

EXHIBIT B-1

SCHEDULE 2008A-1
dated as of June 1, 2008,
as Amended and Restated as of October 1, 2008,
as Amended and Restated as of April 1, 2009
as Further Amended and Restated as of February 1, 2014
to the
Master Lease Purchase Agreement dated as of
July 1, 1990, as amended as of December 20, 2000, by and among
Broward School Board Leasing Corp.
as Lessor (the "Corporation")

and

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

and

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

THIS SCHEDULE 2008A-1 (the "Schedule 2008A-1") is hereby entered into under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000 (the "Master Lease"), pursuant to which the Corporation has agreed to finance the lease purchase unto the School Board and the School Board has agreed to lease purchase from the Corporation, subject to the terms and conditions of the Master Lease incorporated herein, the Series 2008A-1 Facilities herein described. The Trustee, as assignee of the Corporation, hereby demises and leases to the School Board, and the School Board hereby hires, takes and leases from the Trustee, the Series 2008A-1 Facility Sites, and the Series 2008A-1 Facilities (together, the "Series 2008A-1 Facilities") and the Series 2008A-1 Comprehensive Needs Projects (the "Series 2008A-1 Comprehensive Needs Projects") described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 in the Series 2008A Ground Lease (hereinafter defined). The Master Lease with respect to this Schedule 2008A-1 and as modified and supplemented hereby is referred to herein as the "Series 2008A-1 Lease". All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby are incorporated herein by reference.

Section 1. Definitions. For purposes of the Series 2008A-1 Lease the following terms have the meanings set forth below. All terms used herein and not otherwise defined herein shall have the meanings given to them in the Master Lease or the Trust Agreement, including the Series 2008A Supplemental Trust Agreement, as appropriate.

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

"Commencement Date" for the Series 2008A-1 Lease is the Closing Date.

"Qualified Swap Agreement" for purposes of this Series 2008A-1 Lease means a swap agreement with a swap provider (i) rated at least "AA-" by S&P or "Aa3" by Moody's (or whose obligations are unconditionally guaranteed by an entity so rated) at the time the swap agreement is entered

into and (ii) following any downgrade of such provider (or guarantor) is rated at least "BBB" by S&P and "Baa2" by Moody's and has collateralized its Obligations with a zero Threshold as such terms are defined in the Credit Support Annex (the "CSA") to the Schedule to such swap agreement.

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

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

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

"Series 2008A-1 Facility Sites" shall mean the Facility Sites described in this Schedule 2008A-1 to be ground leased by the School Board to the Corporation, as the same may be amended or supplemented from time to time.

"Series 2008A Supplemental Trust Agreement" shall mean the Series 2008A Supplemental Trust Agreement dated as of June 1, 2008 between the Corporation and the Trustee.

Section 2. Lease Term. The total of all Lease Terms of the Series 2008A-1 Lease is expected to be approximately twenty-five (25) years and twelve (12) days consisting of an "Original Term" of approximately twelve (12) days from the Commencement Date through and including June 30, 2008, and twenty-five (25) Renewal Terms of twelve (12) months each, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2008 and ending June 30, 2033, provided that on such date no Series 2008A Certificates are "Outstanding" under the Trust Agreement. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

Section 3. Series 2008A-1 Facilities to be Lease Purchased. A general description of the Series 2008A-1 Facilities and the estimated costs of the Series 2008A-1 Facilities to be lease-purchased under the Series 2008A-1 Lease are described in Exhibit A hereto. The School Board reserves the right to substitute other facilities for the facilities set forth herein, in accordance with the requirements of the Master Lease.

Section 4. Series 2008A-1 Facility Sites to be Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 2008A-1 Facility Sites to be ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are described in Exhibit B hereto. Substitutions may be made in accordance with the requirements of the Master Lease and the Series 2008A Ground Lease.

