SCHEDULE 2007A-1 dated as of March 1, 2007, as Amended and Restated as of September 1, 2007 as further amended as of January 1, 2015 to the Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000, between Broward School Board Leasing Corp. as Lessor (the "Corporation")

and

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

and

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

THIS AMENDED AND RESTATED SCHEDULE 2007A-1 (the "Schedule 2007A-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 2007A-1 Facilities herein described. The Corporation hereby demises, leases and subleases to the School Board, and the School Board hereby hires, takes, leases and subleases from the Corporation, the Series 2007A-1 Facilities and the Series 2007A-1 Facility Sites described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 in the Series 2007A Ground Lease (hereinafter defined). The Master Lease with respect to this Schedule and as modified and supplemented hereby is referred to herein as the "Series 2007A-1 Lease". All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby are incorporated herein by reference.

Section 1. <u>Definitions</u>. For purposes of the Series 2007A-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 2007A Supplemental Trust Agreement and the Series 2015A Supplemental Trust Agreement, as appropriate.

"**Certificates**" or "**Series of Certificates**" shall mean, collectively, the Series 2007A Certificates and the Series 2015A Certificates, allocable to the Series 2007A-1 Lease.

"Commencement Date" for the Series 2007A-1 Lease is March 30, 2007.

"**Continuing Disclosure Certificate**" shall mean (a) with respect to the Series 2007A Certificates, the Continuing Disclosure Certificate, dated March 30, 2007, executed and delivered by the

School Board in connection with the issuance of the Series 2007A Certificates and (b) with respect to the Series 2015A Certificates, that certain Disclosure Dissemination Agent Agreement dated as of [CLOSING DATE], between the School Board and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, executed and delivered in connection with the issuance of the Series 2015A Certificates.

"Series 2007A Certificates" shall mean the \$272,625,000 Certificates of Participation, Series 2007A Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by The School Board of Broward County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Broward County School Board Leasing Corp., as Lessor.

"Series 2007A-1 Facilities" shall mean the Facilities described in this Schedule 2007A-1, as this Schedule 2007A-1 may be amended or supplemented from time to time. A portion of the improvements to be made to the Series 2007A-1 Facilities from the proceeds of the Series 2007A Certificates are not subject to the lien of the Series 2007A-1 Lease.

"Series 2007A-1 Facility Sites" shall mean the Facility Sites described in this Schedule 2007A-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 2007A Supplemental Trust Agreement" shall mean the Series 2007A Supplemental Trust Agreement dated as of March 1, 2007 between the Corporation and the Trustee.

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

"Series 2015A Supplemental Trust Agreement" shall mean the Series 2015A Supplemental Trust Agreement dated as of January 1, 2015, between the Corporation and the Trustee.

Section 2. <u>Lease Term</u>. The total of all Lease Terms of the Series 2007A-1 Lease is expected to be approximately twenty-five (25) years and three (3) months consisting of an "Original Term" of approximately three (3) months from the Commencement Date through and including June 30, 2007, 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, 2007 and ending June 30, 2032, provided that on such date no Series 2007A 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. <u>Series 2007A-1 Facilities Lease Purchased</u>. A general description and the estimated costs of the Series 2007A-1 Facilities to be lease-purchased under the Series 2007A-1 Lease are described in <u>Exhibit A</u> 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. <u>Series 2007A-1 Facility Sites Ground Leased to the Corporation and Permitted</u> <u>Encumbrances</u>. The legal descriptions of the Series 2007A-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 <u>Exhibit B</u> hereto. Substitutions may be made in accordance with the requirements of the Master Lease and the Series 2007A Ground Lease. Section 5. <u>Application of Certain Proceeds of Series 2007A Certificates and of the Series</u> <u>2015A Certificates</u>. Pursuant to the provisions of Section 402 of the Series 2007A Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2007A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2007A Certificates:

Amount	Account		
\$220,002,861.06	Series 2007A Acquisition Account		
341,380.17	Series 2007A Cost of Issuance Subaccount		

Pursuant to the provisions of Section 402 of the Series 2015A Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2007A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2015A Certificates:

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

Section 6. <u>Basic Lease Payments</u>. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (each June 15 and December 15, commencing June 15, 2007) and the remaining principal portion with respect to the Series 2007A-1 Facilities to be lease purchased and the Certificates attributable to such Series 2007A-1 Facilities are set forth in Exhibit C. If, upon delivery of the Certificate of Acceptance indicating completion of the acquisition, construction, installation and payment of all costs of the Series 2007A-1 Facilities, or if the School Board determines not to acquire, construct or install one or more components of the Series 2007A-1 Facilities, it is determined that the cost of, and consequently the actual amount of Basic Lease Payments for, a Series 2007A-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 2007A-1 Facilities to be leasepurchased, and for each individual Series 2007A-1 Facility or group of Series 2007A-1 Facilities. The Composite Schedule of Basic Lease Payments shall be no less than the principal and interest payments with respect to the portion of the Certificates relating to the Series 2007A-1 Facilities and shall only be amended in the event of a prepayment or (i) a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2007A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2007A Certificates pursuant to Article III of the Series 2007A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement or (ii) a prepayment deposit of the principal portion of Basic Lease Payments represented by such portion of the Series 2015A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2015A Certificates pursuant to Article III of the Series 2015A Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by the Series 2007A Certificates and Series 2015A Certificates, expressed as an annual interest rate, is exempt from the limitations on interest rates set forth in Section 215.84, <u>Florida Statutes</u>, since the Series 2007A Certificates and Series 2015A Certificates are rated within the three highest rating categories by a nationally recognized rating service.

Section 7. <u>Additional Lease Payments</u>. Additional Lease Payments with respect to the Series 2007A-1 Lease consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2007A-1 Lease and Series 2007A-2 Lease, except as otherwise provided herein:

1.	Trustee Fees:	Annual fee of \$3,500 payable annually in advance.
2.	Trustee Expenses:	Expenses billed at cost. Legal fee for Trustee counsel at closing of \$5,000. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3.	Credit Facility Issuer Payment:	\$764,876.14 paid to the Series 2007A Credit Facility Issuer upon issuance of the Series 2007A Certificates with respect to the Series 2007A Credit Facility.

Additional Lease Payments with respect to the Series 2015A Certificates consist of a pro rata portion of the following amounts to be paid with respect to both the Series 2007A-1 Lease and Series 2007A-2 Lease, except as otherwise provided herein:

1. Trustee Fees:	Annual fee of \$[AMOUNT] payable annually in advance.		
2. Trustee Expenses:	Expenses to be billed at cost. Legal fee for Trustee counsel at closing of \$[AMOUNT]. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.		
3. Credit Facility Issuer Payment:	\$ paid to the Series 2015A Credit Facility Issuer upon issuance of the Series 2015A Certificates with respect to the Series 2015A Credit Facility.		

