

SCHEDULE 2003A-1
dated as of February 1, 2003
as Amended and Restated as of August 1, 2003
as further Amended and Restated as of May 15, 2005
as further Amended and Restated as of July 1, 2010
as further Amended and Restated as of [DOCUMENT DATE]

to the
Master Lease Purchase Agreement dated as of
July 1, 1990, as amended as of December 20, 2000, by and among

U.S. Bank National Association
(successor to Wachovia Bank, National Association)
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 2003A-1 (this "Schedule 2003A-1") is hereby entered into as of [DOCUMENT DATE] under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000 (the "Master Lease") pursuant to which the Corporation has agreed to 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 2003A-1 Facilities herein described. The Trustee, as assignee of the Corporation, hereby demises, leases and subleases to the School Board, and the School Board hereby hires, takes, leases and subleases from the Trustee, the Series 2003A-1 Facilities and the Series 2003A-1 Facility Sites described herein, together with the rights described in clauses (i), (ii), and (iii) of Section 1 in the Series 2003A-1 Ground Lease (hereinafter defined). The Master Lease with respect to this Schedule and as modified and supplemented hereby, is referred to herein as the "Series 2003A-1 Lease." All terms not otherwise defined herein shall have the respective meanings set forth in the Master Lease, or in the Trust Agreement, including the Series 2003A Supplemental Trust Agreement and the Series 2012A Supplemental Trust Agreement. All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby are incorporated herein by reference.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 2003A-1 Lease the following terms have the meaning set forth below. Unless otherwise defined herein terms used herein and not defined shall have the meanings given to them in the Master Lease or the Trust Agreement as appropriate.

"Assignment Agreement" shall mean the Series 2003A Assignment Agreement dated as of February 1, 2003, between the Corporation and the Trustee.

"Certificates" or "Series of Certificates" shall mean, collectively, the Series 2003A Certificates of Participation and the Series 2012A Certificates of Participation.

“Commencement Date” for the Series 2003A-1 Lease is February 1, 2003.

“Continuing Disclosure Certificate” shall mean (i) that certain Continuing Disclosure Certificate, dated February 27, 2003, executed and delivered by the School Board in connection with the issuance of the Series 2003A Certificates and (ii) that certain Continuing Disclosure Certificate, dated [CLOSING DATE], executed and delivered by the School Board in connection with the issuance of the Series 2012A Certificates (collectively, the “Continuing Disclosure Certificate”).

“Participating Underwriter” shall mean any of the original underwriters of the Series 2003A Certificates and the Series 2012A Certificates required to comply with the Rule in connection with the offering of the Series 2003A Certificates and the Series 2012A Certificates, respectively.

“Rating Agency” shall mean each of Moody’s Investors Service, Standard & Poor’s Rating Services and Fitch Ratings and any other nationally recognized rating service acceptable to the Series 2003A Credit Facility Issuer which shall have provided a rating on any Outstanding Certificates.

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

“Series 2003A Certificates” shall mean the \$209,195,000 Certificates of Participation, Series 2003A dated as of February 1, 2003, issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

“Series 2003A Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2003A Credit Facility Issuer on February 27, 2003, insuring payment of the principal and interest in respect of the Series 2003A Certificates when due.

“Series 2003A Credit Facility Issuer” shall mean National Public Finance Guarantee Corporation as assignee of MBIA Insurance Corporation, or any successor thereto or assignee thereof.

“Series 2003A-1 Facilities” shall mean the Facilities described in this Schedule 2003A-1. A portion of the improvements to be made to the Series 2003A-1 Facilities from the proceeds of the Series 2003A Certificates are not subject to the lien of the Series 2003A-1 Lease.

“Series 2003A-1 Facility Sites” shall mean the Facility Sites described in this Schedule 2003A-1 to be ground leased or subleased (as in the case of High School “JJJ”) by the School Board to the Corporation, as the same may be amended or supplemented from time to time.

“Series 2003A-1 Ground Lease” shall mean the Series 2003A-1 Ground Lease dated as of February 1, 2003, between the School Board as Lessor and the Corporation as Lessee, as the same may be amended or supplemented from time to time.

“Series 2003A Supplemental Trust Agreement” shall mean the Series 2003A Supplemental Trust Agreement dated as of February 1, 2003 between the Corporation and the Trustee.

“Series 2012A Certificates” shall mean the \$[PAR AMOUNT] Certificates of Participation, Series 2012A dated as of [CLOSING DATE], issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

["**Series 2012A Credit Facility**"] shall mean the municipal bond insurance policy issued by the Series 2012A Credit Facility Issuer on [CLOSING DATE], insuring payment of the principal and interest in respect of the Series 2012A Certificates when due.]

["**Series 2012A Credit Facility Issuer**"] shall mean _____, a _____, or any successor thereto or assignee thereof.

"**Series 2012A Supplemental Trust Agreement**" shall mean the Series 2012A Supplemental Trust Agreement dated as of [DOCUMENT DATE] between the Corporation and the Trustee.

Section 2. Lease Term. The total of all Lease Terms of the Series 2003A-1 Lease is expected to be approximately twenty-five (25) years and one hundred and fifty (150) days consisting of an "Original Term" of approximately one hundred and fifty (150) days from February 1, 2003, through and including June 30, 2003, and twenty-five (25) Renewal Terms, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2003, and ending June 30, 2028 provided that on such date no Certificates are "Outstanding" under the Trust Agreement. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

Section 3. Series 2003A-1 Facilities Lease Purchased. The Series 2003A-1 Facilities lease-purchased under the Series 2003A-1 Lease are described in Exhibit A attached hereto.

Section 4. Series 2003A-1 Facility Sites Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 2003A-1 Facility Sites ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are set forth in Exhibit B attached hereto.

Section 5. Application of Certain Proceeds of Series 2003A Certificates and the Series 2012A Certificates. Pursuant to the provisions of Section 402 of the Series 2003A Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2003A-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2003A Certificates:

| <u>Amount</u> | <u>Account</u> |
|------------------|--|
| \$191,388,187.00 | Series 2003A Acquisition Account |
| \$350,488.59 | Series 2003A Cost of Issuance Subaccount |
| \$611,541.76* | Series 2003A Lease Payment Account |

* Represents accrued interest.

Pursuant to the provisions of Section 402 of the Series 2012A Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2003A-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2012A Certificates:

| <u>Amount</u> | <u>Account</u> |
|---------------|--|
| \$_____ | Escrow Deposit Trust Fund |
| \$_____ | Series 2012A Cost of Issuance Subaccount |

Section 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (June 15 and December 15) and the remaining principal portion with respect to the Series 2003A-1 Facilities to be lease purchased and the Series 2003A Certificates and Series 2012A Certificates attributable to such Facilities are set forth in Exhibit C attached hereto. The Composite Schedule of Basic Lease Payments shall be no less than the principal and interest payments with respect to the portion of the Series 2003A Certificates and Series 2012A Certificates relating to the Series 2003A-1 Facilities and shall only be amended in the event of (i) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2003A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2003A Certificates pursuant to Section 301 or 303 of the Series 2003A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement or (ii) a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2012A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2012A Certificates pursuant to Section 301 or 303 of the Series 2012A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by the Series 2003A Certificates and the Series 2012A 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 2003A Certificates and the Series 2012A Certificates are each rated within the three highest rating categories by a nationally recognized rating service.