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

Amount
\$200,479,432.00
317,235.13

Account
Series 2008A Acquisition Account
Series 2008A Cost of Issuance Subaccount

Section 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each June 15 and December 15, commencing December 15, 2008) and the remaining principal portion with respect to the Series 2008A-1 Facilities to be lease purchased and the Series 2008A Certificates attributable to such Series 2008A-1 Facilities are set forth in Exhibit C hereto. If, upon delivery of the Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2008A-1 Facilities, or if the School Board determines not to acquire, construct or install one or more components of the Series 2008A-1 Facilities, it is determined that the cost of, and consequently the actual amount of Basic Lease Payments for, a Series 2008A-1 Facility is different from the amount set forth herein, Exhibit C shall be revised as necessary to reflect the adjusted Schedule of Basic Lease Payments for all Series 2008A-1 Facilities to be lease-purchased. The Composite Schedule of Basic Lease Payments shall be no less than the principal and interest payments with respect to the portion of the Series 2008A Certificates relating to the Series 2008A-1 Facilities and shall only be amended in the event of a prepayment or a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2008A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2008A Certificates pursuant to Article III of the Series 2008A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by the Series 2008A Certificates, expressed as an annual interest rate, is exempt from the limitations on interest rates set forth in Section 215.84, Florida Statutes, since the Series 2008A Certificates are rated within the three highest rating categories by a nationally recognized rating service.

Section 7. Additional Lease Payments. Additional Lease Payments with respect to the Series 2008A-1 Lease consist of a pro rata portion of the following amounts to be paid with respect to both the Series 2008A-1 Lease and Series 2008A-2 Lease, except as otherwise provided herein:

1. Trustee Fees: Annual fee of \$3,000 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.

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

3. Credit Facility Issuer Payment: \$2,962,315.12 to be paid to the Series 2008A Credit Facility Issuer upon issuance of the Series 2008A Certificates with respect to the Series 2008A 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 portion of the Basic Lease Payments due as provided in Section 6 of this Schedule 2008A-1 is subject to the following prepayment provisions:

A. Optional Prepayment.

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

(ii) The principal portion of Basic Lease Payments due on or after June 15, 2019 shall be subject to prepayment on or after June 15, 2018 by the School Board in whole or in part on any Business Day at the option of the School Board, and if in part, in such order of due dates of the principal portion of the Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to 100% of the principal portion of Basic Lease Payments being prepaid plus the interest portion of the Basic Lease Payments with respect to such prepaid principal portion accrued to the Prepayment Date.

B. Extraordinary Prepayment.

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

Section 9. Other Special Provisions.

A. Representations.

(i) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2008A-1 and all references therein to the Facilities shall include the Series 2008A-1 Facilities, and except as otherwise provided below. The Corporation hereby confirms its representations, covenants and warranties set forth in Section 2.11 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2008A-1 and all references therein to the Facilities shall include the Series 2008A-1 Facilities, and except as otherwise provided below.

(ii) The Corporation hereby represents that the Master Lease is in effect and that to its knowledge there are no defaults on the date of execution of this Schedule 2008A-1 under any Lease, Ground Lease or the Trust Agreement.

(iii) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2008A-1 Facilities, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2008A-1 Facilities.

B. Notices. Copies of all notices required to be given to a Credit Facility Issuer pursuant to the Master Lease shall be given to the Series 2008A Credit Facility Issuer at the following address:

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

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

For the purpose of the Series 2008A-1 Lease as long as the Series 2008A Credit Facility is in full force and effect, unless otherwise waived in writing by the Series 2008A Credit Facility Issuer, the following provisions shall apply; provided that compliance with paragraphs (7), (8), and (9) below shall not be required and such paragraphs shall be of no force or effect so long as the amount generated by 80%