Section 8. <u>Prepayment Provisions</u>. 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 2007A-1 is subject to the following prepayment provisions:

A. <u>Optional Prepayment</u>.

Series 2007A Certificates

(i) The principal portion of Basic Lease Payments due on or before June 15, 2017 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, 2018 shall be subject to prepayment on or after June 15, 2017 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.

Series 2015A Certificates

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

B. <u>Extraordinary Prepayment</u>.

Series 2005A Certificates

(i) The principal portion of Basic Lease Payments due under the Series 2007A-1 Lease shall be subject to prepayment in whole or in part on any date at the option of the School Board, and if in part, from such due dates and in such amounts as shall be designated by the School Board to be prepaid, at a Prepayment Price of par plus the interest portion of the Basic Lease Payments with respect to such prepaid principal portion to the Prepayment Date, if there are Net Proceeds equal to or greater than ten percent (10%) of the remaining principal portion of the Basic Lease Payments relating to the Series 2007A-1 Facilities as a result of damage, destruction or condemnation of any portion of the Series 2007A-1 Facilities and an election is made by the School Board under Section 5.4(b) of the Master Lease to apply the amount to the prepayment in part of the principal portion of Basic Lease Payments relating to the Series 2007A-1 Facilities and represented by the Series 2007A Certificates.

(ii) The principal portion of the Basic Lease Payments due under the Series 2007A-1 Lease shall be subject to prepayment in whole on any date at the option of the Series 2007A Credit Facility Issuer, if the Lease Term is terminated for the reasons set forth in Sections 4.1(b) or 4.1(c) of the Master Lease.

Series 2015A Certificates

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

Notwithstanding anything in the Series 2007A-1 Lease to the contrary, in lieu of the extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, the amount that would be allocable to the Series 2015A Certificates had they been subject to the extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, shall be used instead in accordance with the following:

Such Net Proceeds shall either (1) be applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Series 2007A-1 Lease as fully as if they were the originally leased Series 2007A-1 Facilities or (2) at the direction of the School Board, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Series 2007A-1 Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

(ii) The principal portion of Basic Lease Payments shall be subject to prepayment in the event the Series 2007A-1 Lease terminates prior to payment in full of all of the Basic Lease Payments due thereunder, to the extent the Trustee has moneys available for such purpose pursuant to this Series 2015A Trust Agreement and the Series 2007A-1 Lease, to the extent and subject to the limitations provided in the Master 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 2007A-1 and all references therein to the Facilities shall include the Series 2007A-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 as supplemented by this Schedule 2007A-1 and all references therein to the Facilities shall include the Series 2007A-1 Facilities, and except the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2007A-1 and all references therein to the Facilities shall include the Series 2007A-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 2007A-1 under any Lease, Ground Lease or the Trust Agreement. The Trustee hereby represents that it has not received any notice to the contrary.

(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 2007A-1 Facility Sites, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2007A-1 Facilities.

B. <u>Notices</u>. Copies of all notices required to be given to a Credit Facility Issuer pursuant to the Master Lease shall be given to the Series 2007A Credit Facility Issuer at the following address:

<u>Series 2007A Credit Facility Issuer</u> Financial Guaranty Insurance Company 125 Park Avenue New York, New York 10017 Attention: Risk Management

C. Continuing Disclosure. The School Board agrees to comply with the terms and provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2007A-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 2007A Certificates, shall) or any Holder of the Series 2007A 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.C. 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 2007A Certificates (including persons holding Series 2007A Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2007A Certificates for federal income tax purposes.

D. <u>Notice of Amendments</u>. The School Board shall provide written notice to each Rating Agency at least 15 days in advance of the execution of any amendments to the Series 2007A-1 Lease, the Trust Agreement, the Series 2007A Assignment Agreement or the Series 2007A Ground Lease. A full transcript of all proceedings relating thereto shall be provided to the Series 2007A Credit Facility Issuer.

E. <u>Notice of Completion</u>. The School Board shall provide the Series 2007A Credit Facility Issuer a copy of the Certificate of Completion set forth in Exhibit B to the Master Lease at the same time it is filed with the Trustee.

F. <u>Release of Lien</u>. No release, substitution or sublease of any portion of the Series 2007A-1 Facilities or Series 2007A-1 Facility Sites may be made without the prior written consent of the Series 2007A Credit Facility Issuer.

G. <u>Section 9.4 of the Master Lease</u>. For purposes of the Series 2006-1 Lease, Section 9.4 of the Master Lease shall read as follows:

SECTION 9.4. Amendments. The terms of this Master Lease and any Schedule shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Corporation and the School Board and, if required under the terms of the Trust Agreement, by the Trustee, with the consent of the Credit Facility Issuer, if any. In the event that there is no Credit Facility Issuer, except as otherwise provided herein, the consent of the Holders of at least a majority in principal amount of the Certificates Outstanding who are affected by such waiver, alteration, modification, supplement or amendment shall be required. Notwithstanding the foregoing, a Schedule may be amended without obtaining the consent of the Credit Facility Issuer, if any, or of Holders of the affected Certificates, for the purpose of (1) adding a legal description and/or the permitted encumbrances for a Facility Site which has already been designated in such Schedule, (2) adding additional Facilities to be financed under such Schedule, (3) substituting Facilities in accordance with Section 6.4 hereof or (4) releasing a Facility or portion thereof if such Facility or portion thereof has been released from the lien of the Lease in accordance with the provisions thereof.

H. <u>Effective Date</u>. Schedule 2007A-1, as amended and restated as of January 1, 2015, shall be effective as of [Closing Date].

IN WITNESS WHEREOF, the Trustee, as Assignee of the Corporation and the Corporation have caused this Schedule 2007A-1 to be executed in their respective corporate names by their duly authorized officers, and the School Board has caused this Schedule 2007A-1 to be executed in its name by its duly authorized members or officers, all as of the day and year first written above.

[SEAL] Attest:			ARD SCHOOL BOARD G CORP.
By: Rober Secre	rt W. Runcie tary	By:	Donna P. Korn President
[SEAL] Attest:			HOOL BOARD OF BROWARD Y, FLORIDA
	rt W. Runcie tary	By:	Donna P. Korn Chair
		U.S. BAI	NK NATIONAL ASSOCIATION

By:____

Michael C. Daly Vice President

EXHIBIT A TO SCHEDULE 2007A-1

A. General Description of the Series 2007A-1 Facilities to be Lease Purchased:

<u>Bennett Elementary</u>- A cafeteria replacement at the existing elementary school located at 1755 N.E. 14th Street in the city of Fort Lauderdale. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 453 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.

<u>Bethune Elementary</u> - A cafeteria replacement at the existing elementary school located at 2400 Meade Street in the City of Hollywood. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 753 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.

