in Section 2.11 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2005A-1 and all references therein to the Facilities shall include the Series 2005A-1 Facilities, and except as otherwise provided below.

(2) The Corporation hereby represents that the Master Lease is in effect and that to its knowledge there are no defaults on the date of execution of this Schedule 2005A-1 under any Lease, Ground Lease or the Trust Agreement.

(3) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2005A-1 Facilities, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2005A-1 Facilities.

B. Notices. Copies of all notices required to be given to a Credit Facility Issuer pursuant to the Master Lease shall be given to the Series 2005A Credit Facility Issuer at the following address:

Series 2005A Credit Facility Issuer
Financial Security Assurance Inc.
350 Park Avenue
New York, New York 10022-6022
Attention: Surveillance Department
Policy No. 204942-N

C. Supplemental Provisions Required by Series 2005A Credit Facility Issuer.

For the purpose of the Series 2005A-1 Lease as long as the Series 2005A Credit Facility is in full force and effect, unless otherwise waived in writing by the Series 2005A Credit Facility Issuer, the following provisions shall apply; provided that compliance with paragraphs (7), (8), and (9) below shall not be required and such paragraphs shall be of no force or effect so long as the amount generated by 80% of the School Board's legally available capital outlay millage assuming a 95% collection rate based on the most current certified taxable assessed valuation, plus 80% of the amount derived from legally available sales tax moneys, shall produce an amount sufficient to cover maximum annual debt service on the School Board's lease and other 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 paragraph (5) below and (unhedged) fixed rate debt shall be calculated at the actual rate. The amount of legally available capital outlay millage shall be the millage that the School Board may levy and use to make Basic Lease Payments. Legally available sales tax moneys shall include voter approved sales tax levies that are legally available to make Basic Lease Payments (a) as specifically authorized in the referendum approving such sales tax and otherwise authorized by law, including any necessary resolutions of the School Board or (b) to the extent the Series 2005A Credit Facility Issuer receives an opinion to such effect (such opinion to be in form and substance satisfactory, and from counsel acceptable to, the Series 2005A Credit Facility Issuer). The amount of legally available sales tax moneys shall be based on a reasonable estimate of such taxes derived from historical collections of such tax or from collections of an existing sales tax. If any portion of the legally available capital outlay millage or legally available sales tax moneys 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 (8) below shall apply only to swap agreements entered into after the first date of noncompliance with the above coverage requirement. The provisions of paragraph (9) shall apply only to swap agreements entered into after the first date of noncompliance with the above coverage requirement unless such noncompliance was caused by the incurrence of additional debt by or on behalf of the School Board.

(1) The School Board may not amend the Series 2005A-1 Ground Lease or this Schedule 2005A-1 or take any other action to substitute for any Series 2005A-1 Facilities other facilities owned by the School Board pursuant to Section 6.4 of the Master Lease without the consent of the Series 2005A Credit Facility Issuer.

(2) The School Board may not amend the Series 2005A-1 Ground Lease or this Schedule 2005A-1 or take any other action to release a Series 2005A-1 Facility or a Series 2005A-1 Facility Site without the prior written consent of the Series 2005A Credit Facility Issuer.

(3) The Series 2005A Credit Facility Issuer shall be provided with the following information:

(a) Annual audited financial statements within 180 days after the end of the School Board's fiscal year (together with a certification of the School Board that it is not aware of any default or Event of Default under the Trust Agreement) and the School Board's annual budget within 30 days after the approval thereof;

(b) Notice of any default known to the School Board within five Business Days after knowledge thereof;

(c) Notice of the resignation or removal of the Trustee, Paying Agent and Registrar and the appointment of, and acceptance of duties by, any successor thereto;

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

(e) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of the principal or interest portion of the Basic Lease Payments represented by the Series 2005A Certificates;

(f) A full original transcript of all proceedings, relating to the execution of any amendment or supplement to the Financing Documents; and

(g) All reports, notices and correspondences to be delivered under the terms of the Trust Agreement or the Series 2005A-1 Lease.

(4) There shall be no grace period for failure to pay in full any Additional Lease Payment or Supplemental Payment under Section 8.1(b) of the Master Lease and the cure period for a covenant default pursuant to Section 8.1(c) of the Master Lease shall be thirty (30) days instead of sixty (60) days.

(5) The School Board agrees to include within its annual budget the actual amount of Lease Payments to the extent that the actual amounts required for such Lease Payments are known to the School Board at the time of preparation of its budget, or if actual amounts cannot be determined at the time of preparation of the budget, the estimated amounts of such payments. In order to make such estimates, the School Board agrees that it will utilize the following estimates and methodologies:

(a) while the interest portion of Basic Lease Payments pursuant to any Lease is calculated at a variable rate (i.e. the corresponding Certificates are variable rate) and a Qualified Swap Agreement is in effect, it will include in its budget in respect thereof an amount at least equal to the fixed rate payment payable by the School 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 with respect to the related Certificates, the School Board will also include in its budget in respect thereof an additional (i) .25% of the principal portion of Basic Lease 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 portion of Basic Lease Payments represented by the related Certificates if the payment by the swap provider is calculated based upon a taxable index (the "Taxable Margin");

(b) while the interest portion of Basic Lease Payments for any Lease is calculated at a variable rate (i.e. the corresponding Certificates are variable rate) and a Qualified Swap Agreement is not in effect, the School Board shall budget in respect thereof the greater of (i) the amount of the swap payment to be made by the School 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 (x) the Tax-Exempt Margin if such swap payment is based on a tax-exempt index or (y) the Taxable Margin if such swap payment is based upon a taxable index, (ii) the average rate at which the interest portion of Basic Lease Payments had been determined for the prior 12 months, plus 1.00% on the principal portion of Basic Lease Payments represented by the related Certificates if the interest portion of Basic Lease Payments represented by such Certificates is calculated at a variable rate, or (iii) the most recent actual rate at which the interest portion of Basic Lease Payments represented by such Certificates is calculated plus 1.00%;

(c) in the event the School Board is obligated to pay the variable rate payment under any swap agreement and a Qualified Swap Agreement is in effect, the School Board shall budget the interest portion of Basic Lease 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 (i) the Tax-Exempt Margin if such swap payment is based upon a tax-exempt index and (ii) the Taxable Margin if such swap payment is based upon a taxable index; and

(d) while the interest portion of Basic Lease Payments is calculated at a fixed rate (i.e. the corresponding Certificates are fixed rate) and the School Board is required to make a variable rate payment under a swap that is not a Qualified Swap Agreement, the School Board shall include in its budget an amount equal to the greater of (i) the amount specified in paragraph 5(c) hereof and (ii) the actual interest rate at which the interest portion on the corresponding Certificates is calculated.

(6) The School 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 Master Lease Agreement in any Fiscal Year exceed the amount budgeted therefor.

(7) If the test set forth in the initial paragraph of this Section 9C is not satisfied, not more than 25% of the total principal amount of outstanding obligations of the School 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.

(8) If the test set forth in the initial paragraph of this Section 9C is not satisfied, any termination payment due under a swap agreement in connection with a Lease shall be insured by an insurance company rated "AAA" or "Aaa" by at least two major rating agencies.

(9) If the test set forth in the initial paragraph of this Section 9C 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 School 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).

(10) The right to exercise remedies under the Master Lease for an event of default or event of non-appropriation shall be limited to (i) a Credit Facility Issuer that insures or supports payment of the principal and interest portions of Basic Lease Payments represented by Certificates or (ii) the holders of Certificates (with the consent of the Credit Facility Issuer).

(11) Any termination payments to be made by the School Board to a swap provider in connection with any Series of Certificates may only be Additional Lease Payments (i.e. they shall not be considered Basic Lease Payments).

D. Continuing Disclosure. The School Board hereby agrees to comply with the terms and provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2005A-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Certificates of the related Series of Certificates, shall) or any Holder of the Certificates or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the School Board to comply with its obligations under this Section 9.D. For purposes of this Section, "Beneficial Owner" means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

E. Remedies Upon Termination. [TO BE UPDATED] Certain Facilities financed under Schedule 2003A-1 dated as of February 1, 2003, as Amended and Restated as of May 15, 2005 ("Prior Schedule 2003A-1"); Schedule 2005A-1 dated as of May 15, 2005, as amended and restated and amended to date ("Prior Schedule 2005A-1", Schedule 2005B dated as of May 15, 2005 ("Prior Schedule 2005B" and together with Schedule 2003A-1 and Schedule 2005A-1, the "Prior Schedules"), executed by the School Board, the Corporation and the Trustee, as assignee of the Corporation, are also being financed as Series 2005A-1 Facilities under this Schedule 2005A-1, as described on Schedule I attached hereto (the "Overlapping Facilities"). Capitalized terms used, but not defined, in this Section 9.E. shall have the meanings assigned thereto in the Prior Schedule. Schedule I provides the source of funding from Certificate proceeds of the Overlapping Facilities. Notwithstanding anything to the contrary in the Prior Schedules, the Prior Ground Leases, the Series 2005A-1 Ground Lease, the Series 2005B Ground Lease, or this Schedule 2005A-1, including particularly Sections 5 and 7 of the Prior Ground Leases and the Series 2005A-1 Ground Lease, upon the termination of the term of:

