

SCHEDULE 2009A-1
dated as of June 1, 2009
as Amended and Restated as of June 1, 2011, May 1, 2012,
February 1, 2014, August 1, 2015, April 1, 2016
as further Amended and Restated as of December 1, 2017

to the
Master Lease Purchase Agreement dated as of
July 1, 1990 (as amended) by and among

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

and

Broward School Board Leasing Corp.,
as Lessor (the “Corporation”)

and

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

THIS AMENDED AND RESTATED SCHEDULE 2009A-1 (the “Schedule 2009A-1”) is hereby entered into as of December 1, 2017 under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990 (as amended, 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 2009A-1 Facilities, the Series 2009A-1 Facility Sites and the Series 2009A-1 Comprehensive Needs Projects 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 (a) Series 2009A-1 Facilities and the Series 2009A-1 Facility Sites described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 in the Series 2009A Ground Lease (hereinafter defined) and (b) Series 2009A-1 Comprehensive Needs Projects described herein. The Master Lease with respect to this Schedule 2009A-1 and as modified and supplemented hereby is referred to herein as the “Series 2009A-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 All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby, are incorporated herein by reference.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 2009A-1 Lease the following terms have the meanings set forth below. All capitalized 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 2009A Supplemental Trust Agreement, with respect to the Series 2009A Certificates, the Series 2016B Supplemental Trust Agreement with respect to the Series 2016B Certificates and the Series 2017B Supplemental Trust Agreement with respect to the Series 2017B Certificates.

“**Certificates**” or “**Series of Certificates**” shall mean collectively, the Series 2009A Certificates, the Series 2016B Certificates and the Series 2017B Certificates, allocable to the Series 2009A-1 Lease.

“**Continuing Disclosure Certificate**” shall mean (a) with respect to the Series 2009A Certificates, the Continuing Disclosure Certificate dated June 17, 2009, executed and delivered by the School Board in connection with the issuance of the Series 2009A Certificates, (b) with respect to the Series 2016B Certificates, that certain Disclosure Dissemination Agent Agreement dated as of April 27, 2016, between the School Board and Digital Assurance Certification, L.L.C. (“DAC”), as Disclosure Dissemination Agent, executed and delivered in connection with the issuance of the Series 2016B Certificates and (c) with respect to the Series 2017B Certificates, that certain Disclosure Dissemination Agent Agreement dated as of [CLOSING DATE], between the School Board and DAC, as Disclosure Dissemination Agent, executed and delivered in connection with the issuance of the Series 2017B Certificates.

“**Commencement Date**” for the Series 2009A-1 Lease is the Closing Date for the Series 2009A Certificates.

“**Lease Payment Dates**” shall mean with respect to the Series 2009A-1 Lease, the dates set forth as such on Exhibit C-1 through Exhibit C-3 hereto, as applicable.

“**Series 2009A-BAB Certificates**” shall mean the \$63,910,000 Certificates of Participation, Series 2009A-BAB (Federally Taxable-Direct Payment-Build America Bonds) 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 the Broward School Board Leasing Corp., as Lessor, on a parity with the Series 2009A-QSCB Certificates and the Series 2009A-Tax-Exempt Certificates.

“**Series 2009A Certificates**” shall mean collectively, the Series 2009A-BAB Certificates, Series 2009A-QSCB Certificates and Series 2009A-Tax-Exempt Certificates.

“**Series 2009A-1 Comprehensive Needs Projects**” shall mean the projects described in Exhibit A – Part B to this Schedule 2009A-1, as this Schedule 2009A-1 may be further amended or supplemented from time to time.

“**Series 2009A-1 Facilities**” shall mean the Facilities described in this Schedule 2009A-1, as this Schedule 2009A-1 may be amended or supplemented from time to time. A portion of the improvements to be made to the Series 2009A-1 Facilities from the proceeds of the Series 2009A Certificates is not subject to the lien of the Series 2009A-1 Lease.

“**Series 2009A-1 Facility Sites**” shall mean the Facility Sites described in this Schedule 2009A-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 2009A-1 Lease**” shall mean the Master Lease, as supplemented by Schedule 2009A-1.

“Series 2009A-2 Lease” shall mean the Master Lease, as supplemented by Schedule 2009A-2.

“Series 2009A Leases” shall mean collectively, the Series 2009A-1 Lease and Series 2009A-2 Lease.

“Series 2009A-QSCB Certificates” shall mean the \$49,913,000 Certificates of Participation, Series 2009A-QSCB (Tax Credit-Qualified School Construction Bonds) 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 the Broward School Board Leasing Corp., as Lessor, on a parity with the Series 2009A-BAB Certificates and the Series 2009A-Tax-Exempt Certificates.

“Series 2009A Supplemental Trust Agreement” shall mean the Series 2009A Supplemental Trust Agreement dated as of June 1, 2009, between the Corporation and the Trustee.

“Series 2009A-Tax-Exempt Certificates” shall mean the \$20,140,000 Certificates of Participation, Series 2009A-Tax-Exempt 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 the Broward School Board Leasing Corp., as Lessor, on a parity with the Series 2009A-BAB Certificates and the Series 2009A-QSCB Certificates.

“Series 2016B Certificates” shall mean the \$18,735,000 Certificates of Participation, Series 2016B 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 2016B Supplemental Trust Agreement” shall mean the Series 2016B Supplemental Trust Agreement dated as of April 1, 2016, between the Corporation and the Trustee.

“Series 2017B Certificates” shall mean the \$[PAR] Certificates of Participation, Series 2017B 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 2017B Supplemental Trust Agreement” shall mean the Series 2017B Supplemental Trust Agreement dated as of December 1, 2017, between the Corporation and the Trustee.

Section 2. Lease Term.

(a) **Series 2009A-BAB Certificates and Series 2009A-Tax-Exempt Certificates.** With respect to Series 2009A-BAB Certificates and Series 2009A-Tax-Exempt Certificates, the total of all Lease Terms of the Series 2009A-1 Lease is expected to be

approximately twenty-five (25) years and thirteen (13) days consisting of an “Original Term” of approximately thirteen (13) days from the Commencement Date through and including June 30, 2009, 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, 2009, and ending June 30, 2034. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

(b) **Series 2009A-QSCB Certificates.** With respect to Series 2009A-QSCB Certificates, the total of all Lease Terms of the Series 2009A-1 Lease is expected to be approximately fifteen (15) years consisting of an “Original Term” of approximately thirteen (13) days from the Commencement Date through and including June 30, 2009, and fourteen (14) 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, 2009, and ending June 30, 2023, and a final Renewal Term commencing July 1, 2023 and ending June 17, 2024. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

(c) **Series 2016B Certificates.** With respect to Series 2016B Certificates, the total of all Lease Terms of the Series 2009A-1 Lease is expected to be approximately sixty-three (63) days through and including June 30, 2016, and eighteen (18) 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, 2016, and ending June 30, 2034. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

(d) **Series 2017B Certificates.** With respect to Series 2017B Certificates, the total of all Lease Terms of the Series 2009A-1 Lease is expected to be approximately [_____] (____) days through and including June 30, 2018, and sixteen (16) 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, 2018, and ending June 30, 2034. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

Section 3. Series 2009A-1 Facilities Lease Purchased. A general description of the Series 2009A-1 Facilities and the estimated costs of the Series 2009A-1 Facilities lease-purchased under the Series 2009A-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 2009A-1 Facility Sites Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 2009A-1 Facility Sites 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 2009A Ground Lease.

Section 5. Application of Certain Proceeds of Series 2009A Certificates.

Pursuant to the provisions of Section 402 of the Series 2009A Supplemental Trust Agreement, the Trustee has deposited the following sums attributable to the Series 2009A-1

Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2009A Certificates:

| <u>Amount</u> | <u>Account</u> |
|-----------------|---|
| \$54,499,919.55 | BAB Subaccount of the Series 2009A Acquisition Account |
| \$16,816,756.34 | QSCB Subaccount of the Series 2009A Acquisition Account |
| \$12,144,989.11 | Tax-Exempt Subaccount of the Series 2009A Acquisition Account |
| \$366,929.72 | Series 2009A Cost of Issuance Subaccount |

Pursuant to the provisions of Section 402 of the Series 2016B Supplemental Trust Agreement, the Trustee has deposited the following sums attributable to the Series 2009A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2016B Certificates:

| <u>Amount</u> | <u>Account</u> |
|-----------------|---------------------------------------|
| \$22,991,650.73 | Escrow Deposit Fund |
| \$159,485.42 | Series 2016B Cost of Issuance Account |

Pursuant to the provisions of Section 402 of the Series 2017B Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2009A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2017B Certificates:

| <u>Amount</u> | <u>Account</u> |
|---------------|---------------------------------------|
| \$ | Escrow Deposit Fund |
| \$ | Series 2017B Cost of Issuance Account |

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, 2009) and the remaining principal portion with respect to the Series 2009A-1 Facilities to be lease purchased and the Series 2009A-Tax-Exempt Certificates and Series 2009A-BAB Certificates attributable to such Series 2009A-1 Facilities are set forth in Exhibit C-1 and Exhibit C-2, hereto, respectively. The principal portion of the Basic Lease Payments, the Lease Payment Date (June 15, 2024) with respect to the Series 2009A-1 Facilities to be lease purchased and the Series 2009A-QSCB Certificates attributable to such Series 2009A-1 Facilities are set forth in Exhibit C-3 hereto. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each June 15 and December 15, commencing June 15, 2016) and the remaining principal portion with respect to the Series 2009A-1 Facilities to be lease purchased and the Series 2016B Certificates attributable to such Series 2009A-1 Facilities are set forth in Exhibit C-4, hereto. The School Board shall notify the Trustee of the amount to be deposited to each subaccount of the Series 2009A Lease Payment Account on each Lease Payment Date.