Section 7. Additional Lease Payments. Additional Lease Payments with respect to the Series 2003A Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2003A-1 Lease and the Series 2003A-2 Lease, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Acceptance Fee of \$2,000.
Annual fee of .005% of the outstanding principal balance of the Series 2003A Certificates during construction of the Series 2003A Facilities and .005% of the outstanding principal balance of the Series 2003A Certificates after construction payable annually in advance on May of each year. In any event, the Trustee shall receive a minimum annual fee of \$2,500.00 during construction and \$2,500.00 thereafter for all Series 2003A Certificates.
2. Trustee Expenses: Expenses billed at cost. Trustee closing expense of \$50.00. Legal fee for Trustee counsel at closing of \$4,500.00. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3. Credit Facility Issuer Payment: \$876,000.00 paid to the Series 2003A Credit Facility Issuer upon issuance of the Series 2003A Certificates with respect to the Series 2003A Credit Facility.
4. Counterparty Fee: Any fee due to a Counterparty pursuant to a Hedge Agreement.
5. Hedge Agreement: Any premium owed to the insurer of any obligation under a Hedge

Insurer Fee: Agreement.

Additional Lease Payments with respect to the Series 2012A Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2003A-1 and Series 2003A-2 Leases, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$[3,000.00] payable annually in advance on May of each year.
2. Trustee Expenses: Expenses billed at cost. Trustee closing expense of \$[50.00]. Legal fee for Trustee counsel at closing of \$[4,500.00]. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
- [3. Credit Facility Issuer Payment:] [\$_____ to be paid to the Series 2012A Credit Facility Issuer upon issuance of the Series 2012A Certificates with respect to the Series 2012A Credit Facility.]

Section 8. Prepayment Provisions. In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portions of the Basic Lease Payments due as provided in Section 6 of Schedule 2003A-1 are subject to the following prepayment provisions:

A. Optional Prepayment

Series 2003A Certificates.

1. The principal portion of Basic Lease Payments due on or before June 15, 2013, shall not be subject to prepayment at the option of the School Board.

2. The principal portion of Basic Lease Payments due on or after June 15, 2014, shall be subject to prepayment on or after June 15, 2013, by the School Board in whole or in part on any Business Day, 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 of the principal portion of Basic Lease Payments represented by the Series 2003A Certificates or portions thereof to be prepaid plus the interest accrued to the Prepayment Date.

Series 2012A Certificates.

[TO COME]

B. Extraordinary Prepayment

Series 2003A Certificates.

1. The principal portion of Basic Lease Payments due under the Series 2003A-1 Lease, shall be subject to prepayment in whole or in part on any date at the option of the School Board, and if in part, from such due dates and in such amounts as shall be designated by the School Board to be prepaid if there are Net Proceeds equal to or greater than 10% of the remaining principal portion of the Basic Lease Payments relating to the Series 2003A-1 Facilities

as a result of damage, destruction or condemnation of any portion of the Series 2003A-1 Facilities, and an election is made by the School Board under Section 5.4(b) of the Master Lease to apply the amount to the prepayment in part of the principal portion of Basic Lease Payments relating to the Series 2003A-1 Facilities and represented by the Series 2003A Certificates.

2. The principal portion of Basic Lease Payments due under the Series 2003A-1 Lease shall be subject to prepayment in the event the Series 2003A-1 Lease terminates prior to payment in full of all of the Basic Lease Payments, to the extent the Trustee has moneys available for such purposes pursuant to the Trust Agreement or the Series 2003A Credit Facility Issuer exercises its option under the Series 2003A-1 Lease to direct the Trustee to declare all or a portion of the Purchase Option Price payable, to the extent and subject to the limitations provided in the Master Lease, and has directed the Trustee to prepay the principal amount of the Series 2003A Certificates in whole.

Series 2012A Certificates.

(i) Section 7.2(B)(a) and (b) of the Master Lease shall not apply to the Series 2012A Certificates. Notwithstanding anything in the Series 2003A-1 Lease to the contrary, in lieu of the extraordinary prepayment provisions of Section 7.2(B)(b) of the Master Lease, the amount that would be allocable to the Series 2012A Certificates had they been subject to the extraordinary prepayment provisions of Section 7.2(B)(b) of the Master Lease, shall be used instead in accordance with the following: The Net Proceeds shall either (1) be applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Series 2003A-1 Lease as fully as if they were the originally leased Series 2003A-1 Facilities or (2) at the direction of the School Board, upon delivery to the Trustee of a favorable opinion of Special Tax Counsel, such Net Proceeds shall be deposited in the Series 2004 Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

(ii) The principal portion of Basic Lease Payments due under the Series 2003A-1 Lease represented by the Series 2012A Certificates shall be subject to prepayment in the event the Series 2003A-1 Lease terminates prior to payment in full of all of the Basic Lease Payments, to the extent the Trustee has moneys available for such purposes pursuant to the Series 2012A Trust Agreement, to the extent and subject to the limitations provided in the Master Lease.

Section 9. Other Special Provisions

A. Representations.

(1) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2003A-1, and except as otherwise provided below. The Corporation hereby confirms its representations, covenants and warranties set forth in Section 2.11 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2003A-1, and except as otherwise provided below.

(2) The Corporation hereby represents that the Master Lease is in effect and that to its knowledge there are no defaults on the date of execution of this Schedule 2003A-1 under any Lease, Ground Lease or the Trust Agreement.

(3) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the 2003A-1 Facilities, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2003A-1 Facilities.

B. Notices. Copies of all notices required to be given to a Credit Facility Issuer pursuant to the Master Lease shall be given to the Series 2003A Credit Facility Issuer[and the Series 2012A Credit Facility Issuer] at the following address[es]:

Series 2003A Certificates
National Public Finance Guarantee Corporation
113 King Street
Armonk, New York 10504
Attention: Insured Portfolio Manager

[Series 2012A Certificates]
[ADDRESS]
[CITY], [STATE] [ZIP]
[Attention: _____]

C. Supplemental Provisions Required by Series 2003A Credit Facility Issuer[and the Series 2012A Credit Facility Issuer.

For the purpose of the Series 2003A-1 Lease the following provisions shall apply:

(1) The School Board may not substitute for any Series 2003A-1 Facilities other facilities owned by the School Board pursuant to Section 6.4 of the Master Lease without the consent of the Series 2003A Credit Facility Issuer.

