

**Amended and Restated Schedule No. 1991A-1
dated as of May 15, 1991
As Amended as of June 1, 1997,
As Further Amended as of June 1, 2004
And As Further Amended and Restated as of [DOCUMENT DATE]
to the
Master Lease Purchase Agreement dated as of
July 1, 1990, as amended as of December 20, 2000**

Among

**U.S. Bank National Association
(successor in interest to First Union National Bank of Florida)
as Trustee and Assignee of
Broward School Board Leasing Corp., as Lessor
(the "Trustee")**

and

**Broward School Board Leasing Corp.
(the "Corporation")**

and

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

THIS AMENDED AND RESTATED SCHEDULE NO. 1991A-1 is hereby entered into as of May 15, 1991, as amended as of June 1, 1997, as further amended as of June 1, 2004, and as amended and restated as of [DOCUMENT DATE] (the "Schedule 1991A-1"), under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000 (the "Master Lease"), pursuant to which the Corporation has agreed to lease purchase unto the School Board and the School Board has agreed to lease purchase from the Corporation, subject to the terms and conditions of the Master Lease incorporated herein, the Series 1991A-1 Facilities herein described. The Trustee, as Assignee of the Corporation, hereby demises, leases and subleases to the School Board, and the School Board hereby hires, takes, leases and subleases from the Trustee, the Series 1991A-1 Facilities and the Series 1991A-1 Facility Sites described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 in the Series 1991A 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 1991A-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 All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby are incorporated herein by reference.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 1991A-1 Lease the following terms have the meaning set forth below. All terms not otherwise defined herein shall have the respective meanings set forth in the Master Lease, or in the Trust Agreement, including the Series 2010B Supplemental Trust Agreement.

“Assignment Agreement” shall mean the Series 1991A Assignment Agreement dated as of May 15, 1991, between the Corporation and the Trustee.

“Certificates” or “Series of Certificates” shall mean the Series 2010B Certificates.

“Commencement Date” for the Series 1991A-1 Lease is May 15, 1991.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate, dated [CLOSING DATE], executed and delivered by the School Board in connection with the issuance of the Series 2010B Certificates.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2010B Certificates required to comply with the Rule in connection with the offering of the Series 2010B Certificates.

“Rating Agency” shall mean each of Moody’s Investors Service, Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. and Fitch Ratings and any other nationally recognized rating service not unacceptable to the Series 2010B Credit Facility Issuer which shall have provided a rating on any Outstanding Series 2010B Certificates (hereinafter defined).

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

“Series 1991A-1 Facilities” shall mean the Facilities described in this Schedule 1991A-1.

“Series 1991A-1 Facility Sites” shall mean the Facility Sites described in the Series 1991A Ground Lease leased by the School Board to the Corporation, as the same may be amended or supplemented from time to time.

“Series 1991A Ground Lease” shall mean the Series 1991A Ground Lease dated as of May 15, 1991, as amended as of June 1, 2004, between the School Board as Lessor and the Corporation as Lessee, as the same may be amended or supplemented from time to time.

“Series 2010B Certificates” shall mean the \$[PAR AMOUNT] Certificates of Participation, Series 2010B dated as of [CLOSING DATE], issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

“Series 2010B Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2010B Credit Facility Issuer on [CLOSING DATE], insuring the payment when due of the principal portions and interest portions of Basic Lease Payments represented by the Series 2010B Certificates.

“Series 2010B Credit Facility Issuer” shall mean [INSURER], or any successor thereto or assignee thereof.

“**Series 2010B Supplemental Trust Agreement**” shall mean the Series 2010B Supplemental Trust Agreement dated as of [DOCUMENT DATE] between the Corporation and the Trustee.

SECTION 2. Lease Term. The total of all Lease Terms of the Series 1991A-1 Lease are expected to be approximately twenty (20) years consisting of an “Original Term” of approximately sixty-one (61) days from May 15, 1991, through and including June 30, 1991, and twenty (20) Renewal Terms of twelve (12) months, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 1991, and ending June 30, 2011. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article III of the Master Lease.

SECTION 3. Series 1991A-1 Facilities to be Lease Purchased. A general description of the Series 1991A-1 Facilities and the estimated costs of the Series 1991A-1 Facilities to be lease-purchased under the Series 1991A-1 Lease are as set forth 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 1991A-1 Facility Sites to be Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 1991A-1 Facility Sites to be ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are as set forth in **Exhibit B** hereto. Substitutions may be made in accordance with the requirements of the Master Lease and the Series 1991A Ground Lease.