of the School Board's legally available capital outlay millage assuming a 95% collection rate based on the most current certified taxable assessed valuation, plus 80% of the amount derived from legally available sales tax moneys, shall produce an amount sufficient to cover maximum annual debt service on the School Board's lease and other obligations payable from such legally available capital outlay millage and/or legally available sales tax monies. For the purposes of the above test, maximum annual debt service shall be calculated at the same rates as in the budgeting requirements of paragraph (5) below and (unhedged) fixed rate debt shall be calculated at the actual rate. The amount of legally available capital outlay millage shall be the millage that the School Board may levy and use to make Basic Lease Payments. Legally available sales tax moneys shall include voter approved sales tax levies that are legally available to make Basic Lease Payments (a) as specifically authorized in the referendum approving such sales tax and otherwise authorized by law, including any necessary resolutions of the School Board or (b) to the extent the Series 2008A Credit Facility Issuer receives an opinion to such effect (such opinion to be in form and substance satisfactory, and from counsel acceptable to, the Series 2008A Credit Facility Issuer). The amount of legally available sales tax moneys shall be based on a reasonable estimate of such taxes derived from historical collections of such tax or from collections of an existing sales tax. If any portion of the legally available capital outlay millage or legally available sales tax moneys shall have a stated expiration date, then the revenues calculated above must be adjusted for such expiring taxes and 80% of the remaining tax revenues may not be less than the maximum annual debt service coming due after such tax expiration. The above test shall be performed annually upon preparation of the following year's budget.

The provisions of paragraph (8) below shall apply only to swap agreements entered into after the first date of noncompliance with the above coverage requirement. The provisions of paragraph (9) shall apply only to swap agreements entered into after the first date of noncompliance with the above coverage requirement unless such noncompliance was caused by the incurrence of additional debt by or on behalf of the School Board.

(1) The School Board may not amend the Series 2008A Ground Lease or this Schedule 2008A-1 or take any other action to substitute for any Series 2008A-1 Facilities other facilities owned by the School Board pursuant to Section 6.4 of the Master Lease without the consent of the Series 2008A Credit Facility Issuer.

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

(3) The Series 2008A Credit Facility Issuer shall be provided with the following information:

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

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

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

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

(e) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of the principal or interest portion of the Basic Lease Payments represented by the Series 2008A Certificates;

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

(g) All reports, notices and correspondences to be delivered under the terms of the Trust Agreement or the Series 2008A-1 Lease.

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

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

(a) while the interest portion of Basic Lease Payments pursuant to any Lease is calculated at a variable rate (i.e. the corresponding Certificates are variable rate) and a Qualified Swap Agreement is in effect, it will include in its budget in respect thereof an amount at least equal to the fixed rate payment payable by the School Board under such Qualified Swap Agreement; provided, however, that in the event the payment by the provider of the Qualified Swap Agreement is not computed at the actual interest rate payable with respect to the related Certificates, the School Board will also include in its budget in respect thereof an additional (i) .25% of the principal portion of Basic Lease Payments represented by the related Certificates if the payment by the swap provider is calculated based upon a tax-exempt index (the "Tax-Exempt Margin") or (ii) .50% of the principal portion of Basic Lease Payments represented by the related Certificates if the payment by the swap provider is calculated based upon a taxable index (the "Taxable Margin");

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

recent actual rate at which the interest portion of Basic Lease Payments represented by such Certificates is calculated plus 1.00%;

(c) in the event the School Board is obligated to pay the variable rate payment under any swap agreement and a Qualified Swap Agreement is in effect, the School Board shall budget the interest portion of Basic Lease Payments in respect of the related Certificates in an amount equal to the average net interest cost on the related Certificates (i.e. actual interest expense after giving effect to net swap payments) over the preceding 12 month period plus (i) the Tax-Exempt Margin if such swap payment is based upon a tax-exempt index and (ii) the Taxable Margin if such swap payment is based upon a taxable index; and

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

(6) The School Board agrees to amend its budget, by emergency budget if necessary, subject to and in accordance with requirements of applicable law, if amounts due under the Master Lease in any Fiscal Year exceed the amount budgeted therefor.