(2) The School Board may not sublease, in whole or in part, a Series 2003A-1 Facility pursuant to Section 7.1 of the Master Lease without the prior written consent of the Series 2003A Credit Facility Issuer.

(3) The cure period for a covenant default pursuant to Section 8.1(c) of the Master Lease shall be thirty (30) days instead of sixty (60) days.

(4) Subject to the rights of other Credit Facility Issuers pursuant to Section 503 of the Master Trust Agreement, the Series 2003A Credit Facility Issuer shall direct and control all remedies on Default pursuant to Section 8.2 of the Master Lease.

D. Continuing Disclosure. For purposes of the Series 2003A-1 Lease, the School Board hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2003A-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Series 2003A Certificates or Series 2012A Certificates, shall) or any Holder of the Series 2003A Certificates or Series 2012A Certificates or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the School Board to comply with its obligations under this Section 9.D. For purposes of this Section, "Beneficial Owner" means any person who (a) has the power, directly

or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2003A Certificates or Series 2012A Certificates (including persons holding Series 2003A Certificates or Series 2012A Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2003A Certificates or Series 2012A Certificates for federal income tax purposes.

E. Section 5.4(b) of the Master Lease. For purposes of the Series 2003A-1 Lease, Section 5.4(b) of the Master Lease shall read as follows:

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

F. Section 9.4 of the Master Lease. For purposes of the Series 2003A-1 Lease, Section 9.4 of the Master Lease shall read as follows:

SECTION 9.4. Amendments. The terms of this Master Lease and any Schedule shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Corporation and the School Board and, if required under the terms of the Trust Agreement, by the Trustee, with the consent of the Credit Facility Issuer, if any. In the event that there is no Credit Facility Issuer, except as otherwise provided herein, the consent of the Holders of at least a majority in principal amount of the Certificates Outstanding who are affected by such waiver, alteration, modification, supplement or amendment shall be required. Notwithstanding the foregoing, a Schedule may be amended without obtaining the consent of Holders of the affected Certificates, for the purpose of (1) adding a legal description and/or the permitted encumbrances for a Facility Site which has already been designated in such Schedule, (2) adding additional Facilities to be financed under

such Schedule, (3) substituting Facilities in accordance with Section 6.4 hereof or (4) releasing a Facility or portion thereof if such Facility or portion thereof has been released from the lien of the Lease in accordance with the provisions thereof.

G. Remedies Upon Termination – High School “JJJ”. Pursuant to the Series 2003A-1 Ground Lease, the School Board ground leased the Series 2003A-1 Facility Sites (as defined in the Series 2003A-1 Ground Lease) to the Corporation. Pursuant to Schedule 2005A-1 (“Schedule 2005A-1”) to the Master Lease and Schedule 2005B (“Schedule 2005B”) to the Master Lease, each dated as of May 15, 2005, by and between the Corporation and the School Board, the Corporation leased to the School Board the Series 2005A-1 Facilities (as defined in Schedule 2005A-1) and the Series 2005B Facilities (as defined in Schedule 2005B). The Series 2005A-1 Facilities and the Series 2005B Facilities include Coral Glades High School (also known as High School “JJJ”) which is also a Series 2003A-1 Facility. Notwithstanding anything to the contrary in Schedule 2005B, Schedule 2005A-1 or the Series 2003A-1 Ground Lease, including particularly Sections 5 and 7 of the Series 2003A-1 Ground Lease, upon the termination of the term of the Series 2005B Lease (as defined in Schedule 2005B), Series 2005A-1 Lease (as defined in Schedule 2005A-1) or the Series 2003A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to Coral Glades High School shall be allocated 10.6% to Schedule 2005B, 11.9% to Schedule 2005A-1, and 77.5% to Schedule 2003A-1 and to the Holders of the outstanding Series 2003A Certificates, the Series 2012A Certificates, the Series 2005A Certificates (as defined in Schedule 2005A-1) and the Series 2005B Certificates (as defined in Schedule 2005B) in accordance with the respective Lease and Trust Agreement. This Section 9(E) shall survive termination of the Series 2005A-1 Lease.

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IN WITNESS WHEREOF, the Trustee, as Assignee of the Corporation and the Corporation have caused this Amended and Restated Schedule 2003A-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 2003A-1 to be executed in its name by its duly authorized members or officers, all as of the day and year first written above.

[SEAL]

**BROWARD SCHOOL BOARD
LEASING CORP.**

Attest:

By: _____
Robert W. Runcie
Secretary

By: _____
Ann Murray
Vice President

[SEAL]

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

Attest:

By: _____
Robert W. Runcie
Secretary

By: _____
Ann Murray
Vice Chair

U.S. BANK NATIONAL ASSOCIATION

By: _____
Michael C. Daly
Vice President

EXHIBIT A TO SCHEDULE 2003A-1

A. General Description of the Series 2003A-1 Facilities to be Lease Purchased:

1. Bethune, Mary M. Elementary

Construction of 4 classroom additions to replace portable classrooms currently at the facility, 4 skill labs, 7 primary classrooms, 1 kindergarten classroom and related areas. The facility's kitchen will also be expanded, including related food service equipment.

2. Blanche Ely High School

Construction of a two-story, 12 classroom Medical Magnet addition, a two-story Language Arts addition, and a 24 classroom addition. Demolition of buildings 6, 7, 8 and 9. Remodel the facility's kitchen and dining area for better utilization of space, and provide for portables during the kitchen/dining remodeling. Remodel all student and staff toilets. IAQ Program interior and HVAC repairs and/or replacement.

3. Broward Fire Academy

Burn Building renovations/Replace existing Burn Building.

4. Cooper City High School

Addition of 12 modular classrooms, a regional athletic facility to include expansion of polyurethane track to 8 lanes, new drainage system, and renovation of press box, bathrooms, and concessions, as needed. Enclose the opening at Building #1 below roof to divert rainwater intrusion. Renovate gang toilets, FISH 180, 182, 210, 212, 250, 252, 270, 272, 229B, 229C, 220E, 220F, to include the replacement of ceramic wall tile, flooring, fixtures, ceilings, lighting, exhaust fans, electrical and plumbing, toilet partitions and accessories.

5. Hallandale High School

Remodel Building #2, Room #900 to 900C and covered area, and #905 to a vocational auto lab (Medium Industrial lab). Remodel Building #1, Rooms 510-546 and corridor 005A to 18 general classrooms and related space.

6. High School "JJJ"

Construction of a new high school with a capacity of approximately 2,000 to 2,105 Student Stations and core facilities built to allow for future expansion of capacity to approximately 2,875 student stations. Potential relief for Stoneman Douglas, Taravella and Coral Springs High Schools.

7. Lake Forest Elementary

Partial phased replacement of the school's existing facilities. Construction of an 8 classroom addition for First Grade Class Size Reduction. Addition of Kitchen/Cafeteria to phased replacement.