(1) the Series 2005A-1 Lease or the Series 2003A-1 Lease (as defined in Prior Schedule 2003A-1), the proceeds derived from exercising any of the remedies available under the Master Lease with respect to Coral Glades High School shall be allocated 10.6% to the Series 2005B Lease, 11.9% to the Series 2005A-1 Lease, and 77.5% to the Series 2003A-1 Lease and to the Holders of the outstanding Series 2005A Certificates, the Series 2012A Certificates (as defined in the Series 2003A-1 Lease) the Series 2005B Certificates and the Series 2014B Certificates in accordance with the respective Lease and Trust Agreement, to the Holders of the outstanding Series 2014B Certificates in accordance with the Series 2005A-1 Lease;

(2) the Series 2005A-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease (i) with respect to Elementary School "A" shall be allocated 74.55% to Schedule 2005A-1 and 25.45% to Schedule 2008A-1 and (ii) with

respect to Nova High School be allocated 53.25% to Schedule 2005A-1 and 46.75% to Schedule 2008A-1, and to the Holders of the outstanding Series 2005A Certificates in accordance with the Series 2005A-1 Lease and to the Holders of the outstanding Series 2008A Certificates in accordance with the Series 2008A-1; and

(3) the Series 2005A-1 Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to Walker Elementary School shall be allocated 39.11% to Schedule 2005A-1 and 60.89 to Schedule 2009A-1, and to the Holders of the outstanding Series 2005A Certificates in accordance with the Series 2005A-1 Lease and to the Holders of the outstanding Series 2009A Certificates in accordance with the Series 2009A-1. This Section 9(E) shall survive termination of the Series 2005A-1 Lease.

IN WITNESS WHEREOF, the Corporation has caused this Schedule 2005A-1 to be executed in its corporate name by its duly authorized officers, the School Board has caused this Schedule 2005A-1 to be executed in its name by its duly authorized members or officers, and the Trustee has caused this Schedule 2005A-1 to be executed in its name by one of its duly authorized officers, all as of the day and year first written above.

[SEAL]

**BROWARD SCHOOL BOARD
LEASING CORP.**

Attest: _____
Robert W. Runcie
Secretary

By: _____
Donna P. Korn
President

[SEAL]

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

Attest: _____
Robert W. Runcie
Secretary

By: _____
Donna P. Korn
Chair

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By: _____
Michael Daly
Vice President

SCHEDULE I

<u>Facility</u>	<u>Amount Financed Under Schedule 2005A-1</u>	<u>Related Prior Schedule</u>	<u>Amount Financed Under Related Prior Schedule</u>	<u>Total Amount (Prior Schedule and Schedule 2005A-1)</u>	<u>Percent Allocable to Schedule 2005A-1</u>	<u>Percent Allocable to Related Prior Schedule</u>
Coral Glades High School Elementary School "A" (Area C1)*	6,645,048	2003A-1	43,300,828	49,945,876	11.90%	89.40%
Nova High	21,816,000	2008A-1	7,446,766	29,262,766	74.55	25.45
Walker Elementary School	7,526,472	2008A-1	7,526,472	14,134,302	53.25	46.75
	<u>4,623,383</u>	2009A-1	<u>7,199,520</u>	<u>11,822,903</u>	39.11	60.89
	<u>\$40,610,903</u>		<u>\$65,473,586</u>	<u>\$105,165,847</u>		

Schedule I

EXHIBIT A TO SCHEDULE 2005A-1

A. General Description of the Series 2005A-1 Facilities to be Lease Purchased:

SCHOOL DESCRIPTION

Atlantic West Elementary – A 9 classroom addition at the existing elementary school located at 301 Northwest 69th Terrace in the City of Margate. This addition will add approximately 11,000 gross square feet of permanent building to the campus. It will house grade K-5 students. This addition will provide 9 primary classrooms, custodial areas and student/staff/public restrooms. It will add approximately 162 student stations to the school's capacity.

Challenger Elementary – A 12 classroom addition at the existing elementary school located at 5703 Northwest 94th Avenue in the City of Tamarac. This addition will add approximately 14,000 gross square feet of permanent building to the campus. It will house grade K-5 students. This addition will provide 12 primary classrooms, custodial areas and student/staff/public restrooms. It will add approximately 216 student stations to the school's capacity.

Coral Glades High

Coral Springs High – A 13 classroom addition and a 24 classroom addition at the existing high school located at 7201 West Sample Road in the City of Coral Springs. These additions will add approximately 43,000 gross square feet of permanent building to the campus. They will house 9-12 grade students. These additions will provide 37 classrooms, custodial areas and student/staff/public restrooms. They will add approximately 925 student stations to the school's capacity.

Coral Springs Middle – A 24 classroom addition and a 16 classroom addition at the existing middle school located at 10300 West Wiles Road in the City of Coral Springs. These additions will add approximately 44,000 gross square feet of permanent building to the campus. They will house 6-8 grade students. These additions will provide 40 classrooms, custodial areas and student/staff/public restrooms. They will add approximately 880 student stations to the school's capacity. A cafeteria expansion and gymnasium replacement at the school will total approximately 17,000 gross square feet. This cafeteria space will serve the 1,354 students currently attending this middle school. It will provide expanded dining, kitchen and PE facilities, custodial areas and student/staff restrooms.

New Elementary School "A" (Area A #2) - This school to be located in the City of Sunrise will have 87,000 gross square feet and a student capacity of 726. It will house grades K-5. This school will have 6 kindergarten classrooms, 18 primary classrooms, 12 intermediate classrooms, 2 ESE classrooms, 2 skills development labs, music lab, art lab, physical education, administration, custodial, food service, multipurpose room, stage, textbook storage, media center and student/staff/public restrooms.

Forest Glen Middle - A 24 classroom addition at the existing middle school located at 6501 Turtle Run Boulevard in the City of Coral Springs. This addition will add approximately 27,000 gross square feet of permanent building to the campus. It will house 6-8 grade students. This addition will provide 24 classrooms, custodial areas and student/staff/public restrooms. It will add approximately 528 student stations to the school's capacity.

Hallandale High – Remodeling and renovations at the existing high school located at 720 Northwest 9th Avenue in the City of Hallandale. The roof will be replaced, along with the auditorium lighting and sound system. The air conditioning for the boys and girls locker rooms will be renovated.

Hollywood Hills High – A 24 classroom addition at the existing high school located at 5400 Stirling Road in the City of Hollywood. This addition will add approximately 43,000 gross square feet of permanent building to the campus. It will house 9-12 grade students. This addition will provide 24 classrooms, custodial areas and student/staff/public restrooms. It will add approximately 600 student stations to the school's capacity.

Indian Ridge Middle – An 18 classroom addition at the existing middle school located at 1355 Nob Hill Road in the Town of Davie. This addition will add approximately 21,000 gross square feet of permanent building to the campus. It will house 6-8 grade students. This addition will provide 18 classrooms, custodial areas and student/staff/public restrooms. It will add approximately 396 student stations to the school's capacity.

Lloyd Estates Elementary – A cafeteria replacement at the existing elementary school located at 750 Northwest 41st Street in the City of Oakland Park. This replacement will total approximately 14,000 gross square feet. This cafeteria space will serve the K-5 students currently attending this elementary school. It will provide a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial areas and student/staff restrooms.

Margate Elementary – A classroom addition at the existing elementary school located at 6300 Northwest 18th Street in the City of Margate. This addition will add approximately 32,653 gross square feet of permanent building to the campus. It will house K-5 grade students. This addition will provide 11 Primary and 8 Intermediate classrooms, custodial areas and student/staff/public restrooms. It will add approximately 480 student stations to the school's capacity.

Northeast High – A 13 classroom addition at the existing high school located at 700 Northeast 56th Street in the City of Oakland Park. This addition will add approximately 17,000 gross square feet of permanent building to the campus. It will house 9-12 grade students. This addition will provide 13 classrooms, custodial areas and student/staff/public restrooms. It will add approximately 325 student stations to the school's capacity.

Nova High/Middle – A 12 classroom addition and a 17 classroom addition at the existing high/middle school located at 3600 College Avenue in the Town of Davie. These additions will add approximately 34,000 gross square feet of permanent building to the Nova campus. They will house 6-12 grade students. These additions will provide 29 classrooms, custodial areas and student/staff/public restrooms. This will add approximately 689 student stations to the Nova High/Middle campus. The project will include restroom renovations and exterior work.

Oakland Park Elementary – A 24 classroom addition at the existing elementary school located at 936 Northeast 33rd Street in the City of Oakland Park. This addition will add approximately 15,000 gross square feet of permanent building to the campus. It will house K-5 students. This addition will provide 12 primary and 12 intermediate classrooms and student restrooms. It will add approximately 480 student stations to the school's capacity.