<u>Blanche Ely High School</u> – A phase concurrent replacement at the existing high school located at 1201 N.W. 6th Avenue in the City of Pompano Beach. This replacement will total approximately 54,817 gross square feet. This replacement will serve some 2240 students currently attending this high school. It will provide 22 general classrooms, 5 ESE Self-contained classrooms with related spaces, 2 Art Labs and related spaces, a Family & Consumer Science Culinary Operations Lab, Administration, Teacher Planning, Custodial spaces, and student/staff/public restrooms.

<u>Colbert Elementary</u> - A phase concurrent replacement at the existing elementary school located at 2701 Plunkett Street in the City of Hollywood. This replacement will total approximately 54,817 gross square feet. This replacement will serve some 644 students currently attending this elementary school. It will provide 14 Primary classrooms, 14 Intermediate classrooms, Custodial spaces, and student and staff restrooms.

<u>Cypress Elementary</u> - A cafeteria replacement at the existing elementary school located at 851 S.W. 3 Avenue in the City of Pompano Beach. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 759 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.

<u>Dania Elementary</u> - A cafeteria replacement at the existing elementary school located at 300 S.E. 2nd Avenue in the City of Dania. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 830 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.

<u>Deerfield Beech Elementary</u>- A cafeteria replacement at the existing elementary school located at 650 N.E. 1st Street in the City of Deerfield Beech. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 807 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.

<u>Hollywood Hills Elemenatary</u> - A cafeteria replacement at the existing elementary school located at 3501 Taft Street in the City of Hollywood. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 830 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.

<u>Lanier-James Educational Center</u> – A concurrent replacement at the existing Education Center located at in the City of Hallandale. This replacement will total approximately 18,956 gross square feet. This replacement 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.

<u>Margate Elementary</u> - A cafeteria replacement at the existing elementary school located at 6300 N.W. 18th Street in the City of Margate. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 1028 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.

<u>Mirror Lake Elementary</u> - A cafeteria replacement at the existing elementary school located at 1200 N.W. 72nd Avenue in the City of Fort Lauderdale. This replacement will total approximately 18,956 gross square feet. This cafeteria space will serve some 615 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.

<u>Pembroke Pines Elementary</u> - A cafeteria replacement and Capacity expansion at the existing elementary school located at 6700 S.W. 9th Street in the City of Pembroke Pines. This replacement will total approximately 24,956 gross square feet. This project will serve some 772 students currently attending this elementary school. It will provide 6 Primary classrooms, a student and teacher dining area, a multipurpose/dining/meeting area, kitchen, and student/staff/public restrooms.

<u>Pines Lakes Elementary</u> – A Media replacement at the existing elementary school located at 10300 Johnson Street in the City of Pembrooke Pines. This Media Center will total approximately 13,000 gross square feet. This Media Center will serve some 837 students currently attending this elementary school. It will provide a standalone Media Center, a Technical processing area, an integrated learning center, a Network Specialist Workroom, Media Office, Custodial spaces, and student/staff restrooms.

<u>Stoneman Douglas High School</u> – A 36 classroom addition at the existing high school located at 5901 Pine Island Road in the City of Parkland. This addition will add approximately 42,000 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, custodial areas and student/staff restrooms. It will add approximately 900 student stations to the school's capacity.

<u>Tradewinds Elementary</u> - A land purchase of 4.48 acreas and a 24 classroom addition and at the existing elementary school located at 5400 Johnson Road in the City of Coconut Creek. This addition will add approximately 34,762 gross square feet of permanent building to the campus. It will house Pre K-5 grade students. This addition will provide 12 Primary classrooms, 12 Intermediate classrooms Administration, Teacher Planning, custodial areas and student/staff restrooms. It will add approximately 480 student stations to the school's capacity.

<u>New Elementary School "C"</u> – This school, to be located in the City of Hollywood, will have approximately 116,000 gross square feet and a student capacity of 830. It will house grade PreK-5 students. This school will have 28 Primary classrooms, 13 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, public use facilities, media center, student, staff and public restrooms and various support spaces.

B. Estimated Costs of the Series 2007A-1 Facilities to be Lease Purchased:

Facility	Planning	Acquisition and Construction	Total Project Cost
Elementary School "C" (Area G #1)	\$5,280,000	\$24,000,000	\$29,280,000
Bennett Elementary School	520,500	8,675,000	9,195,500
Bethune Elementary School	2,875,939	13,072,449	15,948,388
Blanche Ely High School	2,640,000	12,000,000	14,640,000
Colbert Elementary School	4,620,000	21,000,000	25,620,000
Cypress Elementary School	580,380	9,673,000	10,253,380
Dania Elementary School	428,564	7,142,735	7,571,299
Deerfield Beach Elementary School	508,808	8,480,136	8,988,944
Hollywood Hills Elementary School	492,780	8,213,000	8,705,780
Lanier-James Education Center	5,426,667	24,666,666	30,093,333
Margate Elementary School	396,390	6,606,500	7,002,890
Mirror Lake Elementary School	644,908	10,748,461	11,393,369
Pembroke Pines Elementary School	1,187,787	13,196,450	14,384,237
Pines Lakes Elementary School	568,430	2,583,772	3,152,202
Marjory Stoneman Douglas High School	750,000	12,500,000	13,250,000
Tradewinds Elementary School	1,320,000	9,203,540	10,523,540
TOTAL	<u>\$28,241,153</u>	<u>\$191,761,709</u>	<u>\$220,002,862</u>

EXHIBIT B TO SCHEDULE 2007A-1

LEGAL DESCRIPTIONS AND PERMITTED ENCUMBRANCES OF SERIES 2007A-1 FACILITY SITES

A. DESCRIPTION OF REAL ESTATE

ELEMENTARY SCHOOL "C"

Portions of Lots 2, 3, 4, 5, 6, 17, 18, 19, 20, and 21 of Block 11 of "Hollywood Little Ranches", according to the Plat thereof as recorded in Plat Book 1, Page 26 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 1, Block 11, of said Plat; thence along the South line of said Block 11, N 90°00'00" W, 140.84 feet; thence N 00°00'00" E, 97.44 feet to the Point of Beginning; thence N 90°00'00" W, 414.13 feet; thence N 00°00'00" E, 213.35 feet; thence N 90° 00'00" E, 414.13 feet; thence S 00°00'00" E, 213.35 feet to the Point of Beginning.

BENNETT ELEMENTARY

DESCRIPTION (LIMITS OF CONSTRUCTION) A PORTION OF BLOCK A OF A RESUBDIVISION OF BLOCKS 49 & 50 OF PROGRESSO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27 PAGE 41 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA. SAID PORTION IS DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF BLOCK "A" AS SHOWN ON SAID PLAT, THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL "A" NORTH 89'58'39" WEST (ASSUMED BEARING) 211.00 FEET; THENCE SOUTH 16'16'09" EAST 28.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY FLORIDA AND CONTAINING 36,851 SQUARE FEET (0.846 ACRES) MORE OR LESS.