8. Lauderdale Manors Elementary

Demolish existing cafeteria and construct new Cafeteria, Kitchen, Multipurpose area and Stage.

9. McArthur High School

Develop a complete Master Plan and Castaldi Analysis for proposed demolition. Construct a new 52 classroom, three-story building. Demolish buildings #2, 3, 4, 6, 7, 8, 9, 10, and 22. Upgrade life safety system (fire alarm, intercom, generator, HVAC, etc.). Miscellaneous site improvements (parking, covered walkways, landscaping, etc.). Construct 5 additional classrooms, 3 skill labs, and 1 vocal/music classroom. New physical education general space and locker rooms, bleachers, and pool renovations. Remodel and renovate existing vocational (Agri/ROTC) program facilities and concession stand. ADA and IAQ retrofitting in all remaining buildings and complete final phase of phase II to include infrastructure replacement (electrical, drainage, parking, etc.)

10. Miramar High School

Construct a twenty-four classroom building and all related space. Renovate business classrooms. Construct 5 Business Education labs and related space. Repair existing HVAC and upgrade power for classroom addition. Stage lighting replacement and new sound system.

11. Plantation High School

General Renovation and additions - Ph2. Renovate and remodel existing kitchen and cafeteria to accommodate a food court concept.

12. Royal Palm Elementary

Construct a two-story building to include 12 intermediate classrooms, and student and staff restrooms. Construct a new multipurpose food service facility and convert the existing cafeteria/kitchen to classrooms.

13. South Plantation High School

Construct a new 12 classroom addition for the Environmental Science & Everglades Restoration Program. Includes modified science high school classrooms, adjacent lab spaces, conference space and support areas designed to the pilot curriculum and new education. Renovate Family Consumer Science Room and Regional athletic facility to include expansion of polyurethane track to 8 lanes, new drainage system, and renovation of press box, bathrooms, and concessions, as needed.

14. Tedder Elementary

Replace 24 classrooms with two, 12 classroom two-story additions. Construct a new kitchen, cafeteria and related spaces, and provide portables during the remodeling.

15. Walker Elementary

Construct a new two-story 12 classroom building. Provide security lighting. Remodel Building #5. Upgrade HVAC system, the master clock/intercom and fire alarm. Asbestos abatement of Building #5. Addition to classroom Building #6.

16. Whiddon-Rogers Education Center

New construction of 12 classroom addition to include general classrooms and related spaces. Remodel vocational classrooms.

B. Estimated Costs of the Series 2003A-1 Facilities to be Lease Purchased:

| <u>Facility</u> | <u>Estimated Acquisition and Construction</u> | <u>Estimated Planning</u> | <u>Estimated Total Project Cost</u> |
|---------------------------------|--|--------------------------------------|--|
| Bethune, Mary M. Elementary | \$8,741,309 | \$655,598 | \$9,396,907 |
| Blanche Ely High School | 17,999,031 | 1,349,927 | 19,348,958 |
| Broward Fire Academy | 3,987,458 | 299,059 | 4,286,517 |
| Cooper City High School | 13,615,848 | 1,021,189 | 14,637,037 |
| Hallandale High School | 4,079,656 | 305,974 | 4,385,630 |
| High School “JJJ” | 40,628,677 | 2,672,151 | 43,300,828 |
| Lake Forest Elementary | 8,072,668 | 605,450 | 8,678,118 |
| Lauderdale Manors Elementary | 2,887,770 | 216,583 | 3,104,353 |
| McArthur High School | 24,471,332 | 1,835,350 | 26,306,682 |
| Miramar High School | 8,266,873 | 620,015 | 8,886,888 |
| Plantation High School | 9,845,005 | 738,375 | 10,583,380 |
| Royal Palm Elementary | 2,458,693 | 184,402 | 2,643,095 |
| South Plantation High School | 14,289,596 | 1,071,720 | 15,361,316 |
| Tedder Elementary | 8,078,599 | 605,895 | 8,684,494 |
| Walker Elementary | 3,618,362 | 271,377 | 3,889,739 |
| Whiddon–Rogers Education Center | <u>7,343,484</u> | <u>550,761</u> | <u>7,894,245</u> |
| TOTAL | <u>\$173,384,361</u> | <u>\$13,003,826</u> | <u>\$191,388,187</u> |

EXHIBIT B TO SCHEDULE 2003A-1

Series 2003A-1 Facility Sites to be Ground Leased

A. DESCRIPTION OF REAL ESTATE

Bethune, Mary M. Elementary

LEGAL DESCRIPTION (Parcel 1):

A portion of Tract A, SCHOOL SITE 0340, according to the plat thereof, as recorded in Plat Book 154, at page 17, of the Public records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Tract A; thence North 89°29'07" East, along the North boundary of said Tract A, a distance of 374.37 feet; thence South 00°30'53" East, a distance of 66.00 feet to the POINT OF BEGINNING; thence East, a distance of 30.67 feet; thence North a distance of 12.33 feet; thence East, a distance of 53.17 feet; thence North, a distance of 20.33 feet; thence East, a distance of 54.33 feet; thence South, a distance of 20.33 feet; thence East, a distance of 17.83 feet; thence South, a distance of 132.67 feet; thence East, a distance of 19.33 feet; thence South, a distance of 9.33 feet; thence West, a distance of 19.33 feet; thence South, a distance of 10.67 feet; thence West, a distance of 125.33 feet; thence North, a distance of 12.33 feet; thence West, a distance of 30.67 feet; thence North, a distance of 128.00 feet to the POINT OF BEGINNING.

Containing 24,345 square feet, more or less.

LEGAL DESCRIPTION (PARCEL 2):

A portion of Tract A, SCHOOL SITE 0340, according to the plat thereof, as recorded in Plat Book 154, at page 17, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract A; thence North 89°29'07" East along the North boundary of said Tract A, a distance of 237.72 feet; thence South 00°30'53" East, a distance of 212.22 feet to the POINT OF BEGINNING; thence East, a distance of 88.67 feet; thence South, a distance of 25.33 feet; thence East, a distance of 10.00 feet; thence South, a distance of 101.33 feet; thence West, a distance of 32.33 feet; thence South, a distance of 25.33 feet; thence West, a distance of 34.00 feet; thence North, a distance of 25.33 feet; thence West, a distance of 32.33 feet; thence North, a distance of 126.67 feet to the POINT OF BEGINNING.

Containing 13,106 square feet, more or less.

LEGAL DESCRIPTION (PARCEL 3)

A portion of Tract A, SCHOOL SITE 0340, according to the plat thereof, as recorded in Plat Book 154, at page 17, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract A; thence North 89°29'07" East, along the North boundary of said Tract A, a distance of 552.48 feet; thence South 00°30'53" East, a distance of 55.27 feet to the POINT OF BEGINNING; thence East, a distance of 50.00 feet, thence South, a distance of 36.00

feet; thence West, a distance of 50.00 feet; thence North, a distance of 36.00 feet to the POINT OF BEGINNING.