(7) If the test set forth in the initial paragraph of this Section 9C is not satisfied, not more than 25% of the total principal amount of outstanding obligations of the School Board secured by capital leases shall be variable rate obligations. For purposes of this determination the following shall apply: (a) variable rate obligations hedged by a Qualified Swap Agreement shall not be included as variable rate obligations and (b) an early termination under a Qualified Swap Agreement or a failure of a swap agreement to remain a Qualified Swap Agreement shall not cause the principal amount of variable rate obligations to exceed 25% unless a substitute Qualified Swap Agreement has not been entered into within 60 days from the date of such early termination or failure to remain a Qualified Swap Agreement.

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

(9) If the test set forth in the initial paragraph of this Section 9C is not satisfied, not more than the greater of (i) \$50,000,000 and (ii) 25% of the total principal amount of outstanding obligations of the School Board secured by capital leases shall be subject to swap agreements with any single counterparty (treating each entity that is separately capitalized and has a separate rating as a separate counterparty for such purpose).

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

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

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

D. Continuing Disclosure. For purposes of the Series 2008A-1 Lease, the School Board agrees to comply with the terms and provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2008A-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, provided it has been satisfactorily indemnified in accordance with Section 602 of the Master Trust Agreement as if it were proceeding under Section 602 of the Master Trust Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Series 2008A Certificates, shall) or any Holder of the Series 2008A Certificates or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the School Board to comply with its obligations under this Section 9.D. For purposes of this Section, "Beneficial Owner" means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2008A Certificates (including persons holding Series 2008A Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2008A Certificates for federal income tax purposes.

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

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

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

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

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

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

H. Remedies Upon Termination. Certain Facilities financed under Schedule 2001B-1 dated as of January 1, 2002, as Amended and Restated as of May 1, 2002, August 1, 2002, March 1, 2004, June 1, 2006, and July 1, 2010, and as amended as of June 1, 2008 and June 1, 2011 ("Prior Schedule 2001B-1"); Schedule 2004-1 dated as of June 1, 2004, as Amended and Restated as of June 1, 2006 ("Prior Schedule 2004-1"); Schedule 2005A-1 dated as of May 15, 2005, as Amended and Restated as of March 1, 2007 and June 1, 2008 ("Prior Schedule 2005A-1"); Schedule 2005B dated as of May 15, 2005, as Amended and Restated as of March 1, 2007 and June 1, 2008 ("Prior Schedule 2005B") and Schedule 2006-1 dated as of June 1, 2006 ("Prior Schedule 2006-1" and together with Schedule 2001B-1, Schedule 2004-1, Schedule 2005A-1 and Schedule 2005B, the "Prior Schedules"), each as amended by an Amendment dated as of June 1, 2008 (the "Amendment") executed by the School Board, the Corporation and the Trustee, as assignee of the Corporation, are also being financed as Series 2008A-1 Facilities under this Schedule 2008A-1, as described on Schedule I attached hereto (the "Overlapping Facilities"). Capitalized terms used, but not defined, in this Section 9.H. shall have the meanings assigned thereto in the Amendment. Schedule I provides the source of funding from Certificate proceeds of the Overlapping Facilities. Notwithstanding anything to the contrary in the Prior Schedules, the Prior Ground Leases, the Series 2008A Ground Lease or this Schedule 2008A-1, including particularly Sections 5 and 7 of the Prior Ground Leases and the Series 2008A Ground Lease, upon the termination of the term of:

(1) the Series 2001B-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease with respect to the Southwest Bus Parking Facilities shall be allocated 28.98% to Schedule 2001B-1 and 71.02% to Schedule 2008A-1, and to the Holders of the outstanding Series 2001B Certificates in accordance with the Series 2001B-1 Lease and Series 2001B Supplemental Trust Agreement and to the Holders of the outstanding Series 2008A Certificates in accordance with the Series 2008A-1 Lease and Series 2008A Supplemental Trust Agreement;