Pines Middle – A replacement of the existing middle school located at 200 Northwest Douglas Road in the City of Pembroke Pines, will have approximately 213,000 gross square feet and a student capacity of

1,789. It will house grade 6-8 students. This school will have 56 general classrooms, 6 resource rooms, 3 skills development labs, 6 science labs and 6 science demonstration classrooms, vocal and band music, 2 art labs, 2, ESE classrooms, physical education, 4 technical labs, administration and guidance, custodial, food service, media center, multipurpose/stage, student, staff and public restrooms.

Ramblewood Middle – A 13 classroom addition at the existing middle school located at 8505 West Atlantic Boulevard in the City of Coral Springs. This addition will add approximately 16,000 gross square feet of permanent building to the campus. It will house 6-8 grade students. This addition will provide 13 classrooms, custodial areas and student/staff/public restrooms. It will add approximately 286 student stations to the school’s capacity.

Rickards Middle - A 13 classroom addition at the existing middle school located at 6000 Northeast 9th Avenue in the City of Oakland Park. This addition will add approximately 16,000 gross square feet of permanent building to the campus. It will house 6-8 grade students. This addition will provide 13 classrooms, custodial areas and student/staff/public restrooms. It will add approximately 286 student stations to the school’s capacity.

Sandpiper Elementary – A 16 classroom addition at the existing elementary school located at 3700 Hiatus Road in the City of Sunrise. This addition will add approximately 19,000 square feet of permanent building to the campus. It will house K-5 students. This addition will provide 8 primary and 8 intermediate classrooms and student restrooms. It will add approximately 320 student stations to the school’s capacity.

Seagull School - A 13 classroom addition at the existing center located at 425 Southwest 28th Street in the City of Fort Lauderdale. This addition will add approximately 14,800 square feet of permanent building to the campus. It will house K-12 grade students. This addition will provide 12 classrooms, custodial areas and student/staff/public restrooms. It will add approximately 130 student stations to the school’s capacity.

Silver Lakes Middle - A 12 classroom addition at the existing middle school located at 7600 Tam O’Shanter Boulevard in the City of North Lauderdale. This addition will add approximately 20,000 gross square feet of permanent building to the campus. It will house 6-8 grade students. This addition will provide 12 classrooms, custodial areas and student/staff/public restrooms. It will add approximately 264 student stations to the school’s capacity.

Stranahan High - A 13 classroom addition at the existing high school located at 1800 Southwest 5th Place in the City of Fort Lauderdale. This addition will add approximately 17,000 square feet of permanent building to the campus. It will house 9-12 grade students. This addition will provide 13 general classrooms, custodial areas and student/staff/public restrooms. It will add approximately 325 student stations to the school’s capacity.

Tamarac Elementary – A 24 classroom addition at the existing elementary school located at 936 Northeast 33rd Street in the City of Oakland Park. This addition will add approximately 28,000 gross square feet of permanent building to the campus. It will house K-5 students. This addition will provide 24 primary classrooms and student restrooms. It will add approximately 480 student stations to the school’s capacity.

Walker Elementary - A new dining/kitchen, multipurpose and stage area at the existing school located at 1001 Northwest 4th Street in the City of Fort Lauderdale. The new construction will add approximately 14,000 gross square feet of permanent building to the campus.

Western High - A 24 classroom addition at the existing high school located at 1200 Southwest 136th Avenue in the Town of Davie. This addition will add approximately 43,000 gross square feet of permanent building to the campus. It will house 9-12 grade students. This addition will provide 24 classrooms, custodial areas and student/staff/public restrooms. It will add approximately 600 student stations to the school's capacity.

B. Estimated Costs of the Series 2005A-1 Facilities to be Lease Purchased:

<u>Facility</u>	<u>Planning</u>	<u>Acquisition and Construction</u>	<u>Total Project Cost</u>
Atlantic West Elementary	\$139,479	\$1,743,482	\$1,882,961
Challenger Elementary	219,741	2,746,759	2,966,500
Coral Glades High "JJJ"	492,226	6,152,822	6,645,048
Coral Springs High	175,055	2,188,182	2,363,237
Coral Springs High	496,800	6,210,000	6,706,800
Coral Springs Middle	247,667	3,095,833	3,343,500
Coral Springs Middle	522,540	6,531,750	7,054,290
Coral Springs Middle	336,000	4,200,000	4,536,000
Cypress Bay High School	461,355	5,766,943	6,228,298
Elementary School (Area A #2)	1,616,000	20,200,000	21,816,000
Forest Glen Middle	437,716	5,471,446	5,909,162
Hallandale High	216,904	2,711,305	2,928,209
Hollywood Hills High	452,000	5,650,000	6,102,000
Indian Ridge Middle	238,680	2,983,503	3,222,183
Lloyd Estates Elementary	612,240	7,653,000	8,265,240
Margate Elementary	338,755	4,234,443	4,573,198
Northeast High	188,712	2,358,898	2,547,610
Nova High/Middle	557,516	6,968,956	7,526,472
Oakland Park Elementary	331,264	4,140,798	4,472,062
Pines Middle	2,536,000	31,700,000	34,236,000
Ramblewood Middle	179,891	2,248,638	2,428,529
Rickards Middle	171,468	2,143,345	2,314,813
Sandpiper Elementary	192,894	2,411,174	2,604,068
Seagull School	159,732	1,996,651	2,156,383
Silver Lakes Middle	192,000	2,400,000	2,592,000
Stranahan High	166,070	2,075,870	2,241,940
Tamarac Elementary	390,686	4,883,576	5,274,262
Walker Elementary	342,473	4,280,910	4,623,383
Western High	496,800	6,210,000	6,706,800
TOTAL	<u>\$12,908,664</u>	<u>\$161,358,284</u>	<u>\$174,266,948</u>

EXHIBIT B TO SCHEDULE 2005A-1

Series 2005A-1 Facility Sites to be Ground Leased

A. DESCRIPTION OF REAL ESTATE

Atlantic West Elementary

The south 125 feet of the north 520 feet of the west 230 feet of Parcel B, ORIOLE MARGATE SECTION 3 according to the Plat thereof as recorded in Plat Book 74, Page 45 of the public records of Broward County, Florida.

Said land lying and situate in Broward County, Florida.

Challenger Elementary

The North 100' of East 340' of Parcel "C", V.G.C. PARK REPLAT, according to the Plat thereof as recorded in Plat Book 146, Page 15 of the public records of Broward County, Florida.

Said land lying and situate in Broward County, Florida.

Coral Glades High "JJJ"

A portion of Parcel "G", CORAL SPRINGS REGIONAL PARK ADDITION, according to the Plat thereof as recorded in Plat Book 156, Page 32 of the Public Records of Broward County, Florida, described as follows:

Commence at the northwest corner of Parcel "O" of said CORAL SPRINGS REGIONAL PARK ADDITION; thence S00°00'25"W, along the west line of said Parcel "O", a distance of 1,135.00 feet; thence N89°41'52"E, 438.00 feet to the Point of Beginning; thence N00°18'08"W, 97.00 feet; thence N89°41'52"E, 298.00 feet; thence S00°18'08"E, 97.00 feet; thence S89°41'52"W, 298.00 feet to the Point of Beginning.

Said lands situate in the City of Coral Springs, Broward County, Florida and containing 28,906 square feet (0.6636 acres) more or less.

Coral Springs High

DESCRIPTION : (LIMITS OF CONSTRUCTION - 24 CLASSROOM ADDITION)
A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14,
TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA,
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE
ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION
14, NORTH 89°29'45" WEST 665.63 FEET; THENCE NORTH 00°30'15" EAST
659.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°27'48" WEST
134.99 FEET; THENCE NORTH 09°46'33" WEST 35.05 FEET; THENCE NORTH
16°59'29" WEST 48.07 FEET; THENCE NORTH 89°17'47" WEST 75.63 FEET;
THENCE NORTH 00°43'00" WEST 93.46 FEET; THENCE NORTH 89°34'09" EAST

15.98 FEET; THENCE NORTH 01°31'29" EAST 72.36 FEET; THENCE NORTH
89°21'59" WEST 62.51 FEET; THENCE NORTH 00°15'12" EAST 155.74 FEET;
THENCE SOUTH 89°45'32" EAST 194.73 FEET; THENCE SOUTH 02°17'48" WEST
256.13 FEET; THENCE SOUTH 41°47'38" EAST 24.01 FEET; THENCE SOUTH
87°24'43" EAST 36.09 FEET; THENCE SOUTH 00°12'43" WEST 32.06 FEET;
THENCE SOUTH 89°47'17" EAST 39.65 FEET; THENCE SOUTH 00°12'43" WEST
96.57 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF CORAL SPRINGS,
BROWARD COUNTY, FLORIDA AND CONTAINING 67,158 SQUARE FEET (1.542
ACRES) MORE OR LESS.