Containing 1,800 square feet, more or less.

Blanche Ely High School

A portion of the Northwest one-quarter (NW1/4) of Section 35, Township 48 South, Range 42 East, being more fully described as follows:

Commencing at the Intersection of the West right-of-way line Northwest 6th Avenue (50' right-of-way) and the North line of the South one-half (S1/2) of the North one-half (N1/2) of the Northwest one-quarter (NW1/4) of said Section 35; thence South 00°00'00" East on the West right-of-way line of said Northwest 6th Avenue, a distance of 253.00 feet; thence South 90°00'00" West, a distance of 162.00 feet to the Point of Beginning; thence continue South 90°00'00" West, a distance of 530.00 feet; thence South 00°00'00" East, a distance of 137.00 feet; thence North 90°00'00" East, a distance of 180.00 feet; thence South 00°00'00" East, a distance of 55.00 feet; thence North 90°00'00" East, a distance of 170.00 feet; thence North 00°00'00" West, a distance of 55.00 feet; thence North 90°00'00" East, a distance of 180.00 feet; thence North 00°00'00" West, a distance of 137.00 feet to the Point of Beginning.

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

Broward Fire Academy

A portion of Lots 5 and 6, Tier 43, and Lots 5 and 6, Tier 45 of NEWMAN'S SURVEY, according to the plat thereof, recorded in Plat Book 2, Page 26, of the public records of Dade County, Florida, together with a portion of a street right-of-way, more fully described as follows:

BEGINNING at a point on the centerline of a 30 foot right-of-way, said point being North 75°16'30" West, a distance of 15.00 feet from the Northwest corner of the South one-half (S1/2) of said Lot 5, Tier 45; thence South 75°16'30" East, along the Westerly extension of the North boundary of the South one-half (S1/2) of Lot 5, Tier 45, and the North boundary of the South one-half (S1/2) of said Lot 5, Tier 45 and Lot 5 Tier 43 a distance of 990.00 feet; thence South 14°43'30" West, a distance of 660.00 feet; thence North 76°16'30" West, a distance of 990.00 feet to the centerline of said 30.00 foot right-of-way; thence North 14°43'30" East, along the said centerline, a distance of 660.00 feet to the POINT OF BEGINNING.

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

Cooper City High School

LEGAL DESCRIPTION PARCEL 1 (BUILDING 34 AREA):

A portion of Tract 14, OF JOHN W. NEWMAN'S SURVEY OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 41 EAST, according to the plat thereof, as recorded in Plat Book 2, Page 26, of the public records of Dade County, Florida, more fully described as follows:

Commencing at the Southwest corner of said Tract 14; thence North 87°44'27" East, on the South line of said Tract 14, a distance of 732.95 feet; thence North 02°14'07" West, a distance of 505.08 feet to the *Point of Beginning*; thence continuing North 02°14'07" West, a distance of 265.26 feet; thence North 87°45'53" East, a distance of 112.95 feet; thence South 02°14'07" East, a distance of 265.26 feet; thence South 87°45'53" West, a distance of 112.95 feet to the *Point of Beginning*.

Said lands situate, lying and being in the City of Cooper City, Broward County, Florida and containing 29,960 square feet or 0.6878 acres more or less.

LEGAL DESCRIPTION PARCEL 2 (ATHLETIC FIELDS):

A portion of Tract 14, OF JOHN W. NEWMAN'S SURVEY OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 41 EAST, according to the plat thereof, as recorded in Plat Book 2, Page 26, of the public records of Dade County, Florida, more fully described as follows:

Commencing at the Southwest corner of said Tract 14; thence North 01°56'27" West, on the North line of said tract 14, a distance of 50.00 feet to the point of Beginning; thence continuing North 01°56'27" West, on said West line, a distance of 975.97 feet to the Northwest corner of said tract 14; thence North 88°06'07" East, on the North line of said Tract 14, a distance of 441.50 feet; thence South 01°56'27" East, a distance of 242.39 feet; thence North 88°03'33" East, a distance of 47.76 feet; thence South 01°56'27" East, a distance of 730.53 feet; thence South 87°44'27" West, on a line 50.00 feet North of and parallel with the South line of said Tract 14, being the North Right-of-Way line of Stirling Road, a distance of 489.27 feet to the *Point of Beginning*.

Said lands situate, lying and being in the City of Cooper City, Broward County, Florida and containing 465,178 square feet or 10.6790 acres more or less.

Hallandale High School

A PORTION OF THE PLAT OF "MEEKINS ADDITION NO. 1 AMENDED" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION WITH THE NORTH LINE OF BLOCK 5 AND THE WEST LINE OF BLOCK 5 OF SAID PLAT;

THENCE SOUTH 11°20'36", WEST, A DISTANCE OF 499.85 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 11°53'04" WEST, A DISTANCE OF 202.50 FEET;

THENCE NORTH 78°06'56" WEST, A DISTANCE OF 135.90 FEET;

THENCE NORTH 11°53'04" EAST, A DISTANCE OF 202.50 FEET;

THENCE SOUTH 78°06'56" EAST, A DISTANCE OF 135.90 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN THE CITY OF HALLANDALE, BROWARD COUNTY, FLORIDA, CONTAINING 27,520 SQUARE FEET MORE OR LESS.

High School "JJJ"*

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

Commence at the northwest corner of Parcel "O" of said CORAL SPRINGS REGIONAL PARK ADDITION; thence S 00°00'25"W, along the west line of said Parcel "O", a distance of 327.02 feet; thence S 89°22'40" E, 95.40 feet to the POINT OF BEGINNING; thence continue S 89°22'40" E, 741.04 feet; thence S 00°18'11" E, 893.16 feet to a point of curvature of a curve concave to the northwest; thence southwesterly along the arc of said curve, having a radius of 236.00 feet and a central angle of 45°27'43", a distance of 187.26 feet to a point of tangency; thence S 45°09'32" W, 193.08 feet; thence N 89°22'40" W, 549.80 feet; thence N 00°30'11" E, 1200.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Coral Springs, Broward County, Florida and containing 876,488 square feet (20.1214 acres) more or less.

* High School "JJJ" is subject to a long-term lease from the City of Coral Springs to the School Board.

Lake Forest Elementary

A portion of Northeast one-quarter (NE¼) of the Northeast one-quarter (NE¼) of the Southwest one-quarter (SW¼) of Section 30, Township 51 South, Range 42 East, more fully described as follows:

Commencing at the Southwest corner of the Northwest one-quarter (NW¼) of the Northeast one-quarter (NE¼) of the Northeast one-quarter (NE¼) of the Southwest one-quarter (SW¼) of said Section 30; thence South 00°09'33" East on the West line of the Northeast one-quarter (NE¼) of the Northeast one-quarter (NE¼) of the Southwest one-quarter of said Section 30, a distance of 135.00 feet; thence North 89°50'27" East, a distance of 177.00 feet to the Point of Beginning (1); thence continue North 89°50'27" East, a distance of 170.00 feet; thence North 00°09'33" East, a distance of 195.00 feet; thence South 89°50' 27" West, a distance of 170.00 feet; thence South 00°09'33" West, a distance of 195.00 feet to the Point of Beginning (1).