SECTION 5. Application of Certain Proceeds. Pursuant to the provisions of Section 402 of the Series 2010B Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 1991A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2010B Certificates:

<u>Amount</u>	<u>Account</u>
\$ _____	Escrow Deposit Trust Fund
\$ _____	Series 2010B Cost of Issuance Subaccount

SECTION 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (June 15 and December 15) and the remaining principal portion with respect to the Series 1991A-1 Facilities to be lease purchased, which amounts are represented by the Series 2010B Certificates attributable to such Facilities, are set forth in **Exhibit C** hereto. The Schedule of Basic Lease Payments set forth in **Exhibit C** shall be no less than the principal and interest payments with respect to the Series 2010B Certificates allocable to the Series 1991A-1 Lease 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 the Series 2010B Certificates allocable to the Series 1991A-1 Lease pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of Series 2010B Certificates pursuant to Article III of the Series 2010B Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by the Series 2010B 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 2010B 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 2010B Certificates consist of the following:

1. Trustee and Escrow Agent Fees: Acceptance Fee of [\$ _____] (Trustee) and [\$ _____] (Escrow Agent). Annual fee [\$ _____] (Trustee), plus activity charges, and [\$ _____].
2. Trustee and Escrow Agent Expenses: [_____] for counsel fees plus closing costs billed at cost.

SECTION 8. Prepayment Provisions. The principal portion of the Basic Lease Payments due as provided in Section 6 of this Schedule 1991A-1 are not subject to prepayment.

SECTION 9. Other Special Provisions.

A. Representations. (1) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 1991A-1 Facility Sites, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 1991A-1 Facility Sites.

(2) 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 1991A-1 and all references therein to the Facilities shall include the Series 1991A-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 1991A-1 and all references therein to the Facilities shall include the Series 1991A-1 Facilities, and except as otherwise provided below.

(3) The School Board and the Corporation hereby represent that the Master Lease is in effect and that to their knowledge there are no defaults on the date of execution of this Amended and Restated Schedule 1991A-1 under the Series 1991A-1 Lease, the Series 1991A Ground Lease or the Trust Agreement. The Trustee hereby represents that it has not received any notice to the contrary.

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 2010B Credit Facility Issuer at the following address:

[INSURER]
[ADDRESS]
[CITY], [STATE] [ZIP]

C. Continuing Disclosure. For purposes of the Series 1991A-1 Lease, the School Board hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 1991A-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Series 2010B Certificates and upon being indemnified to its satisfaction, shall) or any Holder of the Series 2010B 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 which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2010B Certificates (including persons holding Series 2010B Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2010B Certificates for federal income tax purposes.

D. Notice of Amendments. 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 1991A-1 Lease, the Trust Agreement, the Escrow Deposit Agreement, the Series 1991A Assignment Agreement or the Series 1991A Ground Lease. A full transcript of all proceedings relating thereto shall be provided to the Series 2010B Credit Facility Issuer.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Trustee and the Corporation have each caused this Amended and Restated Schedule No. 1991A-1 to be executed in its corporate name by its duly authorized officer, and the School Board has caused this Amended and Restated Schedule No. 1991A-1 to be executed in its name by its duly authorized members or officers all as of the day and year first written above.

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

By: _____
Michael C. Daly
Vice President

[SEAL]

**BROWARD SCHOOL BOARD
LEASING CORP.**

Attest:

By: _____
James F. Notter
Secretary

By: _____
Name:
Title:

[SEAL]

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

Attest:

By: _____
James F. Notter
Secretary

By: _____
Name:
Title:

EXHIBIT A TO SCHEDULE 1991A-1

DESCRIPTION OF 1991A-1 FACILITIES AND ESTIMATED COSTS

A. General Description of the Series 1991A-1 Facilities to be Lease Purchased:

B. Estimated Costs of the Series 1991A-1 Facilities to be Lease Purchased:

<u>Facility</u>	<u>Planning</u>	<u>Acquisition/ Construction</u>	<u>Total Project Cost</u>
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TOTAL