DESCRIPTION : (AUDITORIUM)
A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14,
TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA,
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE
ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION
14, NORTH 89°29'45" WEST 864.62 FEET; THENCE NORTH 00°29'00" EAST
444.11 FEET TO THE POINT OF BEGINNING AT A CORNER ON THE OUTER
EDGE OF CORAL SPRINGS HIGH SCHOOL BUILDING; THENCE ALONG SAID
OUTER EDGE, NORTH 89°31'00" WEST 154.09 FEET; THENCE NORTH 00°29'00"
EAST 95.00 FEET; THENCE SOUTH 89°31'00" EAST 154.09 FEET TO THE
NORTHERLY PROLONGATION OF SAID OUTER EDGE; THENCE ALONG SAID
NORTHERLY PROLONGATION AND SAID OUTER EDGE, SOUTH 00°29'00" WEST
95.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF CORAL SPRINGS,
BROWARD COUNTY, FLORIDA AND CONTAINING 14,638 SQUARE FEET (0.336
ACRES) MORE OR LESS.

Coral Springs Middle

A portion of Section 16, Township 48 South, Range 41 East, described as follows:

Commence at the Northeast corner of Parcel "A", of KEYSTONE PLACE, as recorded in Plat Book 150, Page 33, of the Public Records of Broward County, Florida; thence along the East line of said Parcel "A", South 00° 54' 45" East 225.72 feet; thence North 89° 05' 17" East 578.99 feet to the POINT OF BEGINNING; thence South 00° 00' 00" East 84.00 feet; thence North 90° 00' 00" East 287.75 feet; thence North 00° 00' 00" East 83.68 feet; thence North 89° 56' 11" West, 287.75 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Coral Springs, Broward County, Florida.

Elementary School (Area A #2)

Parcel A, of C & P Properties Plat, according to the plat thereof, as recorded in Plat Book 160, Page 34, of the Public Records of Broward County, Florida.

Forest Glen Middle

A portion of Parcel H-H of "Turtle Run", according to Plat thereof as recorded in Plat Book 131, Page 12 of the Broward County Records being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel H-H; thence North 00°34'53" East 178.53 feet; thence North 89°25'07" West 269.28 feet to the POINT OF BEGINNING; thence North 00°00'00" East 304.29 feet; thence North 90°00'00" West 170.24 feet; thence South 00°00'00" East 64.00 feet; thence North 90°00'00" East 44.12 feet; thence South 00°00'00" East 20.45 feet; thence North 90°00'00" East 9.87 feet; thence South 00°00'00" East 320.39 feet; thence North 90°00'00" East 38.50 feet; thence North 00°00'00" East 100.54 feet; thence North 90°00'00" East 77.75 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the City of Coral Springs, Broward County, Florida and containing 42,901 square feet (0.98 acres) more or less.

Hallandale High

Portions of Lots 12, 13, 14, 15, & 16, Block 6 and a portion of Northwest 7th Court, MEEKINS ADDITION NO. 1 AMENDED, according to the Plat thereof, as recorded in Plat Book 26, Page 50, of the Public Records of Broward County, Florida described as follows:

LOCKER ROOM PARCEL:

COMMENCE at the Point of Intersection of the South right of way of Northwest 8th Street and the East right of way of Northwest 10th Avenue as shown on said Plat of MEEKINS ADDITION NO. 1 AMENDED; thence South 23°44'24" West along the said East of right of way, a distance of 172.85 feet; thence South 78°18'54" East, a distance of 103.70 feet to the POINT OF BEGINNING; thence continue South 78°18'54" East, a distance of 104.90 feet; thence South 11°41'06" West, a distance of 67.25 feet to

a point herein known as Reference Point "A"; thence North 78°18'54" West, a distance of 104.90 feet; thence North 11°41'06" East, a distance of 67.25 feet to the POINT OF BEGINNING.

AUDITORIUM PARCEL:

COMMENCE at the aforesaid reference point "A"; thence South 78°18'54" East, a distance of 16.75 feet to the POINT OF BEGINNING; thence North 11°41'06" East, a distance of 43.66 feet; thence South 78°18'54" East, a distance of 97.83 feet; thence South 11°41'06" West, a distance of 71.81 feet; thence North 78°18'54" West, a distance of 97.83 feet; thence North 11°41'06" East, a distance of 28.15 feet to the POINT OF BEGINNING.

Said lands situate in the City of Hallandale, Broward County, Florida.

Parcels Contains:

Locker Room – 7,055 square feet
Auditorium – 7,025 square feet

Hollywood Hills High

Portions of Blocks 318, 322 and 323, together with portions of those certain alleys lying within and adjoining said Blocks; and also together with portions of the rights of way for West 24th Avenue and West Evans Street lying adjacent to said Blocks;

All the above lying within "HOLLYWOOD HILLS FIRST ADDITION", according to the Plat thereof as recorded in Plat Book 6, Page 42 of the Public Records of Broward County, Florida.

Said portions being more particularly described as follows:

COMMENCE at the intersection of the South line of that certain 15 foot alley lying South of Block 342 of said Plat and the Southerly prolongation of the East line of said Block 342; thence along said prolongation, said East line and its Northerly prolongation and along the East line of said Block 323, North 00°15'10" West 313.07 feet to the POINT OF BEGINNING; thence South 89°44'50" West 252.00 feet; thence North 00°15'10" West 247.52 feet; thence North 89°44'50" East 252.00 feet to an intersection with the East line of said Block 318; thence along said East line and its Southerly prolongation, South 00°15'10" East 247.52 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Hollywood, Broward County, Florida and containing 62,376 square feet (1.43 acres) more or less.

Indian Ridge Middle

A portion of Parcel A, NOB HILL VILLAGE, according to the Plat thereof as recorded in Plat Book 134, Page 26 of the public records of Broward County, Florida described as follows:

Commencing at the southwest corner of said Parcel A; thence N02°16'56"W along the west line of said Parcel A, a distance of 791.29 feet; thence departing said west line N87°43'04"E, 872.29 feet to the Point of Beginning; thence N46°33'16"E, 128.89 feet; thence S66°15'51"E, 280.19 feet; thence S01°54'05"E, 179.46 feet; thence S87°04'07"W, 130.37 feet; thence N47°03'18"W, 308.49 feet to the Point of Beginning.

Said land lying and situate in Broward County, Florida.

Lloyd Estates Elementary

NOW KNOWN AS:

A portion of Parcel "A", LLOYD ESTATES SCHOOL SITE, according to the Plat thereof, as recorded in Plat Book 62, Page 23 of the Public Records of Broward County, Florida being more fully described as follows:

COMMENCING at the Southeast (SE) corner of said Parcel "A", thence North 90°00'00 East on the said South line of said Parcel "A", a distance of 30.00 feet; thence North 00°00'00" West, a distance of 35.00 feet to the POINT OF BEGINNING; thence continue North 00°00'00" West, a distance of 210.00 feet; thence North 90°00'00" East, a distance of 90.00 feet; thence South 00°00'00" East, a distance of 210.00 feet; thence South 90°00'00" West, a distance of 90.00 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Oakland Park, Broward County, Florida and containing 18,900 square feet more or less.

Margate Elementary

Commencing(2) at the Northwest corner of said Parcel "C"; thence North 75°09'08" East, along North line of said parcel "C", a distance of 521.29 feet; thence South 14°50'52" East, a distance of 24.93 feet to the Point of Beginning(2);

thence South 01°55'09" West, a distance of 23.68 feet;

thence North 88°04'51" West, a distance of 5.19 feet;

thence South 01°55'09" West, a distance of 40.36 feet;

thence South 88°04'51" East, a distance of 15.26 feet;

thence South 01°55'09" West, a distance of 7.48 feet;

thence South 88°04'51" East, a distance of 153.22 feet;

thence North 01°55'09" East, a distance of 9.66 feet;

thence North 88°04'51" East, a distance of 36.07 feet;

thence North 01°55'09" East, a distance of 23.68 feet;

thence South 88°04'51" East, a distance of 5.19 feet;

thence North 01°55'09" East, a distance of 40.36 feet;

thence North 88°04'51" West, a distance of 15.26 feet;

thence North 01°55'09" East, a distance of 7.48 feet;

thence North 88°04'51" West, a distance of 153.22 feet;

thence South 01°55'09" West, a distance of 9.66 feet;

thence North 88°04'51" West, a distance of 36.07 feet to the Point of

Beginning(2);

Said lands situate, lying and being in the City of Margate, Broward County, Florida.

Northeast High

A portion of the Northwest one-quarter (N.W.¼), of Section 14, Township 49 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

COMMENCEMENT at the Northwest Corner of Parcel 1, DELPHI ENTERPRISES COMMERCIAL CENTER, according to the plat thereof, as recorded in Plat Book 82, Page 13 of the Public Records of Broward County, Florida; thence South 00°18'38" East, on the West Line of said Parcel 1, a distance of 21.53 feet; thence North 90°00'00" West, a distance of 523.91 feet to the POINT OF BEGINNING; thence continuing North 90°00'00" West, a distance of 604.40 feet; thence North 00°00'00" East, a distance of 190.40 feet; thence South 90°00'00" East, a distance of 604.40 feet; thence South 00°00'00" West, a distance of 190.40 feet to the POINT OF BEGINNING.

Said land situate, lying and being in the City of Oakland Park, Broward County, Florida, and containing 115,077 square feet more or less.

CERTIFIED TO: The School Board of Broward County, Florida; Broward School Board Leasing Corp.; Wachovia Bank, National Association, As Trustee; Ambac Assurance Corporation; Financial Security Assurance, Inc.; MBIA Insurance Corporation; and Financial Guaranty Insurance Company.