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

TOGETHER WITH:

A portion of Northeast one-quarter (NE~~1~~/₄) of the Northeast one-quarter (NE~~1~~/₄) of the Southwest one-quarter (SW~~1~~/₄) of Section 30, Township 51 South, Range 42 East, more fully described as follows:

Commencing at the Southwest corner of the Northwest one-quarter (NW~~1~~/₄) of the Northeast one-quarter (NE~~1~~/₄) of the Northeast one-quarter (NE~~1~~/₄) of the Southwest one-quarter (SW~~1~~/₄) of said Section 30; thence South 00°09'33" East on the West line of the Northeast one-quarter (NE~~1~~/₄) of the Northeast one-quarter (NE~~1~~/₄) of the Southwest one-quarter of said Section 30, a distance of 170.00 feet; thence North 89°50'27" East, a distance of 163.00 feet to the Point of Beginning (2); thence continue North 00°50'27" East, a distance of 180.00 feet; thence South 89°09'33" East, a distance of 140.00 feet; thence South 89°50'27" West, a distance of 180.00 feet; thence North 00°09'33" West, a distance of 140.00 feet to the Point of Beginning (2).

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

AND ALSO TOGETHER WITH:

A portion of Southeast one-quarter (SE~~1~~/₄) of the Northeast one-quarter (NE~~1~~/₄) of the Southwest one-quarter (SW~~1~~/₄) of Section 30, Township 51 South, Range 42 East, more fully described as follows:

Commencing at the Southwest corner of the Northwest one-quarter (NW~~1~~/₄) of the Northeast one-quarter (NE~~1~~/₄) of the Northeast one-quarter (NE~~1~~/₄) of the Southwest one-quarter (SW~~1~~/₄) of said Section 30; thence South 00°09'33" East on the West line of the Northeast one-quarter (NE~~1~~/₄) of the Northeast one-quarter (NE~~1~~/₄) of the Southwest one-quarter of said Section 30, a distance of 342.00 feet; thence North 89°50'27" East, a distance of 13.00 feet to the Point of Beginning (3); thence continue North 89°50'27" East, a distance of 385.00 feet; thence South 00°09'33" East, a distance of 120.00 feet; thence South 89°50'27" West, a distance of 385.00 feet; thence North 00°09'33" West, a distance of 120.00 feet to the Point of Beginning.

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

Lauderdale Manors Elementary

A portion of Tract "A", LAUDERDALE MANORS ADDITION, according to the plat thereof, as recorded in Plat Book 30, Page 10 of the Public Records of Broward County, Florida and being more fully described as follows:

Commencing at the Northeast corner of said Tract "A"; thence South 89°52'15" West on the North line of said Tract "A", a distance of 69.00 feet; thence South 00°00'00" East, a distance of 26.00 feet to the Point of Beginning; thence continue South 00°00'00" East, a distance of 165.00 feet; thence South 90°00'00" West, a distance of 240.00 feet; thence North 00°00'00" West, a distance of 165.00 feet; thence North 90°00'00" East, a distance of 240.00 feet to the Point of Beginning.

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

McArthur High School

A portion of the Northeast 1/4 of Section 14, Township 51 South, Range 41 East, Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 14; thence run Southerly, along the East line of said Northeast 1/4 for 970.92 feet, more or less, to the Northeast corner of the property deeded to the Board of Public Instruction of Broward County, Florida, as recorded in Official Records Book 660, page 261, and Official Records Book 577, page 177, of the Public Records of Broward County, Florida; thence run Westerly along the North line of said Board of Public Instruction property for 759.97 feet to the Northwest corner of said property; thence run Southerly, along the West line of the Board of Public Instruction property for 506.89 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue Southerly, along the last described course, for 1260.07 feet to the South line of the Northeast 1/4 of said Section 14; thence run Westerly, along the South line of said Northeast 1/4 for 345.7 feet; thence run Northerly, parallel to the West line of said Board of Public Instruction property for 1260.07 feet; thence run Easterly, parallel to and 1260 feet North of the South line of said Northeast 1/4, as measured at right angles thereto, for 345.7 feet to the Point of Beginning, containing 10 acres, more or less.

Miramar High School

Commencing at the Southeast Corner of Section 28, Township 51 South, Range 41 East, Broward County, Florida, run Northerly along the East line of said Section 28, a distance of 2290.85 feet to a point; Thence deflecting 89°59'45" to the left run westerly along a line parallel to the South line of said Section 28, a distance of 175.0 feet to a point on the Westerly Right-of-Way line of N.W. 27th Avenue per plat book 4, page 14, Public Records of Dade County, Florida; THENCE continue along the last mentioned course, a distance of 3219.01 feet to the Point of Beginning of the parcel of land herein described.

From said Point of Beginning run Southerly along a line parallel to and 1885.0 feet distant Easterly from the Westerly line of said Section 28, a distance of 1250.0 feet to a point; Thence run Westerly along a line parallel to and 1040.85 feet distant northerly of the South line of said Section 28, a distance of 1865.0 feet to a point;

Thence run northerly along a line parallel to and 20.0 feet distant Easterly of the Westerly line of said Section 28, a distance of 1250.0 feet to a point;

Thence run Easterly along a line parallel to and 2290.85 feet distant northerly of the South Line of said Section 28, a distance of 1865.0 feet to the Point of Beginning.

Plantation High School

Tract A, Replat of a portion of PLANTATION SUNRISE HEIGHTS 1ST ADDITION, according to the map or plat thereof as recorded in Plat Book 57, Page(s) 42, Public Records of Broward County, Florida.

Royal Palm Elementary

A portion of Section 26, Township 49 South, Range 41 East, more fully described as follows:

Commencing at the Southwest corner of the East one-half (E½) of the West one-half (W½) of said Section 26; thence South 89°58'45" East on the South line of said Section 26, a distance of 1912.91 feet; thence North 00°55'10" West, a distance of 158.00 feet to the Point of Beginning (1); thence continuing North 00°55'10" West, a distance of 150.00 feet; thence South 89°04'50" West, a distance of 278.00 feet; thence South 00°55'10" East, a distance of 150.00 feet; thence North 89°04'50" East, a distance of 278.00 feet, to the Point of Beginning.

Sand lands situate lying and being in the City of Lauderhill, Broward County, Florida.