BETHUNE ELEMENTARY

[TO COME]

BLANCHE ELY HIGH SCHOOL

A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4)OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 35; THENCE ALONG THE EAST LINE OF THE WEST ONE-HALF (1/2) OF THE EAST ONE-HALF (1/2)OF THE WEST ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 35 NORTH 00'31'38" EAST 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00'31'38" EAST 428.00 FEET; THENCE SOUTH 89'59'27" WEST 87.71 FEET; THENCE NORTH 00'31'38" EAST 113.21 FEET; THENCE SOUTH 89'59'27" WEST 112.86 FEET; THENCE NORTH 00'31'38" EAST 198.43 FEET; THENCE NORTH 89'59'27" EAST 186.57 FEET; THENCE SOUTH 00'31'38" WEST 159.66 FEET; THENCE NORTH 89'59'27" EAST 324.01 FEET; THENCE SOUTH 00'31'38" WEST 580.02 FEET; THENCE NORTH 90'00'00" WEST 310.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPONO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 227291 SQUARE FEET (5.218 ACRES) MORE OR LESS.

COLBERT ELEMENTARY

A PORTION OF THE FOLLOWING DESCRIBED LAND :

ALL OF LOTS 6 THROUGH 12, INCLUSIVE, AND LOTS 15 THROUGH 21, INCLUSIVE, OF BLOCK 10; AND ALL OF LOTS 6 THROUGH 12, INCLUSIVE, AND LOTS 15 TO 21, INCLUSIVE, OF BLOCK 15; AND ALL OF LOTS "A" AND "B" OF BLOCK 11; AND ALL OF LOTS "A" AND "B" OF BLOCK 14; "SOUTH HOLLYWOOD AMENDED", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,

AND

THE WEST HALF OF LOT 4, BLOCK 3, LESS THE NORTH 25 FEET AND THE SOUTH 25 FEET THEREOF FOR ROAD, OF THE SUBDIVISION OF SECTION 21, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE "MAP OF THE TOWN OF HALLANDALE", RECORDED IN PLAT BOOK "B", PAGE 13, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT A, BLOCK 11;

THENCE SOUTH 00°02'45" EAST ALONG THE EAST LINE OF SAID LOTS A AND B, A DISTANCE OF 151.50 FEET;

THENCE SOUTH 89'57'15" WEST, A DISTANCE OF 23.00 FEET;

THENCE SOUTH 00°02'45" EAST, A DISTANCE OF 43.67 FEET;

THENCE SOUTH 70'05'47" WEST, A DISTANCE OF 157.10 FEET;

THENCE NORTH 19"54'13" WEST, A DISTANCE OF 59.00 FEET;

THENCE SOUTH 70.05'47" WEST, A DISTANCE OF 107.15 FEET;

THENCE NORTH 19"54'13" WEST, A DISTANCE OF 8.88 FEET;

THENCE SOUTH 70.05'47" WEST, A DISTANCE OF 39.63 FEET;

THENCE SOUTH 19*54'13" EAST, A DISTANCE OF 74.08 FEET;

THENCE NORTH 70°05'47" EAST, A DISTANCE OF 6.80 FEET;

THENCE SOUTH 19"54'13" EAST, A DISTANCE OF 47.15 FEET;

THENCE SOUTH 70.05'47" WEST, A DISTANCE OF 77.97 FEET;

THENCE NORTH 19"54'13" WEST, A DISTANCE OF 23.16 FEET;

THENCE SOUTH 70°05'47" WEST, A DISTANCE OF 219.81 FEET;

THENCE NORTH 19'54'13" WEST, A DISTANCE OF 103.12 FEET;

THENCE SOUTH 89"57'15" WEST, A DISTANCE OF 67.98 FEET;

THENCE NORTH 00°02'45" WEST ALONG THE WEST LINE OF SAID LOTS 6 AND 21, BLOCK 10 AND SOUTHERLY EXTENSION, A DISTANCE OF 329.19 FEET;

THENCE NORTH 90"00" EAST ALONG THE NORTH LINE OF SAID BLOCK 10 AND ITS ITS EASTERLY EXTENSION, A DISTANCE OF 675.23 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA; CONTAINING 202,465 SQUARE FEET (4.6480 ACRES) MORE OR LESS.

CYPRESS ELEMENTARY

A portion of the North one-half (N ½) of the North one-half (N ½) of the Northwest one-quarter (NW ¼) of the Southeast one-quarter (SE ¼) lying East of the East right-of-way line of the Florida East Coast Railroad of Section 2, Township 49 South, Range 42 East, Broward County, Florida.

Those portions of S.W. 9th Street and S.W. Flagler Avenue, as shown on said plat, which lie West of the Southerly extension of the East line of said Parcel "E", South of the Westerly extension of the North line of said Parcel "E", and North of the Easterly extension of the South line of said Parcel "G", being more particularly described as follows:

Commencing at the Southwest corner of Parcel "G", CYPRESS PLAZA, according to the Plat thereof, as recorded in Plat Book 55, Page 9, of the Public Records of Broward County, Florida; thence South 59° 58' 59" East, on the South line of said Parcel "G", a distance of 280.37 feet to the Point of Beginning; thence North 00° 00' 00" East, a distance of 25.88 feet; thence North 90° 00' 00" East, a distance of 97.63 feet; thence South 00° 00' 00" West, a distance of 53.50 feet; thence North 90° 00' 00" East, a distance of 13.50 feet; thence South 00° 00' 00" West, a distance of 40.54 feet; thence South 90° 00' 00" West, a distance of 13.50 feet; thence South 00° 00' 00" West, a distance of 25.92 feet; thence South 90° 00' 00" West, a distance of 10.34 feet; thence South 00° 00' 00" West, a distance of 11.67 feet; thence South 00° 00' 00" West, a distance of 50.33 feet; thence South 90° 00' 00" West, a distance of 11.67 feet; thence South 00° 00' 00" West, a distance of 50.33 feet; thence South 90° 00' 00" West, a distance of 11.67 feet; thence South 00° 00' 00" West, a distance of 50.33 feet; thence South 90° 00' 00" West, a distance of 11.67 feet; thence South 00° 00' 00" West, a distance of 50.33 feet; thence South 90° 00' 00" West, a distance of 11.67 feet; thence South 00° 00' 00" West, a distance of 50.33 feet; thence South 90° 00' 00" West, a distance of 11.67 feet; thence South 00° 00' 00" West, a distance of 50.33 feet; thence South 90° 00' 00" West, a distance of 10.75 feet to the Point of Beginning.