Special Additional Lease Payments. The sinking fund payments, the Lease Payment Dates (each June, 15, commencing June 15, 2014) with respect to the Series 2009A-1 Facilities to be lease purchased and the Series 2009A-QSCB Certificates attributable to such Series 2009A-1 Facilities are set forth in Exhibit C-3 hereto. Notwithstanding anything in the Series 2009A-1 Lease to the contrary, Exhibit C-3 shall be revised as necessary to reflect a change in the actual amount of Basic Lease Payments required to be deposited to the Series 2009A-QSCB Subaccount of the Series 2009A Lease Payment Account resulting from the investment of the moneys therein.

If, upon delivery of the Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2009A-1 Facilities, or if the School Board determines not to acquire, construct or install one or more components of the Series 2009A-1 Facilities, it is determined that the cost of, and consequently the actual amount of Basic Lease Payments for, a Series 2009A-1 Facility is different from the amount set forth herein, Exhibit C-1, Exhibit C-2, Exhibit C-3 and Exhibit C-4 shall be revised as necessary to reflect the adjusted Schedule of Basic Lease Payments for all Series 2009A-1 Facilities to be lease-purchased. The aggregate of Basic Lease Payments on Exhibit C-1, Exhibit C-2, Exhibit C-3 and Exhibit C-4 shall be no less than the principal and interest payments with respect to the portion of the Series 2009A-BAB Certificates, Series 2009A-Tax-Exempt Certificates and Series 2016B Certificates and principal payments with respect to the portion of the Series 2009A-QSCB Certificates relating to the Series 2009A-1 Facilities and shall only be revised as described in the preceding paragraph or 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 2009A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2009A Certificates pursuant to Article III of the Series 2009A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement, (ii) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2016B Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2016B Certificates pursuant to Article III of the Series 2016B Supplemental Trust Agreement or Section 801 of the Master Trust Agreement or (iii) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2017B Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2017B Certificates pursuant to Article III of the Series 2017B Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments under the Series 2009A Lease and represented by the Series 2009A-BAB Certificates, Series 2009A-Tax-Exempt Certificates and Series 2016B 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 2009A-BAB Certificates, Series 2009A-Tax-Exempt Certificates and Series 2016B Certificates are rated within the three highest rating categories by a nationally recognized rating service.

The interest portion of the Basic Lease Payments under the Series 2009A-1 Lease and represented by the Series 2017B 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

2017B Certificates are rated within the three highest rating categories by a nationally recognized rating service.

Section 7. Additional Lease Payments.

Series 2009A Certificates. Additional Lease Payments with respect to the Series 2009A-1 Lease consist of a pro rata portion of the following amounts to be paid with respect to both the Series 2009A-1 Lease and Series 2009A-2 Lease, except as otherwise provided herein (the fees set forth below for Trustee services include services under Schedules 2009A-1 and 2009A-2):

1. Trustee Fees: Annual fee of \$9,000 payable annually in advance.
2. Trustee Expenses: Expenses to be 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.
3. Credit Facility Issuer Payment: \$302,626.07 to be paid to the Series 2009A Credit Facility Issuer upon issuance of the Series 2009A Certificates with respect to the Series 2009A Credit Facility.

Series 2016B Certificates. Additional Lease Payments with respect to the Series 2009A-1 Lease consist of a pro rata portion of the following amounts to be paid with respect to both the Series 2009A-1 Lease and Series 2009A-2 Lease, except as otherwise provided herein (the fees set forth below for Trustee services include services under Schedules 2009A-1 and 2009A-2):

1. Trustee Fees: Annual fee of \$3,000 payable annually in advance.
2. Trustee Expenses: Expenses to be billed at cost. Legal fee for Trustee counsel at closing of \$431.80. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

Series 2017B Certificates. Additional Lease Payments with respect to the Series 2009A-1 Lease consist of a pro rata portion of the following amounts to be paid with respect to both the Series 2009A-1 Lease and Series 2009A-2 Lease, except as otherwise provided herein:

1. Trustee Fees: Annual fee of \$3,000 payable annually in advance.
2. Trustee Expenses: Expenses to be billed at cost. Legal fee for Trustee counsel at closing of \$431.80. 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 2009A-1 is subject to the following prepayment provisions:

A. Optional Prepayment; Extraordinary Optional Prepayment.

(i) **Series 2009A-BAB Certificates.**

(a) **Optional Prepayment.** The principal portion of Basic Lease Payments represented by Series 2009A-BAB Certificates shall be subject to prepayment on or after June 15, 2019 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 Optional Prepayment.** The principal portion of Basic Lease Payments represented by Series 2009A-BAB Certificates is subject to extraordinary optional prepayment at the option of the School Board, in whole or in part upon the occurrence of an Extraordinary Event, at a Prepayment Price equal to the greater of (1) 100% of the principal portion of Basic Lease Payments represented by the Series 2009A-BAB Certificates to be prepaid, and (2) the sum of the present value of the remaining scheduled payments of Basic Lease Payments to the Maturity Date of the Series 2009A-BAB Certificates to be prepaid, not including any portion of those payments of the interest accrued and unpaid as of the date on which the Series 2009A-BAB Certificates are to be prepaid, discounted to the date on which the Series 2009A-BAB Certificates are to be prepaid on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate, plus 100 basis points; plus, in each case, the interest portion of the Basic Lease Payments with respect to such prepaid principal portion accrued to the Prepayment Date.

(ii) **Series 2009A-Tax-Exempt Certificates.** The principal portion of Basic Lease Payments represented by Series 2009A-Tax-Exempt Certificates shall be subject to prepayment on or after June 15, 2019 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.

(iii) **Series 2009A-QSCB Certificates.** The principal portion of Basic Lease Payments represented by Series 2009A-QSCB Certificates is not subject to prepayment at the option of the School Board.

(iv) **Series 2016B Certificates.** The principal portion of Basic Lease Payments represented by Series 2016B Certificates shall be subject to prepayment on or after June 15, 2026 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.

(v) **Series 2017B Certificates.** The principal portion of Basic Lease Payments represented by Series 2017B Certificates shall be subject to prepayment on or after June 15, [_____], 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.

(i) **Series 2009A 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 Series 2009A Certificates.

(ii) **Series 2009A-QSCB Certificates.**

(1) *Extraordinary Mandatory Prepayment from Unexpended Proceeds of the Series 2009A-QSCB Certificates.* The portion of Basic Lease Payments represented by Series 2009A-QSCB Certificates is subject to extraordinary mandatory prepayment, in whole or in part, on September 15, 2012, or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before the ninetieth day following the last day of the extension, in Authorized Denominations, at a Prepayment Price equal to the principal portion of Basic Lease Payments represented by the Series 2009A-QSCB Certificates called for prepayment, in an amount equal to the unexpended proceeds of the sale of the Series 2009A-QSCB Certificates held by the Trustee, but only to the extent that the School Board fails to expend all of the available project proceeds of the Series 2009A-QSCB Certificates within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

(2) *Extraordinary Mandatory Prepayment Due to Loss of Qualified School Construction Bond Status.* Upon a Determination of Loss of Qualified School Construction Bond Status, the portion of Basic Lease Payments represented by Series 2009A-QSCB Certificates is subject to extraordinary mandatory prepayment, in whole, on the earliest practicable date designated by the School Board, but in no case later than the December 15 following the next succeeding June 1 after a Determination of Loss of Qualified School Construction Bond Status, at a Prepayment Price equal to (i) the principal portion of Basic Lease Payments represented by the Series 2009A-QSCB Certificates called for prepayment, plus (ii) the Prepayment Premium, plus (iii) accrued interest on the principal amount of the Series 2009A-QSCB Certificates called for prepayment (calculated at the tax credit rate) from the Tax Credit Allowance Date immediately preceding the Prepayment Date, to the date of prepayment.

In addition, in the event that any tax credits recognized prior to the date of prepayment are determined to be ineligible as tax credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the Prepayment Price shall include an additional amount payable to the owners as of the applicable Tax Credit Allowance Dates of the Series 2009A-QSCB Certificates for such tax credits equal to the amount of such tax credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of prepayment, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

(iii) **Series 2016B 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 Series 2016B Certificates.