TOGETHER WITH:

A portion of Section 26, Township 49 South, Range 41 East, more fully described as follows:

Commencing at the Southwest corner of the East one-half (E½) of the West one-half (W½) of said Section 26; thence South 89°58'45" East on the South line of said Section 26, a distance of 1912.91 feet; thence North 00°55'10" West, a distance of 308.00 feet; thence South 89°04'50" West, a distance of 278.00 feet, to the Point of Beginning (2); thence continuing South 89°04'50" West, a distance of 15.00 feet; thence South 00°55'10" East, a distance of 45.00 feet; thence South 89°04'50" West, a distance of

100.00 feet; thence North 00°55'10" West, a distance of 220.00 feet; thence North 89°04'50" East, a distance of 115.00 feet; thence South 00°55'10" East, a distance of 175.00 feet to the Point of Beginning.

Sand lands situate, lying and being in the City of Lauderhill, Broward County, Florida.

AND ALSO TOGETHER WITH:

A portion of Section 26, Township 49 South, Range 41 East, more fully described as follows:

Commencing at the Southwest corner of the East one-half (E½) of the West one-half (W½) of said Section 26; thence South 89°58'45" East, on the South line of said Section 26, a distance of 1912.91 feet; thence North 00°55'10" West, a distance of 591.00 feet to the Point of Beginning (3); thence continue North 00°55'10" West, a distance of 210.00 feet; thence South 89°04'50" West, a distance of 158.00 feet; thence South 00°55'10" East, a distance of 112.00 feet; thence North 89°04'50" East, a distance of 42.00 feet; thence South 00°55'10" East, a distance of 98.00 feet; thence North 89°04'50" East, a distance of 116.00 feet to the Point of Beginning.

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

South Plantation High School

A portion of John W. Newman's Survey as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida in Section 14, Township 50 South, Range 41 East, more fully described as follows:

Commencing at the Northeast corner of Lot 81, Block 8, PLANTATION HARBOR SIXTH ADDITION, according to the plat thereof, as recorded in Plat Book 109, Page 15 of the Public Records of Broward County, Florida; thence South 88°32'43" West on the North line of said Block 8, a distance of 256.00 feet; thence North 01°27'17" West, a distance of 68.00 feet to the Point of Beginning; thence continue North 01°27'17" West, a distance of 200.00 feet; thence South 88°32'43" West, a distance of 180.00 feet; thence South 01°27'17" East, a distance of 200.00 feet; thence North 88°32'43" East, a distance of 180.00 feet to the Point of Beginning.

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

A-10

Tedder Elementary

A portion of the Northwest one-quarter (NW $\frac{1}{4}$), of the Southeast one quarter (SE $\frac{1}{4}$), of Section 14, Township 48 South, Range 42 East, being more fully described as follows:

Commencing at the Northeast corner of said Northwest one-quarter (NW $\frac{1}{4}$), of the Southeast one quarter (SE $\frac{1}{4}$), of Section 14, Township 48 South, Range 42 East; thence South 00°09'53" East, on the East line of said Northwest one-quarter (NW $\frac{1}{4}$), of the Southeast one quarter (SE $\frac{1}{4}$), of Section 14, Township 48 South, Range 42 East, a distance of 650.00 feet; thence South 89°50'07" West, a distance of 67.50 feet, to the Point of Beginning (2); thence continuing South 89°50'07" West, a distance of 268.00 feet; thence South 00°09'53" East, a distance of 148.00 feet; thence North 89°50'07" East, a distance of 268.00 feet; thence North 00°09'53" West, a distance of 148.00 feet to the Point of Beginning (2).

Said lands situate lying and being in the City of Pompano Beach, Broward County, Florida and containing 39,664 square feet or 0.9106 acres more or less.

Walker Elementary

A portion of Parcel "A" of the 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, being more fully described as follows:

Commencing at the Southwest corner of said Parcel "A"; thence North 88°37'39" East on the South line of said Parcel "A", a distance of 83.95 feet to the Point of Beginning; thence continue North 88°37'39" East, a distance of 181.00 feet; thence North 01°22'21" West, a distance of 109.00 feet; thence South 88°37'39" West, a distance of 74.00 feet; thence North 01°22'21" West, a distance of 80.00 feet; thence South 88°37'39" West, a distance of 115.00 feet; thence South 01°22'21" East, a distance of 123.00 feet; thence North 88°37'39" East, a distance of 8.00 feet; thence South 01°22'21" East, a distance of 66.00 feet to the Point of Beginning.

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

NOTE: Bearings shown refer to assumed datum and assumes the South line of said Parcel A" as North 88°37'39" East.

Whiddon-Rogers Education Center

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP FIFTY (50) SOUTH, RANGE FORTY-TWO (42) EAST; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

B. PERMITTED ENCUMBRANCES

Bethune, Mary M. Elementary

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of SCHOOL SITE 0340, as recorded in Plat Book 154, page(s) 17, Public Records of Broward County, Florida.
2. Easement Deed to Central and Southern Florida Flood Control District recorded in O.R. Book 2003, Page 726, Public Records of Broward County, Florida.
3. Easements to Florida Power & Light Company recorded in O.R. Book 2843, Page 365, O.R. Book 8689, Page 102, O.R. Book 9299, Page 682 and O.R. Book 21972, Page 554, Public Records of Broward County, Florida.

Blanche Ely High School

1. Florida Power & Light Easement contained in instrument recorded February 18, 1964, in O.R. Book 2756, Page 510, re-recorded in O.R. Book 2776, Page 971, Public Records of Broward County, Florida.
2. Florida Power & Light Easement contained in instrument recorded November 3, 1977 in O.R. Book 7274, Page 203, Public Records of Broward County, Florida.

Broward Fire Academy

Florida Power & Light Easement contained in instrument recorded January 23, 1981 in O.R. Book 9374, Page 646, Public Records of Broward County, Florida.

Cooper City High School

1. Public Works Bond recorded in O.R. Book 32969, Page 1594, Public Records of Broward County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NEWMAN'S SURVEY, as recorded in Plat Book 2, Page(s) 26, Public Records of Dade County, Florida, together with the Deeds for Road Right-of-Way recorded in O.R. Book 1483, Page 71, O.R. Book 1483, Page 76, O.R. Book 1699, Page 237, O.R. Book 3713, Page 681, O.R. Book 3796, Page 542, O.R. Book 4489, Page 915, O.R. Book 18314, Page 735, O.R. Book 18923, Page 307, O.R. Book 18923, Page 309, O.R. Book 19751, Page 261, O.R. Book 19788, Page 462 and O.R. Book 20072, Page 261, Public Records of Broward County, Florida.

Hallandale High School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of MEEKINS ADDITION NO. 1 AMENDED, as recorded in Plat Book 26, Page(s) 50, as amended by the Resolutions recorded in O.R. Book 2031, Page 335 and O.R. Book 2108, Page 814, together with the Warranty Deed to Broward County, recorded in O.R. Book 2059, Page 82 and the Quit Claim Deed to the City of Hallandale, recorded in O.R. Book 7163, Page 194, Public Records of Broward County, Florida.
2. Easement Deeds to the City of Hallandale recorded in O.R. Book 5608, Page 259 and O.R. Book 5608, Page 262, Public Records of Broward County, Florida.