Nova High/Middle

Senior High School:

A portion of Tracts 66, 9, 65, and 8, of Davie Tract, EVERGLADES LAND SALES, according to the Plat thereof recorded in Plat Book 2, Page 34, of the Public Records of Miami-Dade County, Florida together with a portion of street right-of-way of said Davie Tract, EVERGLADES LAND SALES; and a portion of Tiers 35 and 37 of NEWMAN'S SURVEY according to the Plat thereof recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida, together with a portion of street rights-of-way; and a portion of Blocks 1 and 2 together with street rights-of-way of THIRD ADDITION TO DAVIE according to the Plat thereof recorded in Plat Book 14, Page 26, of the Public Records of Broward County, Florida; and a portion of Blocks 3, 4, 5 and 6 together with streets rights-of-way of HOLLYWOOD VILLAS, according to the Plat thereof recorded in Plat Book 12, Page 10, of the Public Records of Broward County, Florida; all more fully described as follows:

COMMENCING at a point on the centerline of 40 foot street right-of-way, said point being South 88° 04' 35" West a distance of 20.00 feet from the Southwest corner of said Tract 21 of said Davie Tract; thence North 88° 04' 35" East along the Westerly extension of the South line of said Tract 21 and along the South line of said Tract 21, a distance of 1323.37 feet; thence North 88° 09' 40" East along the South line of said HOLLYWOOD VILLAS a distance of 952.15 feet; thence North 14° 43' 30" East a distance of 52.16 feet to the Point of Beginning; thence South 88° 09' 40" West a distance of 928.51 feet; thence North 2° 12' 25" West a distance of 60.99 feet; thence North 14° 43' 30" East a distance of 1796.76 feet; thence South 75°-16'-30" East a distance of 907.75 feet; thence South 14° 43' 30" West a distance of 1590.41 feet to the Point of Beginning.

Containing 35.930 acres, more or less.

Junior High School:

A portion of Tiers 33 and 35 of NEWMAN'S SURVEY, according to the Plat thereof recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida together with a portion of street Right-of-Way of said NEWMAN'S SURVEY, and portions of Tracts 65, 8 and 9 of Davie Tract – EVERGLADES LAND SALES, according to the Plat thereof recorded in Plat Book 2, Page 34, of the Public Records of Miami-Dade County, Florida, together with a portion of street Rights-of-Way of Davie Tract, EVERGLADES LAND SALES, and a portion of Blocks 4 and 5 of HOLLYWOOD VILLAS, according to the Plat thereof recorded in Plat Book 12, Page 10, of the Public Records of Broward County, Florida together with portions of streets Rights-of-Way of said HOLLYWOOD VILLAS, and a portion of Block 1, together with portions of street Rights-of-Way of THIRD ADDITION TO DAVIE, according to the Plat thereof recorded in Plat Book 14, Page 26, of the Public Records of Broward County, Florida, and a portion of Blocks 1, 2, 3, 4, 5, 6 and 7, together with portions of Street Rights-of-Way of SECOND ADDITION TO DAVIE, according to the Plat thereof recorded in Plat Book 6, Page 40, of the Public Records of Broward County, Florida, all more fully described as follows:

COMMENCING at a point on the centerline of 40 foot street right-of-way, said point being South 88° 04' 35" West a distance of 20.00 feet from the Southwest corner of said Tract 21 of said Davie Tract; EVERGLADES LAND SALES; thence North 88° 04' 35" East along the Westerly extension of the South line of said Tract 21 and along the South line of said Tract 21, a distance of 1,323.37 feet; thence North 88° 09' 40" East along the South line of said THIRD ADDITION TO DAVIE, a distance of 952.15 feet; thence North 14° 43' 30" East a distance of 52.16 feet to the Point of Beginning; thence continue North 14° 43' 30" East a distance of 1,590.41 feet; thence South 75° 16' 30" East a distance of 863.00 feet; thence South 14° 43' 30" West a distance of 1,333.73 feet; thence South 88° 09' 40" West a distance of 900.36 feet to the Point of Beginning.

Containing 28,966 acres more or less.

Oakland Park Elementary

All of Lots 3 through 5 inclusive, Block 61 OAKLAND PARK, SECTION ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 39 of the public records of Broward County, Florida, less the north 5.00 feet and the south 8.00 feet thereof.

Said land lying and situate in Broward County, Florida.

Pines Middle

A PORTION OF TRACTS 4 AND 29 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION" OF SECTION 17, TOWNSHIP 51 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 2 AT PAGE 75 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, A PORTION OF LOTS 1 THROUGH 10 AND A PORTION OF PARCEL "F" OF BLOCK 9, ALL OF BLOCKS 10 AND 11, A PORTION OF LOTS 1 THROUGH 9, BLOCK 12 ALL OF LOTS 1 THROUGH 7 AND 12 THROUGH 17 AND A PORTION OF LOTS 8 AND 11, BLOCK 15, A PORTION OF N.W. 90TH AVENUE, A PORTION OF N.W. 91ST AVENUE, ALL OF N. W. 3RD STREET, ALL OF N. W. 4TH STREET, ALL OF SOUTH PETERSON LAKE DRIVE, AS SHOWN ON THAT CERTAIN PLAT OF "BOULEVARD COUNTRY CLUB ESTATES, SECTION ONE" AS RECORDED IN PLAT BOOK 54 AT PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF HOLLYWOOD BOULEVARD AND DOUGLAS ROAD, ALSO BEING THE EAST ¼ CORNER OF SAID SECTION 17; THENCE RUN DUE NORTH ALONG THE EAST LINE OF SAID SECTION 17 FOR 660.00 FEET; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 660.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTH ½ OF SAID SECTION 17 FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 1077.94 FEET; THENCE RUN DUE NORTH ALONG A LINE PARALLRL WITH AND 1127.94 FEET WEST OF AS MEASURED AT RIGHT ANGELS TO, THE AFFOEMENTIONED EAST LINE OF SAID SECTION 17 FOR 725.00 FEET; THENCE RUN NORTH 89 DEGREES 55 MINUTES 30 SECONDS EAST ALONG A LINE PARALLEL WITH AND 1385.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGELS TO, THE SOUTH LINE OF THE NORTH ½ OF SAID SECTION 17 FOR 1077.94; THENCE RUN DUE SOUTH, ALONG A LINE PARALLEL WITH AND 50.00 FEET WEST OF, AS MEASURED AT RIGHT ANGELS TO, THE EAST LINE OF SAID SECTION 17 FOR 725.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE SOUTH 50.00 FEET OF LOTS 1 THROUGH 3, INCLUSIVE, THE EAST 40.00 FEET OF THE SOUTH 50.00 FEET OF LOT 4, THE EAST 40.00 FEET OF LOT 15, AND ALL OF LOTS 16 THROUGH 18, INCLUSIVE, BLOCK 12:

TOGETHER WITH:

LOT 8, LESS THE NORTH 10.00 FEET THEREOF, LOT 11 LESS THE NORTH 30.00 FEET THEREOF, AND ALL OF LOTS 9 AND 10, BLOCK 15;

TOGETHER WITH:

THAT PORTION OF N. W. 90TH AVENUE (50 FOOT RIGHT OF WAY) LYING BETWEEN THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 12 AND THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 50.00 FEET OF LOT 1, BLOCK 12, ALL OF THE FOREGOING BEING A PORTION OF "BOULEVARD COUNTRY CLUB ESTATES SECTION ONE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING (20.76 ACRES) MORE OR LESS.

Ramblewood Middle

A portion of Parcel D, RAMBLEWOOD SOUTH, according to the Plat thereof, as recorded in Plat Book 78, Page 19, of the Public Records of Broward County, Florida, described as follows:

Commencing at the southwest corner of said Parcel D; thence N13°22'16"E along the west line of said Parcel D a distance of 668.67 feet; thence S76°37'44"E, 251.04 feet to the Point of Beginning; thence continue S76°37'44"E, 290.74 feet; thence S13°22'16"W, 133.22 feet; thence N76°37'44"W 291.16; thence N13°33'05"E, 133.22 feet to the Point of Beginning.

Said land lying and situate in Broward County, Florida.

Rickards Middle

A portion of the North three-quarters (N3/4) of the Northeast one-quarter (NE1/4) of the Southeast one-quarter (SW1/4), lying West of the Florida East Coast Railroad right-of-way of Section 11, Township 49 South, Range 42 East, being more fully described as follows:

COMMENCING at the Southwest corner of Lot 2, PINE CREST SHOPPING CENTER, according to the plat thereof, as recorded in Plat Book 104, Page 30 of the Public Records of Broward County, Florida; thence South 89°55'31" West on the South line of said Lot 2, a distance of 43.94 feet; thence South 00°13'42" East, a distance of 196.22 feet to the POINT OF BEGINNING; thence continue South 00°13'42" East, a distance of 192.68 feet; thence South 89°46'18" West, a distance of 327.64 feet; thence North 00°13'42" West, a distance of 193.68 feet; thence North 89°46'18" East, a distance of 327.64 feet, to the POINT OF BEGINNING.