(iv) **Series 2017B 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 Series 2017B Certificates.

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 2009A-1 and all references therein to the Facilities shall include the Series 2009A-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 2009A-1 and all references therein to the Facilities shall include the Series 2009A-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 2009A-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 2009A-1 Facilities, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2009A-1 Facilities.

B. Continuing Disclosure. For purposes of the Series 2009A-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 2009A-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 Certificates, shall) or any Holder of the Certificates or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the School Board to comply with its obligations under this Section 9.B. For purposes of this Section, "Beneficial Owner" means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

C. Section 3.2(b) of the Master Lease. For purposes of the Series 2009A-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 2009A-1 Facilities financed under this Lease and payment of all Costs of the Series 2009A-1 Facilities, the amounts, if any, on deposit in the Tax-Exempt Subaccount of the Series 2009A Acquisition Account shall be transferred to the Tax-Exempt Subaccount of the Series 2009A Lease Payment Account to be applied to applicable Basic Lease Payments next coming due under this Lease; provided, however, that if, upon delivery by the School Board of a Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2009A-1 Facilities (including the failure of the School Board to acquire any component of the Series 2009A-1 Facilities), there shall remain in the Tax-Exempt Subaccount of the Series 2009A Acquisition Account an amount greater than the amount of related Basic Lease Payments coming due in the immediately following Fiscal Year under this Lease, such amount shall be retained in the Tax-Exempt Subaccount of the Series 2009A Acquisition Account and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Lease as fully as if they were the originally leased Series 2009A-1 Facilities; provided, however, at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Tax-Exempt Subaccount of the Series 2009A Lease Payment Account to be credited against the applicable Basic Lease Payments next coming due.

D. Section 3.2(c) of the Master Lease. For purposes of the Series 2009A-1 Lease, Section 3.2(c) of the Master Lease shall read as follows:

(c) There shall be deposited in the Series 2009A Lease Payment Account, pro rata into the subaccounts therein, or the Series 2009A Acquisition Account, pro rata into the subaccounts therein, for the Series 2009A Certificates, Net Proceeds realized in the event of damage, destruction or condemnation to be applied to Basic Lease Payments or the costs of Series 2009A-1 Facilities under the Lease, in accordance with Section 5.4(b) of the Master Lease.

E. Section 5.4(b) of the Master Lease. For purposes of the Series 2009A-1 Lease, Section 5.4(b) of the Master Lease shall read as follows:

(b) **Option B - Deposit to Series 2009A Lease Payment Account or Series 2009A 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 Series 2009A-1 Facilities so 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 Series 2009A-1 Facilities and (ii) equal to or less than the amount of

Basic Lease Payments coming due in the immediately following Fiscal Year under this Lease, then such Net Proceeds may, at the option of the School Board, (x) be deposited pro rata in the subaccounts of the Series 2009A Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof or (y) deposited pro rata in the subaccounts of the Series 2009A Acquisition Account and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Lease as fully as if they were the originally leased Series 2009A-1 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 Series 2009A-1 Facilities or (ii) greater than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under this Lease, then the Net Proceeds shall be deposited pro rata in the subaccounts of the Series 2009A Acquisition Account and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Lease as fully as if they were the originally leased Series 2009A-1 Facilities; provided, however, at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited pro rata in the subaccounts of the Series 2009A Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof.

F. Section 6.4 of the Master Lease. *The following shall become effective upon execution by the School Board, the Corporation and the Trustee of this Schedule 2009A-1 and the consent of the holders of a majority in principal amount of the Outstanding Certificates representing an interest in the Basic Lease Payments made under this Schedule 2009A-1. Purchase of the Series 2017B Certificates shall constitute consent by holders of the Series 2017B Certificates.*

SECTION 6.4. Substitution of Facilities. To the extent permitted by law, on or after the Completion Date the School Board may substitute for any Facilities other facilities owned by the School Board, provided such substituted facilities (a) have the same or a greater remaining useful life, (b) have a fair market value equal to or greater than the Facilities for which they are substituted, (c) are of substantially equal utility as the Facilities to be replaced and meet the requirement of Section 5.9 hereof, (d) are free and clear of all liens and encumbrances, except Permitted Encumbrances and (e) are approved by the State Department of Education. In addition, to the extent permitted by law, prior to the Completion Date the School Board may release and/or substitute for any Facilities to be acquired, constructed and installed under a particular Schedule other facilities to be acquired, constructed and installed, provided that (1) any substituted facilities satisfy the requirements of clauses (a), (c), (d) and (e) above and (2) following such substitution and/or release, the sum of (x) with respect to Facilities for which a Certificate of Acceptance has not been delivered, the Cost of the acquisition, construction and installation of the Facilities plus (y) with respect to Facilities for which a Certificate of Acceptance has been delivered, the fair market value of the Facilities, financed under the Schedule from which the

Facilities are to be substituted and/or released is greater than or equal to the remaining principal portion of Basic Lease Payments due under such Schedule. In order to effect such substitution, the Facilities to be replaced shall be released from the encumbrance of the related Lease and Ground Lease by appropriate instrument executed by the School Board and the Corporation (or Trustee as assignee of the Corporation) in form sufficient to leave good and marketable fee simple title to such Facilities in the School Board subject only to Permitted Encumbrances, and the Facilities to be substituted shall likewise be incorporated in the appropriate Lease and Ground Lease modifications. The related Schedule shall be appropriately amended, and the related Ground Lease shall be amended or canceled and replaced, to reflect such substitution.

There shall also be delivered at the time of substitution an Opinion of Counsel as described in Section 6.1 hereof with respect to the substitute Facility Site.

For purposes hereof, "fair market value" shall be determined on the basis of an MAI appraisal performed by an appraiser jointly selected by the School Board and the Trustee.

G. Section 9.4 of the Master Lease. *The following shall become effective upon execution by the School Board, the Corporation and the Trustee of this Schedule 2009A-1 and the consent of the holders of a majority in principal amount of the Outstanding Certificates representing an interest in the Basic Lease Payments made under this Schedule 2009A-1. Purchase of the Series 2017B Certificates shall constitute consent by holders of the Series 2017B Certificates.*

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 with the consent of the Credit Facility Issuer, if any, if required under the terms of the Trust Agreement. 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. Notwithstanding the foregoing, a Schedule may be amended without obtaining the consent of the Credit Facility Issuer, if any, or 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. Notwithstanding anything to the contrary in the Lease, any modification or amendment necessary or desirable in order to comply with provisions of the Code to ensure the status of the Series 2009A-QSCB Certificates as Qualified School Construction Bonds or to ensure the

continued availability of the BAB Credit Payments shall not require the consent of any Certificateholder.

H. Remedies Upon Termination. Certain Facilities financed under (i) 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”); (ii) Schedule 2006-1 dated as of June 1, 2006, as amended as of June 1, 2008 (“Prior Schedule 2006-1”); and (iii) Schedule 2008A-1 dated as of June 1, 2008, as amended and restated as of October 1, 2008 and April 1, 2009 (“Prior Schedule 2008A-1,” and together with Prior Schedule 2005A-1 and Prior Schedule 2006-1, the “Prior Schedules”), each as amended by an Amendment dated as of June 1, 2009 (the “June 1, 2009 Amendment”) or an Amendment dated as of June 1, 2011 (the “June 1, 2011 Amendment,” and together with the June 1, 2009 Amendment, the “Amendments”), each executed by the School Board, the Corporation and the Trustee, as assignee of the Corporation, are also being financed as Series 2009A-1 Facilities under this Schedule 2009A-1, as described on Schedule I-A attached hereto (the “Prior Overlapping Facilities”). A certain Series 2010A Facility financed under Schedule 2010A dated as of July 1, 2010 (“Series 2010A Schedule”), executed by the School Board and the Corporation is also being financed as a Series 2009A-1 Facility under this Schedule 2009A-1, as described in Schedule I-B attached hereto (the “2010A Overlapping Facility” and together with the Prior Overlapping Facilities, the “Overlapping Facilities”). Capitalized terms used, but not defined, in this Section 9.I. shall have the meanings assigned thereto in the Amendments or in Schedule 2010A. Schedule I-A and Schedule I-B attached hereto provide 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 2009A Ground Lease, the Series 2010A Ground Lease, this Schedule 2009A-1 or Schedule 2010A, including particularly Sections 5 and 7 of the Prior Ground Leases, the Series 2009A Ground Lease and the Series 2010A Ground Lease, upon the termination of the term of:

(1) the Series 2005A-1 Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to “Walker Elementary School” shall be allocated to Prior Schedule 2005A-1 and to Schedule 2009A-1, and to the Holders of the outstanding Series 2009A Certificates in accordance with the Series 2009A-1 Lease and Series 2009A Supplemental Trust Agreement, to the Holders of the outstanding Series 2015A Certificates in accordance with the Series 2005A-1 Lease and Series 2015A Supplemental Trust Agreement and to the Holders of the outstanding Series 2016B Certificates in accordance with the Series 2009A-1 Lease and Series 2016B Supplemental Trust Agreement;