3. Easement to Florida Power & Light Company recorded in O.R. Book 7211, Page 820, Public Records of Broward County, Florida.

High School "JJJ"

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of CORAL SPRINGS REGIONAL PARK ADDITION, as recorded in Plat Book 156, Page 32, together with Resolution No. 94-109 recorded in O.R. Book 21776, Page 158, Public Records of Broward County, Florida.
2. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 240, Public Records of Dade County, Florida.
3. Reservations in favor of the State of Florida, as set forth in Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 423, Page 176, Public Records of Broward County, Florida.
4. Reservations contained in County Deed recorded in Deed Book 552, Page 542, Public Records of Broward County, Florida.
5. Revised Notice recorded in O.R. Book 15550, Page 524, Public Records of Broward County, Florida.
6. Agreement recorded in O.R. Book 22384, Page 911, Public Records of Broward County, Florida.
7. Memorandum of Agreement recorded in O.R. Book 30599, Page 745, Public Records of Broward County, Florida.
8. Interlocal Agreement with attachments recorded in O.R. Book 33903, Page 717, Public Records of Broward County, Florida.
9. Restrictions contained in the Deeds recorded in O.R. Book 14958, Paged 917, O.R. Book 16802, Page 881, O.R. Book 16802, Page 888, and O.R. Book 22057, Page 19, Public Records of Broward County, Florida, which Deeds DO NOT prohibit use of the property for parks, recreation and public purposes.

Lake Forest Elementary

[None]

Lauderdale Manors Elementary

1. Covenants, conditions and restrictions recorded January 23, 1953, in Deed Book 807, Page 40 and Deed Book 813, Page 208, Public Records of Broward County, Florida.
2. Agreement between Bd. of Public Inst. and City of Fort Lauderdale as recorded January 4, 1956 in O.R. Book 530, Page 172 (CN-56-689466), Public Records of Broward County, Florida.

McArthur High School

1. Deed recorded in O.R. Book 1602, Page 9, Public Records of Broward County, Florida.
2. Easements recorded in O.R. Book 1377, Page 586, O.R. Book 1006, Page 369, O.R. Book 1001, Page 226 and O.R. Book 18755, Page 400, Public Records of Broward County, Florida.
3. Ordinance recorded in O.R. Book 11572, Page 556, Public Records of Broward County, Florida.
4. Resolution recorded in O.R. Book 31125, Page 1113, Public Records of Broward County, Florida.
5. Subordination recorded in O.R. Book 33550, Page 666, Public Records of Broward County, Florida.

Miramar High School

1. Resolution recorded in O.R. Book 4282, Page 881, Public Records of Broward County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of EVERGLADES SUGAR & LAND COMPANY, as recorded in Plat Book 2, Page(s) 75, Public Records of Dade County, Florida.
3. Resolution recorded in O.R. Book 4348, Page 153, Public Records of Broward County, Florida.
4. Easement recorded in O.R. Book 4514, Page 672, Public Records of Broward County, Florida.
5. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SCHOOL SITE 1750, as recorded in Plat Book 145, Page(s) 16, Public Records of Broward County, Florida.
6. Easement recorded in O.R. Book 18834, Page 63, Public Records of Broward County, Florida.
7. Quit-Claim Deed recorded in O.R. Book 22024, Page 765, Public Records of Broward County, Florida.
8. Easement recorded in O.R. Book 22251, Page 171, Public Records of Broward County, Florida.
9. Ordinance recorded in O.R. Book 19780, Page 700, Public Records of Broward County, Florida.

Plantation High School

1. Restrictions contained in recorded in O.R. Book 1446, Page 63, Public Records of Broward County, Florida.
2. Resolution recorded in O.R. Book 2605, Page 560, Public Records of Broward County, Florida.
3. Easement recorded in O.R. Book 913, Page 123, Public Records of Broward County, Florida.
4. Easement recorded in O.R. Book 3417, Page 944 , Public Records of Broward County, Florida, as affected by Agreement recorded in O.R. Book 9307, Page 410, Public Records of Broward County Florida..
5. Easement recorded in O.R. Book 8694, Page 228, Public Records of Broward County, Florida.
6. Reservations contained in Deed recorded in Deed. Book 50, Page 185, Public Records of Dade County, Florida.
7. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Everglades Plantation Company Amended, as recorded in Plat Book 2, Page(s) 7, Public Records of Dade County, Florida.
8. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Plantation Sunrise Heights 1st Addition, as recorded in Plat Book 49, Page(s) 1, Public Records of Broward County, Florida.
9. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Replat of a Portion of SUNRISE HEIHGTS 1ST ADDITION, as recorded in Plat Book 57, Page(s) 42, Public Records of Broward County, Florida.
10. Easement recorded in O.R. Book 21201, Page 565, Public Records of Broward County, Florida.

Royal Palm Elementary

1. Restrictions, conditions, reservations, and other matters contained in instrument recorded in O.R. Book 4037, Page 435, of the Public Records of Broward County, Florida.

South Plantation High School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of NEWMAN'S SURVEY, as recorded in Plat Book 2, Page 26 of the Public Records of Miami-Dade County, Florida, said property lying and situate and being in Broward County, Florida.
2. Bill of Sale and Easements created thereof for utilities recorded August 3, 1972 in O.R. Book 4947, Page 15 of the Public Records of Broward County, Florida.

Tedder Elementary

1. Florida Power & Light Easement contained in instrument recorded July 22, 1959 in O.R. Book 1616, Page 514 of the Public Records of Broward County, Florida.
2. Florida Power & Light Easement contained in instrument recorded April 27, 1978 in O.R. Book 7536, Page 184 of the Public Records of Broward County, Florida.

Walker Elementary

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of TUSKEGEE PARK, as recorded in Plat Book 3, Page 9 of the Public Records of Broward County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of REVISED PLAT OF BLOCKS 8 & 9 of TUSKEGEE PARK, as recorded in Plat Book 48, Page 2 of the Public Records of Broward County, Florida.
3. Sanitary Sewerage Agreement recorded December 21, 1959 in O.R. Book 1769, Page 398 of the Public Records of Broward County, Florida.

Whiddon-Rogers Education 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, of the Public Records of Broward County, Florida.
2. Utility Easement contained in Easement Deed No. 1714 recorded February 1, 1991, in O.R. Book 18113, Page 230, of the Public Records of Broward County, Florida.

EXHIBIT C TO SCHEDULE 2003A-1

Series 2003A-1 Facilities

| LEASE PAYMENT DATE | PRINCIPAL PORTION | INTEREST PORTION | BASIC LEASE PAYMENT | REMAINING PRINCIPAL |
|-----------------------------------|------------------------------|-----------------------------|--------------------------------|--------------------------------|
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