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

DANIA ELEMENTARY

A portion of the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of the Northeast one-quarter (NE ¼) of Section 3, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Northeast corner of Parcel "A", LETO SQUARE, according to the Plat thereof, as recorded in Plat Book 166, Page 12, of the Public Records of Broward County, Florida; thence North 89° 33' 26" East, on the North line of said South 400 feet of the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of the Northeast one-quarter (NE ¼) of Section 3, Township 51 South, Range 42 East, a distance of 228.15 feet; thence South 00° 00' 00" East, a distance of 28.12 feet to the Point of Beginning; thence continuing South 00° 00' 00" East, a distance of 187.50 feet; thence North 90° 00' 00" East, a distance of 97.50 feet; thence North 00° 00' 00" West, a distance of 53.50 feet; thence North 90° 00' 00" East, a distance of 13.50 feet; thence North 00° 00' 00" West, a distance of 13.50 feet; thence North 00° 00' 00" West, a distance of 13.50 feet; thence South 90° 00' 00" West, a distance of 13.50 feet; thence South 00° 00' 00" West, a distance of 13.50 feet; thence South 00° 00' 00" West, a distance of 13.50 feet; thence South 00° 00' 00" West, a distance of 13.50 feet; thence South 00° 00' 00" West, a distance of 13.50 feet; thence South 90° 00' 00" West, a distance of 10.17 feet; thence North 00° 00' 00" West, a distance of 17.50 feet; thence South 90° 00' 00" West, a distance of 11.83 feet; thence North 00° 00' 00" West, a distance of 50.16 feet; thence South 90° 00' 00" West, a distance of 75.50 feet, to the Point of Beginning.

Said land situate, lying and being in the City of Dania, Broward County, Florida.

DEERFIELD BEACH ELEMENTARY

Commencing at the Northwest corner of Government Lot 2, in Section 6, Township 48 Sauth, Range 43 East; thence East along the North boundary of said Government Lot 2, a distance of 25 feet; thence Southerly and parallel to the West boundary of said Government Lot 2, a distance of 30 feet to the Paint of Beginning: thence East along the South right-of-way line of N. E. 2nd Street and parallel to the said North boundary of Government Lot 2, a distance of 1019.76 feet; thence Southerly with an included angle of 90° 33′ 25″, a distance of 629.39 feet; thence Westerly with an included angle of 89° 30′ 00″, a distance of 692.50 feet; thence Northerly along the Easterly right-of-way line of N.E. 7th Avenue, with an included angle of 90° 22′ 24″, a distance of 290.09 feet; thence Westerly along the Northerly right-of-way line of N.E. 1st Street with an included angle of 269° 34′ 1 2″, a distance of 329.14 feet; thence Northerly along the Easterly right-of-way line of N.E. 6th Avenue and parallel to the West boundary of said Government Lot 2 with an included angle of 90° 23′ 08″, a distance of 339.90 feet to the Point of Beginning. Excluding a 25 foot strip in the East portion which is deeded to the City of Deerfield Beach, Florida, for street purposes as shown hereon.

HOLLYWOOD HILLS HIGH SCHOOL

A portion of Block 40 and Block 41, and a portion of that part of Taft Street lying between said Block 40 and said Block 41, in HOLLYWOOD HILLS, according to the Plat thereof, as recorded in Plat Book 6, at Page 22, of the Public Records of Broward County, Florida.

Commence at the westernmost southeast corner of Lot 27, of said Block 40; thence along the South line of said Lot 27 and its westerly prolongation, South 90° 00' 00" West 257.71 feet, to the Point of Beginning; thence South 00° 00' 00" East 3.13 feet; thence South 69° 04' 31" West 91.24 feet to a point on a 40.00 foot radius curve concave to the Northwest; thence Southwesterly along said curve through a central angle of 92° 14' 23" an arc distance of 64.40 feet to a point of compound curvature of a 1444.00 foot radius curve concave to the north; said curve also being the southerly boundary of said Block 41; thence westerly along said curve through a central angle of 17° 03' 03" an arc distance of 429.73 feet to a point of non-tangency; thence North 00° 00' 00" East 278.43 feet; thence North 90° 00' 00" East 531.20 feet; thence South 00° 00' 00" East 115.02 feet to the Point of Beginning.

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

LANIER-JAMES EDUCATION CENTER

A portion of Blocks 8 and 10, MEEKINS ADDITION NO. 1 AMENDED, according to the Plat thereof, as recorded in Plat Book 26, Page 50, of the Public Records of Broward County, Florida, together with a Parcel "A", MEEKINS ADDITION NO. 1, according to the Plat thereof, as recorded in Plat Book 26, Page 5, of the Public Records of Broward County, Florida. Also together with portions of N.W. 7th Street, N.W. 7th, N.W. 11th Avenue now vacated per O.R. Book 2108, Page 815 and O.R. Book 2031, Page 337, of the Public Records of Broward County, Florida, all more fully described as follows:

Commencing (1) at a point on the East line of said Tract "A", said point being 585.00 feet North South of line of said Tract "A"; thence South 89° 59' 43" West, on a line 585.00 feet North of and part of the South line of said Tract "A", a distance of 96.37 feet (93.18 feet plat) to a point on a line East of and parallel with the East right-of-way line of interstate 95; thence South 00° 76' 03" West East parallel line, a distance of 492.46 feet; thence South 89° 43' 57" East, a distance of 13.21 feet to the Point of Beginning (1); thence South 15° 07' 15" East, a distance of 85.30 feet; thence North 74° 52' 45" East, a distance of 79.26 feet to a Reference Point "A"; thence North 15° 07' 15" West, a distance of 85.30 feet; thence South 74° 52' 45" West, a distance of 79.26 feet to the Point of Beginning (1).

TOGETHER WITH:

Commencing (2) at the aforementioned Reference Point "A"; thence North 74° 52' 45" East, a distance of 14.98 feet to the Point of Beginning (2); thence continuing North 74° 52' 45" East, a distance of 33.83 feet; thence North 75° 52' 45" East, a distance of 38.83 feet; thence South 15° 07' 15" East, a distance of 28.88 feet; thence South 74° 52' 45" West, a distance of 10.65 feet; thence South 15° 07' 15" East, a distance of 14.67 feet; thence North 83° 25' 59" East, a distance of 11.08 feet; thence South 89° 36' 50" East, a distance of 56.34 feet; thence North 15° 07' 15" West, a distance of 77.57 feet; thence North 74° 52' 45" East, a distance of 7.54 feet; thence North 15° 07' 15" West, a distance of 28.86 feet; thence South 74° 52' 45" West, a distance of 5.30 feet; thence North 15° 07' 15" West, a distance of 35.39 feet; thence North 74° 52' 45" East, a distance of 2.96 feet; thence North 12° 24' 54" West, a distance of 33.43 feet; thence North 14° 37' 15" West, a distance of 27.66 feet; thence North 16° 37' 34" West, a distance of 14.28 feet; thence North 18° 29' 04" West, a distance of 24.59 feet; thence South 74° 52' 45" West, a distance of 24.27 feet; thence North 15° 07' 15" West, a distance of 31.51 feet; thence South 74° 52' 45" West, a distance of 86.73 feet; thence South 15° 07' 15" East, a distance of 93.76 feet; thence South 74° 52' 45" West, a distance of 158.64 feet; thence South 15° 07' 15" East, a distance of 4.83 feet; thence South 74° 52' 45" West, a distance of 17.06 feet; thence South 15° 07' 15" East, a distance of 32.63 feet; thence North 74° 52' 45" East, a distance of 4.00 feet; thence South 15° 07' 15" East, a distance of 10.32 feet; thence South 74° 52' 45" West, a distance of 4.00 feet; thence South 15° 07' 15" East, a distance of 37.58 feet to the Point of Beginning (2).