(2) the Series 2006-1 Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to “Palmview Elementary School” shall be allocated to Prior Schedule 2006-1 and to Schedule 2009A-1 in proportion to the amount of the financing of Palmview Elementary School, and to the Holders of the outstanding Series 2006 Certificates in accordance with the Series 2006-1 Lease and Series 2006 Supplemental Trust Agreement, to the Holders of the outstanding Series 2009A Certificates in accordance with the Series 2009A-1 Lease and Series 2009A Supplemental Trust Agreement, to the Holders of the outstanding Series 2015A Certificates in accordance with the Series 2006-1 Lease and Series 2015A Supplemental Trust Agreement and to the Holders of the outstanding Series

2016B Certificates in accordance with the Series 2009A-1 Lease and Series 2016B Supplemental Trust Agreement;

(3) the Series 2008A-1 Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to “Harbordale Elementary School” shall be allocated to Prior Schedule 2008A-1 and to Schedule 2009A-1 in proportion to the amount of the financing of Harbordale Elementary School, and to the Holders of the outstanding Series 2008A Certificates in accordance with the Series 2008A-1 Lease and Series 2008A Supplemental Trust Agreement, to the Holders of the outstanding Series 2009A Certificates in accordance with the Series 2009A-1 Lease and Series 2009A Supplemental Trust Agreement, to the Holders of the outstanding Series 2016A Certificates in accordance with the Series 2008A-1 Lease and Series 2016A Supplemental Trust Agreement and to the Holders of the outstanding Series 2016B Certificates in accordance with the Series 2009A-1 Lease and Series 2016B Supplemental Trust Agreement; and

(4) the Series 2010A Lease or the Series 2009A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to a 3.033 acre area of the Facility Site designated as “Fort Lauderdale High School – Phased Concurrent Replacement” as shown in Part A of Exhibit B attached hereto shall be allocated to Schedule 2009A-1 and to Schedule 2010A in proportion to the amount of the financing of Fort Lauderdale High School – Phased Concurrent Replacement, and to the Holders of the outstanding Series 2010A Certificates in accordance with the Series 2010A Lease and Series 2010A Supplemental Trust Agreement, to the Holders of the outstanding Series 2009A Certificates in accordance with the Series 2009A-1 Lease and Series 2009A Supplemental Trust Agreement and to the Holders of the outstanding Series 2016B Certificates in accordance with the Series 2009A-1 Lease and Series 2016B Supplemental Trust Agreement.

I. No Surrender of Series 2009A-1 Comprehensive Needs Projects.

(A) Upon termination of the Series 2009A-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 2009A-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 2009A-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 2009A-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 2009A-1 Comprehensive Needs Projects, the School Board shall be under no

obligation to transfer possession of and/or title to the Series 2009A-1 Comprehensive Needs Projects to the Corporation, and the Corporation shall have no right under the Series 2009A-1 Lease to involuntarily dispossess the School Board of the use and enjoyment of or title to any of the Series 2009A-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 2009A-1 Comprehensive Needs Projects when due.

Notwithstanding anything to the contrary herein, nothing shall prevent the Corporation or Trustee from satisfying the payment obligations of the School Board under the Series 2009A-1 Lease with respect to the Series 2009A Certificates from the reletting of any Series 2009A-1 Facilities (other than the Series 2009A-1 Comprehensive Needs Projects) or from any other moneys legally available therefor.

J. Notices. Reserved

K. Representations, Warranties and Covenants Related to Series 2009A-QSCB Certificates.

(a) Designation. The School Board hereby designates this Series 2009A-1 Lease as a qualified school construction bond for purposes of Section 54F(a)(3) of the Code.

(b) Representations, Warranties and Covenants Related to Qualified School Construction Bonds.

(1) The School Board represents and warrants that (i) prior to the expenditure of proceeds of the Series 2009A-QSCB Certificates for Series 2009A-1 Facilities and/or Series 2009A-1 Facility Sites, the School Board declared its intent to reimburse such expenditure with the proceeds of the Series 2009A-QSCB Certificates, (ii) not later than 60 days after payment of the original expenditure, the School Board adopted an official intent to reimburse the original expenditure with proceeds of the Series 2009A-QSCB Certificates, (iii) pursuant to the provisions of the Recovery Act, the School Board has been allocated authority to issue up to \$49,913,000 aggregate principal amount of QSCB's in calendar year 2009, (iv) it reasonably expects that 100% or more of the available project proceeds (as defined in Section 54A of the Code) will be spent for one or more Qualified Purposes within the three-year period beginning on the Closing Date and a binding commitment with a third party to spend at least 10% of the available project proceeds will be incurred within the six-month period beginning on the Closing Date.

(2) The School Board covenants that (i) no more than 2% of the proceeds of the Series 2009A-QSCB Certificates shall be expended for costs of issuance of the Series 2009A-QSCB Certificates; (ii) no reimbursement for expenditures shall be made later

than 18 months after the date the original expenditure is made, (iii) no reimbursement of expenditures from proceeds of the Series 2009A-QSCB Certificates shall be made after the end of the Expenditure Period, (iv) it will submit reports required by Section 54A(d)(3) of the Code, and (v) it will comply with special rules relating to arbitrage in accordance with Section 54A(d)(3) of the Code.

(3) The School Board hereby certifies that the applicable State and local law requirements governing conflicts of interest have been satisfied.

(4) The School Board hereby designates \$49,913,000 of the principal portion of Basic Lease Payments and the Series 2009A-QSCB Certificates representative thereof as QSCBs for purposes of section 54F(a)(3) of the Code.

(5) The School Board covenants that it will not take or fail to take any action which could result in the occurrence of an Accountable Event of Loss of Qualified School Construction Bond Status.

L. Representations, Warranties and Covenants Related to Series 2009A-BAB Certificates.

(1) The School Board represents and warrants that it reasonably expects that 100% or more of the available project proceeds (as defined in Section 54A of the Code) will be spent for one or more Qualified Purposes.

(2) The School Board covenants that (i) no more than 2% of the proceeds of the Series 2009A-BAB Certificates shall be expended for costs of issuance of the Series 2009A-BAB Certificates; (ii) 100% of the available project proceeds (as defined in Section 54A of the Code) shall be used for Qualified Purposes and (iii) it will comply with rules relating to arbitrage in accordance with the Code.

(3) The School Board hereby agrees to file Form 8038-CP no earlier than the ninetieth (90th) day and no later than the forty-fifth (45th) day prior to each Interest Payment Date identifying the amount of interest to be paid on the Interest Payment Date.

(4) The School Board hereby irrevocably elects to have Section 54AA of the Code apply to \$63,910,000 of the principal portion of Basic Lease Payments and the Series 2009A-BAB Certificates represented thereby and pursuant to Sections 54AA(g) and 6431 of the Code, irrevocably elects to receive Build America Bond Payments.

(5) The School Board covenants that it will not take or fail to take any action which could result in the loss or diminishment of the BAB Credit Payments.

N. Release of Series 2009A-1 Facilities. *The following provision shall become effective upon execution by the School Board, the Corporation and the Trustee of this Schedule 2009A-1 and the consent of the holders of a majority in principal amount of the Outstanding Certificates or with the consent of the Series 2009A Credit Facility Issuer, if any, in lieu of the consent of the holders of the Certificates it insures. Purchase of the Series 2017B Certificates shall constitute consent by holders of the Series 2017B Certificates.*

Notwithstanding anything to the contrary in the Master Lease, one or more Series 2009A-1 Facilities financed by the Series 2009A-1 Lease may be released from the lien of such Lease if after the release of the Facility or Facilities the total construction cost of remaining Series 2009A-1 Facilities exceeds the remaining principal portion of the Basic Lease Payments payable under the Series 2009A-1 Lease. The Series 2009A-1 Facilities released under this Section 9.K. shall be deemed to be paid and fee simple title to such Series 2009A-1 Facilities shall vest in the School Board free and clear of all encumbrances except Permitted Encumbrances.

The Corporation hereby appoints the School Board as its agent to prepare and file or record in appropriate offices such documents as may be necessary to cause record title to such Series 2009A-1 Facilities to vest in the School Board. The Corporation agrees to immediately execute a warranty deed for the Series 2009A-1 Facilities and an assignment of all its right, title, and interest to such Series 2009A-1 Facilities under the Series 2009A-1 Lease and Series 2009A-1 Ground Lease to the School Board, and shall execute an amendment to Schedule 2009A-1, as well as all other instruments necessary to vest good and marketable fee simple title to the released Series 2009A-1 Facility or Series 2009A-1 Facilities in the School Board subject only to Permitted Encumbrances. The Series 2009A-1 Ground Lease shall then be modified, as provided therein. The Corporation shall request the execution of such instruments by the Trustee as may be necessary to effect the conveyance described herein.