Said lands situate lying and being in the City of Oakland Park, Broward County, Florida, and containing 63,130 square feet or 1.45 acres more or less.

Sandpiper Elementary

A portion Parcel 10b "WELLEBY N.W. QUADRANT" according to the Plat thereof, as recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the most Northeasterly corner of said Parcel 10b; thence run S36°30'00"E along the Easterly line of said Parcel 10b for 93.51 feet; thence run S53°30'00"W along the Easterly line of said Parcel 10b for 110.30 feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 50.00 feet and a central angle of 60°20'00"; thence run along the arc of said curve and the Easterly line of said Parcel 10b for an arc distance of 52.65 feet to the point of tangency; thence run S06°50'00"E along the Easterly boundary of said Parcel 10b for 297.28 feet to the point of curvature of a circular curve concave to the East, having a radius of 115.00 feet and a central angle of 16°45'00"; thence run along the arc of said curve and the Easterly line of said Parcel 10b for an arc distance of 33.62 feet to the point of tangency; thence run S23°35'00"E along the Easterly line of said Parcel 10b for 7.94 feet; thence run S65°07'33"W for 39.54 feet to the Point of Beginning; thence continue S65°07'33"W for 87.08 feet; thence run S24°52'27"E for 85.31 feet; thence run N65°07'33"E for 87.08 feet; thence run N24°52'27"W for 85.31 feet to the Point of Beginning.

Seagull School

The west 230' of the east 640' of the north 240' of the south 415' of Tract "A" of the Amended Plat of The Resubdivision of Blocks 8, 9, 10 and 11 of Everglades Land Sales Company Second Addition to Lauderdale, according to the plat thereof, as recorded in Plat Book 45, Page 12, of the Public Records of Broward County, Florida.

Said land lying and situate in Broward County, Florida.

Silver Lakes Middle

[TO COME]

Stranahan High

The west 250 feet of the east 740 feet of the north 160 feet of the south 580 feet of Block "D", RIVERSIDE NO. 2, according to the Plat thereof, as recorded in Plat Book 1, Page 104, of the Public Records of Dade County, Florida.

Said land lying and situate in Broward County, Florida.

Tamarac Elementary

A PORTION OF THE SOUTHEAST ONE QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 41 EAST BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL A OF TAMARAC MULTIPURPOSE CENTER PLAT AS RECORDED IN PLAT BOOK 145, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG NORTHERLY BOUNDARY OF SAID PARCEL A NORTH 88°22'08" EAST 134.60 FEET; THENCE NORTH 01°37'52" WEST 40.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°36'53" WEST 18.08 FEET; THENCE SOUTH 88°22'08" WEST 13.08 FEET; THENCE NORTH 01°37'52" WEST 68.58 FEET; THENCE NORTH 88°22'08" EAST 13.08 FEET; THENCE NORTH 01°39'03" WEST 15.33 FEET; THENCE NORTH 88°22'08" EAST 128.25 FEET; THENCE NORTH 01°37'52" WEST 4.67 FEET; THENCE SOUTH 88°20'54" WEST 17.50 FEET; THENCE NORTH 01°37'52" WEST 55.09 FEET; THENCE NORTH 88°21'47" EAST 83.92 FEET; THENCE SOUTH 01°37'52" EAST 148.67 FEET; THENCE SOUTH 88°22'08" WEST 18.08 FEET; THENCE SOUTH 01°37'52" EAST 13.09 FEET; THENCE SOUTH 88°22'08" WEST 176.59 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA AND CONTAINING 25449 SQUARE FEET (0.584 ACRES) MORE OR LESS.

Walker Elementary

Portion of Parcel "A" Revised Plat of Blocks 8 and 9 TUSKEGEE PARK, according to the plat thereof as recorded in Plat Book 48, Page 2 of the Public Records of Broward County and being more fully described as follows:

Commencing at the Northeast corner of said Parcel "A"; thence South 88°37'13" West, on the North line of said Parcel "A", a distance of 212.62 feet; thence South 01°22'46" East, a distance of 25.10 feet to the Point of Beginning; thence continuing South 01°22'46" East, a distance of 111.00 feet; thence North 88°37'13" East, a distance of 192.16 feet; thence North 01°23'17" West, a distance of 111.00 feet; thence South 88°37'14" West, a distance of 192.14 feet, to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County and containing 21,328 square feet more or less.

Western High

A portion of Tracts 41, 42, 43, 44 and 45 lying in the Southwest one-quarter (SW1/4) of Section 11, Township 30 South, Range 40 East, according to the Plat of FLORIDA LANDS COMPANY'S SUBDIVISION No. 1, as recorded in Plat Book 2, Page 17, public records of Dade County, Florida, being more particularly described as follows:

Commencement at the Southwest corner of said Southwest one-quarter (SW1/4) of Section 11; thence on an assumed bearing of North 89°48'14" East, on the South line of said Southwest one-quarter (SW1/4), a distance of 1290.68 feet; thence North 00°11'28" West, on line 30.0 feet West of and parallel with the East line of said Tract 41, a distance of 90.00 feet; thence South 44°48'23" West, a distance of 49.50 feet; thence South 89°48'14" West, on a line 55.0 feet North of and parallel with the South line of said Southwest one-quarter (SW1/4), a distance of 282.91 feet; thence North 00°11'33" West, a distance of 361.47 feet to the Point of Beginning; thence continue thence North 00°11'33" West, a distance of 52.12 feet; thence South 89°48'27" West, a distance of 60.92 feet; thence North 00°11'33" West, a distance of 198.54 feet; thence North 89°48'27" East, a distance of 99.75 feet; thence North 00°11'33" West, a distance of 115.17 feet; thence South 89°48'27" West, a distance of 95.29 feet; thence North 00°11'33" West, a distance of 318.75 feet; thence South 89°48'27" West, a distance of 115.75 feet; thence North 00°11'33" West a distance of 32.00 feet; thence South 89°48'27" West, a distance of 59.79 feet; thence South 00°11'33" East, a distance of 89.29 feet; thence South 50°50'11" West, a distance of 112.49 feet; thence South 89°48'27" West, a distance of 114.33 feet; thence South 00°11'33" East, a distance of 174.87 feet; thence North 89°48'27" East, a distance of 103.79 feet; thence South 00°11'33" East, a distance of 131.42 feet; thence North 89°48'27" East, a distance of 144.33 feet; thence South 00°11'33" East, a distance of 201.25 feet; thence North 89°48'27" East, a distance of 76.58 feet; thence South 00°11'33" East, a distance of 49.00 feet; thence North 89°48'27" East, a distance of 109.08 feet to the Point of Beginning.

Said land situate, lying and being in the Town of Davie, Broward County, Florida, and containing 171.032 square feet, more or less.

B. PERMITTED ENCUMBRANCES

Atlantic West Elementary

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Oriole Margate Section 3, as recorded in Plat Book 74, Page 45, of the Public Records of Broward County, Florida.
2. Reservations in favor of the State of Florida, as set forth in the deed from the Commissioners of the Everglades Improvement District of the State of Florida, recorded September 18, 1919, in Deed Book 10, Page 74, as affected by instrument recorded in O.R. Book 4976, Page 410, of the Public Records of Broward County, Florida.
3. Right of Way agreement filed December 12, 1969, and recorded in O.R. Book 4092, Page 522, of the Public Records of Broward County, Florida.

Challenger Elementary

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of V.G.C. Park Replat, as recorded in Plat Book 146, Page 15, of the Public Records of Broward County, Florida..
2. Order of Taking recorded in O.R. Book 31950, Page 1381, of the Public Records of Broward County, Florida.
3. Stipulated Final Judgment recorded in O.R. Book 33151, Page 1372, of the Public Records of Broward County, Florida.
4. Utility Easement Agreement recorded in O.R. Book 32289, Page 1697, of the Public Records of Broward County, Florida.
5. Non-Exclusive Access Easement Agreement recorded in O.R. Book 27170, Page 250, of the Public Records of Broward County, Florida.
6. Agreement recorded in O.R. Book 27170, Page 240, of the Public Records of Broward County, Florida.

Coral Glades High "JJJ"

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of CORAL SPRINGS REGIONAL PARK ADDITION, as recorded in Plat Book 156, Page 32, together with Resolution No. 94-109 recorded in O.R. Book 21776, Page 158, of the Public Records of Broward County, Florida.
2. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 240, of the Public Records of Broward County, Florida.
3. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 423, Page 176, of the Public Records of Broward County, Florida.
4. Reservations contained in County Deed recorded in Deed Book 552, Page 542 of the Public Records of Broward County, Florida.
5. Revised Notice recorded in O.R. Book 15550, Page 524, of the Public Records of Broward County, Florida.
6. Agreement recorded in O.R. Book 22384, Page 911, of the Public Records of Broward County, Florida.
7. Memorandum of Agreement recorded in O.R. Book 30599, Page 745 of the Public Records of Broward County, Florida.
8. Non-Disturbance Agreement recorded in O.R. Book 35960, Page 1287 of the Public Records of Broward County, Florida.
9. Lease Agreements recorded in O.R. Book 35998, Page 950 and 955 of the Public Records of Broward County, Florida.
10. Interlocal Agreement; Ground Lease and Joint Use Agreement recorded in O.R. Book 33903, Page 717, of the Public Records of Broward County, Florida.