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

MARGATE ELEMENTARY

A portion of Parcel "C", RESUBDIVISION OF IBEC ADDITION NO. 4, according to the plat thereof, as recorded in Plat Book 50, Page 29, of the public records of Broward County, Florida, all more fully described as follows:

Commencing(1) at the Northwest corner of said Parcel "C"; thence North 75'09'08" East, along North line of said parcel "C", a distance of 252.49 feet; thence South 14'50'52" East, a distance of 25.10 feet to the Point of Beginning(1); thence South 01'55'09" West, a distance of 97.50 feet; thence South 88'04'51" East, a distance of 187.50 feet; thence North 01'55'09" East, a distance of 75.50 feet; thence North 88'04'51" West, a distance of 67.66 feet; thence North 01'55'09" East, a distance of 22.00 feet; thence North 88'04'51" West, a distance of 25.92 feet; thence North 88'04'51" West, a distance of 13.50 feet; thence North 88'04'51" West, a distance of 13.50 feet; thence North 88'04'51" West, a distance of 40.41 feet; thence North 88'04'51" West, a distance of 13.50 feet; thence North 88'04'51" West, a distance of 13.50 feet;

MIRROR LAKE ELEMENTARY

A portion of EVERGLADES PLANTATION COMPANY, AMENDED, Subdivision of Section 34, Township 49 South, Range 41 East, according to the plat thereof as recorded in Plat Book 2 at Page 7 of the Public Records of Dade County, Flanks, being mare particularly described as fallows COMMENCING of the Northeast corner of MIRROR LAKE ESTATES SECTION ONE, according to the plat thereof recorded in Plat Book 62 at Page 32 of the Public Records at Broward County. Flocida, Unarte North 88 21 20" Mest along North boundary of sold killeron LAKE ESTATES. SECTION ONE, a distance of 329 29 last; thence North 00 46 33" East, a distance of 105.00 lest to the FORM OF BEGRINING. thence continuing North 0036'33" East, a distance of 187.66 feet; thence North 891327" West, a distance of 97.65 feet thence South 00'46'33" West a distance of 53.31 leet thence North 8973'27" West a distance of 13.50 Ret thence South 00.4033" West, a distance of 40.54 Ret thence South 891527" East & distance of 13.50 feet; thence South 00'46'35" West o distance of 25.93 feet; thence South 8973'27" East, a distance of 10.11 feet; thence South 00.46'33" West a distance of 17.57 feet thence South 8973'27" basks a distance of 11.90 feet thence South 00.46'33" West & distance of 50.11 feet thence South 8975 27 East a distance of 75.64 leet to the POINT OF BEGINNING. Said land situate, lying and being in the City of Plantation, Broward County, Florida, containing 17,591 square leet more aclass. and

PEMBROKE PINES ELEMENTARY

Anna and second a second water with the second second That part of the Northwest Quarter of Section 23, Township 51 South, Range 41 East, Broward County, Florida. Described as follows: Commencing at the Northeast corner of the Northeast one quarter (NEX) of said Section 23, run South 87'40'07" West along the North line of said Northeast one quarter (NEX) a distance of 1,688 feet; thence run South 02'01'13" East parallel to the East line of said Northeast one quarter (NE%) a distance of 557.44 leet; thence South 8738'45" West, a distance of 139.61 feet to the Point of Beginning; thence continuing thence South 87'38'45" West, a distance of 187.46 feel; thence South 02'21"15" East, a distance of 75.48 feet; thence North 87'38'45" East, a distance of 67.65 feat; thence South 02'21'15" East, a distance of 22.00 feel; thence North 87'38'45" East, a distance of 25.92 feet; thence South 02'21'15" East, a distance of 13.49 feet; thence North 87:38'45" East, a distance of 40.40 feel; theoce North 02'21'15" West, a distance of 13.50 feet; thence North 87'38'45" East, a distance of 53.49 feet; thence North 02'21'15" West, a distance of 97.48 feet to the Point of Beginning. Said land situate, lying and being in the City of Hollywood, Broward County, Florida, and containing 17,331 square feet

more or less.

PINES LAKES ELEMENTARY

A PORTION OF SECTION 18, TOWNSHIP 51 SOUTH, RANGE 41 EAST, SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE ALONG THE NORTH LINE OF SAID SECTION 18, SOUTH 87'51'18" WEST 660.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 660.00 FEET WEST OF THE EAST LINE OF SAID SECTION 18, SOUTH 02'08'02" EAST 53.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JOHNSON STREET; THENCE CONTINUE ALONG SAID PARALLEL LINE, SOUTH 02'08'02" EAST 537.00 FEET; THENCE SOUTH 87'51'18" WEST 344,29 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE PARALLEL WITH AND 170.00 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 103RD AVENUE, AS SHOWN ON PEMBROKE POINT SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 38, BROWARD COUNTY RECORDS, FLORIDA, SOUTH 02'08'02" EAST 245.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 65.00 FEET NORTH OF THE NORTH LINE OF PARCEL "A", PEMBROKE PINES SENIOR CAMPUS, AS RECORDED IN PLAT BOOK 159, PAGE 26, BROWARD COUNTY RECORDS, FLORIDA, SOUTH 87 51'18" WEST 90.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 80.00 FEET EAST OF THE EAST LINE OF SAID NORTHWEST 103RD AVENUE, NORTH 02'08'02" WEST 245.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 537.00 FEET SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID JOHNSON STREET, NORTH 87'51'18" EAST 90.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 22050 SQUARE FEET (0.506 ACRES) MORE OR LESS.

<u>ADDRESS:</u> 10300 JOHNSON STREET PEMBROKE PINES, FLORIDA 33026

STONEMAN DOUGLAS HIGH SCHOOL

A PORTION OF PARCEL "A" OF "SCHOOL SITE JOIO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER SAID PARCEL "A"; THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" SOUTH 89'40'33" EAST 1034.09 FEET; THENCE SOUTH 00'50'59" EAST 326.91 FEET TO THE POINT OF BEGINNING '1'; THENCE NORTH 89'09'01" EAST 250.00 FEET; THENCE SOUTH 00'50'59" EAST 115.00 FEET; THENCE SOUTH 89'09'01" WEST 250.00 FEET; THENCE NORTH 00'50'59" WEST 115.00 FEET TO THE POINT OF BEGINNING '1'.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PARKLAND, BROWARD COUNTY, FLORIDA AND CONTAINING 28750 SQUARE FEET (0.660 ACRES) MORE OR LESS.