EXHIBIT B TO SCHEDULE 1991A-1

**LEGAL DESCRIPTIONS AND PERMITTED ENCUMBRANCES
OF SERIES 1991A-1 FACILITY SITES**

A. DESCRIPTION OF REAL ESTATE

B. PERMITTED ENCUMBRANCES

EXHIBIT C TO SCHEDULE NO. 1991A-1

LEASE PAYMENT SCHEDULE

Series 1991A-1 Facilities

<u>Lease Payment Date</u>	<u>Basic Lease Payment</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Remaining Principal</u>
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181,485,322
010766015800

**Amended and Restated Schedule No. 1992A-1
dated as of April 15, 1992
As Amended as of August 15, 1995,
As Further Amended as of June 1, 1997
And As Amended and Restated as of [DOCUMENT DATE]
to the
Master Lease Purchase Agreement dated as of
July 1, 1990, as amended as of December 20,2000**

Among

**U.S. Bank National Association
(successor in interest to First Union National Bank of Florida)
as Trustee and Assignee of
Broward School Board Leasing Corp., as Lessor
(the "Trustee")**

and

**Broward School Board Leasing Corp.
(the "Corporation")**

and

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

THIS AMENDED AND RESTATED SCHEDULE NO. 1992A-1 is hereby entered into as of April 15, 1992, as amended as of April 15, 1995, as further amended as of June 1, 1997, and as amended and restated as of [DOCUMENT DATE] (the "Schedule 1992A-1"), under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000 (the "Master Lease"), pursuant to which the Corporation has agreed to lease purchase unto the School Board and the School Board has agreed to lease purchase from the Corporation, subject to the terms and conditions of the Master Lease incorporated herein, the Series 1992A-1 Facilities herein described. The Trustee, as Assignee of the Corporation, hereby demises, leases and subleases to the School Board, and the School Board hereby hires, takes, leases and subleases from the Trustee, the Series 1992A-1 Facilities and the Series 1992A-1 Facility Sites described herein, together with the rights described in clauses (i), (ii) and (iii) of Section 1 in the Series 1992A 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 1992A-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 1992A-1 Lease the following terms have the meaning set forth below. All terms not otherwise defined herein shall have the respective meanings set forth in the Master Lease, or in the Trust Agreement, including the Series 2010B Supplemental Trust Agreement.

“Assignment Agreement” shall mean the Series 1992A Assignment Agreement dated as of April 15, 1992, between the Corporation and the Trustee.

“Certificates” or “Series of Certificates” shall mean the Series 2010B Certificates.

“Commencement Date” for the Series 1992A-1 Lease is April 15, 1992.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate, dated [CLOSING DATE], executed and delivered by the School Board in connection with the issuance of the Series 2010B Certificates.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2010B Certificates required to comply with the Rule in connection with the offering of the Series 2010B Certificates.

“Rating Agency” shall mean each of Moody’s Investors Service, Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. and Fitch Ratings and any other nationally recognized rating service not unacceptable to the Series 2010B Credit Facility Issuer which shall have provided a rating on any Outstanding Series 2010B Certificates.

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

“Series 1992A-1 Facilities” shall mean the Facilities described in this Schedule 1992A-1.

“Series 1992A-1 Facility Sites” shall mean the Facility Sites described in the Series 1992A Ground Lease leased by the School Board to the Corporation, as the same may be amended or supplemented from time to time.

“Series 1992A Ground Lease” shall mean the Series 1992A Ground Lease dated as of April 15, 1992, as amended as of August 15, 1995, between the School Board as Lessor and the Corporation as Lessee, as the same may be amended or supplemented from time to time.

“Series 2010B Certificates” shall mean the \$[PAR AMOUNT] Certificates of Participation, Series 2010B dated as of [CLOSING DATE], issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Master Lease.

“Series 2010B Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2010B Credit Facility Issuer on [CLOSING DATE], insuring the payment when due of the principal portions and interest portions of Basic Lease Payments represented by the Series 2010B Certificates.

“Series 2010B Credit Facility Issuer” shall mean [INSURER], or any successor thereto or assignee thereof.

“Series 2010B Supplemental Trust Agreement” shall mean the Series 2010B Supplemental Trust Agreement dated as of [DOCUMENT DATE] between the Corporation and the Trustee.

