

**SCHEDULE 2004-1**  
**dated as of June 1, 2004,**  
**as amended and restated as of June 1, 2006**  
**as amended as of June 1, 2008,**  
**as amended as of June 1, 2009, and**  
**as amended and restated as of March 10, 2011**  
**as amended and restated as of May 1, 2012,**  
**as amended and restated as of February 1, 2014,**  
**as further amended and rested January 1, 2015**  
**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**  
**as Successor Trustee and Assignee (the “Trustee”)**

THIS AMENDED AND RESTATED SCHEDULE 2004-1 (the “Schedule”) 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 2004-1 Facilities herein described. The Trustee, as assignee of the Corporation hereby demises, leases and subleases to the School Board, and the School Board hereby hires, takes, leases and subleases from the Trustee, the Series 2004-1 Facilities and the Series 2004-1 Facility Sites described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 of the Series 2004 Ground Lease (hereinafter defined). The Master Lease with respect to this Schedule and as modified and supplemented hereby, is referred to herein as the “Series 2004-1 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 All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby are incorporated herein by reference.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 2004-1 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 2004 Supplemental Trust Agreement, Series 2012A Supplemental Trust Agreement and Series 2014A Supplemental Trust Agreement, as appropriate.

**“Assignment Agreement”** shall mean the Series 2004 Assignment Agreement dated as of June 1, 2004, between the Corporation and the Trustee.

**“Certificates”** or **“Series of Certificates”** shall mean collectively, the Series 2004C Certificates, the Series 2012A Certificates allocable to the Series 2004-1 Lease and the Series 2014A Certificates.

**“Commencement Date”** for the Series 2004-1 Lease is June 30, 2004.

**“Continuing Disclosure Certificate”** shall mean (i) that certain Continuing Disclosure Certificate, dated June 30, 2004, executed and delivered by the School Board in connection with the issuance of the Series 2004C Certificates, and (ii) that certain Continuing Disclosure Certificate, dated May 9, 2012, executed and delivered by the School Board in connection with the issuance of the Series 2012A Certificates (collectively, the “Continuing Disclosure Certificate”).

**“Insurer Payment Rate”** shall mean the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A. (“Chase”) at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by Chase) plus 3% and (ii) the applicable rate on the Series 2014A Certificates, and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Insurer Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event that Chase ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the 2004D Swap Policy Provider shall specify.

**“Lease Payment Dates”** shall mean with respect to the Series 2004-1 Lease,

- (a) as to the principal portion of Basic Lease Payments,
  - (i) June 15, 2005, and each June 15 thereafter with respect to the Series 2004C Principal,
  - (ii) June 15, 2014, and each June 15 thereafter with respect to the Series 2012A Principal; and
  - (iii) June 15, 2015, June 15, 2015, and each June 15 thereafter commencing with June 15, 2020, with respect to the Series 2014A Principal.
- (b) as to Series 2004C Interest, each June 15 and December 15, commencing December 15, 2004;
- (c) as to Series 2012A Interest, each June 15 and December 15, commencing June 15, 2012; and
- (d) as to Series 2014A Interest (i) determined at a Daily Rate, a Weekly Rate or an Index Floating Rate, two (2) Business Days prior to each applicable Interest Payment Date;

(ii) determined at Certificate Interest Term Rate or Rates, five (5) Business Days prior to each respective Interest Payment Date related to such rate or rates; (iii) determined at a Long-Term Rate, each December 30 and June 30, commencing with the December 30 or June 30 next preceding the initial Interest Payment Date specified by the School Board in accordance with Section 202(d)(ii)(A) of the Series 2014A Supplemental Trust Agreement; (iv) determined at an Auction Rate, two (2) Business Days prior to each ARS Interest Payment Date; and (v) for any Series 2014A Certificate which is to be prepaid (other than by mandatory sinking fund prepayment), five (5) Business Days prior to the Prepayment Date.

**“Qualified Swap Agreement”** for purposes of this Series 2004-1 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.

**“Series 2004 Assignment Agreement”** shall mean the Series 2004 Assignment Agreement dated as of June 1, 2004, between the Corporation and the Trustee.

**“Series 2004 Ground Lease”** shall mean the Series 2004 Ground Lease dated as of June 1, 2004, between the School Board and the Corporation, as amended by Amendment No. 1 to Series 2004 Ground Lease dated as of June 1, 2006, between the School Board and the Trustee, as assignee of the Corporation.

**“Series 2004C Certificates”** shall mean the \$110,460,000 Certificates of Participation, Series 2004C dated June 30, 2004 (the “Series 2004C Certificates”), issued on a parity with the School Board’s \$113,825,000 Certificates of Participation, Series 2004D (the “Series 2004D Certificates”) under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

**“Series 2004C Credit Facility”** shall mean the municipal bond insurance policy issued by the Series 2004C Credit Facility Issuer on June 30, 2004, insuring payment of the principal and interest in respect of the Series 2004C Certificates when due.

**“Series 2004C Credit Facility Issuer”** shall mean Assured Guaranty Municipal Corp., a New York domiciled financial guaranty insurance company, or any successor thereto or assignee thereof (the “Series 2004C Credit Facility Issuer”).

**“Series 2004-1 Facilities”** shall mean the Facilities described in this Schedule 2004-1.

**“Series 2004-1 Facility Sites”** shall mean the Facility Sites described in this Schedule 2004-1 ground leased by the School Board to the Corporation, as the same may be amended or supplemented from time to time.

“**Series 2004 Supplemental Trust Agreement**” shall mean the Series 2004 Supplemental Trust Agreement dated as of June 1, 2004, between the Corporation and the Trustee, as the same may be amended or supplemented from time to time.

“**Series 2012A Certificates**” shall mean the \$270,650,000 Certificates of Participation, Series 2012A dated May 9, 2012, issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

“**Series 2012A Supplemental Trust Agreement**” shall mean the Series 2012A Supplemental Trust Agreement dated as of May 1, 2012, between the Corporation and the Trustee, as the same may be amended or supplemented from time to time.

“**Series 2014A Certificates**” shall mean the \$114,140,000 Certificates of Participation, Series 2014A dated February 27, 2014, issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

“**Series 2014A Supplemental Trust Agreement**” shall mean the Series 2014A Supplemental Trust Agreement dated as of February 1, 2014, between the Corporation and the Trustee, as the same may be amended or supplemented from time to time.

**Section 2. Lease Term.** The total of all Lease Terms of the Series 2004-1 Lease is expected to be approximately twenty-five (25) years consisting of an “Original Term” of one day, June 30, 2004, and twenty-five (25) Renewal Terms, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2004, and ending June 30, 2029, provided that on such date no Series 2004C Certificates, Series 2012A Certificates or Series 2014A Certificates are “Outstanding” under the Trust Agreement. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article III of the Master Lease.

**Section 3. Series 2004-1 Facilities Lease Purchased.** The Series 2004-1 Facilities lease-purchased under the Series 2004-1 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 2004-1 Facility Sites Ground Leased to the Corporation and Permitted Encumbrances.** The legal descriptions of the Series 2004-1 Facility Sites 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 2004 Ground Lease.

**Section 5. Application of Certain Proceeds of Series 2004C Certificates and Series 2004D Certificates, Series 2012A Certificates and the Series 2014A Certificates.** Pursuant to the provisions of Section 402 of the Series 2004 Supplemental Trust Agreement, the Trustee deposited the following sums attributable to the Series 2004-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2004C Certificates and Series 2004D Certificates and from amounts provided by, or on behalf of, the School Board:

<u>Amount</u>	<u>Account</u>
\$191,405,397.00	Series 2004 Acquisition Account
638,388.95	Series 2004 Cost of Issuance Subaccount

Pursuant to the provisions of Section 402 of the Series 2012A Supplemental Trust Agreement, the Trustee deposited the following sums attributable to the Series 2004-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2012A Certificates and from amounts provided by, or on behalf of, the School Board:

<u>Amount</u>	<u>Account</u>
\$36,454,769.70	Escrow Deposit Trust Fund
67,353.58	Series 2012A Cost of Issuance Subaccount

Pursuant to the provisions of Section 402 of the Series 2014A Supplemental Trust Agreement, the Trustee shall deposit the following sums attributable to the Series 2004-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2014A Certificates and from amounts provided by, or on behalf of, the School Board:

<u>Amount</u>	<u>Account</u>
\$113,825,000.00	Series 2004D Prepayment Account*
315,000.00	Series 2014A Cost of Issuance Account

## **Section 6. Basic Lease Payments.**

(a) The principal portion of the Basic Lease Payments, the Lease Payment Dates with respect to the principal portion and the remaining principal portion with respect to the Series 2004-1 Facilities to be lease purchased are set forth in Exhibit C. The Schedule of Basic Lease Payments shall be no less than the principal payments with respect to the portion of the Series 2004C Certificates, Series 2012A Certificates and Series 2014A Certificates relating to the Series 2004-1 Facilities and shall only be amended in the event of:

Series 2004C Certificates: a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2004C Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2004C Certificates pursuant to Section 301 or 303 of the Series 2004 Supplemental Trust Agreement or Section 801 of the Master Trust Agreement;

Series 2012A Certificates: a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2012A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2012A Certificates pursuant to Section 301 or 303 of the Series 2012A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement; or

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\* For payment of refunded certificates.

Series 2014A Certificates: (i) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2014A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2014A Certificates pursuant to Section 301 or 303 of the Series 2014A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement, (ii) a change to the mandatory sinking fund prepayments in accordance with Section 302 of the Series 2014A Supplemental Trust Agreement in connection with a change in the method of calculation of the interest portion of the Basic Lease Payments. Notwithstanding anything to the contrary herein, during a Special Period, the mandatory sinking fund prepayments during an Amortization Period shall be changed in accordance with Section 7 of Appendix I to the Series 2014A Supplemental Trust Agreement with respect to the Series 2014A-1 Certificates, and Appendix II to the Series 2014A Supplemental Trust Agreement with respect to the Series 2014A-2 Certificates; that is during an Amortization Period (as defined in Appendix I to the Series 2014A Trust Agreement or Appendix II to the Series 2014A Supplemental Trust Agreement, as applicable), the principal portion of the Basic Lease Payments and the Lease Payment Dates thereof will correspond to the amounts and due dates of the Amortization Payments.

(b) As set forth in Exhibit C attached hereto,

(i) the Series 2004C Interest shall be payable on each June 15 and December 15, commencing December 15, 2004,

(ii) the Series 2012A Interest shall be payable on each June 15 and December 15, commencing June 15, 2012, and

(iii) the Series 2014A Interest shall be payable as set forth in part (d) of the definition of Lease Payment Dates, as applicable for the Interest Rate Period then in effect. The amount of the interest portion due on each Lease Payment Date shall be the actual interest accruing on the principal portion of Basic Lease Payments during the period commencing on the applicable Interest Accrual Date and ending on the day preceding the next Interest Payment Date, calculated at the applicable rate or rates then in effect determined in accordance with the Series 2014A Supplemental Trust Agreement or as provided in the Series 2014A Supplemental Trust Agreement with respect to Provider Certificates and Outstanding Series 2014A Certificates paid by the Credit Facility Issuer, if any. At the election of the School Board in accordance with the provisions of the Series 2014A Supplemental Trust Agreement, the calculation of the interest portion of Basic Lease Payments may be converted to a Daily Rate, Certificate Interest Term Rate, Long-Term Rate, Index Floating Rate or an Auction Rate. If the interest rate represented by any Series 2014A Certificate is converted from the Index Floating Rate prior to January 31, 2015, then the purchase price of such Series 2014A Certificates paid on the Conversion Date shall include the Prepayment Premium (as defined in Appendix I to the Series 2014A Supplemental Trust Agreement) with respect to the Series 2014A-1 Certificates, and Appendix II to the Series 2014A Supplemental Trust Agreement with respect to the Series 2014A-2 Certificates). The interest portion of the Basic Lease Payments represented by the Series 2014A 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 2014A Certificates are rated within the three highest rating categories by a nationally recognized rating service.

(a) Upon the occurrence of a Determination of Taxability, the interest portion of Basic Lease Payments due under this Schedule 2004-1 will be increased in order to provide lease payments sufficient to pay the portion of (i) Series 2014A-1 Interest allocable to the Series 2004-1 Lease at an interest rate as described in Section 5(b) of Appendix I to the Series 2014A Trust Agreement and (ii) Series 2014A-2 Interest allocable to the Series 2004-1 Lease at an interest rate as described in Section 5(b) of Appendix II to the Series 2014A Trust Agreement.

(b) Upon the occurrence of a Credit Event or an Event of Default (i) (as defined in Section 5(a) of Appendix I to the Series 2014A Trust Agreement) and subject to any notice requirement described in Section 5(a) of Appendix I to the Series 2014A Trust Agreement, the rate applicable to Series 2014A-1 Interest will be increased in order to provide Lease Payments sufficient to pay the portion of Series 2014A-1 Interest allocable to the Series 2004-1 Lease at a Default Rate and (ii) (as defined in Section 5(a) of Appendix II to the Series 2014A Trust Agreement) and subject to any notice requirement described in Section 5(a) of Appendix II to the Series 2014A Trust Agreement, the rate applicable to Series 2014A-2 Interest will be increased in order to provide Lease Payments sufficient to pay the portion of Series 2014A-2 Interest allocable to the Series 2004-1 Lease at a Default Rate.

(c) During an Amortization Period (i) (as defined in Appendix I to the Series 2014A Trust Agreement), the rate applicable to Series 2014A-1 Interest will be increased in order to provide Lease Payments sufficient to pay the portion of Series 2014A-1 Interest allocable to the Series 2004-1 Lease at a Purchaser Rate (as defined in Appendix I to the Series 2014A Trust Agreement) and (ii) (as defined in Appendix II to the Series 2014A Trust Agreement), the rate applicable to Series 2014A-2 Interest will be increased in order to provide Lease Payments sufficient to pay the portion of Series 2014A-2 Interest allocable to the Series 2004-1 Lease at a Purchaser Rate (as defined in Appendix II to the Series 2014A Trust Agreement).

**Section 7. Additional Lease Payments.** Additional Lease Payments with respect to the Series 2004C Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2004-1 Lease and the Series 2004-2 Lease, except as otherwise provided herein, by the School Board on the following dates:

- |                                    |  |
|------------------------------------|--|
| 1. Trustee Fees:                   | Annual fee of \$7,000, payable annually in advance.  |
| 2. Trustee Expenses:               | Expenses billed at cost. Legal fee for Trustee counsel at closing of \$9,000. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement. |
| 3. Credit Facility Issuer Payment: | \$355,149.32 paid to the Series 2004C Credit Facility Issuer upon issuance of the Series 2004C Certificates.   |

Additional Lease Payments with respect to the Series 2012A Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2004-

1 Lease and the Series 2004-2 Lease, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$3,000.00 payable annually in advance on May of each year.
2. Trustee Expenses: Expenses billed at cost. Trustee closing expense of \$50.00. Legal fee for Trustee counsel at closing of \$4,500.00. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

Additional Lease Payments with respect to the Series 2014A Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2004-1 Lease and the Series 2004-2 Lease, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$3,500.00 payable annually in advance on May of each year.
2. Trustee Expenses: Expenses billed at cost. Trustee closing expense of \$[50.00]. Legal fee for Trustee counsel at closing of \$[4,500.00]. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3. Remarketing Agent Fee: During any period in which a Remarketing Agent is acting under the Trust Agreement, the fees and expenses set forth in an agreement with such Remarketing Agent.
4. Liquidity Provider Fee: While a Liquidity Facility is in effect with respect to any Series 2014A Certificates, the fees and expenses set forth in an agreement with the provider of such Liquidity Facility.
5. Hedge Agreement Fee: Any payment due to the 2004D Swap Provider under the Series 2004D Interest Rate Exchange Agreement and any other payments due pursuant to any other Hedge Agreement.
6. Swap Policy Provider Fee: Reimbursement of amounts paid by the Swap Policy Provider under the Swap Policy plus interest thereon, and all costs of collection thereof and enforcement of the Swap Agreement, all at the Insurer Payment Rate
7. Auction Agent Fee: During any period in which the interest portion of Basic Lease Payments is determined at an Auction Rate, the fee payable to the Auction Agent.
8. Broker-Dealer Fee: During any period in which the interest portion of Basic Lease



Payments is determined at an Auction Rate, the fee payable to the Broker-Dealers.

**Section 8. Prepayment Provisions.** In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portions of the Basic Lease Payments due as provided in Section 6 of this Schedule 2004-1 are subject to the following prepayment provisions:

**A. Optional Prepayment**

(1) Series 2004C Principal. The Series 2004C Principal due on or after June 15, 2017, shall be subject to prepayment on or after June 15, 2014, by the School Board in whole or in part at any time, and if in part, in such order of due dates of the Series 2004C Principal 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 Series 2004C Interest accrued with respect to such prepaid principal portion to the Prepayment Date.

(2) Series 2012A Principal.

(a) The principal portion of Basic Lease Payments represented by the Series 2012A Certificates due on or before June 15, 2022, shall not be subject to prepayment at the option of the School Board.

(b) The principal portion of Basic Lease Payments represented by the Series 2012A Certificates due on or after June 15, 2023, shall be subject to prepayment on or after June 15, 2022, 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 such Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to the principal portion of such Basic Lease Payments to be prepaid, without premium, plus the interest portion of such Basic Lease Payments accrued to the Prepayment Date.

(3) Series 2014A Principal.

(a) (i) During any period in which Series 2014A Interest is determined at a Daily Rate or Weekly Rate, the Series 2014A Principal is subject to optional prepayment at any time upon request of the School Board in whole or in part in such amounts and from such due dates as the School Board shall direct, at a price equal to the Series 2014A Principal to be prepaid, without premium, plus the Series 2014A Interest accrued with respect to such prepaid principal portion to the Prepayment Date.

(ii) During any period in which Series 2014A Interest is determined at a Certificate Interest Term Rate or Rates, the Series 2014A Principal is subject to optional prepayment upon request of the School Board on the day succeeding the last day of any Certificate Interest Term in the amount of the Series 2014A Principal represented by Series 2014A Certificates subject to the related Certificate Interest Term Rate to be prepaid at a price equal to the Series 2014A Principal to be prepaid, without premium, plus the Series 2014A Interest accrued with respect to such prepaid principal portion to the Prepayment Date.

(iii) During any period in which Series 2014A Principal is determined at a Long-Term Rate, the Series 2014A Principal is subject to optional prepayment upon request of the School Board in whole or in part (i) on the first day of a Long-Term Rate Period, at a Prepayment Price equal to the Series 2014A Principal to be prepaid, without premium, plus the Series 2014A Interest accrued with respect to the prepaid principal portion to the Prepayment Date, and (ii) at the times and at the prices set forth below, and in such amounts and of such maturities (treating sinking fund prepayment dates as maturities for such purpose) as the School Board may direct, plus the Series 2014A Interest accrued with respect to such prepaid Series 2014A Principal to the Prepayment Date:

Years from Conversion Date until end of Long-Term Rate Period	First Day of Prepayment Period	Prepayment Price
More than fifteen	Tenth anniversary of Conversion Date	101% declining by 1% on the next anniversary after the tenth anniversary of the Conversion Date and thereafter at 100%
More than ten but not more than fifteen	Seventh anniversary of Conversion Date	101% declining by 1% on the next anniversary after the seventh anniversary of the Conversion Date and thereafter at 100%
More than seven but not more than ten	Fifth anniversary of Conversion Date	101% declining by 1% on the next anniversary after the fifth anniversary of the Conversion Date and thereafter at 100%
More than four but not more than seven	Third anniversary of Conversion Date	101% declining by 1% on the next anniversary after the third anniversary of the Conversion Date and thereafter at 100%
Four or fewer	Not Callable	N.A.

Notwithstanding any provision in the Series 2004-1 Lease to the contrary, this Schedule 2004-1 may be amended as of a Conversion Date upon the request of the School Board, to change the prepayment provisions applicable during a Long-Term Rate Period to such prepayment provisions as are recommended by the Remarketing Agent as conforming to then current market practices and acceptable to the School Board provided the School Board provides a Favorable Opinion to the Trustee.

(iv) Series 2014A Principal represented by ARS is subject to prepayment at the option of the School Board, on any ARS Interest Payment Date, as a whole or in part in an Authorized Denomination, at a Prepayment Price equal to the Series 2014A Principal

represented thereby, without premium, plus the accrued Series 2014A Interest represented thereby to the Prepayment Date.

(v) During any period in which Series 2014A Principal is calculated at the applicable interest rate for Delayed Remarketing Certificates, such Series 2014A Principal is subject to optional prepayment upon request of the School Board in whole or in part on any Business Day at a Prepayment Price equal to the Series 2014A Principal represented thereby, without premium, plus the Series 2014A Interest represented thereby accrued to the Prepayment Date.

(vi) (a) Except as otherwise provided in the Trust Agreement, during any period in which Series 2014A Principal is determined at an Index Floating Rate, the Series 2014A Principal is subject to optional prepayment upon request of the School Board in whole or in part (A) on the day succeeding the last day of any Index Floating Rate Period at a price equal to the Series 2014A Principal represented thereby, without premium, plus the Series 2014A Interest represented thereby accrued to the Prepayment Date and (B) on any other date on which Index Floating Rate Certificates are subject to prepayment.

(b) During a Special Period, (i) the Series 2014A-1 Principal is subject to optional prepayment upon request of the School Board in whole or in part (A) on the last day of any Index Floating Rate Period at a price equal to the Series 2014A-1 Principal represented thereby, without premium, plus the Series 2014A-1 Interest represented thereby accrued to the Prepayment Date; and (B) at a purchase price equal to (1) prior to February 27, 2015, the sum of the Series 2014A-1 Principal to be prepaid plus any accrued and unpaid Series 2014A-1 Interest plus the Prepayment Premium, and (2) after February 27, 2015, at a Purchase Price equal to the Series 2014A-1 Principal to be prepaid plus any accrued and unpaid Series 2014A-1 Interest; and (ii) the Series 2014A-2 Principal is subject to optional prepayment upon request of the School Board in whole or in part (A) on the last day of any Index Floating Rate Period at a price equal to the Series 2014A-2 Principal represented thereby, without premium, plus the Series 2014A-2 Interest represented thereby accrued to the Prepayment Date; and (B) at a purchase price equal to (1) prior to February 27, 2015, the sum of the Series 2014A-2 Principal to be prepaid plus any accrued and unpaid Series 2014A-2 Interest plus the Prepayment Premium, and (2) after February 27, 2015, at a Purchase Price equal to the Series 2014A-2 Principal to be prepaid plus any accrued and unpaid Series 2014A-2 Interest

**B. Extraordinary Prepayment**

(1) Series 2004C Certificates.

(i) The principal portion of Basic Lease Payments due under the Series 2004-1 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 2004-1 Facilities as a result of damage, destruction or condemnation of any portion of the Series 2004-1 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 2004-1 Facilities and represented by the Series 2004C Certificates.