O. Effective Date. Schedule 2009A-1, as amended and restated as of December 1, 2017, shall be effective [CLOSING DATE].

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Trustee, as Assignee of the Corporation, and the Corporation have caused this Amended and Restated Schedule 2009A-1 to be executed in their respective corporate names by their duly authorized officers, and the School Board has caused this Amended and Restated Schedule 2009A-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: Exhibit– Do Not Sign
Robert W. Runcie
Secretary

By: Exhibit– Do Not Sign
Nora Rupert
President

[SEAL]

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

Attest:

By: Exhibit– Do Not Sign
Robert W. Runcie
Secretary

By: Exhibit– Do Not Sign
Nora Rupert
Chair

U.S. BANK NATIONAL ASSOCIATION

By: Exhibit– Do Not Sign
Michael C. Daly
Vice President

**SCHEDULE I-A
Prior Overlapping Facilities**

| <u>Facility</u> | <u>Project Description</u> | <u>Amount Financed Under Schedule 2009A-1</u> | <u>Related Prior Schedule(s)</u> | <u>Amount Financed Under Related Prior Schedule(s)</u> | <u>Total Amount (Prior Schedule(s) and Schedule 2009A-1)</u> |
|------------------------------|----------------------------|---|----------------------------------|--|--|
| Harbordale Elementary School | Classroom Additions | \$2,075,214 | 2008A-1 | \$6,900,870 | \$8,976,084 |
| Palmview Elementary School | Kitchen/Cafeteria | 8,374,000 | 2006-1 | 6,500,800 | 14,874,800 |
| Walker Elementary School | Kitchen/Cafeteria | <u>7,199,520</u> | 2005A-1 | <u>4,623,383</u> | <u>11,822,903</u> |
| | | <u>\$17,648,734</u> | | <u>\$18,025,053</u> | <u>\$35,673,787</u> |

**SCHEDULE I-B
2010A Overlapping Facility**

| <u>Facility</u> | <u>Project Description</u> | <u>Amount Financed Under Schedule 2009A-1</u> | <u>Related Schedule</u> | <u>Amount Financed under Related Schedule</u> | <u>Total Amount (Related Schedule and Schedule 2009A-1)</u> |
|---|----------------------------|---|-------------------------|---|---|
| Fort Lauderdale High School – Phased Concurrent Replacement | Classroom Building | \$4,444,194 | 2010A | \$4,332,877 | \$8,777,071 |

EXHIBIT A TO SCHEDULE 2009A-1

A. General Description of the Series 2009A-1 Facilities to be Lease Purchased:

Banyan Elementary School - A media replacement at the existing elementary school located at 8600 NW 50th Street in the City of Sunrise. This media center will total approximately 13,000 gross square feet. This media center will serve some 798 students currently attending this elementary school. It will provide a standalone media center, a technical processing area, an integrated learning center, a network specialist workroom, media office, custodial spaces, and student/staff restrooms.

Blanche Ely High School - A physical education center at the existing high school located at 1201 NW 6th Avenue in the City of Pompano Beach. The center will provide an expanded track and field area, student and staff restrooms, physical education storage to support the educational development of 2,007 9-12 grade students.

Fort Lauderdale High School Pool Replacement - A pool replacement at the existing high school located at 1600 NE 4th Avenue in the City of Fort Lauderdale. This project will encompass approximately .67 acres. This project will serve some 1,811 students currently attending this high school. It will provide a new aquatic facility to include a ten lane competition pool, (two) one meter diving wells, teaching pool, and spectator areas, a pool administration building to include coaches' office, lifeguard office, hospitality/team room, locker rooms, storage rooms and pool equipment rooms. Pool deck features include covered shade canopy, pool deck seating areas, concrete diving platform, specialized sports lighting, and entry feature.

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 project will replace approximately 23,700 gross square feet of permanent building at the school. It will house K-5 students. This addition will provide 8 primary and 8 intermediate classrooms, custodial closets and student/staff restrooms.

Northeast High School - An aquatics sports complex at the existing high school located at 700 NE 56th Street in the City of Oakland Park. This renovation/expansion will total approximately 15,000 gross square feet. This aquatic complex space will serve some 2,115 students currently attending this high school. It will provide an expanded teaching/competition pool, equipment/pump building, student locker room/shower/restroom and staff locker room/shower/restroom.

Palmview Elementary School - A cafeteria replacement at the existing elementary school located at 2601 NE 1st Avenue in the City of Pompano Beach. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 635 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.

Parkway Middle School - A concurrent phased replacement at the existing middle school located at 3600 NW 5th Court in the City of Ft. Lauderdale. This project will replace approximately 52,000 net square feet of permanent building on the campus. It will house 6 - 8

grade students. This phase will provide 19 classrooms, 4 science demonstration classrooms, a science preparation area, 3 ESE classrooms, 4 resource rooms, a gymnasium, lobby, concession stand, ticket booth, male and female locker rooms with related spaces, a laundry, PE storage, teacher planning, first aid room, textbook storage, custodial areas, student/staff restrooms, and a physical plant.

Seagull Center - A media replacement at the existing school located at 425 SW 28th Street in the City of Ft. Lauderdale. This addition will add approximately 9,744 gross square feet of permanent building to the school. This media center will serve some 837 students currently attending this school. It will provide a standalone media center, a technical processing area, an integrated learning center, a network specialist workroom, media office, custodial spaces, and student/staff restrooms.

Fort Lauderdale High School – Phased Concurrent Replacement – Three story Classroom Buildings to include 7 general classrooms, 5 resource rooms, 4 science labs and related spaces, 4 ESE classroom suites, and a business technology lab. The facility will also include: 3 family and consumer science labs, a health occupations lab, pre-law/public service education lab, vocational labs, teacher planning areas, administrative offices, and kitchen and laundry facilities for home economics. Moreover, custodial spaces, storage spaces, and student, staff, and public restrooms will also be constructed.

Walker Elementary School - A cafeteria replacement at the existing elementary school located at 1001 NW 4th Street in the City of Ft. Lauderdale. 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.

B. General Description of the Series 2009A-1 Comprehensive Needs Projects to be Lease Purchased:

| Project Description | Estimated Useful Life |
|---|------------------------------|
| <u>ADA Compliance</u> | 20 years |
| <u>Safety (fencing, fire alarm, etc.)</u> | 20 years |
| <u>Various other Remodeling & 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 |

C. Estimated Costs of the Series 2009A-1 Facilities to be Lease Purchased:

The following reflects current expectations of the School Board as to the cost of the Series 2009A-1 Facilities and is subject to change and amendment.

| <u>Facility</u> | <u>Planning</u> | <u>Acquisition and Construction</u> | <u>Total Project Cost</u> |
|---|--------------------|-------------------------------------|---------------------------|
| Banyan Elementary School | \$225,000 | \$2,500,000 | \$2,725,000 |
| Blanche Ely High School | 800,959 | 6,865,000 | 7,665,959 |
| Fort Lauderdale High School Pool Replacement | 423,081 | 3,846,194 | 4,269,275 |
| Harbordale Elementary School | 117,465 | 1,957,749 | 2,075,214 |
| Northeast High School | 1,262,306 | 4,187,694 | 5,450,000 |
| Palmview Elementary School | 474,000 | 7,900,000 | 8,374,000 |
| Parkway Middle School | 2,927,166 | 23,778,000 | 26,705,166 |
| Seagull Center | 463,283 | 2,531,300 | 2,994,583 |
| Fort Lauderdale High School – Phased Concurrent Replacement | 705,645 | 8,071,426 | 8,777,071 |
| Walker Elementary School | <u>407,520</u> | <u>6,792,000</u> | <u>7,199,520</u> |
| TOTAL | <u>\$7,806,425</u> | <u>\$68,429,363</u> | <u>\$76,235,788</u> |

D. Estimated Costs of the Series 2009A-1 Comprehensive Needs Projects to be Lease Purchased:

The following reflects current expectations of the School Board as to the cost of the Series 2009A-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) | |
| Total | <u>\$</u> |

EXHIBIT B TO SCHEDULE 2009A-1

**LEGAL DESCRIPTIONS AND PERMITTED ENCUMBRANCES
OF SERIES 2009A-1 FACILITY SITES**

PART A. DESCRIPTION OF REAL ESTATE.

Banyan Elementary School

A portion of Tract 25, of Section 17, Township 49 South, Range 41 East, of FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 2, according to the Plat thereof, as recorded in Plat Book 1, Page 102, of the Public Records of Palm Beach County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 50, SPRINGTREE LAKES, according to the Plat thereof as recorded in Plat Book 79, Page 12 of the Public Records of Broward County, Florida; THENCE South 89°26'54" West, along the north line of said Tract 50 a distance of 214.41 feet; THENCE North 00°34'03" West, a distance of 19.07 feet to the POINT OF BEGINNING; THENCE South 89°25'57" West, a distance of 157.83 feet; THENCE North 00°34'03" West, a distance of 128.83 feet; THENCE North 89°25'57" East, a distance of 157.83 feet; THENCE South 00°34'03" East, a distance of 128.83 feet to the POINT OF BEGINNING.