Coral Springs High

1. Easement to Florida Power & Light Company contained in instrument recorded July 23, 1976, in O.R. Book 6663, Page 832, of the Public Records of Broward County, Florida.
2. Easement to Florida Power & Light Company contained in instrument recorded December 10, 1976, in O.R. Book 6829, Page 398, of the Public Records of Broward County, Florida.

3. Easement to Florida Power & Light Company contained in instrument recorded September 1, 1977, in O.R. Book 7183, Page 553, of the Public Records of Broward County, Florida.
4. Easement to Florida Power & Light Company contained in instrument recorded November 29, 1977, in O.R. Book 7307, Page 830, of the Public Records of Broward County, Florida.
5. Right of Way Deed for Sample Road Extension filed October 10, 1969, and recorded in O.R. Book 4045, Page 778, of the Public Records of Broward County, Florida.
6. Right of Way Deed for Sample Road filed August 17, 1988, and recorded in O.R. Book 15700, Page 1, of the Public Records of Broward County, Florida.
7. Grant of Easement for Drainage Culvert Location recorded in O.R. Book 17786, Page 450, as affected by instruments recorded in O.R. Book 22866, Page 152; O.R. Book 17786, Page 418; and, O.R. Book 22866, Page 159, all of the Public Records of Broward County, Florida.

Coral Springs Middle

1. Reservations recorded in Deed Book 40, Page 42, of the Public Records of Palm Beach County, Florida.
2. Reservations recorded in Deed Book 46, Page 240, of the Public Records of Maimi-Dade County, Florida.
3. Quit Claim Deed to Florida National Properties, Inc. recorded in O.R. Book 3215, Page 535, of the Public Records of Broward County, Florida.
4. Ordinance recorded in O.R. Book 2995, Page 658, of the Public Records of Broward County, Florida.
5. Right of Way Deed recorded in O.R. Book 3133, Page 181, of the Public Records of Broward County, Florida.
6. Easement to Florida Power & Light Company contained in instrument recorded January 16, 1968, in O.R. Book 3579, Page 129, of the Public Records of Broward County, Florida.
7. Easement in favor of Sunshine Drainage District contained in instrument recorded August 29, 1973, in O.R. Book 5423, Page 852, of the Public Records of Broward County, Florida.
8. Easement to Florida Power & Light Company contained in instrument recorded July 18, 1974, in O.R. Book 5856, Page 760, of the Public Records of Broward County, Florida.
9. Deeds to the City of Coral Springs, recorded in O.R. Book 5634, Page 945, and O.R. Book 5893, Page 160, of the Public Records of Broward County, Florida.

Cypress Bay High

1. Easement in favor of Florida Power and Light Company, contained in instrument recorded June 2, 1971, in O.R. Book 4514, Page 695, of the Public Records of Broward County, Florida..
2. Easement in favor of City of Pompano Beach, contained in instrument recorded November 27, 1979, in O.R. Book 8580, Page 50, of the Public Records of Broward County, Florida.
3. Easement in favor of City of Pompano Beach, contained in instrument recorded November 27, 1979, in O.R. Book 8580, Page 51, of the Public Records of Broward County, Florida..
4. Ordinance recorded in O.R. Book 36688, Page 1063, of the Public Records of Broward County, Florida.

Elementary School (Area A #2)

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of C & P Properties Plat, as recorded in Plat Book 160, Page 34, Public Records of Broward County, Florida.
2. Grant of Easement to The City of Sunrise recorded in Official Records Book 7260, Page 593.
3. Terms and provisions contained in Agreement between Broward County and North Broward Hospital District recorded in Official Records Book 24820, Page 879.
4. Terms and Provisions contained in Declaration of Covenant for Cross Access recorded in Official Records Book 25843, Page 388.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

Forest Glen Middle

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Turtle Run, as recorded in Plat Book 131, Page 12; as affected by instruments recorded in O.R. Book 14546, Page 140, O.R. Book 15247, Page 392, O.R. Book 16938, Page 513, O.R. Book 16965, Page 822, and as affected by Resolution No. 90-2180, O.R. Book 17661, Page 712, O.R. Book 21549, Page 369, O.R. Book 22443, Page 762, O.R. Book 23579, Page 32, and O.R. Book 16010, Page 874, Public Records of Broward County, Florida.
2. Easements in favor of Florida Power & Light Co. recorded in O.R. Book 11719, Page 60, and O.R. Book 16619, Page 341, Public Records of Broward County, Florida.
3. Drainage and Flowage Easement in favor of Broward County recorded in O.R. Book 12401, Page 848; together with Quit Claim Deed recorded in O.R. Book 15636, Page 544, Public Records of Broward County, Florida.
4. Non-Exclusive Utility Easement in favor of Florida Power & Light Co. recorded in O.R. Book 12510, Page 921, Public Records of Broward County, Florida.
5. Declaration and General Protective Covenants for Turtle Run recorded January 21, 1987, in O.R. Book 14098, Page 742; together with amendments/related instruments recorded in O.R. Book 14535, Pages 83 & 88, O.R. Book 14920, Page 16, O.R. Book 16386, Page 98, O.R. Book 17002, Page 912, and O.R. Book 24039, Page 470, Public Records of Broward County, Florida.
6. Grant of Easement in favor of Southern Bell Telephone and Telegraph Company recorded in O.R. Book 12416, Page 688, Public Records of Broward County, Florida.
7. City of Coral Springs Ordinance No. 86-173 recorded March 19, 1987, in O.R. Book 14269, Page 736, Public Records of Broward County, Florida.
8. Developer's Agreement for Sewage Collection Service by and between Broward County and Turtle Run Venture recorded July 9, 1987, recorded in O.R. Book 14604, Page 139, Public Records of Broward County, Florida.
9. Addendum to unrecorded Agreement for Construction and Installation of Water and Sewer Lines and Paving and Drainage Improvements recorded March 23, 1988, recorded in O.R. Book 15286, Page 821, Public Records of Broward County, Florida.
10. Agreement recorded in O.R. Book 15649, Page 775; together with Amendment recorded in O.R. Book 15649, Page 786, Public Records of Broward County, Florida.
11. City of Coral Springs Resolution No. 89-223 recorded October 16, 1989, in O.R. Book 16844, Page 770, Public Records of Broward County, Florida.
12. Prewire Agreement for Cable Television Service in favor of American Cablesystems of Florida, Ltd. d/b/a Continental Cablevision of Broward County recorded November 21, 1995, in O.R. Book 24164, Page 265, Public Records of Broward County, Florida.

Hallandale High

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of MEEKINS ADDITION NO. 1 AMENDED, as recorded in Plat Book 26, Page 50, Public Records of Broward County, Florida.
2. Resolution Vacating Streets recorded September 22, 1960 in O.R. Book 2031, Page 335, Public Records of Broward County, Florida.
3. Matters contained in Quit Claim Deed recorded August 19, 1977 in O.R. Book 7163, Page 194, Public Records of Broward County, Florida.
4. Easement in favor of Florida Power and Light Company, contained in instrument recorded September 22, 1977, in O.R. Book 7211, Page 820, Public Records of Broward County, Florida.

Hollywood Hills High

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of POMPANO BEACH HIGHLANDS SECTION TWO, as recorded in Plat Book 36, Page(s) 21, Public Records of Broward County, Florida.
2. Easement to Florida Power & Light recorded in O.R. Book 1294, Page 421, Public Records of Broward County, Florida.
3. Matters as contained in Deeds recorded in O.R. Book 3205, Page 642 and O.R. Book 3518, Page 727, Public Records of Broward County, Florida.
4. Easement Deed recorded in O.R. Book 9833, Page 631, Public Records of Broward County, Florida.
5. Ordinance recorded in O.R. Book 11148, Page 982, Public Records of Broward County, Florida.