(ii) The principal portion of Basic Lease Payments due under the Series 2004-1 Lease shall be subject to prepayment in the event the Series 2004-1 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 2004C Credit Facility Issuer exercises its option under the Series 2004-1 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 2004C Certificates in whole.

(2) Series 2012A Certificates.

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 2012A Certificates.

Notwithstanding anything in the Series 2004-1 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 2012A 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 2004-1 Lease as fully as if they were the originally leased Series 2004-1 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 2004 Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

The principal portion of Basic Lease Payments due under the Series 2004-1 Lease represented by the Series 2012A Certificates shall be subject to prepayment in the event the Series 2004-1 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 2012A Trust Agreement and the Series 2004-1 Lease, to the extent and subject to the limitations provided in the Master Lease.

(3) Series 2014A Certificates.

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 2014A Certificates.

Notwithstanding anything in the Series 2004-1 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 2014A 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 2004-1 Lease as fully as if they were the originally leased Series 2004-1 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 2004 Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

The principal portion of Basic Lease Payments due under the Series 2004-1 Lease represented by the Series 2014A Certificates shall be subject to prepayment in the event the Series 2004-1 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 2014A Trust Agreement and the Series 2004-1 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 represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2004-1 Facility Sites, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2004-1 Facilities.

(2) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease as of February 27, 2014, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2004-1, 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 as of February 27, 2014 , except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2004-1, and except as otherwise provided below.

(3) 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 2004-1 under any Lease, Ground Lease or the Trust Agreement.

**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 2004C Credit Facility Issuer at the following address:

Series 2004C Credit Facility Issuer  
Assured Guaranty Municipal Corp.  
31 West 52<sup>nd</sup> Street  
New York, New York 10019

**C. Supplemental Provisions Required by Series 2004C Credit Facility Issuer.**

For the purpose of the Series 2004-1 Lease as long as the Series 2004C Credit Facility is in full force and effect, unless otherwise waived in writing by the Series 2004C Credit Facility Issuer, the following provisions shall apply; provided that compliance with paragraphs (7), (8), and (9) below shall not be required so long as the amount generated by 80% of the School Board's legally available capital outlay millage at 95% collections 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 moneys. 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 2004C 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 2004C 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 substitute for any Series 2004-1 Facilities other facilities owned by the School Board pursuant to Section 6.4 of the Master Lease without the consent of the Series 2004C Credit Facility Issuer.

(2) The School Board may not release a Series 2004-1 Facility or a Series 2004-1 Facility Site without the prior written consent of the Series 2004C Credit Facility Issuer.

(3) The Series 2004C 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 Trustee or the School Board within five Business Days after knowledge thereof;

(c) Prior notice of the advance refunding or prepayment of any of the Series 2004C Certificates, including the principal portion, maturities and CUSIP numbers thereof;

(d) 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;

(e) 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");

(f) 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 2004C Certificates;

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

(h) All reports, notices and correspondences to be delivered under the terms of the Trust Agreement or the Series 2004-1 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) With respect to Certificates insured by a Credit Facility Issuer, 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 such insured Certificates or (ii) the holders of such insured 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).

(12) The School Board shall give notice to the Series 2004C Credit Facility Issuer of an optional termination of the Swap Agreement, together with a certificate evidencing compliance with either (a) the test set forth in the initial paragraph of this Section 8C, or (b) the requirements of Sections 7 and 9 after giving effect to termination of the Swap Agreement.

**D. Continuing Disclosure Undertaking.** The School Board hereby agrees to comply with the terms of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2004-1 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 Series 2004C Certificates, Outstanding Series 2012A Certificates or Series 2014A Certificates, shall) or any Holder of the Series 2004C Certificates, Series 2012A Certificates or Series 2014A 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 9D. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2004C Certificates, Series 2012A Certificates or Series 2014A Certificates (including persons holding Series 2004C Certificates, Series 2012A Certificates or Series 2014A Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2004C Certificates, Series 2012A Certificates or Series 2014A Certificates for federal income tax purposes.

**E. Section 5.4(b) of the Master Lease.** For purposes of the Series 2004-1 Lease, Section 5.4(b) of the Master Lease shall read as follows:

(b) Option B - Deposit to Lease Payment Account or Acquisition Account. Provided, however, if the School Board has determined that its operations have not been materially affected and that it is not in the best interest of the School Board to repair, restore or replace that portion of the Facilities as damaged, destroyed or condemned, then the School Board shall not be required to comply with the provisions of subparagraph (a) set forth above. If the Net Proceeds are (i) less than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities and (ii) equal to or less than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under such Lease, then such Net Proceeds may, at the option of the School Board, (x) be deposited in the Lease Payment Account for the Series of Certificates relating to such Facilities to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof or (y) deposited in the Acquisition Account for the Series of Certificates relating to such Facilities and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of the related Lease as fully as if they were the originally leased Facilities. If the Net Proceeds are (i) equal or greater than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities or (ii) greater than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under such Lease, then the Net Proceeds shall be deposited in the Acquisition Account for the Series of Certificates relating to such Facilities and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of the related Lease as fully as if they were the originally leased Facilities; provided, however, at the direction of the School Board, with the consent of the Credit Facility Issuer, if any, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Lease Payment Account for the Series of Certificates relating to such Facilities to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof.

**F. Section 9.4 of the Master Lease.** For purposes of the Series 2004-1 Lease, Section 9.4 of the Master Lease shall read as follows:

SECTION 9.4. Amendments. The terms of this Master Lease and any Schedule shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Corporation and the School Board and, if required under the terms of the Trust Agreement, by the Trustee. In the event that all or any portion of the Certificates are insured ("Insured Certificates"), the Credit Facility Issuer may give consent with respect to the Insured Certificates. In the event that there is no Credit Facility Issuer, except as otherwise provided herein, the consent of the Holders of at least a majority in principal amount of the Certificates Outstanding who are affected by such waiver, alteration, modification, supplement or amendment shall be

required; provided that no such waiver, alteration, modification, supplement or amendment shall be made to Section 6 of this Schedule 2004-1 without the prior written consent of all the Holders of Certificates that are affected thereby. Notwithstanding the foregoing, a Schedule may be amended without obtaining the consent of Holders of the affected Certificates, for the purpose of (1) adding a legal description and/or the permitted encumbrances for a Facility Site which has already been designated in such Schedule, (2) adding additional Facilities to be financed under such Schedule, (3) substituting Facilities in accordance with Section 6.4 hereof or (4) releasing a Facility or portion thereof if such Facility or portion thereof has been released from the lien of the Lease in accordance with the provisions thereof.

**G. Provisions Required by Initial Purchasers.** The following provisions shall apply during a Special Period solely for the benefit of the Initial Purchasers identified in Appendix I and Appendix II:

1. EACH OF THE SCHOOL BOARD AND THE CORPORATION, AND BY THEIR PURCHASE OF THE SERIES 2014A-1 CERTIFICATES OR SERIES 2014A-2 CERTIFICATES, AS APPLICABLE, AND ACCEPTANCE THEREOF, THE INITIAL PURCHASERS, WAIVE TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERIES 2004-1 LEASE IN CONNECTION WITH THE SERIES 2014A CERTIFICATES OR THE SERIES 2014A CERTIFICATES. IN ANY JUDICIAL PROCEEDING THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS ATTORNEY'S FEES (INCLUDING ON APPEAL) FROM THE OTHER PARTY.

2. The School Board shall pay as Additional Lease Payments, a fee for each amendment of this Series 2004-1 Lease or the Trust Agreement which requires consent or waiver by the Initial Purchaser of the Series 2014A-1 Certificates, in each case in a minimum amount of \$2,500, plus the reasonable fees and expenses of any counsel retained by the Initial Purchaser in connection therewith.

In addition, if at any time any Governmental Authority shall require revenue or other documentary stamps or any other tax in connection with the execution or delivery of this Series 2004-1 Lease or the Trust Agreements, then the School Board shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon.

3. The School Board shall provide the Initial Purchaser with the following information:

(i) The School Board shall provide to the Initial Purchasers within two hundred seventy (270) days of the end of each fiscal year of the School Board during the term hereof, a copy of its audited financial statements for such fiscal year; provided, however, if the audit is being conducted by the Auditor General, the financial statements shall be provided within 15 days after they are available.

(ii) Upon request by the Initial Purchaser, the School Board's authorized annual

budget; and

(iii) Such other information respecting the affairs, condition and/or operations, financial or otherwise, of the District as the Initial Purchaser may from time to time reasonably request.

4. The School Board shall maintain adequate books, accounts and records, and prepare all financial statements required under the Master Lease in accordance with generally accepted accounting principles and in compliance with the regulations of any Governmental Authority having jurisdiction over it. The School Board and the Corporation shall permit any employee or representative of the Initial Purchaser to visit and inspect any of its properties, to examine and audit its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with its officers and, upon prior notice to the School Board and the Corporation, its independent public accountants (and by this provision the School Board and the Corporation authorize said accountants to discuss its finances and affairs with the Initial Purchaser and to provide the Initial Purchaser with access to such accountants' work papers), all upon reasonable notice and during business hours and as often as may be reasonably requested.

5. References in the Series 2004 Assignment Agreement to the "Series 2004 Certificates" shall be deemed to include any and all Series of Certificates now or hereafter issued and outstanding as may be payable from Lease Payment made by the School Board pursuant to the Series 2004-1 Lease.

6. Until such time as all amounts due the Initial Purchasers pursuant to the Series 2014A Certificates have been paid, the School Board agrees that it will not be entitled to receive any Basic Lease Payments pursuant to Section 3(b) of the Series 2004 Ground Lease; provided however, any Basic Lease Payments otherwise due shall accrue and shall be payable as provided in the Series 2004 Ground Lease after the foregoing conditions have been satisfied.

7. EACH PARTY HERETO IN CONNECTION WITH THE SERIES 2014A CERTIFICATES CONSENTS TO AND SUBMITS TO IN PERSONAM JURISDICTION AND VENUE IN THE STATE OF FLORIDA AND IN THE STATE AND FEDERAL DISTRICT COURTS WHICH ARE LOCATED IN THE STATE OF FLORIDA. EACH PARTY ASSERTS THAT IT HAS PURPOSEFULLY AVAILED ITSELF OF THE BENEFITS OF THE LAWS OF THE STATE OF FLORIDA AND WAIVES ANY OBJECTION TO IN PERSONAM JURISDICTION ON THE GROUNDS OF MINIMUM CONTACTS, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY PLEA OF FORUM NON CONVENIENS. THIS CONSENT TO AND SUBMISSION TO JURISDICTION IS WITH REGARD TO ANY ACTION RELATED TO THIS AGREEMENT. REGARDLESS OF WHETHER THE PARTY'S ACTIONS TOOK PLACE IN THE STATE OF FLORIDA OR ELSEWHERE IN THE UNITED STATES, THIS SUBMISSION TO JURISDICTION IS NONEXCLUSIVE, AND DOES NOT PRECLUDE EITHER PARTY FROM OBTAINING JURISDICTION OVER THE OTHER IN ANY COURT OTHERWISE HAVING JURISDICTION.

**H. Remedies Upon Termination. [TO BE UPDATED]**

IN WITNESS WHEREOF, the Trustee has caused this Amended and Restated Schedule 2004-1 to be executed in its corporate name by its duly authorized officers, the School Board has caused this Amended and Restated Schedule 2004-1 to be executed in its name by its duly authorized members or officers, and the Corporation has caused this Amended and Restated Schedule 2004-1 to be executed in its name by its duly authorized members or officers, all as of the day and year first written above.

[SEAL]

**BROWARD SCHOOL BOARD  
LEASING CORP.**

Attest:

By: \_\_\_\_\_  
Robert W. Runcie  
Secretary

By: \_\_\_\_\_  
Donna P. Korn  
President

[SEAL]

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

Attest:

By: \_\_\_\_\_  
Robert W. Runcie  
Secretary

By: \_\_\_\_\_  
Donna P. Korn  
Chair

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Michael C. Daly  
Vice President

## **SCHEDULE I**

### **Series 2004-1 Facility Sites – Shared Collateral**

<b><u>Facility</u></b>	<b><u>Amount Financed Under Schedule 2004-1</u></b>	<b><u>Related Schedule</u></b>	<b><u>Amount Financed Under Related Schedule</u></b>	<b><u>Total Amount (Related Schedule and Schedule 2004-1)</u></b>	<b><u>Percent Allocable to Schedule 2004-1</u></b>	<b><u>Percent Allocable to Related Schedule</u></b>
Apollo Middle School	\$5,745,979	2008A-1	\$11,381,963	\$17,127,942	33.55%	66.45%
Harbordale Elementary School	7,579,238	2008A-1	6,900,870	7,588,214	76.88	23.12
Pompano Beach Middle School	7,181,010	2008A-1	10,051,109	17,232,119	41.67%	58.33%
	<u>\$20,506,227</u>		<u>\$23,508,287</u>	<u>\$41,948,275</u>		

## **EXHIBIT A TO SCHEDULE 2004-1**

### **A. General Description of the Series 2004-1 Facilities to be Lease Purchased:**

<b><u>SCHOOL DESCRIPTION</u></b>	<b><u>SCHEDULED OPENING</u></b>
<u>Apollo Middle</u> – A 14 classroom addition at the existing middle school located at 6800 Arthur Street in the City of Hollywood. This addition adds approximately 20, 255 gross square feet of permanent building to the campus and houses grades 6-8 students. This addition provides 14 general classrooms, teacher planning, custodial closets and restrooms and adds approximately 392 student stations to the school's capacity.	December 6, 2005
<u>Boulevard Heights Elementary</u> – A cafeteria replacement at the existing elementary school located at 7201 Johnson Street in the City of Hollywood. This replacement will total approximately 19,155 gross square feet. This cafeteria space serve the 977 students currently attending this elementary school. It provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial areas and student/staff restrooms.	November 18, 2005
<u>Broadview Elementary</u> – An eight classroom addition at the existing elementary school located at 1800 Southwest 62 <sup>nd</sup> Avenue in the City of Pompano Beach. This addition adds approximately 30,249 gross square feet of permanent building to the campus and houses K-5 students. This addition provides four primary and four intermediate classrooms, custodial areas and student/staff/public restrooms, and adds approximately 212 student stations to the school's capacity.	July 16, 2005
<u>Central Park Elementary</u> – A 16 classroom addition at the existing elementary school located at 777 North Nob Hill Road in the City of Plantation. This addition adds approximately 11,639 gross square feet of permanent building to the campus and houses K-5 students. This addition also provides four primary and four intermediate classrooms, custodial closets and student/staff/public restrooms and adds approximately 212 student stations to the school's capacity.	September 1, 2006
<u>Cooper City Elementary</u> – A cafeteria replacement at the existing elementary school located at 5080 Southwest 92 <sup>nd</sup> Avenue in the City of Cooper City. This replacement totals approximately 18,956 gross square feet and serves the 1,016 students currently attending this elementary school. It also provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial areas and student/staff restrooms.	June 21, 2005

New Elementary School “Y” – This school located in the City of Miramar has 122,215 gross square feet and a student capacity of 1,092. It houses grades K-5 and has seven kindergarten classrooms, 21 primary classrooms, 14 intermediate classrooms, two 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.

July 1, 2005

Fox Trail Elementary – A 20 modular classroom addition at the existing elementary school located at 1250 Nob Hill Road in the Town of Davie. This addition added approximately 20,000 square feet of permanent building to the campus and houses K-5 students. This addition also provides ten primary and ten intermediate classrooms and student restrooms and adds approximately 380 student stations to the school’s capacity.

October, 2004

Harbordale Elementary – A cafeteria replacement at the existing elementary school located at 900 Southeast 15<sup>th</sup> Street in the City of Fort Lauderdale. This replacement totals approximately 16,335 gross square feet and serves some 460 students currently attending this elementary school. It also provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, and student/staff/public restrooms. The existing administration building was remodeled and expanded to include approximately 2,496 additional gross square feet.

May 20, 2006

Meadowbrook Elementary – A cafeteria replacement at the existing elementary school located at 2400 Southwest 46<sup>th</sup> Avenue in the City of Fort Lauderdale. This replacement totals approximately 18,956 gross square feet and serves the 658 students currently attending this elementary school. It provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial areas and student/staff restrooms.

September 30, 2006

New Middle School “OO” – This school, located at 201 Southwest 172<sup>nd</sup> Avenue in the City of Pembroke Pines, has approximately 221,200 gross square feet and a student capacity of 1,789 and houses grade 6-8 students. This school has 44 general classrooms, six resource rooms, three skills development labs, 12 science labs, vocal and band music, two art labs, physical education, five technical labs, administration and guidance, custodial, food service, media center, multipurpose/stage, student, staff and public restrooms.

November, 2006

Nob Hill Elementary – An 8 classroom addition at the existing elementary school located at 2100 Northwest 104<sup>th</sup> Avenue in the City of Sunrise adds approximately 17,000 gross square feet of permanent building to the school and houses K-5 students. This addition provides two kindergarten, five primary and five

April 30, 2004



intermediate classrooms, custodial closets and student/staff/public restrooms and adds approximately 228 student stations to the schools' capacity.

North Fork Elementary – A 4 classroom addition at the existing elementary school located at 101 Northwest 15<sup>th</sup> Avenue in the City of Fort Lauderdale. This addition adds approximately 5,579 gross square feet of permanent building to the campus and houses K-5 students. This addition provides four skills development labs, custodial closets and student restrooms.

February 4, 2006

Palm Cove Elementary – A 12 classroom addition at the existing elementary school located at 11601 Washington Street in the City of Pembroke Pines. This addition adds approximately 20,398 gross square feet of permanent building to the school and houses K-5 students. This addition provides six primary and six intermediate classrooms, custodial closets and student/staff/public restrooms and adds approximately 318 student stations to the schools' capacity.

November 22, 2005

Pasadena Lakes Elementary – A 6 classroom addition at the existing elementary school located at 8801 Pasadena Boulevard in the City of Pembroke Pines, this addition adds approximately 6,000 gross square feet of permanent building to the campus and houses K-5 students. This addition provides six primary classrooms, custodial closets and student/staff/public restrooms and adds approximately 114 student stations to the school's capacity.

August 22, 2004

Perry, Annabel C. Elementary – A 12 classroom addition and cafeteria replacement at the existing school located at 6850 Southwest 34<sup>th</sup> Street in the City of Miramar, this addition adds approximately 38,700 gross square feet of permanent building to the school. The cafeteria space serves some 716 students currently attending this elementary school and provides four primary classrooms, a music lab, physical education storage, a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, and student/staff/public restrooms. It adds approximately 318 student stations to the school's capacity.

July, 2005

Pompano Beach Middle – An eight classroom addition and a cafeteria/kitchen/multipurpose/stage project at the existing school located at 310 Northeast 6<sup>th</sup> Street in the City of Pompano Beach. This addition add approximately 53,030 gross square feet of permanent building to the school and houses grades 6-8 students. This addition provides eight general classrooms, custodial closets and student/public restrooms and adds approximately 224 student stations to the school's capacity.

February 15, 2006

Quiet Waters Elementary – A 16 modular classroom addition at the existing elementary school located at 4150 West Hillsboro Boulevard in the City of Deerfield Beach, this addition adds

October 1, 2004

approximately 14,000 square feet of permanent building to the campus and houses K-5 students. This addition provides seven primary and seven intermediate classrooms and student restrooms and adds approximately 266 student stations to the school's capacity.

Sheridan Park Elementary – A five classroom addition and cafeteria replacement at the existing school located at 2310 North 70<sup>th</sup> Terrace in the City of Hollywood. This addition adds approximately 34,389 gross square feet of permanent building to the school. The cafeteria space serves some 846 students currently attending this elementary school and provides four primary classrooms, a music lab, physical education storage, a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, and student/staff/public restrooms. It adds approximately 240 student stations to the school's capacity.

March 15, 2006

Stirling Elementary – A six classroom addition at the existing elementary school located at 5500 Stirling Road in the City of Hollywood. This addition added approximately 6,000 gross square feet of permanent building to the campus and houses K-5 students. This addition provide six primary classrooms, custodial closets and student/staff/public restrooms and adds approximately 114 student stations to the school's capacity.

August 15, 2004

Tropical Elementary – A cafeteria replacement at the existing elementary school located at 1500 Southwest 66<sup>th</sup> Avenue in the City of Plantation. This replacement totals approximately 18,956 gross square feet and serves the 959 students currently attending this elementary school. It provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial areas and student/staff restrooms.

September 30, 2006

Village Elementary – A remodel, renovation and expansion of the existing school located at 2100 Northwest 70<sup>th</sup> Avenue in the City of Sunrise, the expansion includes a cafeteria replacement totaling approximately 19,897 gross square feet. This cafeteria space serves some 1,014 students currently attending this elementary school and provides a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, stage and support spaces, custodial closets, teacher lounge and student/public restrooms. The existing cafeteria building of approximately 4,888 square feet was be remodeled into four intermediate classrooms.

December 31, 2005

Westchester Elementary – A 16 modular classroom addition at the existing elementary school located at 12405 Royal Palm Boulevard in the City of Coral Springs, this addition adds approximately 16,000 square feet of permanent building to the campus and houses K-5 students. This addition provides eight primary and eight

October 1, 2004

intermediate classrooms and student restrooms. It adds approximately 304 student stations to the school's capacity.

Winston Park Elementary – A 20 modular classroom addition at the existing elementary school located at 4000 Winston Park Boulevard in the City of Coconut Creek. This addition adds approximately 20,000 square feet of permanent building to the campus and houses K-5 students. This addition provides ten primary and ten intermediate classrooms and student restrooms. It adds approximately 380 student stations to the school's capacity.

October 1, 2004

Dolphin Bay Elementary School – This school located at 16450 Miramar Parkway in the City of Miramar has approximately 117,000 gross square feet and a student capacity of 830. It houses grades K-5 and has 28 primary classrooms, 14 intermediate classrooms, three skills development labs, a music lab, an art lab, physical education, administration, custodial and food service facilities, a multipurpose room, a stage, textbook storage, a media center and student/staff/public restrooms.