Said lands situate in the City of Sunrise, Broward County, Florida containing 20,333 square feet or 0.467 acres more or less.

Blanche Ely High School

Home Dugout

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35; THENCE on an assumed bearing of S01°26'42"E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway; THENCE N88°11'37"E along the said South right-of-way line of the F.E.C. Railway a distance of 70.47 feet; THENCE S01°48'23"E a distance of 380.80 feet to the POINT OF BEGINNING; THENCE S84°42'49"E a distance of 40.00 feet; THENCE S05°17'11"W a distance of 8.75 feet; THENCE N84°42'49"W a distance of 40.00 feet; THENCE N05°17'11"E a distance of 8.75 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 350 square feet, more or less.

Home Concession

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35;
THENCE on an assumed bearing of S01°26'42"E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway;
THENCE N88°11'37"E along the said South right-of-way line of the F.E.C. Railway a distance of 236.09 feet;
THENCE S01°48'23"E a distance of 424.30 feet to the POINT OF BEGINNING;
THENCE N88°55'28"E a distance of 40.67 feet;
THENCE S01°04'32"E a distance of 34.13 feet;
THENCE N88°55'28"E a distance of 38.58 feet;
THENCE S01°04'32"E a distance of 15.42 feet
THENCE S88°55'28"W a distance of 52.16 feet;
THENCE S01°04'32"E a distance of 8.04 feet;
THENCE S88°55'28"W a distance of 27.09 feet;
THENCE N01°04'32"E a distance of 57.58 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 2,827 square feet, more or less.

Visitor Dugout

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35;
THENCE on an assumed bearing of S01°26'42"E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway;
THENCE N88°11'37"E along the said South right-of-way line of the F.E.C. Railway a distance of 219.51 feet;
THENCE S01°48'23"E a distance of 264.99 feet to the POINT OF BEGINNING;
THENCE S84°39'15"E a distance of 8.75 feet;
THENCE S05°20'45"W a distance of 40.00 feet;
THENCE N84°39'15"W a distance of 8.75 feet;
THENCE N05°20'45"E a distance of 40.00 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 350 square feet, more or less.

Visitor Concession

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35;

THENCE on an assumed bearing of S01°26'42"E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway;

THENCE N88°11'37"E along the said South right-of-way line of the F.E.C. Railway a distance of 645.29 feet;

THENCE S01°48'23"E a distance of 432.59 feet to the POINT OF BEGINNING;

THENCE N88°37'34"E a distance of 19.35 feet;

THENCE S01°22'26"E a distance of 12.66 feet;

THENCE N88°37'34"E a distance of 13.57 feet;

THENCE S01°22'26"E a distance of 41.70 feet

THENCE S88°37'34"W a distance of 15.25 feet;

THENCE S01°22'26"E a distance of 3.47 feet;

THENCE S88°37'34"W a distance of 17.67 feet;

THENCE N01°22'26"W a distance of 57.83 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 1,679 square feet, more or less.

Stadium Elevator

A parcel of land being a portion of the Northwest One-Quarter (NW ¼) of Section 35, Township 48 South, Range 42 East, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of said Northwest One-Quarter (NW ¼) of Section 35;

THENCE on an assumed bearing of S01°26'42"E along the West line of the said Northwest One-Quarter (NW ¼) a distance of 666.54 feet to the South right-of-way line of the Florida East Coast (F.E.C.) Railway;

THENCE N88°11'37"E along the said South right-of-way line of the F.E.C. Railway a distance of 284.71 feet;

THENCE S01°48'23"E a distance of 382.81 feet to the POINT OF BEGINNING;

THENCE N88°52'26"E a distance of 8.00 feet;

THENCE S01°07'34"E a distance of 18.00 feet;

THENCE S88°52'26"W a distance of 8.00 feet;

THENCE N01°07'34"W a distance of 18.00 feet to the POINT OF BEGINNING.

Said parcel of land situate within the City of Pompano Beach, Broward County, Florida, containing 144 square feet, more or less.

Fort Lauderdale High School Pool Replacement

DESCRIPTION:

PARCELS 1, 2, AND 3, PIPER SITE, NO. 2, REVISED, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF BLOCK 1, AMENDED PLAT OF RIVERCREST, ACCORDING TO THE PLAT THEREOF, AS RECORDED PLAT BOOK 16, PAGE 28, OF SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID BLOCK 1, THENCE NORTH 89°23'26" EAST, ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 330.71 FEET; THENCE SOUTH 00°33'40" EAST, ALONG THE WEST RIGHT OF WAY OF NORTHEAST 4TH AVENUE, A DISTANCE OF 64.80 FEET; THENCE SOUTH 89°04'49" WEST, A DISTANCE OF 331.38 FEET; THENCE NORTH 00°00'20" WEST, ALONG THE WEST LINE OF SAID BLOCK 1, A DISTANCE OF 66.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY FLORIDA. CONTAINING 122,236 SQUARE FEET OR 2.806 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 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 4,402 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 10,168 square feet (0.233 acres) more or less.

Northeast High School

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4) ON AN ASSUMED BEARING OF NORTH 86°46'07" EAST 775.09 FEET; THENCE SOUTH 03°25'51" EAST 622.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°38'08" EAST 107.22 FEET; THENCE NORTH 41°47'39" EAST 4.24 FEET; THENCE NORTH 86°47'39" EAST 11.63 FEET; THENCE SOUTH 48°12'21" EAST 4.25 FEET; THENCE NORTH 86°49'19" EAST 103.19 FEET TO A

POINT OF CURVATURE OF A 10.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°30'24" AN ARC DISTANCE OF 15.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH 03°40'18" EAST 143.53 FEET TO A POINT OF CURVATURE OF A 10.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°45'40" AN ARC DISTANCE OF 15.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 86°05'23" WEST 15.77 FEET TO A POINT OF CURVATURE OF A 7.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°19'52" AN ARC DISTANCE OF 10.79 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°14'29" EAST 26.78 FEET TO A POINT OF CURVATURE OF A 10.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°40'10" AN ARC DISTANCE OF 15.65 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°25'41" WEST 195.29 FEET; THENCE NORTH 03°25'51" WEST 123.13 FEET; THENCE NORTH 86°52'54" EAST 10.08 FEET; THENCE NORTH 03°13'49" WEST 17.96 FEET; THENCE SOUTH 87°10'21" WEST 10.14 FEET; THENCE NORTH 03°25'51" WEST 63.66 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA AND CONTAINING 47545 SQUARE FEET (1.091 ACRES) MORE OR LESS.

Palmview Elementary School

The East 160 feet of the West 300 feet of the North 265 feet of the South 330 feet of the following described land:

The northeast one-quarter (NE 1/4) of the southwest one-quarter (SW 1/4) of the southeast one-quarter (SE 1/4) Section 23, Township 48 South, Range 42 East, less the east 30 feet thereof.

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

Parkway Middle School

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 6, Township 50 South Range 42 East more fully described as follows

BUILDING #26

Commencing (1) at the Southeast corner of Lot 16, Block 9, ACADEMY AWARD HOMES, SECTION 2, according to the plat thereof as recorded in Plat Book 42 Page 31, of the Public Records of Broward County, Florida, thence North 00 degrees 00'13" East on the West line of the East 1050.80 feet of said Northeast one-quarter (NE 1/4) of Southwest one-quarter (SW 1/4) of Section 6, a distance of 272.49 feet; thence South 89 degrees 20'31" East, a distance of 21.55 feet to the Point of Beginning (1); thence continuing thence South 89 degrees 20'31" East a distance of 185.55 feet to a point on a curve; thence Northeasterly on said curve to the right, whose radius point bears South 63 degrees 10'55" East, with a radius of 91.77 feet, a central angle of 56 degrees 13'16", on arc distance of 90.05 feet thence North 00 degrees 39'29" East, a distance of 62.00 feet to a Reference Point "A"; thence North . 89 degrees 20'31" West, a distance of 183.33 feet; thence North 00 degrees 39'29" East, a distance of 5.50 feet; thence North 76 degrees 14' 08" West, a distance of 74.35 feet; thence South 00 degrees 39'29" West, a distance of 134.86 feet to the Point of Beginning (1).

Said lands situate, lying and being in Broward County, Florida.

TOGETHER WITH BUILDING #25

Commencing (2) at the aforementioned Reference Point "A"; thence North 30 degrees 00'11" East, a distance of 89.65 feet to the Point of Beginning (2); thence South 89 degrees 20'31" East, a distance of 258.55 feet; thence North 00 degrees 39'29" East, a distance of 83.46 feet to a Reference Point "B"; thence North 89 degrees 20'31" West, a distance of 258.55 feet; thence South 00 degrees 39'29" West, a distance of 83.46 feet to the Point of Beginning (2).

Said lands situate, lying and being in Broward County, Florida.