(2) the Series 2004-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease (i) with respect to Apollo Middle School shall be allocated 25.98% to Schedule 2004-1 and 74.02% to Schedule 2008A-1 and (ii) with respect to Pompano Beach Middle School be allocated 34.03% to Schedule 2004-1 and 65.97% to Schedule 2008A-1, and to the Holders of the outstanding Series 2004 Certificates in accordance with the Series 2004-1 Lease and Series 2004 Supplemental Trust Agreement and to the Holders of the outstanding Series 2008A Certificates in accordance with the Series 2008A-1 Lease and Series 2008A Supplemental Trust Agreement;

(3) the Series 2005A-1 Lease or the Series 2008A-1 Lease, the proceeds derived from exercising any of the remedies available under the Master Lease (i) with respect to Elementary School "A" shall be allocated 74.55% to Schedule 2005A-1 and 25.45% to Schedule 2008A-1 and (ii) with respect to Nova High School be allocated 53.25% to Schedule 2005A-1 and 46.75% to Schedule 2008A-1, and to the Holders of the outstanding Series 2005A Certificates in accordance with the Series 2005A-1 Lease and Series 2005A Supplemental Trust Agreement and to the Holders of the outstanding Series 2008A Certificates in accordance with the Series 2008A-1 Lease and Series 2008A Supplemental Trust Agreement;

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

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

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

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

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

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

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IN WITNESS WHEREOF, the Corporation has caused this Schedule 2008A-1 to be executed in its corporate name by its duly authorized officers, the School Board has caused this Schedule 2008A-1 to be executed in its name by its duly authorized members or officers, and the Trustee has caused this Schedule 2008A-1 to be executed in its name by one of its duly authorized officers, all as of the day and year first written above.

[SEAL]

**BROWARD SCHOOL BOARD
LEASING CORP.**

Attest:

By: _____
Robert W. Runcie
Secretary

By: _____
Patricia Good
President

[SEAL]

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

Attest:

By: _____
Robert W. Runcie
Secretary

By: _____
Patricia Good
Chair

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

By: _____
Michael C. Daly
Vice President

SCHEDULE I

<u>Facility</u>	<u>Amount Financed Under Schedule 2008A-1</u>	<u>Related Prior Schedule</u>	<u>Amount Financed Under Related Prior Schedule</u>	<u>Total Amount (Prior Schedule and Schedule 2008A-1)</u>	<u>Percent Allocable to Schedule 2008A-1</u>	<u>Percent Allocable to Related Prior Schedule</u>
Apollo Middle*	\$11,381,963	2004-1	\$5,745,979	\$17,127,942	66.45%	33.55%
Elementary School "Z" (Area A1)*	9,095,150	2005B	22,012,617	31,107,767	29.24	70.76
Elementary School "A" (Area C1)*	7,446,766	2005A-1	21,816,000	29,262,766	25.45	74.55
Nova High	6,607,830	2005A-1	7,526,472	14,134,302	46.75	53.25
Peters Elementary*	6,539,550	2006-1	8,557,500	15,097,050	43.32	56.68
Pompano Beach Middle*	10,051,109	2004-1	7,181,010	17,232,119	58.33*	41.67
Southwest Bus Parking Facilities	<u>20,014,125</u>	2001B-1	<u>8,166,571</u>	<u>28,180,696</u>	71.02	28.98
	<u>\$71,136,493</u>		<u>\$81,006,149</u>	<u>\$152,142,642</u>		

* Indicates a continuation/completion of project financed under Related Prior Schedule.

EXHIBIT A TO SCHEDULE 2008A-1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
<u>[other]</u>	__ years

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

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

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

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

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

EXHIBIT B TO SCHEDULE 2008A-1

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

A. DESCRIPTION OF REAL ESTATE

Apollo Middle School

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

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

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

Boyd Anderson High School

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

Said portions are described as follows:

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

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

Coconut Creek High School

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

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

Cooper City High School ((Kitchen))

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

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

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

Cypress Run Education Center

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

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

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

Stephen Foster Elementary School

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

Commence at the Northernmost Northwest corner of said Tract 'A'; thence on an assumed bearing, along

the North line of said Tract 'A', North 89°56'03" East 199.74 feet; thence South 00°03'57" East 127.58 feet to the Point of Beginning; thence North 90°00'00" East 72.00 feet; thence South 14.79 feet; thence North 90°00'00" East 14.00 feet; thence South 37.81 feet; thence West 5.67 feet; thence South 17.27 feet; thence West 8.33 feet; thence South 24.13 feet; thence West 72.00 feet; thence North 7.88 feet; thence West 14.00 feet; thence North 62.13 feet; thence North 90°00'00" East 14.00 feet; thence North 24.00 feet to the Point of Beginning.