August 1, 2007

**B. Estimated Cost of the Series 2004-1 Facilities to be Lease Purchased:**

<u>Facility</u>	<u>Planning</u>	<u>Construction</u>	<u>Total Estimated Project Cost<sup>(1)</sup></u>
Apollo Middle	\$1,155,189	\$4,590,790	\$5,745,979
Boulevard Heights Elementary	1,303,877	4,856,153	6,160,030
Broadview Elementary	460,546	6,140,611	6,601,157
Central Park Elementary	265,644	3,541,914	3,807,558
Cooper City Elementary	259,656	3,462,083	3,721,739
New Elementary "Y"	1,221,525	16,287,000	17,508,525
Fox Trail Elementary	225,000	3,000,000	3,225,000
Harbordale Elementary	528,784	7,050,454	7,579,238
Dolphin Bay Elementary	1,828,586	22,857,323	24,685,909
Meadowbrook Elementary	1,137,826	4,526,120	5,663,946
New Middle School "OO"	5,875,620	46,346,051	52,221,671
Nob Hill Elementary	79,951	1,066,012	1,145,963
North Fork Elementary	577,784	2,151,896	2,729,680
Palm Cove Elementary	362,586	4,834,478	5,197,064
Pasadena Lakes Elementary	72,270	963,598	1,035,868
Perry, Annabel C. Elementary	2,021,325	7,528,210	9,549,535
Pompano Beach Middle	1,457,194	5,723,816	7,181,010
Quiet Waters Elementary	157,500	2,100,000	2,257,500
Sheridan Park Elementary	461,743	6,156,573	6,618,316
Stirling Elementary	79,629	1,061,722	1,141,351
Tropical Elementary	1,137,826	4,540,490	5,678,316
Village Elementary	1,300,704	4,844,338	6,145,042
Westchester Elementary	180,000	2,400,000	2,580,000
Winston Park Elementary	<u>225,000</u>	<u>3,000,000</u>	<u>3,225,000</u>
<b>TOTAL</b>	<b><u>\$22,375,765</u></b>	<b><u>\$169,029,632</u></b>	<b><u>\$191,405,397</u></b>

<sup>(1)</sup> Any moneys remaining upon completion of Series 2004-1 Facilities will be spent on District-Wide Comprehensive Needs, including, without limitation, remodeling and renovations to correct safety issues, remediate indoor air quality issues and to upgrade facilities for Americans with Disabilities Act (ADA) compliance at existing facilities throughout the District. Upon termination of the Master Lease, the District-Wide Comprehensive Needs projects are not subject to the exercise of remedies by the Trustee.

**EXHIBIT B TO SCHEDULE 2004-1**

**Series 2004-1 Facility Sites to be Ground Leased**

**A. DESCRIPTION OF REAL ESTATE**

Apollo Middle School

A PORTION OF PARCEL "A" SCHOOL SITE 0970, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 156, AT PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C.) AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 51 SOUTH, RANGE 41 EAST; THENCE SOUTH 87° 40' 01" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 10, TOWNSHIP 51 SOUTH, RANGE 41 EAST FOR A DISTANCE OF 423.44'; THENCE NORTH 02° 19' 59" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 304.05 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 0.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 0.67 FEET; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 26.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 22.85 FEET; THENCE NORTH 02° 27' 42" EAST FOR A DISTANCE OF 17.83 FEET; THENCE SOUTH 87° 32' 18" EAST FOR A DISTANCE OF 2.25 FEET; THENCE SOUTH 02° 27' 42" WEST FOR A DISTANCE OF 1.33 FEET; THENCE SOUTH 87° 32' 18" EAST FOR A DISTANCE OF 0.67 FEET; THENCE NORTH 02° 27' 42" EAST FOR A DISTANCE OF 11.00 FEET; THENCE NORTH 87° 32' 18" WEST FOR A DISTANCE OF 0.67 FEET; THENCE SOUTH 02° 27' 42" WEST FOR A DISTANCE OF 2.00 FEET; THENCE NORTH 87° 32' 18" WEST FOR A DISTANCE OF 2.25 FEET; THENCE NORTH 02° 27' 42" EAST FOR A DISTANCE OF 23.33 FEET; THENCE NORTH 87° 34' 44" WEST FOR A DISTANCE OF 4.56 FEET; THENCE NORTH 02° 19' 31" WEST FOR A DISTANCE OF 13.21 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 6.67 FEET; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 29.33 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 22.00 FEET; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 2.33 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 30.92 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 6.83 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 19.33 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 7.92 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 7.67 FEET; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 4.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 48.00 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 25.92 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 5.83 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 14.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 8.83 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 14.00 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 4.00 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 6.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 4.00 FEET; THENCE SOUTH 02° 18' 49" EAST

FOR A DISTANCE OF 45.67 FEET; THENCE SOUTH 87° 41' 11" WEST FOR A DISTANCE OF 2.00 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 0.67 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 52.33 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 3.58 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 29.33 FEET; THENCE NORTH 02° 18' 49" WEST FOR A DISTANCE OF 7.50 FEET; THENCE NORTH 87° 41' 11" EAST FOR A DISTANCE OF 24.67 FEET; THENCE SOUTH 02° 18' 49" EAST FOR A DISTANCE OF 7.50 FEET; THENCE NORTH 87° 41' 11" EAST A DISTANCE OF 43.92 FEET TO THE POINT OF BEGINNING;

ALL OF THE FOREGOING CONTAINING 14,654 SQUARE FEET (0.34 ACRES), MORE OR LESS.

Boulevard Heights Elementary School

A PORTION OF LOTS 7, 8, 9, 10, 11 , AND 12, BLOCK 10 "BOULEVARD HEIGHTS SECTION FIVE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, AT PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE (P.O.C.) AT THE NORTHEAST CORNER OF BLOCK 11 , SAID "BOULEVARD HEIGHTS SECTION FIVE", THENCE SOUTH 87° 36' 06" WEST, ALONG THE NORTH BOUNDARY OF SAID BLOCK 11 AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 191.04 TO A POINT ON THE NORTH BOUNDARY OF SAID BLOCK 10; THENCE SOUTH 02° 23' 54" EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 379.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 35' 39" WEST A DISTANCE OF 75.25 FEET; THENCE SOUTH 02° 24' 22" EAST A DISTANCE OF 18.92 FEET; THENCE SOUTH 87° 35' 39" WEST A DISTANCE OF 2.33 FEET; THENCE SOUTH 02° 24' 21" EAST A DISTANCE OF 123.82 FEET; THENCE NORTH 87° 36' 14" EAST A DISTANCE OF 79.50 FEET; THENCE NORTH 02° 24' 21" WEST A DISTANCE OF 17.17 FEET; THENCE NORTH 87° 35' 39" EAST A DISTANCE OF 3.83 FEET; THENCE NORTH 02° 24' 21" WEST A DISTANCE OF 106.67 FEET; THENCE SOUTH 87° 35' 39" WEST A DISTANCE OF 5.75 FEET; THENCE NORTH 02° 24' 21" WEST A DISTANCE OF 18.92 FEET TO THE POINT OF BEGINNING;

ALL OF THE FOREGOING CONTAINING 11,677 SQUARE FEET (0.27 ACRES), MORE OR LESS.

Broadview Elementary School

A Parcel of land in Section 12, Township 49 South, Range 41 East in Broward County, Florida and being more particularly described as follows:

Commencing (1) at the Northwest corner of said Section 12 thence South 00°00'00" West on the East boundary of said Section 12, a distance of 1065.18 feet; thence North 88°55'27" West, a

distance of 350.00 feet, thence South 00°00'00" West, a distance of 320.00 feet, thence North 88°55'27" West, a distance of 131.48 feet to the point of beginning (1); thence continuing North 88°55'27" West, a distance of 164.83 feet; thence North 01°04'33" East, a distance of 83.37 feet; thence South 88°55'27" East, a distance of 164.83 feet to a Reference Point "A"; thence South 01°04'33" West a distance of 83.37 feet to the point of beginning (1).

Said lands situate, lying and being in Broward County, Florida and containing 13,742 square feet or (0.32 Acres) more or less.

Together With:

Commencing (2) at the aforementioned Reference Point "A"; thence North 01°04'33" East, a distance of 40.10 feet; thence North 88°55'27" West a distance of 29.00 feet to the Point of Beginning (2); thence continuing North 88°55'27" West, a distance of 120.00 feet; thence North 01°04'33" East, a distance of 10.00 feet; thence North 88°55'27" West a distance of 70.00 feet, thence North 01°04'33" East a distance of 65.20 feet; thence South 88°55'27" East a distance of 83.00 feet; thence North 01°04'33" East a distance of 25.00 feet; thence South 88°55'27" East a distance of 88.00 feet; thence South 01°04'33" West a distance of 25.00 feet; thence South 88°55'27" East, a distance of 34.00 feet; thence South 01°04'33" West a distance of 53.20 feet; thence North 88°55'27" West, a distance of 15.00 feet; thence South 01°04'33" West, a distance of 22.00 feet to the Point of Beginning (2).

Said lands situate, lying and being in Broward County, Florida and containing 16,586 square feet or (0.38 Acres) more or less.

#### Central Park Elementary School

A portion of Tract 2640, School Site 2640, according to the Plat thereof, as recorded in Plat Book 143, Page 44 of the Public Records of Broward County, Florida more particularly described as follows:

Commence at the North West corner of said Tract 2640, thence South 00°31'44" East along the West boundary of said Tract 2640, a distance of 246.76 feet; thence North 89°28'16" East, a distance of 68.45 feet to the point of beginning; thence North 45°14'01" East, a distance of 128.92 feet to a point hereafter known as Reference Point #1; thence South 44°45'59" East a distance of 38.00 feet; thence South 45°14'01" West a distance of 128.92 feet; thence North 44°45'59" West, a distance of 38.00 feet to the point of beginning.

Together with:

Commence at said Reference Point #1; thence North 45°14'01" East a distance of 8.04 feet to the point of beginning; thence North 44°45'59" West, a distance of 23.00 feet; thence North 45.14.01" East, a distance of 38.00 feet; thence South 44°45'59" East, a distance of 128.92 feet; thence South 45°14'01" West, a distance of 38.00 feet. Thence North 44°45'59" West a distance of 105.92 feet to the point of beginning.

Said lands lying in the City of Plantation, Broward County, Florida and containing 9,798 square feet (0.225 Acres) more or less.

#### Cooper City Elementary School

A portion of Tract "D" COOPER COLONY ESTATES SECTION ONE, according to the Plat thereof, as recorded in Plat Book 49, Page 17 of the Public Records of Broward County, Florida and being more particularly described as follows:

Commencing at the Northeast corner of said Tract "D"; thence South 79°46'23" West on the North line of said Tract "D", a distance of 48.26 feet; thence South 10°09'40" East, a distance of 195.91 feet to the Point of Beginning; thence continue South 10°09'40" East, a distance of 112.00 feet; thence South 79°50'20" West, a distance of 55.58 feet; thence South 10°09'40" East, a distance of 4.00 feet; thence South 79°50'20" West a distance of 92.00 feet, thence North 10°09'40" West, a distance of 28.00 feet; thence North 79°50'20" East a distance of 17.33 feet; thence North 10°09'40" West, a distance of 92.00 feet, thence North 79°50'20" East, a distance of 55.25 feet; thence South 10°09'40" East, a distance of 4.00 feet; thence North 79°50'20" East, a distance of 75.00 feet to the Point of Beginning.

Said land situate lying and being in the City of Miramar, Broward County, Florida and containing 15,593 square feet, more or less.

#### New Elementary School "Y"

Parcel "B" PUBLIC SCHOOL SITE, of Huntington Section Two School and Park Plat, according to the Plat thereof as recorded in Plat Book 165, at Page 4, of the Public Records of Broward County, Florida.

#### Fox Trail Elementary School

A portion of Tract "A" of "CALUSA RIDGE", according to the Plat thereof as recorded in Plat Book 147, Page 47, of the Public Records of Broward County, Florida, described as follows:

Commence at the Northeast corner of said Tract A; thence on a grid North bearing of North 75°15'16" West along the North line of said Tract A, 405.08 feet; thence South 14°44'44" West 139.82 feet to the Point of Beginning; thence South 13°46'04" East 261.34 feet; thence South 77°28'00" West 237.85 feet; thence North 13°33'38" West 268.64 feet; thence North 77°18'00" East 236.89 feet to the Point of Beginning. Said lands situate, lying and being in the Town of Davie, Broward County, Florida, and containing 61,941 square feet (1.42) acres) more or less.

#### Harbordale Elementary School

A portion of Parcel "A" of "Harbordale" according to the Plat thereof as recorded in Plat Book 41, Page 9 of the Public Records of Broward County, Florida, said portion more particularly described as follows:



Begin at the Southeast corner of said Parcel "A"; thence along the South line of said Parcel A, on an assumed bearing of North 90°00'00" West 233.17 Feet; thence North 00°00'00" East 103.99 Feet; thence North 90°00'00" East 136.96 Feet; thence North 00°00'00" East 37.54 Feet; thence North 90°00'00" East 41.87 Feet; thence North 00°00'00" East 48.87 Feet; thence North 90°00'00" East 54.27 Feet; thence along the East line of said Parcel "A", South 00°01'13" East 190.40 feet to the point of beginning.

Said Lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida containing 30509 Square Feet (0.700 Acres) more or less.

Together with another portion of said Parcel "A" described as follows:

Begin at the Northeast corner of said Parcel A; thence along the East line of said Parcel A, South 00°02'04" East 179.86 feet; thence North 90°00'00" West 137.95 Feet; thence North 00°00'00" East 35.41 Feet; thence North 90°00'00" West 58.90 feet; thence North 00°00'00" East 144.46 Feet; thence along the North line of said Parcel A, South 89°59'47" East 196.75 Feet to the point of beginning. Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 33313 Square Feet (0.765 Acres) more or less.

Meadowbrook Elementary School

*A portion of Tract 3 of Tier 14, in the N.E. 1/4 of the S.W. 1/4 of Section 13 Township 50 South, Range 41 East of NEWMAN'S SURVEY as recorded in Plat Book 2, Page 26, of the Public Records of Dade County, Florida and being more particularly described as follows:*

*COMMENCE at the Northwest corner of said Tract 3 of Tier 14; thence South 75°08'29" East, along a portion of the North line of said Tract 3 a distance of 306.06 feet; Thence South 00°10'58" West, a distance of 225.36 feet to the POINT OF BEGINNING; Thence continue South 00°10'58" West, a distance of 53.50 feet; thence South 89°49'02" East, a distance of 13.50 feet; Thence South 00°10'58" West, a distance of 40.54 feet; Thence North 89°49'02" West, a distance of 13.50 feet; Thence South 00°10'58" West, a distance of 25.92 feet; thence North 89°49'02" West, a distance of 22.00 feet; Thence South 00°10'58" West, a distance of 67.66 feet; thence North 89°49'02" West, a distance of 75.62 feet; Thence North 00°10'58" East, a distance of 187.62 feet; thence South 89°49'02" East, a distance of 97.62 feet to the POINT OF BEGINNING.*

*Said lands situate, lying and being in Broward County, Florida and containing 0.399 Acres (17,376 Square Feet) more or less.*

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New Middle School "OO"

**DESCRIPTION:**

A portion of "CHAMBERS LAND COMPANY SUBDIVISION" according to the Plat thereof as recorded in Plat Book 2, Page 68 of the Public Records of Dade County, Florida also recorded in Plat Book 1, Pages 5A and 5B of the Public Records of Broward County, Florida lying in Section 32, Township 51 South, Range 40 East, Broward County, and being more particularly described as follows:

COMMENCE AT the Northwest corner of said Section 32, Township 51 South, Range 40 East; THENCE North 89°41'41" East, on the North line of said Section 32, a distance of 2047.34 feet; THENCE South 00°18'19" East, 122.00 feet to the POINT OF BEGINNING; THENCE North 89°41'41" East, a distance of 17.65 feet to the beginning of a Tangent curve concave to the Southwest; THENCE Southeasterly, on the arc of said curve having a radius of 2016.00 feet, a delta of 00°45'00", and an arc distance of 26.39 feet to an intersection with a non-tangent line; THENCE North 00°00'00" West a distance of 12.00 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 00°26'32" East from the radius point of the next described curve); THENCE Southeasterly, on the arc of said curve having a radius of 2028.00 feet, a delta of 08°29'41", and an arc distance of 300.67 feet to an intersection with a non-tangent line; THENCE South 72°47'21" East, a distance of 100.41 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 11°45'43" East from the radius point of the next described curve); THENCE Southeasterly, on the arc of said curve having a radius of 2016.00 feet, a delta of 09°01'30", and an arc distance of 317.55 feet to an intersection with a non-tangent line; THENCE South 00°00'00" West, 1063.56 feet; THENCE South 90°00'00" West, 408.85 feet; THENCE South 80°18'14" West, 339.87 feet; THENCE North 00°00'00" East, 1251.91 feet to the POINT OF BEGINNING.

Said lands lying in the City of Miramar, Broward County, Florida, and containing 871,620 square feet (20.0097 acres) more or less.

BURIED FOUNDATIONS AND UNDERGROUND  
UTILITIES, IF ANY, NOT SHOWN.

SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS  
FIRM FOR EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS  
OR OTHER MATTERS OF RECORD, AND OWNERSHIP OF  
PROPERTY WAS NOT DETERMINED.

EASEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE STATED.

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NATIONAL GEODETIC  
VERTICAL DATUM OF 1929, ARE SHOWN THUS: <sup>AL</sup>  
AND ARE BASED ON BROWARD COUNTY BENCHMARK # 2726A DESCRIBED AS:  
X-CUT ON TOP OF NORTHERN MOST BOLT OF SIGN BASE FOR I-75 SIGN  
WEST SIDE OF I-75. ELEVATION = 8.890'

Nob Hill Elementary School

A PORTION OF TRACT 'A' MILLER'S SUNRISE ESTATES SECTION ONE  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78,  
PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION DESCRIBED  
AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE ALONG  
THE SOUTH LINE OF SAID TRACT A ON A PLAT BEARING OF SOUTH 89°33'33"  
WEST 165.36 FEET; THENCE NORTH 00°00'52" EAST 12.81 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 00°00'00" WEST 132.62 FEET; THENCE NORTH 00°00'00" EAST 119.53 FEET;  
THENCE NORTH 88°33'03" WEST 5.55 FEET; THENCE NORTH 90°00'00" EAST 138.17 FEET;  
THENCE SOUTH 00°00'00" WEST 247.50 FEET TO THE  
POINT OF BEGINNING.  
SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY FLORIDA AND CONTAIN 33,533  
SQUARE FEET (0.77 ACRES) MORE OR LESS.

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North Fork Elementary School

A PORTION OF GOVERNMENT LOT 6, SECTION 4, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD  
COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 2, DORSEY TERRACE AS RECORDED IN PLAT BOOK  
30, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ON AN ASSUMED BEARING  
OF SOUTH 01°53'42" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 15TH AVENUE, 319.68  
FEET; THENCE SOUTH 88°06'18" WEST 30.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07°02'55" WEST  
37.92 FEET; THENCE SOUTH 82°57'05" EAST 11.38 FEET; THENCE SOUTH 01°49'16" EAST 16.40 FEET; THENCE  
SOUTH 07°02'55" WEST 42.58 FEET; THENCE NORTH 82°57'05" WEST 13.91 FEET; THENCE SOUTH 06°06'38" WEST  
6.43 FEET; THENCE NORTH 82°55'56" WEST 39.69 FEET; THENCE NORTH 07°02'55" EAST 103.12 FEET; THENCE  
SOUTH 82°57'05" EAST 39.58 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING, AND BEING IN BROWARD  
COUNTY, FLORIDA AND CONTAIN 4880 SQUARE FEET, MORE OR LESS.

Palm Cove Elementary School

Parcel "A" SCHOOL SITE 3311, according to the plat thereof, as recorded in Plat Book 151,  
Page 2, of the public records of Broward County, Florida

TOGETHER WITH:

Portion of Parcel "C" and "D", NASHER PLAT, according to the plat thereof, as recorded in  
Plat Book 159, Page 42, of the public records of Broward County, Florida said portions being  
more particularly described as follows:

COMMENCE at the Northeast corner of "SCHOOL SITE 3311" as shown on said plat: thence  
along the North line of said "SCHOOL SITE 3311" South 89°43'34" West, 180,000 feet to the  
POINT OF BEGINNING; thence continue along said North line South 89°43'34" West, 788.77  
feet; thence North 01°45'11" West, 166.11 feet to a line 705.92 feet North of and parallel with the  
Southernmost line of said Parcel "D" and its Easterly extension; thence North 88°44'06" East  
788.76 feet; thence South 01°46'28" East, 165.99 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the City of Pembroke Pines, Broward County, Florida,  
containing 653,658 square feet 15.0059 acres more or less.

## LIMITS OF CONSTRUCTION (Legal Description)

A portion of Parcel "A" SCHOOL SITE 3311 according to the plat thereof, as recorded in Plat Book 151, Page 2 of the Public Records of Broward County, Florida, and being more fully described as follows:

Commencing on the Northwest corner of said Parcel "A"; thence North 59°43'34" East on the North line of said Parcel "A", a distance of 246.00 feet; thence continue South 00°16'26" East, a distance of 108.00 feet; thence North 89°43'34" East, a distance 80.00 feet; thence North 00°16'26" West, a distance of 56.00 feet; thence North 89°43'34" East, a distance of 95.00 feet; thence north 00°76'26" West, a distance of 52.00 feet; thence South 89°43'34" West, a distance of 175.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 13,580 square feet, more or less.

### Pasadena Lakes Elementary School

*A portion of Parcel "B", PASADENA LAKES WEST, according to the plat thereof, as recorded in Plat Book 69, Page 37 of the Public Records of Broward County, Florida and being more particularly described as follows:*

*COMMENCING at the Northwest corner of said Parcel "B"; Thence North 87°43'53" East, along a portion of the North line of said Parcel "B" a distance of 245.57 feet; Thence South 02°05'39" East, a distance of 37.56 feet to the POINT OF BEGINNING; Thence North 87°54'21" East, a distance of 112.00 feet; Thence South 02°05'39" East, a distance of 73.50 feet; Thence South 87°54'21" West, a distance of 51.75 feet; Thence South 02°05'39" East, a distance of 28.24 feet; Thence South 87°54'21" West, a distance of 63.60 feet; Thence South 02°05'39" East, a distance of 54.52 feet; Thence North 87°54'21" East, a distance of 19.65 feet; Thence South 02°05'39" East, a distance of 8.50 feet; Thence South 87°54'21" West, a distance of 28.15 feet; Thence North 02°05'39" West, a distance of 71.52 feet; Thence North 87°54'21" East, a distance of 63.60 feet; Thence North 02°05'39" West, a distance of 19.74 feet; Thence South 87°54'21" West, a distance of 51.75 feet; Thence North 02°05'39" West, a distance of 73.50 feet to the POINT OF BEGINNING.*

*Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 9,715 square feet (0.223 acres more or less).*

### Annabel C. Perry Elementary School

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF SECTION 26, THENCE RUN DUE WEST (ON AN ASSUMED BEARING) 2907.97 FEET, ALONG THE NORTH LINE THEREOF, TO THE SOUTHEAST CORNER OF MIRAMAR SECTION 3, AS RECORDED IN PLAT BOOK 41, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN DUE SOUTH 400 FEET ALONG THE WEST RIGHT OF WAY LINE OF SOUTHWEST 68<sup>TH</sup> AVENUE; THENCE RUN DUE WEST 200 FEET AND PARALLEL TO SAID NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 26 TO THE POINT OF BEGINNING; THENCE CONTINUE DUE WEST, 576.01 FEET ALONG

SAID PARALLEL LINE TO AN INTERSECTION WITH A LINE 1225 FEET EAST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST RIGHT OF WAY LINE OF THE SUNSHINE STATE PARKWAY; THENCE RUN SOUTH 00°37'27" EAST, 568.44 FEET ALONG SAID PARALLEL LINE, THENCE RUN DUE EAST, 209.82 FEET; THENCE RUN DUE SOUTH 130.00 FEET; THENCE RUN DUE EAST, 110.00 FEET; THENCE RUN DUE SOUTH 70.00 FEET; THENCE RUN DUE EAST 250.00 FEET TO AN INTERSECTION WITH A LINE 200 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO SAID WEST RIGHT OF WAY LINE OF SOUTHWEST 68<sup>TH</sup> AVENUE; THENCE RUN DUE NORTH 768.41 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, LESS THE NORTH 250.00 FEET THEREOF.