TOGETHER WITH A PORTION OF PARCEL "A" OF "SCHOOL SITE 3010", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER SAID PARCEL "A"; THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" SOUTH 89'40'33" EAST 1034.09 FEET; THENCE SOUTH 00'50'59" EAST 808.81 FEET; THENCE SOUTH 89'09'01" WEST 76.26 FEET TO THE POINT OF BEGINNING '2'; THENCE SOUTH 00'50'59" EAST 115.00 FEET; THENCE SOUTH 89'09'01" WEST 115.00 FEET; THENCE NORTH 00'50'59" WEST 115.00 FEET; THENCE NORTH 89'09'01" EAST 115.00 FEET TO THE POINT OF BEGINNING '2'.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PARKLAND, BROWARD COUNTY, FLORIDA AND CONTAINING 13225 SQUARE FEET (0.304 ACRES) MORE OR LESS.

TRADEWINDS ELEMENTARY

[TO COME]

B. PERMITTED ENCUMBRANCES

ELEMENTARY SCHOOL "C"

PERMITTED ENCUMBRANCES

- 1. All matters contained on Plat of Hollywood Little Ranches Amended, as recorded in Plat Book 1, Page 26, Public Records of Broward County, Florida
- 2. Utility easement granted by The City of Hollywood to Florida Power & Light Company recorded in O.R. Book 391, Page 516, Public Records of Broward County, Florida.
- 3. Utility easement granted by Isaac Green to Florida Power & light Company recorded in O.R. Book 368, Page 126, Public Records of Broward County, Florida.
- Lease Agreement dated June 19, 2007 between The School Board of Broward County, Florida and The City of Hollywood recorded in O.R. Book 44283, Page 1130, Public Records of Broward County, Florida.

BENNETT ELEMENTARY

- All matters contained on the Plat of PROGRESSO, as recorded in Plat Book 2, Page(s) 18, Public Records of Miami-Dade County, Florida. said lands now lying, being and situate in Broward County, Florida.
- All matters contained on the Plat of PROGRESSO RESUBDIVISION, as recorded in Plat Book 27, Page(s) 41, Public Records of Broward County, Florida.
- Easements recorded in O.R. Book 9178, Page 386, O.R. Book 20439, Page 165 Public Records of Broward County, Florida.
- Ordinance recorded in O.R. Book 18512, Page 383, Public Records of Broward County, Florida.

BETHUNE ELEMENTARY

[TO COME]

BLANCHE ELY HIGH SCHOOL

1. All matters contained on the map or plat of Subdivision of Section 35, Township 48 South, Range 42 East, as recorded in Plat Book B, Page 76, 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 Clerk's File Number 1943-237846, Public Records of Broward County, Florida.

3. Reservations in favor of the Board of Commissioners of Everglades Drainage District, as set forth in Deed No. 601, recorded in Deed Book 446, Page 367, which was partially released by OR Book 690, Page 527, Public Records of Broward County, Florida.

4. Perpetual Easement to the City of Pompano Beach recorded in Deed Book 316, Page 313, together with and as affected by the Easement and Release recorded in Deed Book 322, Page 165, Public Records of Broward County, Florida.

5. Easement to Florida Power & Light Company recorded in OR Book1104, Page 24, Public Records of Broward County, Florida.

6. Easement to Florida Power & Light Company recorded in OR Book 1169, Page 410, Public Records of Broward County, Florida.

7. Easement to Florida Power & Light Company recorded in OR Book 1169, Page 412, Public Records of Broward County, Florida.

8. Right-of-Way Easement to Southern Bell Telephone and Telegraph Company recorded in OR Book 4569, Page 43, Public Records of Broward County, Florida.

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

10. Deed of Easement to Southern Bell Telephone and Telegraph Company recorded in OR Book 13955, Page 206, Public Records of Broward County, Florida.

11. Quit Claim Deed from The School Board of Broward County, Florida, to the City of Pompano Beach, recorded April 11, 2003, in OR Book 34931, Page 120, Public Records of Broward County, Florida.

12. Easement to Florida Power & Light Company recorded in OR Book 38379, Page 945, Public Records of Broward County, Florida.

COLBERT ELEMENTARY

- 1. Reservations contained in Deed recorded in Deed Book 668, Page 464, Public Records of Broward County, Florida.
- Restrictions, conditions, reservations, easements, and other matters contained on the Plat of AMENDED PLAT OF SOUTH HOLLYWOOD, as recorded in Plat Book 4, Page(s) 10, Public Records of Broward County, Florida.
- 3. Memorandum of Series 2005B Ground Lease recorded in O.R. Book 39978, Page 746, Public Records of Broward County, Florida.
- 4. Memorandum of Series 2005B Lease recorded in O.R. Book 39978, Page 752, Public Records of Broward County, Florida.

CYPRESS ELEMENTARY

- 1. Easement in favor of Florida Power & Light Company, contained in instrument recorded June 2, 1971, in O.R. Book 4514, Page 695, Public Records of Broward County, Florida.
- Easement in favor of City of Pompano Beach, contained in instrument recorded November 27, 1979, in O.R. Book 8580, Page 50, Public Records of Broward County, Florida.
- Easement in favor of City of Pompano Beach, contained in instrument recorded November 27, 1979, in O.R. Book 8580, Page 51, Public Records of Broward County, Florida.
- 4. Ordinance recorded in O.R. Book 36688, Page 1063, Public Records of Broward County, Florida.
- 5. Leases recorded in O.R. Book 39978, Page 704, O.R. Book 39978, Page 720, Public Records of Broward County, Florida. (To be released).

DANIA ELEMENTARY

- Easement recorded in O.R. Book 3142, Page 467, Public Records of Broward County, Florida.
- Right of Way Deed recorded in Clerk's File Number 1940-200921, Public Records of Broward County, Florida.

DEERFIELD BEACH ELEMENTARY

1. All matters contained on the Plat of Deerfield Beach Estates, as recorded in Plat Book 38, Page 45, Public Records of Broward County, Florida.

2. Easement Deed to the City of Deerfield Beach recorded in O.R. Book 3945, Page 120, Public Records of Broward County, Florida.

3. Easement Deed to the City of Deerfield Beach recorded in O.R. Book 16814, Page 601, Public Records of Broward County, Florida.

4. Easement Deed to the City of Deerfield Beach, recorded in O.R. Book 19831, Page 307, Public Records of Broward County, Florida.

HOLLYWOOD HILLS HIGH SCHOOL

- All matters contained on the Plat of HOLLYWOOD HILLS, as recorded in Plat Book 6, Page 22, Public Records of Broward County, Florida.
- Ordinances recorded in O.R. Book 417, Page 346, O.R. Book 417, Page 57; O.R. Book 11148, Page 995, Public Records of Broward County, Florida.