Indian Ridge Middle

1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
2. Easements or claims of easements not shown by the public records.
3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Nob Hill Village, as recorded in Plat Book 134, Page(s) 26, together with and as amended by the Agreement for Amendment of Notation on Plat recorded in O.R. Book 15808, Page 681, Agreement Relating to Amendment of Notation on Plat recorded in O.R. Book 23605, Page 242, Agreement Relating to Non-Vehicular Access Lines recorded in O.R. Book 24970, Page 792, Town of Davie Ordinance No. 2000-10 Accepting a Warranty Deed attached thereto from Broland, Inc. to the Town of Davie recorded in O.R. Book 30506, Page 1303, Public Records of Broward County, Florida.(Note: Broland, Inc. subsequently conveyed the same property that they previously conveyed to the Town of Davie, by the Warranty Deed recorded in O.R. Book 30734, Page 1707)
4. Covenants, conditions and restrictions recorded May 15, 1987, in O.R. Book 14442, Page 535, Public Records of Broward County, Florida.
5. Covenants, conditions and restrictions recorded December 29, 1988, in O.R. Book 16073, Page 167, Public Records of Broward County, Florida.
6. Drainage Easement from Broland, Inc. to the William Lyon Company recorded in O.R. Book 16077, Page 282, Public Records of Broward County, Florida.
7. Sewer Easement from Broland, Inc. to The William Lyon Company recorded in O.R. Book 16077, Page 286, Public Records of Broward County, Florida.
8. Grant of Temporary Construction Easement from Broland, Inc. to The William Lyon Company recorded in O.R. Book 16077, Page 290, Public Records of Broward County, Florida.(Note: this instrument does not contain a date of expiration or duration thereof)
9. Covenants, conditions and restrictions recorded January 31, 1989, in O.R. Book 16157, Page 738, Public Records of Broward County, Florida.(Note: the insured property may have been erroneously included on Exhibit "A" of this instrument, since Page 17 of this instrument states that the Budget is attached as Exhibit "A" thereto)
10. Bill of Sale Absolutes to the City of Sunrise recorded in O.R. Book 17804, Page 791 and O.R. Book 18397, Page 503, Public Records of Broward County, Florida.
11. Covenants, conditions and restrictions recorded February 15, 1995, in O.R. Book 23142, Page 220, Public Records of Broward County, Florida.
12. Agreement with Broward County Phasing Installation of Required Improvements recorded in O.R. Book 24970, Page 782, Public Records of Broward County, Florida.

Lloyd Estates Elementary

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of LLOYD ESTATES SCHOOL SITE, as recorded in Plat Book 62, Page(s) 23, Public Records of Broward County, Florida.
2. Easement recorded in O.R. Book 4514, Page 626, Public Records of Broward County, Florida.

Margate Elementary

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of IBEC Addition No.4, as recorded in Plat Book 50, Page(s) 29, Public Records of Broward County, Florida.
2. Reservations contained in the Deed from the Board of Commissioners of Everglades Drainage District recorded in Deed Book 10, Page 74, Public Records of Broward County, Florida.(Note: These Reservations were released as to the remainder of this Plat by the Release recorded in O.R. Book 1949, Page 145; but said Parcel C was not released)
3. Exclusive Gas Franchise granted to Household Gas Company by the instrument recorded in O.R. Book 1004, Page 629, as amended by O.R. Book 1075, Page 35, and subsequently assigned to Florida-Gulfstream Gas Corporation by the Assignment recorded in O.R. Book 1447, Page 588, Public Records of Broward County, Florida.
4. Exclusive Water and Sewer Franchise granted to South Broward Water Company by the instrument recorded in O.R. Book 1221, Page 404, as assigned to Margate Utilities Corporation by the Assignment recorded in O.R. Book 1221, Page 414, Public Records of Broward County, Florida.
5. Covenants, conditions, and restrictions recorded in O.R. Book 2002, Page 816, Public Records of Broward County, Florida, which contain provisions creating easement(s).
6. Easement to Florida Power & Light Company recorded in O.R. Book 4514, Page 680, Public Records of Broward County, Florida.
7. Public Works Bond recorded in O.R. Book 32192, Page 1492, Public Records of Broward County, Florida.
8. County Wetlands Ordinance recorded in O.R. Book 34145, Page 1891, Public Records of Broward County, Florida.
9. Florida Power & Light Company Easement recorded in O.R. Book 42586, Page 1808, Public Records of Broward County, Florida.

Northeast High

1. Easements Agreement recorded in O.R. Book 2024, Page 868, and O.R. Book 2045, Page 209, both of the Public Records of Broward County, Florida..
2. Matters contained in Deeds to Broward County recorded in O.R. Book 2156, Page 651; O.R. Book 2404, Page 903; and O.R. Book 2691, Page 488, all of the Public Records of Broward County, Florida.

3. Matters contained in Warranty Deeds recorded in O.R. Book 3167, Pages 846, 848, 850, and 852, all of the Public Records of Broward County, Florida..
4. Easements in favor of Florida Power and Light Company contained in instrument recorded February 11, 1965, in O.R. Book 2961, Page 54, and August 27, 1976, in O.R. Book 6704, Page 966, both of the Public Records of Broward County, Florida.
5. Bill of Sale Absolute recorded in O.R. Book 7226, Page 502 and O.R. Book 7226, Page 516, both of the Public Records of Broward County, Florida.
6. Matters contained in Deeds recorded in Deed Book 242, Page 211, and O.R. Book 1962, Page 180, both of the Public Records of Broward County, Florida.

Nova High/Middle

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NEWMANS SURVEY, as recorded in Plat Book 2, Page(s) 26, Public Records of Miami-Dade County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of EVERGLADES LAND SALES COMPANY, as recorded in Plat Book 2, Page(s) 34, Public Records of Miami-Dade County, Florida.
3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SECOND ADDITION TO DAVIE, as recorded in Plat Book 6, Page(s) 40, Public Records of Broward County, Florida.
4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of HOLLYWOOD VILLAS, as recorded in Plat Book 12, Page(s) 10, Public Records of Broward County, Florida.
5. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of THIRD ADDITION TO DAVIE, as recorded in Plat Book 14, Page(s) 26, Public Records of Broward County, Florida.
6. Resolution recorded in O.R. Book 2442, Page 379, Public Records of Broward County, Florida.
7. Construction Easement recorded in O.R. Book 2664, Page 42, Public Records of Broward County, Florida.
8. Dedication recorded in O.R. Book 2678, Page 637, Public Records of Broward County, Florida.
9. Quit Claim Deed recorded in O.R. Book 1421, Page 465, Public Records of Broward County, Florida.

Oakland Park Elementary

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of OAKLAND PARK SECOND ADDITION, as recorded in Plat Book 1, Page(s) 39, Public Records of Broward County, Florida.
2. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 370, Page 329, Public Records of Broward County, Florida.
3. Matters contained in Quit Claim Deed recorded in O.R. Book 2466, Page 333, Public Records of Broward County, Florida.
4. Grant of Easement recorded in O.R. Book 5683, Page 548, Public Records of Broward County, Florida.
5. Utility Easement (Corporate) recorded in O.R. Book 36857, Page 1114, Public Records of Broward County, Florida.

Pines Middle

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of EVERGLADES SUGAR & LAND CO., as recorded in Plat Book 2, Page 25, Public Records of Miami-Dade County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of BOULEVARD COUNTRY CLUB ESTATES – SECTION ONE, as recorded in Plat Book 54, Page 3, Public Records of Broward County, Florida.

Ramblewood Middle

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of RAMBLEWOOD SOUTH, as recorded in Plat Book 78, Page 19, Public Records of Broward County, Florida.
2. Easement to Florida Power and Light Company recorded in O.R. Book 7147, Page 117, Public Records of Broward County, Florida.

Rickars Middle

1. Easement Deed recorded in O.R. Book 1362, Page 354, Public Records of Broward County, Florida.
2. Ordinance recorded in O.R. Book 11825, Page 970, Public Records of Broward County, Florida.

Sandpiper Elementary

Restrictions, conditions, reservations, easements and other matters contained on the Plat of Welleby N.W. Quadrant, as recorded in Plat Book 110, Page 48, as corrected by the Surveyor Affidavits recorded in O.R. Book 10814, Page 982 and O.R. Book 11228, Page 956, Public Records of Broward County, Florida.

Seagull School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of AMENDED PLAT OF THE RESUBDIVISION OF BLOCKS 8, 9 10 AND 11 OF EVERGLADES LAND SALES COMPANY SECOND ADDITION TO LAUDERDALE, as recorded in Plat Book 45, Page 12, Public Records of Broward County, Florida.
2. Utility Easement contained in instrument recorded February 1, 1991 in O.R. Book 18113, Page 230, Public Records of Broward County, Florida.

Silver Lakes Middle

[TO COME]

Stranahan High

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of RIVERSIDE NO. 2, as recorded in Plat Book 1, Page 104, Public Records of Miami-Dade County, Florida.
2. Easement recorded in O.R. Book 1359, Page 94, Public Records of Broward County, Florida.

Tamarac Elementary

Water & Sewer Utility Easement recorded in O.R. Book 14346, Page 922, Public Records of Broward County, Florida.

Walker Elementary

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of REVISED PLAT OF BLOCKS 8 & 9 OF TUSKEGEE PARK, as recorded in Plat Book 48, Page 2, Public Records of Broward County, Florida.
2. Sanitary Sewerage Agreement recorded in O.R. Book 1769, Page 398, Public Records of Broward County, Florida.

Western High

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida.
2. Easements to Florida Power & Light recorded in O.R. Book 16036, Page 707, O.R. Book 20427, Page 932, and O.R. Book 27916, Page 963, Public Records of Broward County, Florida.

EXHIBIT C TO SCHEDULE 2005A-1

Series 2015A Certificate of Participation

<u>Period Ending</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Lease Payment</u>	<u>Remaining Principal</u>
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Series 2015A Certificate of Participation

<u>Period</u> <u>Ending</u>	<u>Principal</u> <u>Portion</u>	<u>Interest</u> <u>Portion</u>	<u>Lease</u> <u>Payment</u>	<u>Remaining</u> <u>Principal</u>
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