SAID LANDS BEING A PART OF SECTION 26, ACCORDING TO "NEWMAN'S SURVEY OF THE EAST 1/2 OF TOWNSHIP 51 SOUTH, RANGE 41 EAST" AS RECORDED IN PLAT BOOK 1, PAGE 118 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE IN MIRAMAR, BROWARD COUNTY, FLORIDA AND CONTAINING 10.187 ACRES, MORE OR LESS.

### Pompano Beach Middle School

*A portion of School House per resident addition according to the plat thereof as recorded in Plat Book 1, Page 10 of the public records of Broward County, Florida and being more fully described as follows:*

*Commencing(2) at the Southeast corner of said School House Site; thence North 89°59'35" West on the South line of said School House Site, a distance of 105.00 feet; thence North 00°00'25" East, a distance of 27.00 feet to the Point of Beginning(2); thence continuing North 00°00'25" East, a distance of 40.00 feet; thence South 89°59'35" East, a distance of 20.00 feet; thence North 00°00'25" East, a distance of 32.67 feet; thence North 89°59'35" West, a distance of 168.00 feet; thence South 00°00'25" West, a distance of 72.67 feet; thence South 89°59'35" East, a distance of 148.00 feet to the Point of Beginning(2).*

*Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 11,409 Square feet or 0.26 Acres, more or less.*

*Together with a portion of Lot 21 "RESIDENT ADDITION" to the Town of Pompano, according to the plat thereof as recorded in Plat Book 1, Page 10 of the Public Records of Broward County, Florida, and a portion of Lots 1, 2, 3, 4, 5, 28, 29, 30, 31 and 32, Block 3 and a portion of that certain 10 foot alley within said Block 3 (now vacated) and a portion of N.E. 3rd Avenue (now vacated) lying East of and adjacent to the said Lots 1 and 32 all in corrected Plat of Perry & Wells Subdivision, according to the plat thereof as recorded in Plat Book 4, Page 21 of the public records of Broward County, Florida and being more fully described as follows:*

*Commencing(3) at the Northeast corner of Lot 25 of said "RESIDENT ADDITION" to the Town of Pompano; thence South 89°59'24" West on said North line of Lots 25, 24, 23, 22 and 21, a distance of 600.00 feet; thence South 00°00'36" East, a distance of 105.00 feet to the Point of Beginning(3); thence continue South 00°00'36" East, a distance of 160.00 feet; thence South 89°59'24" West, a distance of 178.00 feet; thence North 00°00'36" West, a distance of 160.00 feet; thence North 89°59'24" East, a distance of 178.00 feet to the Point of Beginning(3).*

*Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 28,840 square feet, more or less.*

### Quiet Waters Elementary School

#### LEGAL DESCRIPTION (C.O.P.S. AREA):

A PARCEL OF LAND BEING A PORTION OF TRACT "A", ELEMENTARY SCHOOL "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERN—MOST SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 00°51'16" WEST, ALONG A WESTERLY LINE OF SAID TRACT "A", A DISTANCE OF 136.15 FEET; THENCE NORTH 89°19'24" EAST, A

DISTANCE OF 37.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°40'36" WEST, A DISTANCE OF 60.50 FEET; THENCE SOUTH 89°19'24" WEST, A DISTANCE OF 96.02 FEET; THENCE NORTH 00°40'36" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°19'24" EAST, A DISTANCE OF 215.95 FEET; THENCE SOUTH 00°40'36" EAST, A DISTANCE OF 100.50 FEET; THENCE SOUTH 89°19'24" WEST, A DISTANCE OF 119.93 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA, CONTAINING 15,894 SQUARE FEET (0.365 ACRES), MORE OR LESS.

NOTE: THE C.O.P.S. AREA PARCEL AS SHOWN HEREON HAS NOT BEEN FIELD SURVEYED. MONUMENTS HAVE NOT BEEN SET AT THE DESCRIBED CORNERS.

Sheridan Park Elementary School

A PORTION OF TRACT "A" OF "REPLAT OF PORTION OF HERITAGE HOMES" ACC THEREOF AS RECORDED IN PLAT BOOK 51, PAGE 36 OF THE PUBLIC RECORDS FLORIDA, SAID PORTION DESCRIBED AS FOLLOWS:

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COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE ALONG TH TRACT A ON AN ASSUMED BEARING OF SOUTH 90°00'00" WEST 224.43 FEET; TH 00°03'29" EAST 64.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°0 FEET; THENCE NORTH 00°00'00" EAST 10.90 FEET; THENCE NORTH 90°00'00" W THENCE CONTINUE NORTH 90°00'00" WEST 94.95 FEET; THENCE NORTH 00°00'0 THENCE NORTH 90°00'00" WEST 103.72 FEET; THENCE NORTH 00°00'00" EAST NORTH 90°00'00" EAST 95.62 FEET; THENCE SOUTH 00°00'00" EAST 48.81 FEET 90°00'00" EAST 53.21 FEET; THENCE SOUTH 00°00'00" EAST 67.25 FEET; THEN EAST 60.24 FEET; THENCE SOUTH 00°00'00" EAST 113.90 FEET; THENCE NORTH 257.29 FEET; THENCE SOUTH 00°00'00" EAST 145.67 FEET TO THE POINT OF B LANDS SITUATE, LYING, AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAIN FEET (1.774 ACRES) MORE OR LESS.

Stirling Elementary School

A PORTION OF PARCEL 'A' OF "SCHOOL SITE 0690" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 148, 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERNMOST NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A, SOUTH 00°10'30" WEST 73.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 00°10'30" WEST 340.18 FEET; THENCE NORTH 89°50'16" WEST 35.64 FEET; THENCE SOUTH 00°09'44" WEST 106.81 FEET; THENCE NORTH 89°50'16" WEST 62.34 FEET THENCE NORTH 00°09'44" EAST 446.99 FEET; THENCE SOUTH 89°50'33" EAST 98.06 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 40,002 SQUARE FEET (0.918 ACRES) MORE OR LESS.

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## Tropical Elementary School

PORTIONS OF TRACTS 2, 3 AND 4, BLOCK 1 IN THE NORTHEAST ONE-QUARTER ( $NE\frac{1}{4}$ ) OF SECTION 15, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "EVERGLADES PLANTATION COMPANY'S SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 800, PAGE 531, BROWARD COUNTY RECORDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 15 TOWNSHIP 50 SOUTH, RANGE 41 EAST THENCE RUN SOUTH 412.03 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE RUN WEST 83.01 FEET ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 15; THENCE RUN SOUTH 01°52'50" EAST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 15, 306.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°52'50" EAST 306.01 FEET; THENCE SOUTH 88°47'42" WEST 575.73 FEET; THENCE NORTH 26°48'46" EAST 23.18 FEET; THENCE NORTH 60°01'09" EAST 21.72 FEET; THENCE NORTH 87°59'39" EAST 211.21 FEET; THENCE NORTH 01°52'34" WEST 225.99 FEET; THENCE NORTH 86°13'44" EAST 33.35 FEET; THENCE NORTH 02°03'01" WEST 80.47 FEET; THENCE NORTH 88°09'32" EAST 91.14 FEET; THENCE NORTH 04°28'32" EAST 6.85 FEET; THENCE NORTH 87°42'17" EAST 40.95 FEET; THENCE SOUTH 01°44'27" WEST 7.38 FEET; THENCE NORTH 88°06'53" EAST 31.84 FEET; THENCE NORTH 02°38'54" WEST 19.91 FEET; THENCE NORTH 88°06'53" EAST 82.02 FEET; THENCE SOUTH 01°53'08" EAST 3.20 FEET; THENCE NORTH 89°08'38" EAST 74.36 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PLANTATION, BROWARD COUNTY, FLORIDA AND CONTAINING 106,381 SQUARE FEET (2.442 ACRES) MORE OR LESS.

## Village Elementary School

*A portion of Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 27, Township 49 South, Range 41 East, being more particularly described as follows:*

*Commenced(1) at the Southwest corner of "FIRST ADDITION TO SUNRISE GOLF VILLAGE SECTION NINE", according to the plat thereof, as recorded in Plat Book 57 at Page 1, of the Public Records of Broward County, Florida and run North 01 degree 01 minutes 30 seconds West line of the East one-half (E $\frac{1}{2}$ ) of the said Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 27 for 35.00 feet; thence run South 89 degrees 58 minutes 33 seconds West, along a line parallel with and 550.00 feet North of, as measured at right angles to, the South line of the said Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 27 for 809.92 feet; thence run North 01 degree 01 minutes 08 seconds West, along a line East of and parallel with, the West line of said Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 27 for 150.02 feet; thence run South 89 degrees 56 minutes 33 seconds West along a line North of and parallel with, the aforementioned South line of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 27 for 30.00 feet; thence run North 01 degree 01 minutes 08 seconds West along a line East of and parallel with, the aforementioned West line of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 27 for 593.66 feet; thence run North 89 degrees 56 minutes 33 seconds East along a line North of and parallel with, the aforementioned South line of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 27 for 132.01 feet to the Point of Beginning(1); thence South 01 degree 01 minutes 08 seconds East, a distance of 42.00 feet; thence North 88 degrees 58 minutes 52 seconds East, a distance of 188.00 feet; thence North 01 degree 01 minutes 08 seconds West, a distance of 97.00 feet; thence South 88 degrees 58 minutes 52 seconds West, a distance of 54.00 feet; thence North 01 degree 01 minutes 08 seconds West, a distance of 14.00 feet; thence South 88 degrees 58 minutes 52 seconds West, a distance of 40.00 feet; thence South 01 degree 01 minutes 08 seconds East, a distance of 14.00 feet; thence South 88 degrees 58 minutes 52 seconds West, a distance of 28.00 feet; thence South 01 degree 01 minutes 08 seconds East, a distance of 22.00 feet; thence South 88 degrees 58 minutes 52 seconds West, a distance of 68.00 feet; thence South 01 degree 01 minutes 08 seconds East, a distance of 33.00 feet to the Point of Beginning(1).*

*Said lands situate, lying and being in Broward County, Florida and containing 17,300 Square feet or 0.40 Acres, more or less.*

Westchester Elementary School

DESCRIPTION: (LIMITS OF CONSTRUCTION)  
A PORTION OF TRACT 18 IN SECTION 19, TOWNSHIP 48 SOUTH, RANGE 41 EAST OF "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2", AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PORTION DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF WESTCHESTER BOULEVARD (n/w 24TH STREET) AND N.W. 123RD AVENUE AS SHOWN ON PLAT BOOK 72, PAGE 43 BROWARD COUNTY RECORDS, THENCE ON AN ASSUMED BEARING OF SOUTH 90°00'00" WEST 323.68 FEET TO THE POINT C 6.93 FEET; THENCE NORTH 90°00'00" WEST 60.17 FEET; THENCE SOUTH 00°00'00" EAST 7.08 FEET; THENCE NORTH 90°00'00" WEST 57.89 FEET; THENCE SOUTH 01°18'53" EAST 117.77 FEET; THENCE NORTH 01°18'53" WEST 117.77 FEET; THENCE NORTH 90°00'00" EAST 120.69 FEET; THENCE SOUTH 90°00'00" WEST 120.69 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING, AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 13629 SQUARE FEET (0.313 ACRES)

Winston Park Elementary School

Tract "A", WINSTON PARK SECTION TWO, according to the plat thereof, as recorded in Plat Book 136, Page 1, of the public records of Broward County, Florida.

Said lands situate, lying and being in the City of Coconut Creek, Broward County, Florida, and containing 531,295 square feet or 12.2 acres, more or less.

Dolphin Bay Elementary School

"PARCEL D SCHOOL SITE", NAUTICA PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 164, PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PARCEL LYING IN BROWARD COUNTY, FLORIDA AND CONTAINS 522, 720 SQUARE FEET, MORE OR LESS.



## **B. PERMITTED ENCUMBRANCES**

### Apollo Middle School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of BOULEVARD HEIGHTS SECTION FIVE, as recorded in Plat Book 50, Page(s) 44, Public Records of Broward County, Florida.
2. Agreement between Sarah G. Rizzo, et al and West Hollywood Water Co. as recorded in O.R. Book 1362, Page 126, Public Records of Broward County, Florida.
3. Agreement between Sarah Rizzo, et al and West Hollywood Utility Co. as recorded in O.R. Book 1362 page 138, Public Records of Broward County, Florida.
4. Covenants, conditions and restrictions recorded May 5, 1960 in O.R. book 1917, Page 431, affected by O.R. Book 3021, Page 250, Public Records of Broward County, Florida.
5. Resolution No. 87-1 recorded August 21, 1987 in O.R. Book 14734, Page 698, re-recorded January 8, 1988 in O.R. Book 15100, Page 979, Public Records of Broward County, Florida.
6. Resolution No. 87-9 recorded in O.R. Book 14824, Page 837, Public Records of Broward County, Florida.
7. Easement recorded in O.R. Book 36857, Page 1110, Public Records of Broward County, Florida.

### Boulevard Heights Elementary School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SCHOOL SITE 0970, as recorded in Plat Book 156, Page(s) 18, Public Records of Broward County, Florida.
2. Easements recorded in O.R. Book 2237, Pages 401 & 406, Public Records of Broward County, Florida.
3. Agreements recorded in O.R. Book 2243, Pages 613 & 621, Public Records of Broward County, Florida.
4. Resolution of the Central Broward Drainage District recorded in O.R. Book 3438, Page 60, Public Records of Broward County, Florida.
5. Agreements recorded in O.R. Book 22088, Page 719, and O.R. Book 22163, Page 427, Public Records of Broward County, Florida.
6. Resolution recorded in O.R. Book 31125, Page 1113, Public Records of Broward County, Florida.

#### Broadview Elementary School

1. Restrictions, conditions, reservations, easements and other matters contained o the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4, Page(s) 31, together with the Special Warranty Deed to the State of Florida recorded in O.R. Book 2374, Page 717 and the Resolution Renaming Certain Streets recorded in O.R. Book 3032, Page 921, Public Records of Broward County, Florida.
2. Reservations contained in the Deed recorded in Deed Book 10, Page 74, Public Records of Broward County, Florida.
3. Agreement recorded in O.R. book 1791, Page 325, Public Records of Broward County, Florida.

#### Central Park Elementary School

1. Reservations recorded in O.R. Book 494, Page 473 and Deed Book 455, Page 73, Public Records of Broward County, Florida.
2. Restrictions, conditions, reservations, easements and other matters contained on the Plat of SCHOOL SITE 2640, as recorded in Plat Book 143, Page(s) 44, Public Records of Broward County, Florida.
3. Easements recorded in O.R. Book 12206, Page 602, O.R. Book 13462, Pages 584 & 588, O.R. Book 13470, Pages 556 & 558, O.R. Book 13520, Pages 956 & 961, O.R. Book 14211, Page 418, O.R. Book 14901, Page 204, O.R. Book 16750, Page 47 and O.R. Book 16980, Page 403, Public Records of Broward County, Florida.
4. Agreements recorded in O.R. Book 13835, Page 106, O.R. Book 10030, Page 714 and O.R. Book 15939, Page 484, Public Records of Broward County, Florida.

#### Cooper City Elementary School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of COOPER COLONY ESTATES SECTION ONE, as recorded in Plat Book 49, Page(s) 17; together with the Assignment from City of Sunrise to City of Cooper City, recorded in O.R. Book 10662, Page 218, 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 7, Page 576, as partially released by O.R. Book 1575 Page 416, Public Records of Broward County, Florida.
3. Agreement recorded in O.R. Book 1486, Page 455, Public Records of Broward County, Florida.
4. Easement to Florida Power & Light Company recorded in O.R. Book 1513, Page 373, Public Records of Broward County, Florida.

5. Resolution of the Central Broward Drainage District recorded in O.R. Book 3438, Page 60, Public Records of Broward County, Florida.
6. Easement to Broward County recorded in O.R. Book 21847, Page 327, Public Records of Broward County, Florida.

New Elementary School “Y”

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(s) 17, Public Records of Dade County, Florida.
2. Restriction, conditions, reservations, easements and other matters contained on the Plat of HUNTINGTON SECTION TWO SCHOOL AND PARK PLAT, as recorded in Plat Book 165, Page(s) 4, Public Records of Broward County, Florida.
3. Agreement recorded in O.R. Book 17718, Page 662, as amended by O.R. Book 18130, Page 833, Public Records of Broward County, Florida.
4. Covenants, conditions and restrictions recorded September 18, 1991 in O.R. Book 18754, Page 732, as amended by O.R. Book 18791, Page 45, O.R. Book 19438, Page 917, O.R. Book 20034, Page 239 and O.R. Book 21829, Page 955, Public Records of Broward County, Florida.
5. Agreement recorded in O.R. Book 18794, Page 53, Public Records of Broward County, Florida.
6. Covenants, conditions and restrictions recorded May 1, 1992 in O.R. Book 19438, Page 919, as amended and restated in O.R. book 20020, Page 405, O.R. Book 21085, Page 667, O.R. Book 21829, Page 958 and O.R. Book 28601, Page 742, Public Records of Broward County, Florida.
7. Covenants, conditions and restrictions recorded May 1, 1992, in O.R. Book 19439, Page 1, Public Records of Broward County, Florida.
8. Easement recorded in O.R. Book 24457, Page 289, Public Records of Broward County, Florida.
9. Agreement recorded in O.R. Book 28304, Page 711, Public Records of Broward County, Florida.
10. Agreement recorded in O.R. Book 28304, Page 722, Public Records of Broward County, Florida.
11. Agent of Record for Notice of Expiration of Finances of Adequacy recorded in O.R. Book 28304, Page 731, Public Records of Broward County, Florida.
12. Ordinance recorded in O.R. Book 30318, Page 928, Public Records of Broward County, Florida.
13. Ordinance recorded in O.R. Book 31401, Page 1715, Public Records of Broward County, Florida.

#### Fox Trail Elementary School

1. Restrictions, conditions, reservations, easements and other matters contain on the Plat of "CALUSA RIDGE" recorded at Plat Book 147, Page 47, Public Records of Broward County, Florida.
2. Easement in favor of Florida Power & Light Company recorded in O.R. Book 28852, Page 0537, Public Records of Broward County, Florida.
3. Covenants, conditions and restrictions contained in Declaration of Restrictions recorded in O.R. Book 23142, Page 217, Public Records of Broward County, Florida.

#### Harbordale Elementary School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of HARBORDALE, as recorded in Plat Book 41, Page(s) 9, Public Records of Broward County, Florida

#### Meadowbrook Elementary School

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, said lands lying and being in Broward County, Florida.
2. Canal and other 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 124, Page 440, Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.

#### New Middle School "OO"

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of CHAMBERS LAND COMPANY SUBDIVISION, as recorded in Plat Book 2, Page(s) 68, Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of COUNTRY LAKES WEST, as recorded in Plat Book 165, Page(s) 10, Public Records of Broward County, Florida.

#### Nob Hill Elementary School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of MILLER'S SUNRISE ESTATES SECTION ONE, as recorded in Plat Book 78, Page(s) 32, Public Records of Broward County, Florida.

#### North Fork Elementary School

1. Easement Deed recorded March 25, 1996 in O.R. Book 24649, Page 633, Public Records of Broward County, Florida.
2. Sanitary Sewer Agreement recorded December 31, 1965 in O.R. Book 3144, Page 438, Public Records of Broward County, Florida.

#### Palm Cove Elementary School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SCHOOL SITE 3311, as recorded in Plat Book 151, Page(s) 2, Public Records of Broward County, Florida.
2. Canal and other 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 June 30, 1908 in Deed Book 49, Page 213, Public Records of Broward County, Florida.
3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NASHER PLAT, as recorded in Plat Book 159, Page(s) 42, Public Records of Broward County, Florida.
4. Quit-Claim Deed recorded April 25, 1996 in O.R. Book 24789, Page 522, Public Records of Broward County, Florida.
5. Florida Power & Light Easement contained in instrument recorded August 31, 1984, in O.R. Book 11970, Page 141, as re-recorded in O.R. Book 15369, Page 184, Public Records of Broward County, Florida.
6. Florida Power & Light Easement contained in instrument recorded June 16, 1992, in O.R. Book 19591, Page 24, Public Records of Broward County, Florida.
7. Series 1991A Assignment Agreement recorded June 5, 1991 in O.R. Book 18444, Page 384, Public Records of Broward County, Florida.
8. Memorandum of Master Lease Purchase Agreement recorded June 5, 1991 in O.R. Book 18444, Page 394, Public Records of Broward County, Florida.
9. Memorandum of Ground Lease recorded June 5, 1991 in O.R. Book 18444, Page 401, Public Records of Broward County, Florida.

#### Pasadena Lakes Elementary School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of PASADENA LAKES WEST, as recorded in Plat Book 69, Page(s) 37, Public Records of Broward County, Florida.

2. Canal and other 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 49, Page 213, Public Records of Broward County, Florida.

Annabel C. Perry Elementary School

1. Canal and other 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 43, Page 432, Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.
2. Utility Easement contained in instrument recorded April 14, 1961, in O.R. Book 2158, Page 237, Public Records of Broward County, Florida.
3. Florida Power & Light Easement contained in instrument recorded June 2, 1971, in O.R. Book 4514, Page 669, Public Records of Broward County, Florida.

Pompano Beach Middle School

Restrictions, conditions, reservations, easements and other matters contained on the Plat of PERRY AND WELLS, as recorded in Plat Book 4, Page 21, of the Public Records of Broward County, Florida.

Quiet Waters Elementary School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of ELEMENTARY SCHOOL "A", as recorded in Plat Book 143, Page 20, of the Public Records of Broward County, Florida.
2. Ordinance recorded in O.R. Book 9274, Page 460; O.R. Book 10027, Page 739; O.R. Book 12373, Page 115; O.R. Book 12952, Page 297; O.R. Book 22098, Page 606; O.R. Book 26899, Page 854 and O.R. Book 27194, Page 32 of the Public Records of Broward County, Florida.
3. Easement to Southern Bell Telephone and Telegraph Company recorded in O.R. Book 10604, Page 857 of the Public Records of Broward County, Florida.
4. Temporary Easement recorded in O.R. Book 22517, Page 661 of the Public Records of Broward County, Florida.
5. Deeds to Broward County recorded in O.R. Book 22806, Page 573; O.R. Book 16690, Page 223 and O.R. Book 31033, Page 1088 of the Public Records of Broward County, Florida.