LANIER-JAMES EDUCATION

CENTER

- Restrictions, conditions, reservations, easements, and other matters contained on the Plat of MEEKINS ADDITION NO. 1 AMENDED, as recorded in Plat Book 26, Page 50, as amended by the Resolutions recorded in O.R. Book 2031, Page 335 and O.R. Book 2108, Page 814, together with the Warranty Deed to Broward County, recorded in O.R. Book 2059, Page 82 and Quit-Claim Deed to the City of Hallandale, recorded in O.R. Book 7163, Page 194, Public Records of Broward County, Florida.
- Easement Deeds to the City of Hallandale recorded in O.R. Book 5608, Page 258, O.R. Book 5608, Page 259 and O.R. Book 5608, Page 262, Public Records of Broward County, Florida.
- Easement to Florida Power & Light Company recorded in O.R. Book 7211, Page 820, Public Records of Broward County, Florida.
- Resolution recorded in O.R. Book 14633, Page 682, Public Records of Broward County, Florida.
- Easement recorded in O.R. Book 32236, Page 1666, Public Records of Broward County, Florida.

MARGATE ELEMENTARY

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

MIRROR LAKE ELEMENTARY

1. All matters contained on the Plat of Everglades Plantation Company, Amended, as recorded in Plat Book 2, Page7, Public Records of Miami-Dade County, Florida, together with Quit Claim Deed to Broward County recorded in Deed Book 793, Page 465 and Warranty Deed to the City of Plantation recorded in Deed Book 4192, Page 285, Public Records of Broward County, Florida.

2. Oil, gas, mineral, or other reservations as set forth in deed by J.D. Hawkins and Ruby M. Hawkins recorded in Deed Book 494, Page 476, Public Records of Broward County, Florida. No determination has been made as to the current record owner for the interest excepted herein (Note: The rights of entry and/or exploration have been eliminated by M.R.T.A.).

3. Oil, gas, mineral, or other reservations as set forth in deed by Frederick C. Peters and Berenice Todd Peters recorded in Deed Book 581, Page 59, Public Records of Broward County, Florida. No determination has been made as to the current record owner for the interest excepted herein (Note: The rights of entry and/or exploration have been eliminated by M.R.T.A.).

4. Special Warranty Deed from The Board of Public Instruction of Broward County, Florida, to City of Plantation, recorded July 22, 1969, in O.R. Book 3982, Page 894, Public Records of Broward County, Florida.

5. Special Warranty Deed from The Board of Public Instruction of Broward County, Florida, to City of Plantation, recorded July 22, 1969, in O.R. Book 3982, Page 896, Public Records of Broward County, Florida.

6. Easement to Florida Power & Light Company recorded in O.R. Book 4514, Page 641, Public Records of Broward County, Florida.

PEMBROKE PINES ELEMENTARY

1. All matters contained on the Plat of Amended Plat of Hollywood Pines No. 2, as recorded in Plat Book 16, Page 6, Public Records of Broward County, Florida.

2. Reservations in favor of the State of Florida, as set forth in Deed No. 16198 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.

3. Reservations in favor of the Board of Commissioners of Everglades Drainage District, as set forth in Deed No. 510 recorded in Deed Book 10, Page 86, Public Records of Broward County, Florida.

4. Easement to West Hollywood Utility Co. recorded in O.R. Book 2060, Page 424, Public Records of Broward County, Florida.

5. Agreement with West Hollywood Utility Co. recorded in O.R. Book 2060, Page 428, Public Records of Broward County, Florida.

6. Easement to Florida Power & Light Company recorded in O.R. Book 5109, Page 498, Public Records of Broward County, Florida.

7. Easement to Florida Power & Light Company recorded in O.R. Book 21356, Page 472, Public Records of Broward County, Florida.

8. Easement to Broward County recorded in O.R. Book 23753, Page 123, Public Records of Broward County, Florida.

9. Utility Easement to Bellsouth Telecommunications, Inc. recorded in O.R. Book 41725, Page 1656, Public Records of Broward County, Florida.

PINES LAKES ELEMENTARY

- All matters contained on Plat of The Everglades Sugar & Land Company Subdivision, as recorded in Plat Book 2, Page 39, Public Records of Miami-Dade County, Florida; as affected by Broward County Resolution recorded in O.R. Book 10533, Page 806, Public Records of Broward County, Florida.
- Easement to Florida Power & Light Company recorded in O.R. Book 8454, Page 216, Public Records of Broward County, Florida.
- Easement to Florida Power & Light Company recorded in O.R. Book 11491, Page 294, Public Records of Broward County, Florida.
- Easement to Florida Power & Light Company recorded in O.R. Book 12966, Page 775, Public Records of Broward County, Florida.
- Resolution No. 2000-06 of the South Broward Drainage District recorded in O.R. Book 31125, Page 1113, Public Records of Broward County, Florida.
- Reservations for ingress and egress contained in the deed dated June 2, 1978 recorded in Deed Book 7595, Page 104, Public Records of Broward County, Florida.
- Reservations for minerals contained in deed dated February 18, 1965 recorded in O.R. Book 321, Page 403, Public Records of Broward County, Florida.
- Reservations of mineral as in deed dated December 4, 1951 recorded in Deed Book 756, Page 152, Public Records of Broward County, Florida.

STONEMAN DOUGLAS HIGH SCHOOL

1. All matters contained on the Plat of School Site 3010, as recorded in Plat Book 138, Page 16, together with the Warranty Deed to North Springs Improvements District recorded in O.R. Book 16031, Page 560, Public Records of Broward County, Florida.

2. Reservations in favor of the State of Florida, as set forth in Deed No. 16198 from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 240, Public Records of Miami-Dad County, Florida.

3. Reservations in favor of the State of Florida, as set forth in Deeds from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 395, Page 422 (which was corrected by Deed Book 625, Page 7) and Deed Book 398, Page 434 (which was corrected by Deed Book 625, Page 9), as affected by the Affidavit of Surveyor recorded in O.R. Book 11519, Page 815, Public Records of Broward County, Florida.

4. Grant of Easement to North Springs Improvement District recorded in O.R. Book 14703, Page 220, Public Records of Broward County, Florida.

5. Flowage Easement to North Springs Improvements District recorded in O.R. Book 15512, Page 25, Public Records of Broward County, Florida.

6. Easement to Florida Power & Light Company recorded in O.R. Book 16619, Page 342, Public Records of Broward County, Florida.

TRADEWINDS ELEMENTARY

[TO COME]

EXHIBIT C TO SCHEDULE 2007A-1

Series 2015A Certificate of Participation

<u>Interest</u>

Portion

<u>Period</u> Ending <u>Principal</u> <u>Portion</u>

<u>Lease</u> <u>Payment</u> <u>Remaining</u> <u>Principal</u>