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

Harbordale Elementary School

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

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

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

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

Lauderdale Manors Elementary School

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

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

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

New School "Z"

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

New School "A"

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

Northeast High School

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

COMMENCEMENT at the Northwest Corner of Parcel 1, DELPHI ENTERPRISES COMMERCIAL CENTER, according to the plat thereof as recorded in Plat Book 82. Page 13 of the Public Records of Broward County Florida thence South 00°18'38" East, on the West Line of said Parcel 1 a distance of 21.53 feet; thence North 90°00'00" West a distance of 1227.47 feet; thence North 00°00'00" East, a distance of 146.66 feet to the POINT OF BEGINNING; thence continuing North 00°00'00" East a distance of 175.55 feet. thence South 90°00'00" West a distance of 98.95 feet, thence South 00°00'00" West, a distance of 23.40 feet thence South 90°00'00" West a distance of 17.90 feet; thence South 00°00'00" West, a distance of 23.40 feet; thence South 90°00'00" West, a distance of 40.00 feet; thence South 00°00'00" West, a distance of 142.95; thence North 00°00'00" East a distance of 107.40 feet; thence North 00°00'00" East a distance of 14.20 feet thence North 90°00'00" East a distance of 49.45 feet to the POINT OF BEGINNING.

Nova High School

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

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

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

Peters Elementary School

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

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

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

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

Pompano Beach Middle School

EXHIBIT A

DESCRIPTION: (LIMITS OF CONSTRUCTION)

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

BLDG 8

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

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

TOGETHER WITH:

CLASSROOM 1

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

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

TOGETHER WITH:

CLASSROOM 2

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

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

TOGETHER WITH:

CLASSROOM 3

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

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

TOGETHER WITH:

CLASSROOM 4

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

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

TOGETHER WITH:

BLDG 9

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

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

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

Southwest Bus Parking Facility

TWO-STORY MODULAR BUILDING

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

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

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

CANOPY FOR GAS STATION:

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

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

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

PROPOSED GARAGE BUILDING

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

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

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

Tropical Elementary School

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

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

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

Western High School

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

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

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

LESS AND EXCEPT:

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

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

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

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

B. PERMITTED ENCUMBRANCES

Apollo Middle School

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

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

Boyd Anderson High School

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

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

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

Coconut Creek High School

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

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

Cooper City High School (Kitchen)

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

2. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 7, Page 576, as partially released by OR Book 1575, Page 416.
3. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 69, Page 204.
4. Reservations in favor the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 581, Page 345, corrected by Deed Book 680, Page 567, as partially released by OR Book 1575, Page 418.
5. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 581, Page 346, corrected by Deed Book 680, Page 568, as partially released by OR Book 1575, Page 418.
6. Easement contained in the Deed recorded in OR Book 4354, Page 151.
7. Easement recorded in OR Book 4489, Page 912.
8. Easement recorded in OR Book 4520, Page 621.