## **GENERAL EXCEPTIONS**

1. Taxes and assessments, if any, for the year 2004, and taxes and assessments which are not shown as existing liens by the public records.
2. Any lien provided by county ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid services charges for services by any water systems, sewer systems, or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien for services, labor, or material heretofore or hereinafter furnished, imposed by law and not shown by the public records.
7. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including, submerged, filled and artificially exposed lands, and lands accreted to such lands.
8. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
  - a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
  - b) Pursuant to Sec.. 55.201, et seq., F.S., personal property includes, but is not limited to leaseholds, interests in cooperative associations venders' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

This opinion does riot cover matters filed in the Federal District Courts of Florida except for Bankruptcy proceedings filed prior to October 7, 1984, when the property lies in either Dade, Duval, Hillsborough, Leon or Orange County.

### Sheridan Park Elementary School

1. Easements or claims of easements not shown by the public records
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of REPLAT OF PORTION OF HERITAGE HOMES, as recorded in Plat Book 51, page 36, 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 46, page 240, of the Public Records of Miami-Dade County, Florida.
4. Easements to Florida Power & Light Company recorded in O.R. Book Deed Book 652, page 49, O.R. Book 217, Page 166, O.R. Book 3656, page 371 and O.R. Book 4514, Page 662, of the Public Records of Broward County, Florida.
5. Agreement with Western Water Company, Inc., recorded in O.R. Book 2209, page 837, of the Public Records of Broward County, Florida.
6. Resolution of the Central Broward Drainage District recorded in O.R. Book 3438, page 60, of the Public Records of Broward County, Florida.
7. Notice of special Assessment Lien by the Central Broward Drainage District recorded in O.R. Book 3238, Page 21, Public Records of Broward County, Florida.

### Stirling Elementary School

1. Easements recorded in O.R. Book 1055, Page 448, O.R. Book 1294, Page 421 and O.R. Book 19771, Page 340, of the Public Records of Broward County, Florida.
2. Matters contained in Warranty Deed recorded in O.R. Book 3205, Page 642, of the Public Records of Broward County, Florida.
3. Resolution recorded in O.R. Book 3533, Page 818, of the Public Records of Broward County, Florida.
4. Matters contained in Quit-Claim Deed recorded in O.R. Book 8389, Page 997, of the Public Records of Broward County, Florida.
5. Ordinance recorded in O.R. Book 11148, Page 982, of the Public Records of Broward County, Florida.
6. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SCHOOL SITE 0690, as recorded in Plat Book 148, Page 42, of the Public Records of Broward County, Florida.
7. Release recorded in O.R. Book 17575, Page 557, of the Public Records of Broward County, Florida.



8. Leases recorded in O.R. Book 17619, Page 546 and 539, O.R. Book 21156, page 110 and O.R. Book 35330, Page 1004, of the Public Records of Broward County, Florida.

#### Tropical Elementary School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of EVERGLADES LAND COMPANY SUBDIVISION, as recorded in Plat Book 2, Page 7, of the Public Records of Dade County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of LAKEVIEW ESTATES SECTION ONE, as recorded in Plat Book 75, Page 2, of the Public Records of Broward County, Florida.
3. Easement recorded in O.R. Book 9810, page 908, of the Public Records of Broward County, Florida.

#### Village Elementary School

1. Easement recorded in O.R. Book 4515, Page 635, Public Records of Broward County, Florida.
2. Easement recorded in O.R. Book 27665, page 89, Public Records of Broward County, Florida

#### Westchester Elementary School

1. Easements or claims of easements not shown by the public records
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, as recorded in Plat Book 1, Page 102, of the Public Records of Palm Beach County, Florida; together with the Deeds to the City of Coral Springs for Roads recorded in O.R. Book 12305, page 551, O.R. Book 13694, Page 346, O.R. Book 13698, Page 470 and O.R. Book 16802, Page 888, 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 46, Page 240, of the Public Records of Miami-Dade County, Florida. (Entire Parcel)
4. 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 172, of the Public Records of Broward County, Florida. (Tract 19)
5. 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. (Tracts 18 and 20)

6. Easement recorded in O.R. Book 6366, Page 877, as assigned to the City of Coral Springs by O.R. Book 17444, Page 220, of the Public Records of Broward County, Florida.
7. Easement to Florida Power & Light Company recorded in O.R. Book 6870, Page 904, of the Public Records of Broward County, Florida.

Winston Park Elementary School

1. Covenants, conditions and restrictions recorded January 6, 1989, in O.R. Book 16096, Page 168, of the Public Records of Broward County, Florida.
2. Easement recorded in O.R. Book 16269, Page 318, of the Public Records of Broward County, Florida.
3. Agreement recorded in O.R. Book 17718, page 630, of the Public Records of Broward County, Florida.
4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of WINSTON PARK SECTION TWO, as recorded in Plat Book 136, Page 1, of the Public Records of Broward County, Florida.
5. 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 under Deed Book 116, page 13, as to Tract 53, Block 87 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with Partial Release in O.R. Book 8015, page 678, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, Laws of Florida.
6. 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 under Deed Book 581, Page 3, as to Tract 55, Block 87 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with Partial Release in O.R. Book 15050, Page 584, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, Laws of Florida.
7. 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 under Deed Book 581, page 35, as to Tracts 56, 57 and 69, Block 87, Lots 1 and 2, Block 88 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with Partial Release in O.R. Book 8015, Page 668, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, Laws of Florida.
8. 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 under Deed Book

583, Page 122, as to Tract 55, Block 87 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with partial Release in O.R. Book 4858, page 169, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, laws of Florida.

9. 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 under Deed Book 583, page 141, as to Tracts 56, 57 and 69, Block 87 of PALM BEACH FARMS COMPANY'S PLAT NO. 3, together with Partial Release in O.R. Book 8138, Page 661, of the Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Chapter 86-205, Laws of Florida.
10. Notice of Withdrawal of Platted Road, Streets, and Other Unexercised Rights, filed September 1, 1976 recorded in O.R. Book 6717, page 501, of the Public Records of Broward County, Florida.
11. Ordinance filed May 24, 1983 recorded in O.R. Book 10877, Page 204, of the Public Records of Broward County, Florida.
12. Ordinances and Resolutions recorded in O.R. Book 22824, Page 377 & 394, O.R. Book 23409, page 103, O.R. Book 28578, Pages 993 & 998, O.R. Book 30594, page 932, O.R. Book 30625, page 674, O.R. Book 30864, pages 1818 & 1840 and O.R. Book 30881, page 1325, of the Public Records of Broward County, Florida.

#### Dolphin Bay Elementary School

1. Traffic Signalization Agreement recorded in O.R. Book 27964, Page 429, and Road Improvement Agreement recorded in O.R. Book 27964, Page 414, Public Records of Broward County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NAUTICA, as recorded in Plat Book 164, Page 36, Public Records of Broward County, Florida.
3. Everglades Drainage District Reservations recorded in Deed Book 470, Page 160, as affected by O.R. Book 26359, Page 170, Public Records of Broward County, Florida.
4. Agreement recorded October 16, 1998, O.R. Book 28922, Page 208, Public Records of Broward County, Florida.
5. 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 631,

Page 155, as affected by O.R. Book 23977, Page 287, Public Records of Broward County, Florida.

6. Drainage Easement contained in instrument recorded May 1, 1997, O.R. Book 26359, Page 355, Public Records of Broward County, Florida.
7. Water and Sanitary Sewage Agreement recorded July 1, 1997, O.R. Book 26649, Page 793, Public Records of Broward County, Florida.
8. Note: School Agreement recorded December 23, 1996, O.R. Book 25814, Page 238, Public Records of Broward County, Florida.
9. Restrictions recorded in O.R. Book 29317, Page 1748; Together with Amendments recorded in O.R. Book 29902, Page 1545, O.R. Book 29902, Page 1550, O.R. Book 32070, Page 1118, O.R. Book 32070, Page 1127 Public Records of Broward County, Florida.
10. Agreement recorded in O.R. Book 40597, Page 1980, Public Records of Broward County, Florida.
11. Easement recorded in O.R. Book 39291, Page 1179, Public Records of Broward County, Florida.
12. Resolutions recorded in O.R. Book 31125, Page 1113, O.R. Book 30017, Page 505 Public Records of Broward County, Florida.

**EXHIBIT C TO SCHEDULE 2004-1**

**Series 2004-1 Facilities**

**Series 2004C Certificates of Participation**

<b><u>Lease Payment Date</u></b>	<b><u>Basic Lease Payment</u></b>	<b><u>Principal Portion</u></b>	<b><u>Interest Portion</u></b>	<b><u>Remaining Principal</u></b>
6/15/2014	7,848,809.38	7,275,000	573,809.38	15,520,000
12/15/2014	407,400.00		407,400.00	15,520,000
6/15/2015	7,917,400.00	7,510,000	407,400.00	8,010,000
12/15/2015	210,262.50		210,262.50	8,010,000
6/15/2016	8,220,262.50	8,010,000	210,262.50	

**Series 2004-1 Facilities**

**Series 2012A Certificates of Participation**

<u>Lease Payment Date</u>	<u>Basic Lease Payment</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Remaining Principal</u>
6/15/2014	795,750.00		795,750.00	31,830,000
12/15/2014	795,750.00		795,750.00	31,830,000
6/15/2015	795,750.00		795,750.00	31,830,000
12/15/2015	795,750.00		795,750.00	31,830,000
6/15/2016	795,750.00		795,750.00	31,830,000
12/15/2016	795,750.00		795,750.00	31,830,000
6/15/2017	9,085,750.00	8,290,000	795,750.00	23,540,000
12/15/2017	588,500.00		588,500.00	23,540,000
6/15/2018	9,313,500.00	8,725,000	588,500.00	14,815,000
12/15/2018	370,375.00		370,375.00	14,815,000
6/15/2019	9,525,375.00	9,155,000	370,375.00	5,660,000
12/15/2019	141,500.00		141,500.00	5,660,000
6/15/2020	5,801,500.00	5,660,000	141,500.00	

**Series 2014A Certificates of Participation  
Series 2004-1 Facilities**

2014A-1 BofA				2014A-2 US Bank			
<u>Lease Payment Date</u>		<u>Principal Portion</u>	<u>Interest Portion*</u>	<u>Debt Service*</u>	<u>Principal Portion</u>	<u>Interest Portion*</u>	<u>Debt Service*</u>
6/15/2014	-		860,996.07	860,996.07	-	851,167.34	851,167.34
12/15/2014	-		1,277,607.08	1,277,607.08	-	1,263,022.52	1,263,022.52
6/15/2015	90,000.00		1,256,776.53	1,346,776.53	90,000.00	1,242,429.76	1,332,429.76
12/15/2015	-		1,275,592.28	1,275,592.28	-	1,261,030.70	1,261,030.70
6/15/2016	70,000.00		1,261,727.14	1,331,727.14	65,000.00	1,247,323.85	1,312,323.85
12/15/2016	-		1,274,025.20	1,274,025.20	-	1,259,592.18	1,259,592.18
6/15/2017	-		1,253,253.05	1,253,253.05	-	1,239,055.35	1,239,055.35
12/15/2017	-		1,274,025.20	1,274,025.20	-	1,259,592.18	1,259,592.18
6/15/2018	-		1,253,253.05	1,253,253.05	-	1,239,055.35	1,239,055.35
12/15/2018	-		1,274,025.20	1,274,025.20	-	1,259,592.18	1,259,592.18
6/15/2019	-		1,253,253.05	1,253,253.05	-	1,239,055.35	1,239,055.35
12/15/2019	-		1,274,025.20	1,274,025.20	-	1,259,592.18	1,259,592.18
6/15/2020	1,965,000.00		1,261,611.55	3,226,611.55	1,960,000.00	1,247,315.43	3,207,315.43
12/15/2020	-		1,230,035.42	1,230,035.42	-	1,216,215.20	1,216,215.20
6/15/2021	5,175,000.00		1,213,128.62	6,388,128.62	5,175,000.00	1,199,497.80	6,374,497.80
12/15/2021	-		1,114,184.40	1,114,184.40	-	1,101,686.70	1,101,686.70
6/15/2022	5,385,000.00		1,098,639.05	6,483,639.05	5,390,000.00	1,086,317.61	6,476,317.61
12/15/2022	-		993,632.22	993,632.22	-	982,400.04	982,400.04
6/15/2023	5,600,000.00		980,157.02	6,580,157.02	5,600,000.00	969,076.87	6,569,076.87
12/15/2023	-		868,266.86	868,266.86	-	858,465.82	858,465.82
6/15/2024	5,835,000.00		859,539.11	6,694,539.11	5,840,000.00	849,837.09	6,689,837.09
12/15/2024	-		737,640.68	737,640.68	-	729,220.12	729,220.12
6/15/2025	6,075,000.00		725,613.93	6,800,613.93	6,075,000.00	717,330.66	6,792,330.66

\* The actual Series 2014A Interest is computed at a variable rate as provided in Section 6 hereof. The figures set forth herein are based upon a hypothetical fixed rate.

12/15/2025	-	601,641.66	601,641.66	-	594,773.60	594,773.60
6/15/2026	6,300,000.00	596,431.29	6,896,431.29	6,300,000.00	589,622.71	6,889,622.71
12/15/2026	-	460,605.66	460,605.66	-	455,347.60	455,347.60
6/15/2027	6,590,000.00	457,104.71	7,047,104.71	6,585,000.00	451,883.61	7,036,883.61
12/15/2027	-	313,077.54	313,077.54	-	309,614.24	309,614.24
6/15/2028	6,850,000.00	313,008.19	7,163,008.19	6,850,000.00	309,544.48	7,159,544.48
12/15/2028	-	159,728.86	159,728.86	-	158,016.12	158,016.12
6/15/2029	7,135,000.00	157,124.59	7,292,124.59	7,140,000.00	155,439.77	7,295,439.77
		<hr/>		<hr/>		
		57,070,000.00	28,929,730.41	85,999,730.41	57,070,000.00	28,602,114.41
		<hr/>		<hr/>		85,672,114.41



## Series 2004-1 Facilities Composite

### Series 2004-1 Facilities (Composite)

<u>Lease Payment Date</u>	<u>Basic Lease Payment*</u>	<u>Principal Portion</u>	<u>Interest Portion*</u>	<u>Remaining Principal</u>
6/15/2014	6,357,722.78	3,360,000.00	2,997,722.78	161,490,000.00
12/15/2014	3,743,779.56	-	3,743,779.56	161,490,000.00
6/15/2015	11,392,356.25	7,690,000.00	3,702,356.25	153,800,000.00
12/15/2015	3,542,635.48	-	3,542,635.48	153,800,000.00
6/15/2016	11,660,063.49	8,145,000.00	3,515,063.49	145,655,000.00
12/15/2016	3,329,367.38	-	3,329,367.38	145,655,000.00
6/15/2017	11,578,058.40	8,290,000.00	3,288,058.40	137,365,000.00
12/15/2017	3,122,117.38	-	3,122,117.38	137,365,000.00
6/15/2018	11,805,808.40	8,725,000.00	3,080,808.40	128,640,000.00
12/15/2018	2,903,992.38	-	2,903,992.38	128,640,000.00
6/15/2019	12,017,683.40	9,155,000.00	2,862,683.40	119,485,000.00
12/15/2019	2,675,117.38	-	2,675,117.38	119,485,000.00
6/15/2020	12,235,426.98	9,585,000.00	2,650,426.98	109,900,000.00
12/15/2020	2,446,250.62	-	2,446,250.62	109,900,000.00
6/15/2021	12,762,626.41	10,350,000.00	2,412,626.41	99,550,000.00
12/15/2021	2,215,871.10	-	2,215,871.10	99,550,000.00
6/15/2022	12,959,956.66	10,775,000.00	2,184,956.66	88,775,000.00
12/15/2022	1,976,032.22	-	1,976,032.22	88,775,000.00
6/15/2023	13,149,233.87	11,200,000.00	1,949,233.87	77,575,000.00
12/15/2023	1,726,732.68	-	1,726,732.68	77,575,000.00
6/15/2024	13,384,376.19	11,675,000.00	1,709,376.19	65,900,000.00
12/15/2024	1,466,860.76	-	1,466,860.76	65,900,000.00
6/15/2025	13,592,944.55	12,150,000.00	1,442,944.55	53,750,000.00
12/15/2025	1,196,415.30	-	1,196,415.30	53,750,000.00
6/15/2026	13,786,054.02	12,600,000.00	1,186,054.02	41,150,000.00
12/15/2026	915,953.30	-	915,953.30	41,150,000.00
6/15/2027	14,083,988.33	13,175,000.00	908,988.33	27,975,000.00
12/15/2027	622,691.78	-	622,691.78	27,975,000.00
6/15/2028	14,322,552.67	13,700,000.00	622,552.67	14,275,000.00
12/15/2028	317,745.02	-	317,745.02	14,275,000.00
6/15/2029	14,587,564.39	14,275,000.00	312,564.39	
	231,877,979.13	164,850,000.00	67,027,979.13	

\* The actual Series 2014A Interest is computed as a variable rate as provided in Section 6 hereof. The figures set forth herein are based upon a hypothetical fixed rate.

**SCHEDULE 2008A-1**  
**dated as of June 1, 2008,**  
**as Amended and Restated as of October 1, 2008,**  
**as Amended and Restated as of April 1, 2009,**  
**as amended as of June 1, 2009, and June 1, 2011**  
**as Amended and Restated as of February 1, 2014, and**  
**as Further Amended and Restated as of January 1, 2015**  
**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 to First Union National Bank of Florida),**  
**as Trustee and Assignee (the “Trustee”)**

THIS AMENDED AND RESTATED SCHEDULE 2008A-1 (the “Schedule 2008A-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 2008A-1 Facilities herein described. The Trustee, as assignee of the Corporation, hereby demises and leases to the School Board, and the School Board hereby hires, takes and leases from the Trustee, the Series 2008A-1 Facility Sites, and the Series 2008A-1 Facilities (together, the “Series 2008A-1 Facilities”) and the Series 2008A-1 Comprehensive Needs Projects (the “Series 2008A-1 Comprehensive Needs Projects”) described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 in the Series 2008A Ground Lease (hereinafter defined). The Master Lease with respect to this Schedule 2008A-1 and as modified and supplemented hereby is referred to herein as the “Series 2008A-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 2008A-1 Lease the following terms have the meanings 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 2008A Supplemental Trust Agreement and the Series 2014B Supplemental Trust Agreement, as appropriate.

“**Closing Date**” means the date of delivery of the Series 2008A Certificates to the respective Series 2008A Underwriters against payment therefor.

“**Commencement Date**” for the Series 2008A-1 Lease is the Closing Date.

**“Continuing Disclosure Certificate”** shall mean (a) with respect to the Series 2008A Continuing Disclosure Certificate, dated June 19, 2008, executed and delivered by the School Board in connection with the issuance of the Series 2008A Certificates and (b) with respect to the Series 2014B 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 2014B Certificates.

**“Qualified Swap Agreement”** for purposes of this Series 2008A-1 Lease means a swap agreement with a swap provider (i) rated at least “AA-” by S&P or “Aa3” by Moody's (or whose obligations are unconditionally guaranteed by an entity so rated) at the time the swap agreement is entered into and (ii) following any downgrade of such provider (or guarantor) is rated at least “BBB” by S&P and “Baa2” by Moody's and has collateralized its Obligations with a zero Threshold as such terms are defined in the Credit Support Annex (the “CSA”) to the Schedule to such swap agreement.

**“Series 2008A Certificates”** shall mean the \$270,560,000 Certificates of Participation, Series 2008A dated as of the Closing Date, issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

**“Series 2008A-1 Comprehensive Needs Projects”** shall mean the projects described in Exhibit A – Part B of this Schedule 2008A-1, as this Schedule 2008A-1 may be further amended or supplemented from time to time.

**“Series 2008A-1 Facilities”** shall mean, collectively, the Series 2008A-1 Facilities and the Series 2008A-1 Facility Sites described in this Schedule 2008A-1, as this Schedule 2008A-1 may be amended or supplemented from time to time. A portion of the improvements to be made to the Series 2008A-1 Facilities from the proceeds of the Series 2008A Certificates are not subject to the lien of the Series 2008A-1 Lease.

**“Series 2008A-1 Facility Sites”** shall mean the Facility Sites described in this Schedule 2008A-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 2008A Supplemental Trust Agreement”** shall mean the Series 2008A Supplemental Trust Agreement dated as of June 1, 2008 between the Corporation and the Trustee.

**“Series 2014B Certificates”** shall mean the \$[PAR AMOUNT] Certificates of Participation, Series 2014B 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 2014B Supplemental Trust Agreement”** shall mean the Series 2014B Supplemental Trust Agreement dated as of January 1, 2015, between the Corporation and the Trustee.

**Section 2. Lease Term.** The total of all Lease Terms of the Series 2008A-1 Lease is expected to be approximately twenty-five (25) years and twelve (12) days consisting of an “Original Term” of approximately twelve (12) days from the Commencement Date through and including June 30, 2008, and twenty-five (25) Renewal Terms of twelve (12) months each, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2008 and ending June 30, 2033, provided that on such date no Series 2008A 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 2008A-1 Facilities Lease Purchased.** A general description of the Series 2008A-1 Facilities and the estimated costs of the Series 2008A-1 Facilities to be lease-purchased under the Series 2008A-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 2008A-1 Facility Sites Ground Leased to the Corporation and Permitted Encumbrances.** The legal descriptions of the Series 2008A-1 Facility Sites to be ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are described in Exhibit B hereto. Substitutions may be made in accordance with the requirements of the Master Lease and the Series 2008A Ground Lease.

**Section 5. Application of Certain Proceeds of Series 2008A Certificates and the Series 2014B Certificates.** Pursuant to the provisions of Section 402 of the Series 2008A Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2008A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2008A Certificates:

<u>Amount</u>	<u>Account</u>
\$200,479,432.00	Series 2008A Acquisition Account
317,235.13	Series 2008A Cost of Issuance Subaccount

Pursuant to the provisions of Section 402 of the Series 2014B Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2008A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2014B Certificates:

<u>Amount</u>	<u>Account</u>
\$(AMOUNT)	Escrow Deposit Trust Fund
\$(AMOUNT)	Series 2014B 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, 2008) and the remaining principal portion with respect to the Series 2008A-1 Facilities to be lease purchased and the Series 2008A Certificates attributable to such Series 2008A-1 Facilities are set forth in Exhibit C hereto. If, upon delivery of the Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2008A-1 Facilities, or if the School Board determines not to acquire, construct or install one or more components of the Series 2008A-1 Facilities, it is determined that the cost of, and consequently the actual amount of Basic Lease Payments for, a Series 2008A-1 Facility is different from the amount set forth herein, Exhibit C shall be revised as necessary to reflect the adjusted Schedule of Basic Lease Payments for all Series 2008A-1 Facilities to be lease-purchased. The Composite Schedule of Basic Lease Payments shall be no less than the principal and interest payments with respect to the portion of the Series 2008A Certificates relating to the Series 2008A-1 Facilities and shall only be amended in the event of (i) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2008A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2008A Certificates pursuant to Article III of the Series 2008A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement or (ii) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2014B Certificates pursuant to

Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2014B Certificates pursuant to Article III of the Series 2014B Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by the Series 2008A 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 2008A 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 2008A Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2008A-1 Lease and Series 2008A-2 Lease, except as otherwise provided herein:

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 \$4,500. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

The fees set forth above for Trustee services include services under Schedules 2008A-1 and 2008A-2.