ALSO TOGETHER WITH BUILDING #29:

Commencing (3) at the aforementioned Reference Point "B"; thence North 77 degrees 26'32" East, a distance of 57.24 feet to the Point of Beginning (3); thence South 89 degrees 20'31" East, a distance of 65.00 feet; thence North 00 degrees 39'29" East, a distance of 110.75 feet; thence North 89 degrees 20'31" West, a distance of 65.00 feet; thence South 00 degrees 39'29" West, a distance of 110.75 feet to the Point of Beginning (3).

Said lands situate, lying and being in Broward County, Florida.

Seagull Center

A portion of Tract A of THE AMENDED PLAT OF THE RESUBDIVISION OF BLOCKS 8, 9, 10 AND 11 OF EVERGLADES LAND SALES COMPANY SECOND ADDITION TO LAUDERDALE, as recorded in Plat Book 45, Page 12, Broward County Records, being more particularly described as follows:

Commence at the Southeast corner of said Tract A; thence along the South line of said Tract A on an assumed bearing of North 89° 59' 23" West 477.47 feet; thence North 00° 00' 37" East 20.00 feet to the Point of Beginning; thence North 89° 59' 23" West 138.17 feet; thence North 00° 00' 37" East 124.50 feet; thence South 89° 59' 23" East 60.50 feet; thence North 00° 00' 37" East 4.34 feet; thence South 89° 59' 23" East 7.33 feet; thence South 00° 00' 37" West 4.34 feet; thence South 89° 59' 23" East 32.67 feet; thence South 00° 00' 37" West 82.83 feet; thence South 89° 59' 23" East 37.67 feet; thence South 00° 00' 37" West 25.33 feet; thence North 89° 59' 23" West 7.25 feet; thence South 00° 00' 37" West 7.33 feet; thence South 89° 59' 23" East 7.25 feet; thence South 00° 00' 37" West 9.00 feet to the Point of Beginning.

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

Fort Lauderdale High School – Phased Concurrent Replacement

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL "A", "PIPER SITE"; THENCE NORTH 00°33'40" WEST, A DISTANCE OF 891.50 FEET; THENCE NORTH 00°33'48" WEST, A DISTANCE OF 205.63 FEET; THENCE NORTH 00°33'48" WEST, A DISTANCE OF 7.48 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE OF 6°55'05", FOR AN ARC DISTANCE OF 133.53 FEET TO THE POINT OF TANGENCY; THENCE NORTH 06°21'17" EAST, A DISTANCE OF 49.39 FEET, THE LAST FIVE (5) DESCRIBED COURSES BEING COINCIDENT WITH THE EAST RIGHT OF WAY OF NORTHEAST 4TH AVENUE; THENCE SOUTH 74°39'17" EAST, A DISTANCE OF 67.77 FEET; THENCE SOUTH 11°29'28" WEST, A DISTANCE OF 9.25 FEET; THENCE SOUTH 05°48'14" EAST, A DISTANCE OF 20.06 FEET; THENCE NORTH 88°38'13" EAST, A DISTANCE OF 34.91 FEET; THENCE SOUTH 70°00'53" EAST, A DISTANCE OF 25.02 FEET; THENCE SOUTH 66°49'18" EAST, A DISTANCE OF 25.12 FEET; THENCE SOUTH 60°59'43" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 61°52'46" EAST, A DISTANCE OF 25.42 FEET; THENCE SOUTH 71°12'13" EAST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 45°31'34" EAST, A DISTANCE OF 30.76 FEET; THENCE SOUTH 00°09'33" EAST, A DISTANCE OF 54.82 FEET, THE LAST 11 COURSES BEING COINCIDENT WITH THE NORTH AND EAST BOUNDARIES OF PARCEL "A", "THE FERD HEEB PLAT" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120, PAGE 33 OF SAID PUBLIC RECORDS; THENCE SOUTH 74°47'10" EAST, A DISTANCE OF 51.89 FEET; THENCE SOUTH, A DISTANCE OF 115.80 FEET; THENCE SOUTH 89°49'22" WEST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 00°37'30" EAST, A DISTANCE OF 56.30 FEET; THENCE NORTH 89°25'56" EAST, A DISTANCE OF 5.57 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 85°49'40" EAST, FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 33.20 FEET, A CENTRAL ANGLE OF 86°10'48", FOR AN ARC LENGTH OF 49.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'57" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 201.58 FEET; THENCE SOUTH 66°26'10" EAST, A DISTANCE OF 57.64 FEET; THENCE SOUTH 27°26'01" EAST, A DISTANCE OF 122.82 FEET; THENCE SOUTH 15°35'15" EAST, A DISTANCE OF 30.43 FEET; THENCE SOUTH 10°22'19" EAST, A DISTANCE OF 15.96 FEET; THENCE SOUTH, A DISTANCE OF 144.71 FEET; THENCE SOUTH 89°32'13" WEST, A DISTANCE OF 228.91 FEET; THENCE SOUTH 00°33'06" WEST, A DISTANCE OF 14.01 FEET; THENCE SOUTH 89°32'13" WEST, A DISTANCE OF 199.91 FEET; THENCE NORTH 00°01'14" WEST, A DISTANCE OF 339.18 FEET; THENCE SOUTH 89°59'57" EAST, A DISTANCE OF 98.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY FLORIDA. CONTAINING 132,127 SQUARE FEET OR 3.033 ACRES MORE OR LESS.

Walker Elementary School

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

Beginning at the Northeast corner of said Parcel "A"; thence South 01°22'59" East, on the East line of said Parcel "A"; a distance of 181.95 feet; thence South 88°37'13" West, a distance of 141.38 feet; thence North 46°21'54" West, a distance of 17.65 feet; thence North 01°22'47" West, a distance of 33.34 feet; thence South 88°37'13" West, a distance of 114.22 feet; thence North 00°54'02" West, a distance of 136.13 feet; thence North 88°37'13" East, on the North line of said Parcel "A", a distance of 266.93 feet to the POINT OF BEGINNING.

Said lands, situate, lying and being in the City of Fort Lauderdale, Broward County, Florida, and containing 43,387 square feet or 0.9960 acres more or less.

PART B.PERMITTED ENCUMBRANCES.

Banyan Elementary School

1. Easement in favor of Florida Power & Light Co. recorded in OR Book 9374, Page 648.
2. Easement in favor of Florida Power & Light Co. recorded in OR Book 9674, Page 385.
3. Easement in favor of Florida Power & Light Co. recorded in OR Book 27389, Page 180.

NOTE: All recording references are to the Pubic Records of Broward County, Florida.

Blanche Ely High School

Home Dugout

Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208, of the Public Records of Broward County, Florida.

Home Concession

Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208, of the Public Records of Broward County, Florida.

Visitor Dugout

1. Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208.
2. Deed of Easement to Southern Bell Telephone and Telegraph Company recorded in OR Book 13955, Page 206.
3. Quit Claim Deed from The School Board of Broward County, Florida, to the City of Pompano Beach, recorded April 11, 2003 in OR Book 34931, Page 120.
4. Easement to Florida Power & Light Company recorded in OR Book 38379, Page 945.

NOTE: All recording references are to the Public Records of Broward County, Florida.

Visitor Concession

Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208, of the Public Records of Broward County, Florida.

Stadium Elevator

1. Easement to Florida Power & Light Company recorded in OR Book 7274, Page 208.

2. Deed of Easement to Southern Bell Telephone and Telegraph Company recorded in OR Book 13955, Page 206.
3. Quit Claim Deed from The School Board of Broward County, Florida, to the City of Pompano Beach, recorded April 11, 2003 in OR Book 34931, Page 120.
4. Easement to Florida Power & Light Company recorded in OR Book 38379, Page 945.

NOTE: All recording references are to the Public Records of Broward County, Florida.

Fort Lauderdale High School Pool Replacement

1. All matters contained on the Plat of Amended Plat Of River Crest, as recorded in Plat Book 16, Page 28, Public Records of Broward County, Florida.
2. All matters contained on the Plat of Piper Site No. 2, Revised, as recorded in Plat Book 61, Page 41, together with and as amended by City Of Fort Lauderdale Ordinance No. C-99-78 recorded in O.R. Book 30198, Page 1309, Public Records of Broward County, Florida.
3. Easement to Florida Power & Light Company recorded in O.R. Book 4201, Page 446, Public Records of Broward County, Florida.
4. Easement to Florida Power & Light Company recorded in O.R. Book 17608, Page 277, Public Records of Broward County, Florida.
5. Memorandum Of Series 2001B-1 Lease recorded in O.R. Book 32772, Page 1513, together with and as amended by O.R. Book 47291, Page 1724, Public Records of Broward County, Florida.
6. Memorandum Of Series 2001B-1 Ground Lease recorded in O.R. Book 32772, Page 1523, together with and as amended by O.R. Book 47291, Page 1717, Public Records of Broward County, Florida.

Harbordale Elementary School

1. All matters contained on the Plat of Harbordale, as recorded in Plat Book 41, Page 9.
2. Lease recorded in OR Book 1135, Page 457.
3. Memoranda of Lease recorded in OR Book 37757, Pages 1408 and 1423.
4. Memoranda of Lease recorded in OR Book 45585, Pages 750 and 765.
5. Assignment Agreement recorded in OR Book 45585, Page 78.