SECTION 2. Lease Term. The total of all Lease Terms of the Series 1992A-1 Lease are expected to be approximately twenty (20) years consisting of an “Original Term” of approximately seventy-six (76) days from April 15, 1992, through and including June 30, 1992, and twenty (20) Renewal Terms of twelve (12) months, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 1992, and ending June 30, 2012. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article III of the Master Lease.

SECTION 3. Series 1992A-1 Facilities to be Lease Purchased. A general description of the Series 1992A-1 Facilities and the estimated costs of the Series 1992A-1 Facilities to be lease-purchased under the Series 1992A-1 Lease are as set forth 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 1992A-1 Facility Sites to be Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 1992A-1 Facility Sites to be ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are as set forth in **Exhibit B** hereto. Substitutions may be made in accordance with the requirements of the Master Lease and the Series 1992A Ground Lease.

SECTION 5. Application of Certain Proceeds. Pursuant to the provisions of Section 402 of the Series 2010B Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 1992A-1 Facilities to be lease purchased hereunder in the following accounts from the proceeds of the Series 2010B Certificates:

<u>Amount</u>	<u>Account</u>
\$ _____	Escrow Deposit Trust Fund
\$ _____	Series 2010B Cost of Issuance Subaccount

SECTION 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (June 15 and December 15) and the remaining principal portion with respect to the Series 1992A-1 Facilities to be lease purchased, which amounts are represented by the Series 2010B Certificates attributable to such Facilities, are set forth in **Exhibit C** hereto. The Schedule of Basic Lease Payments set forth in **Exhibit C** shall be no less than the principal and interest payments with respect to the Series 2010B Certificates allocable to the Series 1992A-1 Lease 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 the Series 2010B Certificates allocable to the Series 1992A-1 Lease, pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of Series 2010B Certificates allocable to the Series 1992A-1 Lease pursuant to Article III of the Series 2010B Supplemental Trust Agreement or Section 801 of the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by the Series 2010B 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 2010B 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 2010B Certificates consist of the following:

1. Trustee and Escrow Agent Fees: Acceptance Fee of [] (Trustee) and [] (Escrow Agent). Annual fee [] (Trustee), plus activity charges, and \$1,000 [].
2. Trustee and Escrow Agent Expenses: [] for counsel fees plus closing costs billed at cost.

SECTION 8. Prepayment Provisions. The principal portion of the Basic Lease Payments due as provided in Section 6 of this Schedule 1992A-1 are not subject to prepayment.

SECTION 9. Other Special Provisions.

A. Representations. (1) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 1992A-1 Facility Sites, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 1992A-1 Facility Sites.

(2) 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 1992A-1, and except as otherwise provided below. The Corporation hereby confirms its representations, covenants and warranties set forth in Section 2.11 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 1992A-1 and all references therein to the Facilities shall include the Series 1992A-1 Facilities, and except as otherwise provided below.

(3) The School Board and the Corporation hereby represent that the Master Lease is in effect and that to their knowledge there are no defaults on the date of execution of this Amended and Restated Schedule 1992A-1 under the Series 1992A-1 Lease, the Series 1992A Ground Lease or the Trust Agreement. The Trustee hereby represents that it has not received any notice to the contrary.

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 2010B Credit Facility Issuer at the following address:

[INSURER]

[ADDRESS]
[CITY], [STATE] [ZIP]

C. Continuing Disclosure. For purposes of the Series 1992A-1 Lease, the School Board hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 1992A-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Series 2010B Certificates and upon being indemnified to its satisfaction, shall) or any Holder of the Series 2010B 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 which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2010B Certificates (including persons holding Series 2010B Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2010B Certificates for federal income tax purposes.

D. Notice of Amendments. 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 1992A-1 Lease, the Trust Agreement, the Escrow Deposit Agreement, the Series 1992A Assignment Agreement or the Series 1992A Ground Lease. A full transcript of all proceedings relating thereto shall be provided to the Series 2010B Credit Facility Issuer.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Trustee and the Corporation have each caused this Amended and Restated Schedule No. 1992A-1 to be executed in its corporate name by its duly authorized officer, and the School Board has caused this Amended and Restated Schedule No. 1992A-1 to be executed in its name by its duly authorized members or officers all as of the day and year first written above.