3. Credit Facility Issuer Payment: \$2,962,315.12 paid to the Series 2008A Credit Facility Issuer upon issuance of the Series 2008A Certificates with respect to the Series 2008A Credit Facility.

Additional Lease Payments with respect to the Series 2014B Certificates consist of a pro rata portion of the following amounts to be paid with respect to both the Series 2008A-1 Lease and Series 2008A-2 Lease, except as otherwise provided herein:

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 2008A-1 is subject to the following prepayment provisions:

**A. Optional Prepayment.**

Series 2008 Certificates

(i) The principal portion of Basic Lease Payments due on or before June 15, 2018 shall not be subject to prepayment at the option of the School Board.

(ii) The principal portion of Basic Lease Payments due on or after June 15, 2019 shall be subject to prepayment on or after June 15, 2018 by the School Board in whole or in part on any Business Day at the option of the School Board, 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 portion of Basic Lease Payments being prepaid plus the interest portion of the Basic Lease Payments with respect to such prepaid principal portion accrued to the Prepayment Date.

**B. Extraordinary Prepayment.**

Series 2008 Certificates

The extraordinary prepayment provisions set forth in Section 7.2(b) and Section 5.4(b) of the Master Lease shall not apply to the Series 2008A-1 Lease.

**Section 9. Other Special Provisions.**

**A. Representations.**

(i) 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 2008A-1 and all references therein to the Facilities shall include the Series 2008A-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 2008A-1 and all references therein to the Facilities shall include the Series 2008A-1 Facilities, and except as otherwise provided below.

(ii) 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 2008A-1 under any Lease, Ground Lease or the Trust Agreement.

(iii) 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 2008A-1 Facilities, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2008A-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 2008A Credit Facility Issuer at the following address:

Series 2008A Credit Facility Issuer  
Financial Security Assurance Inc.  
31 West 52<sup>nd</sup> Street  
New York, New York 10019  
Attention: Surveillance Department

**C. Supplemental Provisions Required by Series 2008A Credit Facility Issuer.**

For the purpose of the Series 2008A-1 Lease as long as the Series 2008A Credit Facility is in full force and effect, unless otherwise waived in writing by the Series 2008A 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 2008A 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 2008A 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 2008A Ground Lease or this Schedule 2008A-1 or take any other action to substitute for any Series 2008A-1 Facilities other facilities owned by the School Board pursuant to Section 6.4 of the Master Lease without the consent of the Series 2008A Credit Facility Issuer.

(2) The School Board may not amend the Series 2008A Ground Lease or this Schedule 2008A-1 or take any other action to release a Series 2008A-1 Facility or a Series 2008A-1 Facility Site without the prior written consent of the Series 2008A Credit Facility Issuer.

(3) The Series 2008A 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 2008A 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 2008A-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 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).

(12) Unless the Series 2008A Credit Facility Issuer shall otherwise consent, (i) any provider of property insurance shall be rated at least “A” by A.M. Best or in one of the two highest rating categories by Moody’s or S&P and (ii) any self-insurance fund shall be held by a third party in a segregated fund.

**D. Continuing Disclosure.** For purposes of the Series 2008A-1 Lease, the School Board agrees to comply with the terms and provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2008A-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, provided it has been satisfactorily indemnified in accordance with Section 602 of the Master Trust Agreement as if it were proceeding under Section 602 of the Master Trust Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Series 2008A Certificates, shall) or any Holder of the Series 2008A 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 Series 2008A Certificates (including persons holding Series 2008A Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2008A Certificates for federal income tax purposes.

**E. Section 3.2(b) of the Master Lease.** For purposes of the Series 2008A-1 Lease, Section 3.2(b) of the Master Lease shall read as follows:

(b) Upon the completion of acquisition and construction of the Series 2008A-1 Facilities and payment of all Costs of the Series 2008A-1 Facilities or upon the termination of the Lease Term of the Series 2008A-1 Lease pursuant to Section 4.1 of the Master Lease, in either case, with the delivery of a Favorable Opinion, the amounts, if any, on deposit in the Acquisition Account for a related Series of Certificates shall be transferred to the Series 2008A Lease Payment Account, to be applied to Basic Lease Payments next coming due under the Series 2008A-1 Lease.

**F. Section 3.2(c) of the Master Lease.** For purposes of the Series 2008A-1 Lease, Section 3.2(c) of the Master Lease shall read as follows:

(c) There shall be deposited in the Series 2008A Lease Payment Account for a Series of Certificates related to the Series 2008A Lease, Net Proceeds realized in the event of damage, destruction or condemnation to be applied to Basic Lease Payments under the Series 2008A-1 Lease, as provided for in Section 5.4(b) of the Master Lease.

**G. Section 5.4(b) of the Master Lease.** For purposes of the Series 2008A-1 Lease, Section 5.4(b) of the Master Lease shall read as follows:

(b) **Option B - Acquisition and Construction of Other Facilities; Deposit to Lease Payment Account.** Provided, however, if the School Board has determined that its operations have not been materially affected and that it is not in the best interest of the School Board to repair, restore or replace that portion of the Facilities as damaged, destroyed or condemned, then the School Board shall not be required to comply with the provisions of subparagraph (a) set forth above. If the Net Proceeds are (i) less than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities and (ii) equal to or less than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under such Lease, such Net Proceeds may, at the option of the School Board, be deposited in the Lease Payment Account for the Series of Certificates relating to such Facilities to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof. If the Net Proceeds are (i) equal or greater than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities or (ii) greater than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under such Lease, then the School Board shall apply such Net Proceeds to pay the Costs of other Facilities to be used for educational purposes, in which case such other Facilities shall become subject to the provisions of the related Lease as fully as if they were the originally leased Facilities; provided that Net Proceeds may be used to pay the Costs of Facilities financed under such Lease or the Costs of Facilities to be used for non-educational purposes with the consent of the Credit Facility Issuer, if any, for the Series of Certificates from which the originally leased Facilities were originally financed.

**H. Remedies Upon Termination. [TO BE UPDATED]** Certain Facilities financed under Schedule 2001B-1 dated as of January 1, 2002, as amended and restated and amended to date ("Prior Schedule 2001B-1"); Schedule 2004-1 dated as of June 1, 2004, as Amended and Restated as of June 1, 2006 ("Prior Schedule 2004-1"); Schedule 2005A-1 dated as of May 15, 2005, as Amended and Restated as of March 1, 2007 and June 1, 2008 ("Prior Schedule 2005A-1"); Schedule 2005B dated as of May 15, 2005, as Amended and Restated as of March 1, 2007 and June 1, 2008 ("Prior Schedule 2005B"); Schedule 2006-1 dated as of June 1, 2006, as Amended and Restated as of March 10, 2011 ("Prior Schedule 2006-1") and Amended and Restated Schedule 2008A-1 dated as of June 1, 2008, October 1, 2008, April 1, 2009, and February 1, 2014 ("Prior Schedule 2008A-1" and together with Prior Schedule 2001B-1, Prior Schedule 2004-1, Prior Schedule 2005A-1 and Prior Schedule 2005B, the "Prior Schedules"), each as amended by an Amendment dated as of June 1, 2008 and Prior Schedule 2004-1, 2005A-1 and 2006-1 each as amended by an Amendment on June 1, 2009 and Schedule 2008A-1 as amended on June 1, 2009 and June 1, 2011 (collectively, the "Amendment") executed by the School Board, the Corporation and, as applicable, the Trustee, as assignee of the Corporation, are also being financed as Series 2008A-1 Facilities under this Schedule 2008A-1, as described on Schedule I attached hereto (the "Overlapping Facilities"). Capitalized terms used, but not defined, in this Section 9.H. shall have the meanings assigned thereto in the Amendment. 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 2008A Ground Lease or this Schedule 2008A-1, including particularly Sections 5 and 7 of the Prior Ground Leases and the Series 2008A Ground Lease, upon the termination of the term of:

(1) the Series 2001B-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to the Southwest Bus Parking Facilities shall be allocated to Schedule 2001B-1 and to Schedule 2008A-1 in proportion to the amount of the financing of the Southwest Bus Parking Facilities provided by Series 2001B-1 Lease and the Series 2008A-1 Lease, respectively, and to the Holders of the

outstanding (i) Series 2004B, (ii) Series 2011A Certificates, (iii) Series 2012A Certificates and (iv) Series 2008A Certificates to the extent of the interest of each such Series of Certificates in the applicable Lease;

(2) the Series 2004-1 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 Apollo Middle School shall be allocated to Schedule 2004-1 and to Schedule 2008A-1 in proportion to the amount of the financing of Apollo Middle School provided by Schedule 2004-1 and Schedule 2008A-1, and (ii) with respect to Pompano Beach Middle School be allocated to Schedule 2004-1 and to Schedule 2008A-1 in proportion to the amount of the financing of Pompano Beach Middle School provided by Schedule 2004-1 and Schedule 2008A-1, and to the Holders of the outstanding (i) Series 2004 Certificates in accordance with the Series 2004-1 Lease, (ii) Series 2008A Certificates in accordance with the Series 2008A-1 Lease, (iii) Series 2004C Certificates in accordance with the Series 2004-1 Lease, (iv) Series 2004D Certificates in accordance with the Series 2004-1 Lease and (v) Series 2012A Certificate in accordance with the Series 2004-1 Lease;

(3) 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 to Schedule 2005A-1 and to Schedule 2008A-1 in proportion to the amount of the financing of Elementary School "A" provided by Schedule 2005A-1 and Schedule 2008A-1 and (ii) with respect to Nova High School be allocated to Schedule 2005A-1 and to Schedule 2008A-1, and to the Holders of the outstanding (i) Series 2005A Certificates in accordance with the Series 2005A-1 Lease (ii) Series 2008A Certificates in accordance with the Series 2008A-1 Lease, and (iii) Series 2015A Certificates in accordance with the Series 2008A-1 Lease and the Series 2015A Supplemental Trust Agreement;

(4) the Series 2005B Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to Elementary School "Z" shall be allocated 70.76% to Prior Schedule 2005B and 29.24% to Schedule 2008A-1, and to the Holders of the outstanding (i) Series 2005B Certificates in accordance with the Series 2005B Lease, (ii) Series 2008A Certificates in accordance with the Series 2008A-1 Lease, and (iii) Series 2015A Certificates in accordance with the Series 2008A-1 Lease;

(5) the Series 2006-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to Peters Elementary School shall be allocated 56.68% to Schedule 2006-1 and 43.32% to Schedule 2008A-1, and to the Holders of the outstanding (i) Series 2006 Certificates in accordance with the Series 2006-1 Lease (ii) Series 2008A Certificates in accordance with the Series 2008A-1 Lease, and (iii) Series 2015A Certificates in accordance with the Series 2008A-1 Lease;

(6) The Series 2008A-1 Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Mater Lease with respect to Harbordale Elementary School shall be allocated 76.88% to Schedule 2008A-1 and 23.12% to Schedule 2009A-1, and to the Holders of the outstanding (i) Series 2008A Certificates in accordance with the Series 2008A-1 Lease (ii) Series 2009A Certificates in accordance with the Series 2009A-1 Lease, and (iii) Series 2015A Certificates in accordance with the Series 2008A-1 Lease; and

(7) The Series 2009A-1 Lease (as defined in Schedule 2009A-1), the proceeds derived from exercising any of the remedies available under the Master Lease with respect to PPO Zone 4 shall be allocated 59.93% to Schedule 2008A-1, 24.46% to Schedule 2001B-1 and 15.61% to Schedule 2009A-1, and pro rata to the Holders of the outstanding (i) Series 2008A

Certificates in accordance with the Series 2008A-1 Lease (ii) Series 2012A Certificates in accordance with the Series 2001B-1 Lease, and (iii) Series 2009A Certificates in accordance with the Series 2009A-1 Lease.

**I. No Surrender of Series 2008A-1 Comprehensive Needs Projects.**

(A) Upon termination of the Series 2008A-1 Lease Term prior to the payment of all Lease Payments scheduled therefor or without the payment of the then applicable Purchase Option Price of the Series 2008A-1 Comprehensive Needs Projects, or (B) as provided in Section 8.2 of the Master Lease upon the occurrence of an event of default, then the Purchase Option Price of the Series 2008A-1 Comprehensive Needs Projects, shall become immediately due and payable, but only from the School Board's current or other funds authorized by law and appropriated for such purpose as provided in Section 3.1 of the Master Lease. The Corporation's sole remedy (other than rights and remedies it may have at law against the School Board's legally available funds for compensatory damages as provided below upon the occurrence of an Event of Default under Section 8.1 of the Master Lease) shall be to seek a judgment against the School Board for the unpaid balance of the Purchase Option Price for the Series 2008A-1 Comprehensive Needs Projects, which judgment shall be enforceable solely against the School Board's legally available funds.

Notwithstanding the obligations of the School Board to pay the Purchase Option Price of the Series 2008A-1 Comprehensive Needs Projects, the School Board shall be under no obligation to transfer possession of and/or title to the Series 2008A-1 Comprehensive Needs Projects to the Corporation, and the Corporation shall have no right under the Series 2008A-1 Lease to involuntarily dispossess the School Board of the use and enjoyment of or title to any of the Series 2008A-1 Comprehensive Needs Projects, and the Corporation hereby irrevocably waives any right to specific performance of the School Board's covenants upon any such termination of the Lease Term.

Upon the termination of the Lease Term as a result of a default by the School Board, the Corporation shall have, in addition to the rights and remedies described above, the right to sue for compensatory damages, including damages for any loss suffered by the Corporation or the Trustee as a result of the School Board's failure to pay the unpaid balance of the Purchase Option Price for the Series 2008A-1 Comprehensive Needs Projects when due.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation has caused this Schedule 2008A-1 to be executed in its corporate name by its duly authorized officers, the School Board has caused this Schedule 2008A-1 to be executed in its name by its duly authorized members or officers, and the Trustee has caused this Schedule 2008A-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:

By: \_\_\_\_\_  
Robert W. Runcie  
Secretary

By: \_\_\_\_\_  
Donna P. Korn  
President

[SEAL]

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

Attest:

By: \_\_\_\_\_  
Robert W. Runcie  
Secretary

By: \_\_\_\_\_  
Donna P. Korn  
Chair

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

By: \_\_\_\_\_  
Michael C. Daly  
Vice President

**SCHEDULE I**

<b><u>Facility</u></b>	<b><u>Amount Financed Under Schedule 2008A-1</u></b>	<b><u>Related Prior Schedule</u></b>	<b><u>Amount Financed Under Related Prior Schedule</u></b>	<b><u>Total Amount (Prior Schedule and Schedule 2008A-1)</u></b>	<b><u>Percent Allocable to Schedule 2008A-1</u></b>	<b><u>Percent Allocable to Related Prior Schedule</u></b>
Apollo Middle	\$11,381,963	2004-1	\$5,745,979	\$17,127,942	66.45%	33.55%
Elementary School "Z" (Area A1)	9,095,150	2005B	22,012,617	31,107,767	29.24	70.76
Elementary School "A" (Area C1)	7,446,766	2005A-1	21,816,000	29,262,766	25.45	74.55
Harbordale Elementary School	6,900,870	2009A-1	2,075,215	8,976,084	76.88	23.12
Nova High	6,607,830	2005A-1	7,526,472	14,134,302	46.75	53.25
Peters Elementary	6,539,550	2006-1	8,557,500	15,097,050	43.32	56.68
Pompano Beach Middle	10,051,109	2004-1	20,014,125	17,232,119	58.33	41.67
Southwest Bus Parking Facilities	<u>23,715,627</u>	2001B-1	<u>9,667,258</u>	<u>33,392,885</u>	71.02	28.98
	<u>\$81,738,865</u>		<u>\$97,415,166</u>	<u>\$166,330,915</u>		

Schedule I



## **EXHIBIT A TO SCHEDULE 2008A-1**

### **A. General Description of the Series 2008A-1 Facilities to be Lease Purchased:**

Apollo Middle School – A 14 classroom addition at the existing middle school located at 6800 Arthur Street in the City of Hollywood. This addition will total approximately 21,899 gross square feet. This addition will provide 14 intermediate classrooms, custodial closets, teacher planning and student/staff restrooms. It will add approximately 308 student stations to the schools' capacity.

Boyd Anderson High School – A kitchen/cafeteria replacement at the existing high school located at 3050 NE 41 Street in the city of Lauderdale Lakes. This replacement will total approximately 38,689 gross square feet. This cafeteria space will serve some 2,411 students currently attending this high school. It will provide a student and teacher dining area, Food Court, Kitchen, Custodial spaces, and student/staff/ restrooms.

Coconut Creek High School – A Regional Athletic Complex at the existing high school located at 1400 NW 44 Avenue in the city of Coconut Creek. The project will consist of a new Football Field, a 400 Meter Tracks, bleachers, Press Box, Concession building, Ticket Booth, Visitor and Home Restrooms. This Regional Athletic Complex space will serve some 2,425 students currently attending this high school.

Cooper City High School (Kitchen/Cafeteria) – A kitchen/cafeteria replacement at the existing high school located at 9401 Stirling Road in the city of Cooper City. This replacement will total approximately 37,449 gross square feet. This cafeteria space will serve some 2,357 students currently attending this high school. It will provide a student and teacher dining area, Food Court, Kitchen, Student Activities, Custodial spaces, and student and staff restrooms.

Cypress Run Education Center – A new school located at 2251 NW 18 Street in the City of Pompano Beach. This facility will total approximately 18,956 gross square feet. This facility will serve some 600 students currently attending this center. This school will have 15 Self-Contained classrooms, 2 Science Labs, with associated spaces, 2 Time Out Rooms, 1 skills development labs, 1 art labs, 2 Technical Labs, physical education, administration and guidance, custodial, food service, teacher planning, teacher dining, multipurpose, stage and support, textbook storage, public use facilities, media center, student, staff and public restrooms and various support spaces.

Elementary School "A" (New) – This school to be located at 8800 NW 54th in the City of Sunrise 102,000 gross square feet and a student capacity of 960. It will house grade PreK-5 students. This school will have 32 Primary classrooms, 14 Intermediate classrooms 5 resource rooms, 2 skills development labs, 1 art labs, 1 music, physical education, ESE, administration and guidance, custodial, food service, teacher planning, teacher dining, multipurpose, stage and support, textbook storage, media center, student, staff and public restrooms and various support spaces.

Elementary School "Z" (New) – This school to be located at 11010 Nob Hill Road in the City of Parkland will have 102,000 gross square feet and a student capacity of 960. It will house grades K-5. This school will have 32 Primary classrooms, 14 Intermediate classrooms 5 resource rooms, 2 skills development labs, 1 art labs, 1 music, physical education, ESE, administration and guidance, custodial, food service, teacher planning, teacher dining, multipurpose, stage and support, textbook storage, media center, student, staff and public restrooms and various support spaces.

Harbordale Elementary School – A 16 classroom replacement at the existing elementary school located at 900 SE 15 Street in the City of Fort Lauderdale. This addition will add approximately 23,700 gross

square feet of permanent building to the school. It will house K-5 students. This addition will provide 8 primary and 8 intermediate classrooms, custodial closets and student/staff/ restrooms.

Lauderdale Manors Elementary School – A 15 classroom replacement at the existing elementary school located at 1400 NW 14 Court in the City of Fort Lauderdale. This addition will add approximately 24,590 gross square feet of permanent building to the school. It will house K-5 students. This addition will provide 5 primary and 6 intermediate classrooms, 4 Self-contained ESE classrooms, Administration spaces, Teacher Planning, custodial closets and student/staff/ restrooms. It will add approximately 262 student stations to the schools' capacity.

Northeast High School – A cafeteria replacement at the existing high school located at 700 NE 56 Street in the city of Oakland Park. This replacement will total approximately 29,449 gross square feet. This cafeteria space will serve some 2,098 students currently attending this high school. It will provide a student and teacher dining area, Food Court, Kitchen, Custodial spaces, and student and staff restrooms.

Nova High School – An Aquatics Sports complex at the existing high school located at 3600 College Avenue in the city of Davie. This project will total approximately 15,000 gross square feet and remediate current ADA and Life Safety issues. This Aquatic Complex space will serve some 2,357 students currently attending this high school. It will provide a new Teaching Pool, Competition pool, Equipment /pump building, Student Locker Room/Shower/Restroom, Staff Locker Room/Shower/Restroom.

Peters Elementary School – A cafeteria replacement at the existing elementary school located at 851 NW 68 Avenue in the city of Plantation. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 786 students currently attending this elementary school. It will provide a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, and student/staff/public restrooms.

Pompano Beach Middle School – An 8 classroom addition and a cafeteria/kitchen/multipurpose/stage project at the existing school located at 310 NE 6th Street in the City of Pompano Beach. This addition will add approximately 53,030 gross square feet of permanent building to the school. It will house 6-8 students. This addition will provide 8 general classrooms, custodial closets and student restrooms. It will add approximately 176 student stations to the schools' capacity. The Cafeteria replacement will add approximately 32,520 gross square feet of permanent building to the school. This cafeteria space will serve some 961 students currently attending this middle school. It will provide a kitchen, student and teacher dining area, a multipurpose/stage area, Custodial spaces, and student/staff/ restrooms.

Southwest Bus Parking Facilities – A new Bus/Fleet Maintenance Facility located at 20251 Stirling Road in the city of Pembroke Pines. This addition will add approximately 36,332 gross square feet of permanent building on the site. This 35 area site will contain Administrative Offices and Support spaces, Staff Lounge, School Bus Work Bays, Bus Maintenance support spaces, Administrative, Equipment and Parts storage, and Staff Restrooms.

Stephen Foster Elementary School – A 12 classroom addition at the existing elementary school located at 3471 SW 22 Street in the City of Fort Lauderdale. This addition will total approximately 18,956 gross square feet. This addition will add approximately 20,398 gross square feet of permanent building to the school. It will house K-5 students. This addition will provide 6 primary and 6 intermediate classrooms, custodial closets and student/staff/ restrooms. It will add approximately 240 student stations to the schools' capacity.

Tropical Elementary School – A 14 classroom addition at the existing elementary school located at 1500 S.W. 66th Avenue in the City of Plantation. This addition will total approximately 22,261 gross square

feet. This addition will provide 14 Primary classrooms, Student Restrooms, and Custodial spaces. It will add approximately 252 student stations to the school's capacity.

Western High School – A 36 classroom addition at the existing high school located at 1200 Southwest 136<sup>th</sup> Avenue in the Town of Davie. This addition will add approximately 57,835 gross square feet of permanent building to the campus. It will house 9-12 grade students. This addition will provide 30 classrooms, 6 Science Labs, a Science Preparation area, Administration, Teacher Planning, a PE facility, custodial areas and student/staff restrooms. It will add approximately 900 student stations to the school's capacity.