NOTE: All recording references are to the Public Records of Broward County, Florida.

Northeast High School

1. Easements Agreement recorded in O.R. Book 2024, Page 868, and O.R. Book 2045, Page 209, Public Records of Broward County, Florida.
2. Matters contained in Deeds to Broward County recorded in O.R. Book 2156, Page 651, O.R. Book 2404, Page 903, O.R. Book 2691, Page 488, Public Records of Broward County, Florida.
3. Matters contained in Warranty Deeds recorded in O.R. Book 3167, Page 846, 848, 850, and 852, Public Records of Broward County, Florida.
4. Easement in favor of Florida Power & Light Company, contained in instrument recorded February 11, 1965, in O.R. Book 2961, Page 54, and August 27, 1976, in O.R. Book 6704, Page 966, Public Records of Broward County, Florida.
5. Bill of Sale Absolute recorded in O.R. Book 7226, Page 502, and O.R. Book 7226, 516, Public Records of Broward County, Florida.
6. Matters contained in Deeds recorded in Deed Book 242, Page 211, and O.R. Book 1962, Page 180, Public Records of Broward County, Florida.
7. Memorandum of Series 2005A-1 Ground Lease recorded June 30, 2005 in O.R. Book 39978, Page 704, Public Records of Broward County, Florida.
8. Memorandum of Series 2005A-1 Lease recorded June 30, 2005 in O.R. Book 39978, Page 720, Public Records of Broward County, Florida.
9. Utility easements recorded in O.R. Book 6704, Page 966, O.R. Book 7328, Page 813, O.R. Book 9376, Page 405, and O.R. Book 9826, Page 638 Public Records of Broward County, Florida.
10. Easement Agreement recorded in O.R. Book 2045, Page 209, Public Records of Broward County, Florida.

Palmview Elementary School

1. Service Agreement with Broward County recorded in O.R. Book 3853, Page 865, Public Records of Broward County, Florida.
2. Easement to Florida Power & Light Company recorded in O.R. Book 4514, Page 689, Public Records of Broward County, Florida.

Parkway Middle School

None other than the standard exceptions.

Seagull Center

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of AMENDED PLAT OF THE RESUBDIVISION OF BLOCKS 8, 9, 10 AND 11 OF

EVERGLADES LAND SALES COMPANY SECOND ADDITION TO LAUDERDALE, as recorded in Plat Book 45, Page 12, Public Records of Broward County, Florida.

2. Easement in favor of the City of Fort Lauderdale as set forth in the Easement Deed No. 1714, recorded February 1, 1991 in Official Records Book 18113, Page 230.

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

Fort Lauderdale High School – Phased Concurrent Replacement

1. All matters contained on the Plat of Franklin Court as recorded in Plat Book 9, Page 54.
2. All matters contained on the Plat of Piper Site as recorded in Plat Book 54, Page 49.
3. All matters contained on the Plat of The Ferd Heeb Plat as recorded in Plat Book 120, Page 33.
4. Easement to Florida Power & Light Company recorded in OR Book 1488, Page 77, which was partially released by OR Book 5652, Page 288.
5. Sanitary Sewerage Agreement with the City of Fort Lauderdale recorded in OR Book 3144, Page 446.
6. Easement to the City of Fort Lauderdale recorded in OR Book 4788, Page 235.
7. City of Fort Lauderdale Ordinance No. C-99-78 recorded in OR Book 30198, Page 1309.
8. Memorandum of Series 2001B-1 Lease by and between the Broward School Board Leasing Corp. and The School Board of Broward County recorded in OR Book 32772, Page 1513 as released by that certain document recorded August 9, 2010 in OR Book 47291, Page 1724.
9. Memorandum of Series 2001B-1 Lease by and between the Broward School Board Leasing Corp and The School Board of Broward County recorded in OR Book 32772, Page 1523 as released by that certain document recorded August 9, 2010 in OR Book 47291, Page 1717.
10. Memorandum of Amendment No. 3 to Memorandum of Series 2001B-1 Lease by and between the Broward School Board Leasing Corp. and The School Board of Broward County recorded in OR Book 42850, Page 1898 as released by that certain document recorded August 9, 2010 in OR Book 47291, Page 1717.
11. Amended and restated Memorandum of Series 2001B-1 Lease by and between the Broward School Board Leasing Corp. and The School Board of Broward County recorded in OR Book 42850, Page 1904 as released by that certain document recorded August 9, 2010 in OR Book 47291, Page 1724.

12. Utility Easements to the City of Fort Lauderdale recorded in OR Book 46431, Page 30; OR Book 46431, Page 34 and OR Book 46431, Page 38.

13. Memorandum of Series 2010A Ground Lease by and between The School Board of Broward County and The Broward School Board Leasing Corp. recorded in OR Book 47299, Page 219.

14. Memorandum of Series 2010A Lease by and between The Broward School Board Leasing Corp and The School Board of Broward County recorded in OR Book 47299, Page 226.

15. Series 2010A Assignment Agreement by and between Broward School Board Leasing Corp and U.S. Bank National Association, as Trustee, recorded in OR Book 47299, Page 233.

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

Walker Elementary School

1. All matters contained on the Plat of Revised Plat of Blocks 8 & 9 of Tuskegee Park, as recorded in Plat Book 48, Page 2.

2. Sanitary Sewer Agreement recorded in OR Book 1769, Page 398.

3. Memorandum of Lease recorded in OR Book 34736, Page 1577.

4. Memorandum of Lease recoded in OR Book 34736, Page 1593.

5. Memorandum of Lease recorded in OR Book 39978, Page 704.

6. Memorandum of Lease recorded in OR Book 39978, Page 720.

NOTE: All recording references are to the Public Records of Broward County, Florida.

EXHIBIT C-1 TO SCHEDULE 2009A-1

**SCHEDULE OF BASIC LEASE PAYMENTS RELATED TO
SERIES 2009A-BAB CERTIFICATES
(Series 2009A-1 Facilities)**

| Period Ending | Principal Portion | Coupon | Interest Portion | Lease Payments | Annual Lease Payments | Remaining Principal Balance |
|------------------|----------------------|--------|---------------------|-------------------|-----------------------------|--------------------------------|
|------------------|----------------------|--------|---------------------|-------------------|-----------------------------|--------------------------------|

EXHIBIT C-2 TO SCHEDULE 2009A-1

**SCHEDULE OF LEASE PAYMENTS RELATED TO
SERIES 2009A-QSCB CERTIFICATES
(Series 2009A-1 Facilities)**

| Period Ending | Sinking Fund Payments* | Interest Portion | Principal Portion |
|------------------|---------------------------|---------------------|---------------------|
| 7/1/2014 | \$1,540,000 | | |
| 7/1/2015 | 1,540,000 | | |
| 7/1/2016 | 1,540,000 | | |
| 7/1/2017 | 1,540,000 | | |
| 7/1/2018 | 1,540,000 | | |
| 7/1/2019 | 1,540,000 | | |
| 7/1/2020 | 1,540,000 | | |
| 7/1/2021 | 1,540,000 | | |
| 7/1/2022 | 1,535,000 | | |
| 7/1/2023 | 1,535,000 | | |
| 7/1/2024 | 1,511,000 | | \$16,901,000 |
| | <u>\$16,901,000</u> | | <u>\$16,901,000</u> |

- * The School Board may request that the Trustee apply (i) interest earnings on deposit in the Series 2009A-QSCB Sinking Fund Subaccount of the Series 2009A Lease Payment Account, (ii) accreted interest on investments held in the Series 2009A-QSCB Sinking Fund Subaccount of the Series 2009A Lease Payment Account and (iii) accrued interest on investments held in the Series 2009A-QSCB Sinking Fund Subaccount of the Series 2009A Lease Payment Account, as a credit against Sinking Fund Payments due from the School Board; provided that the Sinking Fund Payments shall be funded at a rate not more rapid than equal, annual installments in an aggregate amount not in excess of the principal portion of Basic Lease Payments due at maturity. Sinking fund payments on deposit in the Series 2009A-QSCB Subaccount of the Series 2009A Lease Payment Account will be retained therein until applied to the payment due on the Series 2009A-QSCB Certificates at maturity or a Prepayment Date for the Series 2009A-QSCB Certificates if earlier.

EXHIBIT C-3 TO SCHEDULE 2009A-1

**SCHEDULE OF BASIC LEASE PAYMENTS RELATED TO
SERIES 2016B CERTIFICATES
(Series 2009A-1 Facilities)**

| Period Ending | Principal Portion | Coupon | Interest Portion | Lease Payments | Annual Lease Payments | Remaining Principal Balance |
|------------------|----------------------|--------|---------------------|----------------|--------------------------|--------------------------------|
|------------------|----------------------|--------|---------------------|----------------|--------------------------|--------------------------------|

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