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

By: _____
Michael C. Daly
Vice President

[SEAL]

**BROWARD SCHOOL BOARD
LEASING CORP.**

Attest:

By: _____
James F. Notter
Secretary

By: _____
Name:
Title:

[SEAL]

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

Attest:

By: _____
James F. Notter
Secretary

By: _____
Name:
Title:

EXHIBIT A TO SCHEDULE 1992A-1

DESCRIPTION OF 1992A-1 FACILITIES AND ESTIMATED COSTS

A. General Description of the Series 1992A-1 Facilities to be Lease Purchased:

B. Estimated Costs of the Series 1992A-1 Facilities to be Lease Purchased:

<u>Facility</u>	<u>Planning</u>	<u>Acquisition/ Construction</u>	<u>Total Project Cost</u>
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TOTAL

EXHIBIT B TO SCHEDULE 1992A-1

**LEGAL DESCRIPTIONS AND PERMITTED ENCUMBRANCES
OF SERIES 1992A-1 FACILITY SITES**

A. DESCRIPTION OF REAL ESTATE

B. PERMITTED ENCUMBRANCES

EXHIBIT C TO SCHEDULE NO. 1992A-1

LEASE PAYMENT SCHEDULE

Series 1992A-1 Facilities

<u>Lease Payment Date</u>	<u>Basic Lease Payment</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Remaining Principal</u>
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181,488,333
010766015800

SCHEDULE 2001A-1
dated as of May 1, 2001
as Amended and Restated as of March 1, 2004
as further Amended and Restated as of [DOCUMENT DATE]
to the
Master Lease Purchase Agreement dated as of
July 1, 1990, as amended as of December 20, 2000, by and among

U.S. Bank National Association
(successor in interest to First Union National Bank of Florida)
as Trustee and Assignee of Broward School Board Leasing Corp., as Lessor
(the "Trustee")

and

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

and

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

THIS AMENDED AND RESTATED SCHEDULE 2001A-1 (this "Schedule 2001A-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 2001A-1 Facilities herein described. The Trustee, as assignee of the Corporation, hereby demises, leases and subleases to the School Board, and the School Board hereby hires, takes, leases and subleases from the Trustee, the Series 2001A-1 Facilities and the Series 2001A-1 Facility Sites described herein, together with the rights described in clauses (i), (ii), and (iii) of Section 1 in the Series 2001A-1 Ground Lease (hereinafter defined). The Master Lease with respect to this Schedule and as modified and supplemented hereby, is referred to herein as the "Series 2001A-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 2001A-1 Lease the following terms have the meaning set forth below. Unless otherwise defined herein terms used herein and not otherwise defined shall have the meanings given to them in the Master Lease or the Trust Agreement, as appropriate.

“Assignment Agreement” shall mean the Series 2001A Assignment Agreement dated as of May 1, 2001, between the Corporation and the Trustee.

“Certificates” or **“Series of Certificates”** shall mean, collectively, the Series 2001A Certificates, the Series 2004B Certificates and the Series 2010B Certificates.

“Commencement Date” for the Series 2001A-1 Lease is May 1, 2001.

“Continuing Disclosure Certificate” shall mean, (a) with respect to the Series 2001A Certificates, that certain Continuing Disclosure Certificate, dated May 30, 2001, executed and delivered by the School Board in connection with the issuance of the Series 2001A Certificates, (b) with respect to the Series 2004B Certificates, that certain Continuing Disclosure Certificate, dated March 16, 2004, executed and delivered by the School Board in connection with the issuance of the Series 2004B Certificates and (c) with respect to the Series 2010B Certificates, that certain Continuing Disclosure Certificate, dated [CLOSING DATE], executed and delivered by the School Board in connection with the issuance of the Series 2010B Certificates.

“Participating Underwriter” shall mean, (a) with respect to the Series 2001A Certificates, any of the original underwriters of the Series 2001A Certificates, (b) with respect to the Series 2004B Certificates, any of the original underwriters of the Series 2004B Certificates and (c) with respect to the Series 2010B Certificates any of the original underwriters of the Series 2010B Certificates, required to comply with the Rule in connection with the offering of the Series 2001A Certificates, the Series 2004B Certificates or the Series 2010B Certificates, respectively.

“Rating Agency” shall mean each of Moody’s Investors Service, Standard & Poor’s Rating Services and Fitch Ratings and any other nationally recognized rating service acceptable to the Series 2001A Credit Facility Issuer, the Series 2004B Credit Facility Issuer or the Series 2010B Credit Facility Issuer which shall have provided a rating on any Outstanding Certificates.