**B. General Description of the Series 2008A-1 Comprehensive Needs Projects to be Lease Purchased:**

<b>Project Description</b>	<b>Estimated Useful Life</b>
<u>ADA Compliance</u>	20 years
<u>Safety (fencing, fire alarm, etc.)</u>	20 years
<u>Various other Remodeling &amp; Renovation Projects</u>	20 years
<u>Indoor Air Quality/HVAC</u>	20 years
<u>Roofing</u>	20 years
<u>Technology (infrastructure, networking, etc.)</u>	20 years
<u>Technology (end-user equipment)</u>	7 years
<u>[other]</u>	___ years

**C. Estimated Costs of the Series 2008A-1 Facilities to be Lease Purchased:**

<u>Facility</u>	<u>Planning</u>	<u>Acquisition and Construction</u>	<u>Total Project Cost</u>
Apollo Middle School	\$1,127,942	\$10,254,021	\$11,381,963
Boyd Anderson High School	923,808	15,396,807	16,320,615
Coconut Creek High School	495,000	4,500,000	4,995,000
Cooper City High School (Kitchen/Cafeteria)	1,039,176	17,319,600	18,358,776
Cypress Run Education Center	1,545,314	14,048,312	15,593,626
Stephen Foster Elementary School	235,786	3,929,767	4,165,553
Harbordale Elementary School	683,870	6,217,000	6,900,870
Lauderdale Manors Elementary School	531,850	4,835,000	5,366,850
Elementary School "A"	737,968	6,708,798	7,446,766
Elementary School "Z"	901,321	8,193,829	9,095,150
Northeast High School	648,832	10,813,861	11,462,693
Nova High School	654,830	5,953,000	6,607,830
Peters Elementary School	370,163	6,169,387	6,539,550
Pompano Beach Middle School	996,056	9,055,053	10,051,109
Southwest Bus Parking Facilities	1,983,382	18,030,743	20,014,125
Tropical Elementary School	276,647	4,610,783	4,887,430
Western High School	<u>2,872,375</u>	<u>26,112,500</u>	<u>28,984,875</u>
<b>TOTAL</b>	<b><u>\$16,024,320</u></b>	<b><u>\$172,148,461</u></b>	<b><u>\$188,172,781</u></b>

**D. Estimated Costs of the Series 2008A-1 Comprehensive Needs Projects to be Lease Purchased:**

The following reflects current expectations of the School Board as to the cost of the Series 2008A-1 Comprehensive Needs Projects and is subject to change and amendment.

<u>Description</u>	<u>Cost</u>
ADA Compliance	\$
Safety (fencing, fire alarm, etc.)	
Various other Remodeling & Renovation Projects	
Indoor Air Quality/HVAC	
Roofing	
Technology (infrastructure, networking, etc.)	
Technology(end-user equipment)	
<b>Total</b>	<b><u>\$</u></b>

**EXHIBIT B TO SCHEDULE 2008A-1**

**LEGAL DESCRIPTIONS AND PERMITTED ENCUMBRANCES  
OF SERIES 2008A-1 FACILITY SITES**

**A. DESCRIPTION OF REAL ESTATE**

**Apollo Middle School**

A portion of "Boulevard Heights Section Five" as recorded in Plat Book 50, Page 44 of the Public Records of Broward County, Florida, described as follows:

Commence at the Northeast corner of the South ½ (one-half) of the Southwest ¼ (one-quarter) of Section 11, Township 51 South, Range 41 East; thence along the East line of Block 11 of said "Boulevard Heights Section Five", South 00°08'35" West (Bearing Basis) 410.39 feet; thence North 89°51'25" West 188.98 feet to the Point of Beginning; thence South 00°00'23" West 18.92 feet; thence South 89°59'37" East 5.75 feet; thence South 00°00'23" West 106.67 feet; thence North 89°59'37" West 4.17 feet; thence South 00°00'23" West 17.33 feet; thence North 89°59'02" West 79.50 feet; thence North 00°00'23" East 123.99 feet; thence South 89°59'37" East 2.33 feet; thence North 00°00'22" East 18.92 feet; thence South 89°59'37" East 75.58 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Hollywood, Broward County, Florida and containing 11732 square feet (0.269 acres) more or less.

**Boyd Anderson High School**

A portion of the W 1/2 of the NW 1/4 of Section 20, Township 49 South, Range 42 East, lying North of the Central and Southern Florida Flood Control District (C-13), less the West 353 feet thereof, together with the West 50 feet of the E 1/2 of the NW 1/4 of Section 20, lying North of said Flood Control District.

Said portions are described as follows:

Commence at the Northeast corner of the West 1/2 (one-half) of the Northwest 1/4 (one-quarter) of said Section 20; thence along the North line of said Section 20, South 01°01'56" East 714.68 feet; thence South 88°58'04" West 86.83 feet to the Point of Beginning; thence South 01°01'56" East 250.83 feet; thence South 88°58'04" West 126.67 feet; thence North 01°01'56" West 230.66 feet; thence North 88°58'04" East 83.50 feet; thence North 01°01'56" West 20.17 feet; thence North 88°58'04" East 43.17 feet to the Point of Beginning.

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

**Coconut Creek High School**

The South 400.00 feet of the East 675.00 feet of the West 750.00 feet of Tract 27 AND the North 100.00 feet of the East 675.00 feet of the West 750.00 feet of Tract 28, All in Block 92, THE PALM BEACH FARMS COMPANY PLAT NO. 3, according to the plat thereof as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida.

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

### **Cooper City High School ((Kitchen))**

Portion of Tract 14, of JOHN W. NEWMAN'S SURVEY of Section 32, Township 50 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, more fully described as follows:

Commencing at the Southwest corner of said Tract 14, thence North 87°44'27" East along the South line of said Tract 14, a distance of 1083.05 feet; thence North 02°14'07" West, a distance of 758.10 feet to the Point of Beginning; thence continuing North 02°14'07" West, a distance of 215.00 feet; thence South 87°45'53" West, a distance of 195.00 feet; thence South 02°14'07" East, a distance of 140.00 feet; thence South 87°45'53" West, a distance of 155.00 feet; thence South 02°14'07" East, a distance of 40.00 feet; thence North 87°45'53" East, a distance of 155.00 feet; thence South 02°14'07" East, a distance of 35.00 feet; thence North 87°45'53" East, a distance of 195.00 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida and containing 48,125 square feet or 1.1048 acres more or less.

### **Cypress Run Education Center**

A parcel of land being a portion of Parcel 23 of "Alpha 250" according to the Plat thereof as recorded in Plat Book 156, Page 26 of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Parcel 23; thence North 88°49'55" East, along the North line of said Parcel 23, a distance of 150.29 feet; thence South 01°01'05" East, perpendicular to the last described course, 86.16 feet to the Point of Beginning; thence South 67°25'15" East, 85.83 feet; thence South 22°34'45" West, 93.87 feet; thence South 67°25'15" East, 158.83 feet; thence South 22°34'45" West, 4.83 feet; thence South 67°25'15" East, 17.08 feet; thence South 22°34'45" West, 31.67 feet; thence North 67°25'15" West, 4.00 feet; thence South 22°34'45" West, 11.33 feet; thence South 67°25'15" East, 4.00 feet; thence South 22°34'45" West, 36.50 feet; thence North 67°27'30" West, 188.50 feet; thence South 22°34'45" West, 33.88 feet; thence North 67°25'15" West, 38.87 feet; thence South 22°34'45" West, 29.91 feet; thence South 67°02'06" East, 10.67 feet; thence South 22°34'45" West, 11.74 feet; thence North 83°25'15" West, 66.93 feet; thence North 22°34'45" East, 77.50 feet; thence North 67°25'15" West, 7.55 feet; thence North 22°34'45" East, 27.45 feet; thence South 73°25'15" East, 5.33 feet; thence North 22°45'45" East, 36.33 feet; thence North 68°05'21" West, 3.10 feet to a point on the arc of a nontangent curve concave to the Southeast, a radial line of said curve through said point having a radius of 670.37 feet; thence Northeasterly, along the arc of said curve to the right, having a central angle of 08°28'18" for an arc distance of 99.12 feet to a point on a nontangent line; thence South 67°25'15" East, along said nontangent line, 24.53 feet; thence North 22°34'45" East, 31.55 feet to the Point of Beginning.

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

### **Stephen Foster Elementary School**

A portion of Tract 'A' of Amante School Site, according to the Plat thereof as recorded in Plat Book 47, Page 17 of the Public Records of Broward County, Florida, described as follows:

Commence at the Northernmost Northwest corner of said Tract 'A'; thence on an assumed bearing, along the North line of said Tract 'A', North 89°56'03" East 199.74 feet; thence South 00°03'57" East 127.58

feet to the Point of Beginning; thence North 90°00'00" East 72.00 feet; thence South 14.79 feet; thence North 90°00'00" East 14.00 feet; thence South 37.81 feet; thence West 5.67 feet; thence South 17.27 feet; thence West 8.33 feet; thence South 24.13 feet; thence West 72.00 feet; thence North 7.88 feet; thence West 14.00 feet; thence North 62.13 feet; thence North 90°00'00" East 14.00 feet; thence North 24.00 feet to the Point of Beginning.

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

**Harbordale Elementary School**

A portion of Parcel "A" of "HARBORDALE" according to the Plat thereof as recorded in Plat Book 41, Page 9 of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

Commence at the Northeast corner of said Parcel "A"; thence along the North line of said Parcel "A", on an assumed bearing of North 89°59'57" West 138.99 feet; thence South 00°00'00" East 37.45 feet to the POINT OF BEGINNING (1); thence continue South 00°00'00" East 93.33 feet; thence South 90°00'00" West 47.17 feet; thence North 00°00'00" West 93.33 feet; thence North 90°00'00" East 47.17 feet to the POINT OF BEGINNING (1). Said lands situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 4402 square feet (0.101 acres) more or less.

TOGETHER with another portion of said Parcel "A" as follows:

Commence at the Northeast corner of said Parcel "A"; thence along East line of said Parcel "A" on an assumed bearing of South 00°01'13" East 441.64 feet; thence South 90°00'00" West 58.62 feet to the POINT OF BEGINNING (2); thence continue South 90°00'00" West 164.00 feet; thence North 00°00'00" West 62.00 feet; thence North 90°00'00" East 164.00 feet; thence South 00°00'00" East 62.00 feet to the POINT OF BEGINNING (2). Said lands situate, lying, and being in the City of Fort Lauderdale, Broward County, Florida and containing 10168 square feet (0.233 acres) more or less.

### **Lauderdale Manors Elementary School**

A portion of Tracts "A" and "C", LAUDERDALE MANORS ADDITION, according to the Plat thereof, as recorded in Plat Book 30, Page 10, of the Public Records of Broward County, Florida; together with a portion of Lots 8 and 11, Block 90, CHATEAU PARK SECTION 8, as recorded in Plat Book 9, Page 68, of the Public Records of Broward County, Florida, said portions described as follows:

Commence at the Southeast corner of said Tract "C"; thence on an assumed bearing, along the South line of said Tract "C", South 89 degrees 42' 21" West 52.37 feet; thence North 00 degrees 17' 39" West 44.50 feet to the Point of Beginning; thence continue North 00 degrees 17' 39" West 18.00 feet; thence South 88 degrees 42' 21" West 13.08 feet; thence North 00 degrees 17' 39" West 6.00 feet; thence South 89 degrees 42' 21" West 0.25 feet; thence North 00 degrees 17' 39" West 12.00 feet; thence North 89 degrees 42' 21" East 0.25 feet; thence North 00 degrees 16' 43" West 6.00 feet; thence North 89 degrees 42' 21" East 5.25 feet; thence North 00 degrees 17' 39" West 54.00 feet; thence North 89 degrees 42' 21" East 56.08 feet; thence South 00 degrees 17' 39" East 14.00 feet; thence North 89 degrees 42' 21" East 41.08 feet; thence South 00 degrees 17' 39" East 4.00 feet; thence North 89 degrees 42' 21" East 42.75 feet; thence North 00 degrees 17' 39" West 4.00 feet; thence North 89 degrees 42' 21" East 84.08 feet; thence South 00 degrees 17' 39" East 28.00 feet; thence South 89 degrees 42' 21" West 3.00 feet; thence South 00 degrees 17' 39" East 10.00 feet; thence North 89 degrees 42' 21" East 3.08 feet; thence South 00 degrees 17' 39" East 42.00 feet; thence South 89 degrees 42' 21" West 84.17 feet; thence North 00 degrees 17' 39" West 4.00 feet; thence South 89 degrees 42' 21" West 19.83 feet; thence South 00 degrees 17' 41" East 6.00 feet; thence South 89 degrees 42' 21" West 112.25 feet to the Point of Beginning.

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

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### **New School "Z"**

Tract A, of Parkland Village, according to the Plat thereof, as recorded in Plat Book 177, Page 15, of the Public Records of Broward County, Florida.

### **New School "A"**

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.



### **Northeast High School**

A portion of the Northwest one-quarter (N.W.1/4). of Section 14. Township 49 South. Range 42 East, Broward County. Florida. being more particularly described as follow:

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 1227.47 feet; thence North 00°00'00" East, a distance of 146.66 feet to the POINT OF BEGINNING; thence continuing North 00°00'00" East a distance of 175.55 feet. thence South 90°00'00" West a distance of 98.95 feet, thence South 00°00'00" West, a distance of 23.40 feet thence South 90°00'00" West a distance of 17.90 feet; thence South 00°00'00" West, a distance of 23.40 feet; thence South 90°00'00" West, a distance of 40.00 feet; thence South 00°00'00" West, a distance of 142.95; thence North 00°00'00" East a distance of 107.40 feet; thence North 00°00'00" East a distance of 14.20 feet thence North 90°00'00" East a distance of 49.45 feet to the POINT OF BEGINNING.

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### **Nova High School**

A portion of Block 4, Hollywood Villas, according to the plat thereof, as recorded in Plat Book 12, Page 10, of the Public Records of Broward County, Florida, described as follows:

Commence at the Southwest corner of Tract 21 of Everglades Land Sales Co., Subdivision of Sections 27 and 34 and the West 1/2 of Sections 26 and 35 Township 50 South, Range 41 East, as recorded in Plat Book 2, Page 34 of the Public Records of Miami - Dade County, Florida; thence along the South line of said Tract 21, North 88 degrees 08'43" East (Bearing Basis) 1326.87 feet; thence North 88 degrees 10'16" East along the South line of said Hollywood Villas a distance of 1005.33 feet; thence North 01 degrees 49'44" West 413.40 feet to the Point of Beginning; thence North 75 degrees 20'03" West 100.19 feet; thence North 30 degrees 20'03" West 77.99 feet; thence North 14 degrees 39'57" East 118.35 feet; thence South 75 degrees 20'03" East 183.00 feet; thence South 14 degrees 39'57" West 151.00 feet; thence North 75 degrees 20'03" West 27.67 feet; thence South 14 degrees 39'57" West 22.50 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the Town of Davie, Broward County, Florida.

### **Peters Elementary School**

A portion of Tract "A", PLANTATION GARDENS, 5TH SECTIONS, according to the plat thereof, as recorded in Plat Book 46, Page 29, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCEMENT at the Northwest Corner of said Tract "A"; thence South 88 degrees 20'45" east, on the North Line of said Tract "A", a distance of 278.54 feet; thence South 00 degrees 00'00" East, a distance of 344.03 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 00'00" East, a distance of 187.50 feet; thence North 90 degrees 00'00" West, a distance of 97.50 feet; thence North 00 degrees 00'00" East, a distance of 53.50 feet; thence North 90 degrees 00'00" West, a distance of 13.50 feet; thence North 00 degrees 00'00" East, a distance of 40.41 feet; thence North 90 degrees 00'00" East, a distance of 13.50 feet; thence North 00 degrees 00'00" East, a distance of 25.92 feet; thence North 90

degrees 00'00" East, a distance of 22.00 feet; thence North 00 degrees 00'00" East, a distance of 67.66 feet; thence North 90 degrees 00'00" East, a distance of 75.50 feet to the POINT OF BEGINNING.

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

**Pompano Beach Middle School**

***EXHIBIT A***

DESCRIPTION: (LIMITS OF CONSTRUCTION)

PORTIONS OF AW TURNERS RESIDENT. ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 PAGE 10, BROWARD COUNTY RECORDS. LOTS 21 THRU 26 & 27 LESS THE SOUTH 50 FEET TOGETHER WITH PERRY & WELLS SUBDIVISION CORRECTED PLAT. ACCORDING TO THE PLAT THEREOF. AS RECORDED IN PLAT BOOK 4, PAGE 21, BROWARD COUNTY RECORDS. BLOCK 3 TOGETHER WITH VACATED ALLEY AND LOT 1 TO 17 BLOCK 4 AND THE EAST 2 ACRES OF THE SOUTH .3 ACRES OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) AND LOT 418'X418' IN THE SOUTHWEST CORNER OF THE EAST ONE-HALF (1/2) OF SAID NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4), DESCRIBED AS FOLLOWS:

BLDG 8

A PORTION OF SCHOOL HOUSE OF AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SCHOOL HOUSE; THENCE ALONG THE SOUTH LINE OF SAID SCHOOL

SOUTH 104.53 FEET; THENCE NORTH 27.54 FEET TO POINT OF BEGINNING #1; THENCE SOUTH 89°50'13" WEST 140.45 FEET; THENCE NORTH 00°09'47" WEST 11.68 FEET THENCE SOUTH 89°50'13" WEST 8.60 FEET; THENCE NORTH 00°02'10" WEST 81.10 FEET; THENCE NORTH 89°51'30" LAST 66.65 FEET TO A POINT HEREIN AFTER REFERRED TO AS REFERENCE 'A'; THENCE CONTINUE NORTH 89°51'30" EAST 101.43 FEET; THENCE SOUTH 00°15'31" EAST 31.42 FEET; THENCE SOUTH 89°56'20" WEST 19.01 FEET; THENCE SOUTH 00°08'43" EAST 41.33 FEET TO POINT OF BEGINNING #1.

TOGETHER WITH:

CLASSROOM 1

A PORTION OF LOT 23 OF AW TURNERS RESIDENT ADDITION ACCORDING TO THE PLAT THEREOF. AS RECORDED IN PLAT BOOK 1. PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT AFORMENTIONED REFERENCE 'A'; THENCE NORTH 00°08'30" WEST 379.24 FEET TO POINT OF BEGINNING #2; THENCE NORTH 34.22 FEET; THENCE NORTH 89°41'01" EAST 45.33 FEET; THENCE SOUTH 34°52'50" EAST 5.61 FEET; THENCE SOUTH 13.81 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE 'B', THENCE SOUTH 44°38'27" WEST 7.65 FEET THENCE SOUTH 7.89 FEET; THENCE WEST 8.51 FEET; THENCE SOUTH 2.79 FEET; THENCE WEST .34.72 FEET TO THE POINT OF BEGINNING #2.

TOGETHER WITH:

CLASSROOM 2

A PORTION OF LOT 24 OF AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED REFERENCE 'B'; THENCE NORTH 90 DEGREES 00'00" EAST 54.20 FEET TO POINT OF BEGINNING #3; THENCE NORTH, 16.06 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 17.77 FEET; THENCE SOUTH 46.68 FEET; THENCE WEST 17.77 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE 'C'; THENCE NORTH 30.62 FEET TO POINT OF BEGINNING #3.

TOGETHER WITH:

CLASSROOM 3

A PORTION OF LOT 24 OF AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED REFERENCE 'C'; THENCE SOUTH 15.27 FEET TO POINT OF BEGINNING #4; THENCE NORTH 90 DEGREES 00'00" EAST 17.57 FEET; THENCE SOUTH 24.88 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE 'D'; THENCE WEST 36.96 FEET; THENCE NORTH 24.88 FEET; THENCE NORTH 90 DEGREES 00'00" EAST 19.39 FEET TO POINT OF BEGINNING #4.

TOGETHER WITH:

CLASSROOM 4

A PORTION OF SCHOOL HOUSE OF AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED REFERENCE 'D'; THENCE SOUTH 50 DEGREES 32'47" EAST 21.02 FEET TO POINT OF BEGINNING #5; THENCE NORTH 90 DEGREES 00'00" EAST 24.11 FEET; THENCE SOUTH 33.60 FEET; THENCE WEST 24.11 FEET; THENCE NORTH 33.60 FEET TO POINT OF BEGINNING #5.

TOGETHER WITH:

BLDG 9

A PORTION OF BLOCK 3 OF CORRECTED PLAT OF PERRY & WELLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 21, BROWARD COUNTY RECORDS, TOGETHER WITH A PORTION OF LOT 21 AND A PORTION OF SCHOOL HOUSE OF SAID AW TURNERS RESIDENT ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 10, BROWARD COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT AFOREMENTIONED POINT OF BEGINNING #2; THENCE SOUTH 89 DEGREES 43'01" WEST 211.72 FEET TO POINT OF BEGINNING #6; THENCE SOUTH 00 DEGREES 16'59" EAST 15.29 FEET; THENCE SOUTH 45 DEGREES 16'59" EAST 28.40 FEET; THENCE SOUTH 00 DEGREES 39'26" EAST 62.58 FEET; THENCE SOUTH 40 DEGREES 50'34" WEST 31.20 FEET; THENCE SOUTH 00 DEGREES 39'26" EAST 12.25 FEET; THENCE SOUTH 89 DEGREES 20'34" WEST 156.55 FEET; THENCE NORTH 00 DEGREES 19'14" WEST 160.98 FEET; THENCE NORTH 89 DEGREES 43'01" EAST 156.60 FEET; THENCE SOUTH 00 DEGREES 16'59" EAST 26.25 FEET TO POINT OF BEGINNING #6.

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SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPAÑO BEACH, BROWARD COUNTY, FLORIDA.

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## TWO-STORY MODULAR BUILDING

A portion of Parcel "A", "West Broward Industrial Park North", according to the Plat thereof, as recorded in Plat Book 160, Page 32, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel "A"; thence South 89°52'20" West along the South line of said Parcel "A", 659.82 feet; thence South 89°52'25" West, along said South line 77.11 feet; thence continue South 89°52'25" West, along said South line, 652.10 feet; thence North 00°07'35" West 544.11 feet to the Point of Beginning; thence South 89°54'06" West 41.69 feet; thence South 00°00'04" East 1.75 feet; thence South 89°59'56" West 36.00 feet; thence north 00°02'42" West 144.45 feet; thence North 89°40'11" East 35.56 feet; thence North 00°05'54" West 13.10 feet; thence North 89°54'06" East 29.70 feet; thence South 00°05'54" East 13.10 feet; thence North 89°54'06" East 18.80 feet; thence South 00°05'54" East 120.50 feet; thence South 89°54'06" West 21.10 feet; thence South 00°05'54" East 9.40 feet; thence North 89°54'06" East 14.80 feet; thence South 00°05'54" East 13.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 12162 square feet (0.279 acres) more or less.