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

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

Cypress Run Education Center

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

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

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

Stephen Foster Elementary School

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

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

Harbordale Elementary School

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

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

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

Lauderdale Manors Elementary School

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

New School "Z"

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

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

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

New School "A"

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

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

Northeast High School

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

Nova High School

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

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

Peters Elementary School

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

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

Pompano Beach Middle School

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

Southwest Bus Parking Facility

1. All matters contained on the Plat of West Broward Industrial Park North, as recorded in Plat Book 160, Page 32, together with the Releases recorded in OR Book 34731, Page 1106, OR Book 34731, Page 1109, OR Book 34731, Page 1112, OR Book 34731, Page 1115, OR Book 34731, Page 1117 and OR Book 34731, Page 1120, City of Pembroke Pines Resolution No. 3084, recorded in OR Book 42042, Page 1771, Broward County Resolution No. 2006-841, recorded in OR Book 43198, Page 691 and the Agreement for Amendment of Notation on Plat recorded in OR Book 44254, Page 850.
2. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 252, Public Records of Miami-Dade County, Florida.
3. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 65, Page 357, Public Records of Miami-Dade County, Florida.
4. Reservations as set forth in the Deed from the Napoleon B. Broward Drainage District, recorded in Deed Book 469, Page 490, which were assigned to the South Broward Drainage District by the Quit Claim Deed recorded in OR Book 17540, Page 749.
5. Reservations as set forth in the Deed from the Board of Commissioners of Everglades Drainage District, recorded in Deed Book 470, Page 357.
6. Canal Easement recorded in OR Book 7111, Page 813.
7. Water and Sewer Agreement with Broward County recorded in OR Book 16201, Page 571.
8. Development Agreement with the City of Pembroke Pines recorded in OR Book 16792, Page 688.
9. Lift Station Easement recorded in OR Book 30252, Page 1787.
10. Landscape, Utility and Drainage Easements recorded in OR Book 30252, Page 1792 and OR Book 32278, Page 763.
11. Resolution No. 2000-06 of the South Broward Drainage District recorded in OR Book 31125, Page 1113, together with the Resolution recorded in OR Book 30655, Page 1545 and OR Book 35122, Page 497.
12. Agreement to Partially Release and Terminate Rights recorded in OR Book 32016, Page 1034.
13. Memorandum of Series 2001B-1 Lease recorded in OR Book 32772, Page 1513.
14. Memorandum of Series 2001B-1 Ground Lease recorded in OR Book 33772, Page 1523.
15. Easements to Florida Power & Light Company recorded in OR Book 37111, Page 329, OR Book 37111, Page 332 and OR Book 44661, Page 1567.
16. Easement Dedication to the City of Pembroke Pines recorded in OR Book 42035, Page 1407.

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

Tropical Elementary School

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

Western High School

1. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 240, Public Records of Miami-Dade County, Florida.
2. Reservations in favor of the State of Florida, as set forth in the Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 12, Page 115.
3. Reservations as set forth in the Deed from the Board of Commissioners of Everglades Drainage District, recorded in Deed Book 13, Page 228.
4. Reservations as set forth in the Deed from the Board of Commissioners of Everglades Drainage District, recorded in Deed Book 90, Page 462.
5. Resolution of the Central Broward Drainage District recorded in OR Book 3438, Page 60.
6. Agreement (Developer) with Melaleuca Isles, Inc., recorded in OR Book 4284, Page 345, as assigned to West Broward Utilities, Inc., recorded in OR Book 4326, Page 118.
7. Easement to Florida Power & Light Company recorded in OR Book 9178, Page 388.
8. Quit Claim Deed to Broward County recorded in OR Book 9299, Page 801.
9. Easement to Florida Power & Light Company recorded in OR Book 20427, Page 932.
10. Easement to Florida Power & Light Company recorded in OR Book 27916, Page 963.
11. Memorandum of Series 2005A-1 Ground Lease (Series 2005A-1 Facility Sites) dated as of May 15, 2005 between The School Board of Broward County, Florida, as lessor, and Broward School Board Leasing Corp, as lessee, recorded in OR Book 39978, Page 704.
12. Memorandum of series 2005A-1 Lease dated as of May 15, 2005 between Broward School Board Leasing Corp, as lessor, and The School Board of Broward County, Florida, as lessee, recorded in OR Book 39978, Page 720.