## CANOPY FOR GAS STATION:

A portion of Parcel "A", "West Broward Industrial Park North" according to the Plat thereof, as recorded in Plat Book 160, Page 32, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel "A"; thence South 89°52'20" West along the South line of said Parcel "A", 659.82 feet; thence South 89°52'25" West, along said South line, 77.11 feet; thence continue south 89°52'25" West, along said South Line, 762.25 feet; thence North 00°07'35" West 48.41 feet to the Point of Beginning; thence North 45°04'49" West 92.05 feet; thence North 44°52'41" East 72.22 feet; thence South 45°04'49" East 92.05 feet; thence South 44°52'41" West 72.22 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 6648 square feet (0.153 acres) more or less.

## PROPOSED GARAGE BUILDING

A portion of Parcel "A" West Broward Industrial Park North" according to the Plat thereof, as recorded in Plat Book 160, Page 32, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel "A"; thence South 89°52'20" West along the South line of said Parcel "A", 659.82 feet; thence South 89°52'25" West, along said South line, 77.11 feet; thence continue South 89°52'25" West, along said South line, 877.77 feet; thence North 00°07'35" West 125.95 feet to the Point of Beginning; thence South 90°00'00" West 180.00 feet; thence North 00°00'00" East 120.00 feet; thence North 90°00'00" East 180.00 feet; thence South 00°00'00" West 120.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 21600 square feet (0.496 acres) more or less.

### **Tropical Elementary School**

A portion of Tract 2, in the Northeast one-quarter (NE ¼) of Section 15, Township 50 South, Range 41 East, of EVERGLADES PLANTATION COMPANY'S SUBDIVISION, as recorded in Plat Book 2, Page 7, of the Public Records of Dade County, Florida, described as follows:

Commence at the Northeast corner of Section 15; thence along the East line of said Section 15, on an assumed bearing of South 01 degree 53' 01" East 412.03 feet; thence parallel with the North line of said Section 15, South 88 degrees 49' 30" West 266.18 feet; thence South 01 degree 10' 30" East 75.16 feet to the Point of Beginning; thence South 01 degree 52' 02" East 14.79 feet; thence North 88 degrees 07' 58" East 24.00 feet; thence South 01 degree 52' 02" East 79.21 feet; thence South 88 degrees 07' 58" West 98.00 feet; thence North 01 degree 52' 02" West 7.68 feet; thence South 88 degrees 07' 58" West 14.00 feet; thence North 01 degree 52' 02" West 62.13 feet; thence North 88 degrees 07' 58" East 14.00 feet; thence North 01 degree 52' 02" West 24.00 feet; thence North 88 degrees 07' 58" East 72.00 feet, to the Point of Beginning.

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

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### **Western High School**

A portion of Tracts 42 and 43 in Section 11, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 11; thence North 00°12'23" East, along the West line of the Southwest one-quarter (SW ¼) of said Section 11, a distance of 106.98 feet; thence North 89°47'37" East, a distance of 60.00 feet; thence North 00°12'23" East, along a line 60.00 feet East of and parallel with, when measured at right angles to, said West quarter section line, a distance of 300.00 feet; thence North 87°40'04" East, a distance of 448.52 feet to the POINT OF BEGINNING; thence North 00°47'07" West, a distance of 175.45 feet; thence North 89°03'06" West, a distance of 77.48 feet; thence North 00°18'47" East, a distance of 78.66 feet; thence North 89°36'46" East, a distance of 368.14 feet; thence North 80°51'48" East, a distance of 70.94 feet; thence South 00°35'05" East, a distance of 230.62 feet; thence South 53°32'16" West, a distance of 101.15 feet; thence South 83°33'15" West, a distance of 148.26 feet; thence North 46°16'32" West, a distance of 59.67 feet; thence South 88°04'53" West, a distance of 89.35 feet to the POINT OF BEGINNING.

Said lands lying in the Town of Davie, Broward County, Florida, and containing 103,878 square feet (2.385 acres) more or less.

### **LESS AND EXCEPT:**

A portion of Tracts 42 and 43 in Section 11, Township 50 South, Range 40 East, according to the plat of Florida Fruit Lands Company's Subdivision No. 1, as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Section 11; thence along the south line of the Southwest one-quarter (SW ¼) of said Section 11, on an assumed bearing of North 89°48'14" East 863.68 feet; thence

North 00°11'33" West 456.86 feet to the Point of Beginning; thence North 00°11'33" West 8.62 feet; thence South 89°48'27" West 76.58 feet; thence North 00°11'33" West 201.25 feet; thence South 89°48'27" West 144.33 feet; thence North 00°11'33" West 13.33 feet; thence North 89°36'46" East 154.89 feet; thence North 80°51'48" East 70.94 feet; thence South 00°35'05" East 230.62 feet; thence South 53°32'16" West 6.99 feet to the Point of Beginning.

Said lands situate, lying, and being in the Town of Davie, Broward County, Florida and containing 19901 square feet (0.457 acres) more or less.

## **B. PERMITTED ENCUMBRANCES**

### **Apollo Middle School**

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of BOULEVARD HEIGHTS SECTION FIVE, as recorded in Plat book 50, Page 44, as amended by City of Hollywood Ordinances recorded in OR Book 3873, Page 495 and OR Book 4119, Page 697, and City of Hollywood Resolution recorded in OR Book 38044, Page 256.
2. Agreement between Sara G. Rizzo, et al and West Hollywood Water Co. as recorded in OR Book 1362, Page 126, together with Amended Agreement recorded in OR Book 1483, Page 142.
3. Agreement between Sara G. Rizzo, et al and West Hollywood Utility Co. as recorded in OR Book 1362, Page 138.
4. Covenants, conditions and restrictions recorded May 5, 1960, in OR Book 1917, Page 431, affected by OR Book 3021, Page 250.
5. Resolution No. 2000-06 of the South Broward Drainage District recorded in OR Book 31125, Page 1113.
6. Easement recorded in OR Book 36857, Page 1110.
7. Memorandum of Series 2004-1 Lease recorded in OR Book 42232, Page 1311, together with Memorandum of Amendment No. 1 to the Series 2004 Ground Lease (Series 2004-1 Facility Sites), recorded in OR Book 42232, Page 1320 and Memorandum of Amended and Restated Series 2004-1 Lease, recorded in OR Book 42232, Page 1311.

NOTE: ALL OF THE FOREGOING RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

### **Boyd Anderson High School**

1. Terms and Provisions contained in Service Agreements with Broward County recorded in Official Records Book 3947, Page 1; Official Records Book 4337, Page 281 and Official Records Book 4470, Page 694.
2. Easement to Florida Power & Light Company recorded in Official Records Book 4514, Page 647.

3. Easement to Broward County recorded in Official Records Book 25720, Page 406.

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

### **Coconut Creek High School**

1. Drainage Easement to the State of Florida recorded in Official Records Book 4941, Page 831.
2. Canal Easement to Broward County recorded in Official Records Book 5286, Page 7.
3. Easement to Florida Power & Light Company recorded in Official Records Book 9004, Page 26.
4. Easement to Florida Power & Light Company recorded in Official Records Book 10452, Page 177.
5. Terms and provisions contained in Agreement between Broward County and The School Board of Broward County recorded in Official Records Book 33589, Page 417.

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

### **Cooper City High School (Kitchen)**

Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NEWMAN'S SURVEY, as recorded in Plat Book 2, Page 26, Public Records of Miami-Dade County, Florida, together with the Deeds for Road Right-of-Way recorded in OR Book 1483, Page 71, OR Book 1483, Page 76, OR Book 1699, Page 237, OR Book 3713, Page 681, OR Book 3796, Page 542, OR Book 4489, Page 915, OR Book 18314, Page 735, OR Book 18923, Page 307, OR Book 18923, Page 309, OR Book 19751, Page 261, OR Book 19788, Page 462 and OR Book 20072, Page 261.

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 7, Page 576, as partially released by OR Book 1575, Page 416.
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 69, Page 204.
4. Reservations in favor 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 581, Page 345, corrected by Deed Book 680, Page 567, as partially released by OR Book 1575, Page 418.
5. 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 581, Page 346, corrected by Deed Book 680, Page 568, as partially released by OR Book 1575, Page 418.
6. Easement contained in the Deed recorded in OR Book 4354, Page 151.
7. Easement recorded in OR Book 4489, Page 912.
8. Easement recorded in OR Book 4520, Page 621.



9. Easement recorded in OR Book 6297, Page 742.
10. Easement recorded in OR Book 18160, Page 918.
11. Easement recorded in OR Book 19560, Page 327.
12. Easement recorded in OR Book 23833, Page 426.
13. Easement to Florida Power & Light Company recorded in OR Book 42586, Page 1814.
14. City of Cooper City Resolution No. 2006-09-1, with Water Sewer Developer's Agreement attached thereto, recorded in OR Book 42842, Page 1540.
15. Utility Easement to the City of Cooper City recorded in OR Book 43155, Page 1498.

NOTE: ALL OF THE FOREGOING RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

**Cypress Run Education Center**

1. Subject to the Rights of the public, rights of utilities, and rights of the City and the County in and to the streets and other dedications on the Plat of Alpha 250.
2. Dedications, reservations, restrictions, non-vehicular access lines, and easements as shown on the Plat of Alpha 250, recorded in Plat Book 156, at Page 26 as affected by Agreements for Amendment of Notations on Plat recorded in Official Records Book 29264, Page 1894 and Official Records Book 38390, Page 1651.
3. Reservations for oil, gas, minerals, canal, drainage, and State and County road right-of-way contained in Deed No. 2228 from the Board of Commissioners of the Everglades Drainage District filed January 30, 1945 in Deed Book 470, at Page 322.
4. Resolution 89-4525 of the Board of County Commissioners of Broward County filed December 21, 1989 in Official Records Book 17022, at Page 838; Resolution 95-700 amending Resolution 89-4525 filed August 9, 1995 in Official Records Book 23770, at Page 729; Resolution 91-0213 amending Resolution 89-4525 filed in Official Records Book 18143, at Page 789.
5. Resolution No. 92-588 in Official Records Book 19619, at Page 448.
6. Terms and provisions of that certain Developer's Agreement in Official Records Book 20701, at Page 810.
7. Terms and provisions of that Agreement between Broward County and the City of Pompano Beach Relating to Roadway Concurrency Satisfaction in Official Records Book 19384, at Page 608.
8. Water and Wastewater Agreement in Official Records Book 19954, Page 198; and Large User Wastewater Agreement in Official Records Book 22798, Page 214.

9. Reservations for oil, gas, minerals, canal, drainage, and State and County Road Right-of-Way contained in Deed No. 3846 from the Board of Commissioners of the Everglades Drainage District recorded in Deed Book 499, Page 226.
10. Reservations for oil, gas, mineral, metal, canal, drainage, and State and County Road Right-of-Way contained in Deed No. 2247 from the Board of Commissioners of the Everglades Drainage District in Deed Book 470, Page 383.
11. Reservations for petroleum, oil and minerals and State Road Right of Way contained in deed from the Trustees of the Internal Improvement Fund of the State of Florida No. 2722 filed under Clerk's File No. 272251, in Deed Book 501, at Page 115.
12. Easement for ingress and egress reserved in Deed from Broward County to Pompano Business Center, LLC, Official Records Book 29264, Page 1865, and Agreements, Covenants and Conditions contained therein.
13. Terms and Provisions contained in Utilities Enhancement Agreement with Broward County recorded in Official Records Book 29264, Page 1869.
14. Resolution 2006-108 of The Board of County Commissioners of Broward County, Florida recorded in Official Records Book 41695, Page 1469.
15. Resolution 2006-633 of The Board of County Commissioners of Broward County recorded Official Records Book 42904, Page 840.
16. Easement to Florida Power & Light Company recorded in Official Records Book 44343, Page 798.
17. Easement to Broward County recorded in Official Records Book 45280, Page 91.
18. Bill of Sale Absolute recorded in Official Records Book 45280, Page 95.

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

#### **Stephen Foster Elementary School**

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of A Resubdivision of Blocks 10, 11, 12, 13, 14, 15, 16, 19 and 20 Riverland Village Section One - Revised, as recorded in Plat Book 38, Page 5, Public Records of Broward County, Florida.

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

#### **Harbordale Elementary School**

1. All matters contained on the Plat of Harbordale, as recorded in Plat Book 41, Page 9.

2. Memorandum of Series 2004 Ground Lease (Series 2004-I Facility Sites) dated as of June 1, 2004 from The School Board of Broward County, Florida, Lessor, to Broward School Board Leasing Corp., Lessee, recorded in OR Book 37757, Page 1408.
3. Memorandum of Series 2004-I Lease dated as of June 1, 2004 from Broward School Board Leasing Corp., Lessor, to The School Board of Broward County, Florida, Lessee, recorded in OR Book 37757, Page 1423.

NOTE: ALL OF THE FOREGOING RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

#### **Lauderdale Manors Elementary School**

1. Covenants, conditions and restrictions recorded January 23, 1953, in Deed Book 807, Page 40, and Deed Book 813, Page 208, of the Public Records of Broward County, Florida.
2. Agreement between Board of Public Instruction and City of Fort Lauderdale as recorded January 4, 1956 in O.R. Book 530, Page 172 (CN-56-689466), Public Records of Broward County, Florida.
3. Resolution No. A-73-27 recorded April 27, 1973 in O.R. Book 5259, page 620, Public Records of Broward County, Florida.
4. Easement in favor of Florida Power & Light Company, contained in instrument recorded June 9, 1994, O.R. 22243, Page 962, Public Records of Broward County, Florida.
5. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of CHATEAU PARK SECTION B, as recorded in Plat Book 9, Page 68, Public Records of Broward County, Florida.
6. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of LAUDERDALE MANORS ADDITION, as recorded in Plat Book 30, Page 10, Public Records of Broward County, Florida.
7. Leases recorded in O.R. Book 34736, Page 1577; O.R. Book 34736, Page 1593, Public Records of Broward County, Florida.

#### **New School "Z"**

1. Restrictions and reservations as indicated on that certain Plat of Parkwood Village recorded in Plat Book 177, Page 15.
2. Reservations contain in Deed from the Trustees of the Internal Improvement Fund of the State of Florida in Deed Book 40, Page 42, as affected by Release of Canal Reservation recorded in Official Records Book 43534, Page 974.
3. Resolution No. 93-220 recorded in Official Records Book 20437, Page 384.
4. Grant of Utility Easement in favor of North Springs Improvement District recorded in Official Records Book 20846, Page 618.

5. Grant of Easement in favor of North Springs Improvement District recorded in Official Records Book 26635, Page 689.
6. Ordinance No. 2005-28 by the Board of County Commissioners of Broward County recorded in Official Records Book 40082, Page 1866.
7. Declaration of Restrictions by Parkland Vista, Ltd. and Town Park Homes, LLP., recorded in Official Records Book 40869, Page 1068.
8. Restrictions, covenants, conditions and easements as contained in the Declaration of Restrictive Covenants recorded in Official Records Book 41636, Page 1108, Public Records of Broward County, Florida, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
9. Terms and Provision contained in Installation of Required Improvements Agreement recorded in Official Records Book 44332, Page 1358.
10. Terms and Provisions contained in Traffic Signalization Agreement recorded in Official Records Book 44332, Page 1373.
11. Resolution No. 07-89 for Traffic Signalization Improvements recorded in Official Records Book 44332, Page 1389.
12. Resolution No. 07-90 required plat improvements recorded in Official Records Book 44332, Page 1391
13. Easement to Florida Power & Light Company recorded in Official Records Book 44642, Page 582.
14. Agreement between the City of Parkland, WCI Communities Limited Partnership and North Springs Improvement District recorded in Official Records Book 27012, Page 824.
15. Agreement for Larger User Wastewater by and between Broward County and North Springs Improvement District dated May 1989 as amended by First Amendment to Agreement recorded in Official Records Book 20513, Page 297.
16. Lien of Record of North Springs Improvement District recorded in Official Records Book 41183, Page 1163.
17. Restrictive Covenant contained in Warranty Deed recorded in Official Records Book 43670, Page 275.

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

### **New School "A"**

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.

### **Northeast High School**

1. Easement Agreement recorded in O.R. Book 2045, Page 209, Public Records of Broward County, Florida.
2. Matters contained in Warranty Deed recorded in O.R. Book 2691, Page 488, Public Records of Broward County, Florida.
3. Easements recorded in O.R. Book 2961, Page 54; O.R. Book 9826, Page 638; O.R. Book 6704, Page 966, Public Records of Broward County, Florida.
4. Leases recorded in O.R. Book 39978, Page 704; O.R. Book 39978, Page 720, Public Records of Broward County, Florida.

### **Nova High School**

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Hollywood Villas, as recorded in Plat Book 12, Page 10, Public Records of Broward County, Florida.
2. Mineral Reservations and Rights of Ingress and Egress as reserved in Quit Claim Deed recorded in Official Records Book 2099, Page 952 and amended in Official Records Book 2230, Page 34 and Official Records Book 2297, Page 135.
3. Reservations, covenants and agreements with the United States of America contained on Pages 10 and 11 of Quit Claim Deed recorded in Official Records Book 2467, Page 307.
4. Terms and provisions contained in Ground Lease Series 2005A-1 dated May 15, 2005. A Memorandum of said Lease is recorded in Official Records Book 39978, Page 704.
5. Terms and provisions contained in Master Lease Purchase Agreement dated July 1, 1990, amended December 20, 2000 and supplemented May 15, 2005. A Memorandum of Series 2005A-1 Lease is recorded in Official Records Book 39978, Page 720.

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

**Peters Elementary School**

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Plantation Gardens Section 5, as recorded in Plat Book 46, Page 29, Public Records of Broward County, Florida.
2. Utility Easement granted to the City of Plantation recorded in Official Records Book 43155, Page 1505.
3. Restrictions, covenants, conditions and easements as contained in Building Restrictions Deed in instrument recorded in Official Records Book 1196, Page 621, Public Records of Broward County, Florida, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
4. Terms and Provisions contained in Ground Lease (Series 2006-1 Facility Sites) dated June 1, 2006. A Memorandum of Lease is recorded in Official Records Book 42232, Page 1339.

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

**Pompano Beach Middle School**

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of PERRY AND WELLS, as recorded in Plat Book 4, Page 21, Public Records of Broward County, Florida.
2. All matters contained on the Plat of RESIDENT ADDITION TO THE TOWN OF POMPANO, as recorded in Plat Book 1, Page 10, Public Records of Broward County, Florida.
3. Easement recorded in O.R. Book 2776, Page 971, Public Records of Broward County, Florida.

### **Southwest Bus Parking Facility**

1. All matters contained on the Plat of West Broward Industrial Park North, as recorded in Plat Book 160, Page 32, together with the Releases recorded in OR Book 34731, Page 1106, OR Book 34731, Page 1109, OR Book 34731, Page 1112, OR Book 34731, Page 1115, OR Book 34731, Page 1117 and OR Book 34731, Page 1120, City of Pembroke Pines Resolution No. 3084, recorded in OR Book 42042, Page 1771, Broward County Resolution No. 2006-841, recorded in OR Book 43198, Page 691 and the Agreement for Amendment of Notation on Plat recorded in OR Book 44254, Page 850.
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 252, Public Records of Miami-Dade 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 65, Page 357, Public Records of Miami-Dade County, Florida.
4. Reservations as set forth in the Deed from the Napoleon B. Broward Drainage District, recorded in Deed Book 469, Page 490, which were assigned to the South Broward Drainage District by the Quit Claim Deed recorded in OR Book 17540, Page 749.
5. Reservations as set forth in the Deed from the Board of Commissioners of Everglades Drainage District, recorded in Deed Book 470, Page 357.
6. Canal Easement recorded in OR Book 7111, Page 813.
7. Water and Sewer Agreement with Broward County recorded in OR Book 16201, Page 571.
8. Development Agreement with the City of Pembroke Pines recorded in OR Book 16792, Page 688.
9. Lift Station Easement recorded in OR Book 30252, Page 1787.
10. Landscape, Utility and Drainage Easements recorded in OR Book 30252, Page 1792 and OR Book 32278, Page 763.
11. Resolution No. 2000-06 of the South Broward Drainage District recorded in OR Book 31125, Page 1113, together with the Resolution recorded in OR Book 30655, Page 1545 and OR Book 35122, Page 497.
12. Agreement to Partially Release and Terminate Rights recorded in OR Book 32016, Page 1034.
13. Memorandum of Series 2001B-1 Lease recorded in OR Book 32772, Page 1513.
14. Memorandum of Series 2001B-1 Ground Lease recorded in OR Book 33772, Page 1523.
15. Easements to Florida Power & Light Company recorded in OR Book 37111, Page 329, OR Book 37111, Page 332 and OR Book 44661, Page 1567.
16. Easement Dedication to the City of Pembroke Pines recorded in OR Book 42035, Page 1407.

NOTE: UNLESS OTHERWISE NOTED, ALL OF THE FOREGOING RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**Tropical Elementary School**

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of EVERGALDES LAND COMPANY SUBDIVISION, as recorded in Plat Book 2, Page 7, of Dade County, Florida.
2. Easement recorded in O.R. Book 9810, Page 908, Public Records of Broward County, Florida.
3. Leases recorded in O..R Book 37757, Page 1408; O.R. Book 37757, Page 1423, Public Records of Broward County, Florida.

**Western High School**

1. 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, Public Records of Miami-Dade 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 12, Page 115.
3. Reservations as set forth in the Deed from the Board of Commissioners of Everglades Drainage District, recorded in Deed Book 13, Page 228.
4. Reservations as set forth in the Deed from the Board of Commissioners of Everglades Drainage District, recorded in Deed Book 90, Page 462.
5. Resolution of the Central Broward Drainage District recorded in OR Book 3438, Page 60.
6. Agreement (Developer) with Melaleuca Isles, Inc., recorded in OR Book 4284, Page 345, as assigned to West Broward Utilities, Inc., recorded in OR Book 4326, Page 118.
7. Easement to Florida Power & Light Company recorded in OR Book 9178, Page 388.
8. Quit Claim Deed to Broward County recorded in OR Book 9299, Page 801.
9. Easement to Florida Power & Light Company recorded in OR Book 20427, Page 932.
10. Easement to Florida Power & Light Company recorded in OR Book 27916, Page 963.
11. Memorandum of Series 2005A-1 Ground Lease (Series 2005A-1 Facility Sites) dated as of May 15, 2005 between The School Board of Broward County, Florida, as lessor, and Broward School Board Leasing Corp, as lessee, recorded in OR Book 39978, Page 704.
12. Memorandum of series 2005A-1 Lease dated as of May 15, 2005 between Broward School Board Leasing Corp, as lessor, and The School Board of Broward County, Florida, as lessee, recorded in OR Book 39978, Page 720.



13. Easement to Florida Power & Light Company recorded in OR Book 43155, Page 1492.

NOTE: ALL RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA UNLESS OTHERWISE NOTED.

**EXHIBIT C TO SCHEDULE 2008A-1**

**Series 2014B Certificate of Participation**

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