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

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

EXHIBIT C TO SCHEDULE 2008A-1**COMPOSITE SCHEDULE OF BASIC LEASE PAYMENTS
(Series 2008A-1 Facilities)**

<u>Lease Payment Date</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Basic Lease Payment</u>	<u>Remaining Principal</u>
12/15/2008	-	\$5,356,461	\$5,356,461	\$202,325,000
6/15/2009	-	5,021,683	5,021,683	202,325,000
12/15/2009	-	5,021,683	5,021,683	202,325,000
6/15/2010	-	5,021,683	5,021,683	202,325,000
12/15/2010	-	5,021,683	5,021,683	202,325,000
6/15/2011	-	5,021,683	5,021,683	202,325,000
12/15/2011	-	5,021,683	5,021,683	202,325,000
6/15/2012	\$985,000	5,021,683	6,006,683	201,340,000
12/15/2012	-	4,997,058	4,997,058	201,340,000
6/15/2013	1,040,000	4,997,058	6,037,058	200,300,000
12/15/2013	-	4,971,058	4,971,058	200,300,000
6/15/2014	1,085,000	4,971,058	6,056,058	199,215,000
12/15/2014	-	4,943,933	4,943,933	199,215,000
6/15/2015	1,140,000	4,943,933	6,083,933	198,075,000
12/15/2015	-	4,915,433	4,915,433	198,075,000
6/15/2016	1,200,000	4,915,433	6,115,433	196,875,000
12/15/2016	-	4,885,433	4,885,433	196,875,000
6/15/2017	1,260,000	4,885,433	6,145,433	195,615,000
12/15/2017	-	4,853,933	4,853,933	195,615,000
6/15/2018	1,320,000	4,853,933	6,173,933	194,295,000
12/15/2018	-	4,820,933	4,820,933	194,295,000
6/15/2019	1,385,000	4,820,933	6,205,933	192,910,000
12/15/2019	-	4,784,576	4,784,576	192,910,000
6/15/2020	1,460,000	4,784,576	6,244,576	191,450,000
12/15/2020	-	4,755,376	4,755,376	191,450,000
6/15/2021	10,895,000	4,755,376	15,650,376	180,555,000
12/15/2021	-	4,510,831	4,510,831	180,555,000
6/15/2022	11,380,000	4,510,831	15,890,831	169,175,000
12/15/2022	-	4,231,506	4,231,506	169,175,000
6/15/2023	11,940,000	4,231,506	16,171,506	157,235,000
12/15/2023	-	3,962,856	3,962,856	157,235,000
6/15/2024	12,480,000	3,962,856	16,442,856	144,755,000
12/15/2024	-	3,635,256	3,635,256	144,755,000
6/15/2025	13,135,000	3,635,256	16,770,256	131,620,000
12/15/2025	-	3,290,463	3,290,463	131,620,000
6/15/2026	13,820,000	3,290,463	17,110,463	117,800,000
12/15/2026	-	2,927,688	2,927,688	117,800,000
6/15/2027	14,550,000	2,927,688	17,477,688	103,250,000
12/15/2027	-	2,600,313	2,600,313	103,250,000
6/15/2028	15,200,000	2,600,313	17,800,313	88,050,000
12/15/2028	-	2,258,313	2,258,313	88,050,000
6/15/2029	15,885,000	2,258,313	18,143,313	72,165,000
12/15/2029	-	1,847,619	1,847,619	72,165,000
6/15/2030	16,710,000	1,847,619	18,557,619	55,455,000

12/15/2030	-	1,417,331	1,417,331	55,455,000
6/15/2031	17,570,000	1,417,331	18,987,331	37,885,000
12/15/2031	-	966,619	966,619	37,885,000
6/15/2032	18,470,000	966,619	19,436,619	19,415,000
12/15/2032	-	494,531	494,531	19,415,000
6/15/2033	<u>19,415,000</u>	<u>494,531</u>	<u>19,909,531</u>	0
TOTAL	<u>\$202,325,000</u>	<u>\$192,650,349</u>	<u>\$394,975,349</u>	