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

“Series 2001A Certificates” shall mean the \$241,765,000 Certificates of Participation, Series 2001A 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 2001A Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2001A Credit Facility Issuer on May 30, 2001, insuring payment of the principal and interest in respect of the Series 2001A Certificates when due.

“Series 2001A Credit Facility Issuer” shall mean Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.), a New York domiciled financial guaranty insurance company, or any successor thereto or assignee thereof.

“Series 2001A-1 Facilities” shall mean the Facilities described in this Schedule 2001A-1.

“Series 2001A-1 Facility Sites” shall mean the Facility Sites described in this Schedule 2001A-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 2001A-1 Ground Lease” shall mean the Series 2001A-1 Ground Lease dated as of May 1, 2001 between the School Board as Lessor and the Corporation as Lessee, as the same may be amended or supplemented from time to time.

“Series 2001A Supplemental Trust Agreement” shall mean the Series 2001A Supplemental Trust Agreement dated as of May 1, 2001 between the Corporation and the Trustee.

“Series 2004B Certificates” shall mean the \$71,920,000 Certificates of Participation, Series 2004B 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 2004B Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2004B Credit Facility Issuer on March 16, 2004, insuring payment of the principal and interest in respect of the Series 2004B Certificates when due.

“Series 2004B Credit Facility Issuer” shall mean Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.), a New York domiciled financial guaranty insurance company, and its successors and assigns.

“Series 2004B Supplemental Trust Agreement” shall mean the Series 2004B Supplemental Trust Agreement dated as of March 1, 2004, between the Corporation and the Trustee.

“Series 2010B Certificates” shall mean the \$[PAR AMOUNT] Certificates of Participation, Series 2010B 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 2010B Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2010B Credit Facility Issuer on [CLOSING DATE], insuring payment of the principal and interest in respect of the Series 2010B Certificates when due.

“Series 2010B Credit Facility Issuer” shall mean [INSURER], a [_____], or any successor thereto or assignee thereof.

“Series 2010B Supplemental Trust Agreement” shall mean the Series 2010B Supplemental Trust Agreement dated as of [DOCUMENT DATE] between the Corporation and the Trustee.

Section 2. Lease Term. The total of all Lease Terms of the Series 2001A-1 Lease are expected to be approximately twenty-five (25) years and sixty (60) days consisting of an “Original Term” of approximately sixty (60) days from May 1, 2001, through and including June 30, 2001, and twenty-five (25) Renewal Terms, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2001, and ending June 30, 2026, provided that on such date no Certificates are “Outstanding” under the Trust Agreement. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

Section 3. Series 2001A-1 Facilities to be Lease Purchased. The Series 2001A-1 Facilities lease-purchased under the Series 2001A-1 Lease are described in Exhibit A hereto.

Section 4. Series 2001A-1 Facility Sites to be Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 2001A-1 Facility Sites ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are set forth in Exhibit B hereto.

Section 5. Application of Certain Proceeds of Series 2001A Certificates. Pursuant to the provisions of Section 402 of the Series 2001A Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2001A-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2001A Certificates:

<u>Amount</u>	<u>Account</u>
\$217,045,180.17	Series 2001A Acquisition Account
\$349,680.22	Series 2001A Cost of Issuance Subaccount
\$887,525.94*	Series 2001A Lease Payment Account

* Represents accrued interest.

Pursuant to the provisions of Section 302 of the Series 2004B Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2001A-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2004B Certificates:

<u>Amount</u>	<u>Account</u>
\$29,133,715.82	Escrow Deposit Trust Fund
\$79,214.47*	Series 2004B Cost of Issuance Subaccount
\$55,236.46**	Series 2001A Lease Payment Account

* Does not include \$102,301.57 paid directly to the Series 2004B Credit Facility Issuer for the premium due on the Series 2004B Credit Facility.

** Represents accrued interest.

Pursuant to the provisions of Section 402 of the Series 2010B Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2001A-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2010B Certificates:

<u>Amount</u>	<u>Account</u>
\$ _____	Escrow Deposit Trust Fund
\$ _____ *	Series 2010B Cost of Issuance Subaccount

* Does not include \$ _____ paid directly to the Series 2010B Credit Facility Issuer for the premium due on the Series 2010B Credit Facility.

Section 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (June 15 and December 15) and the remaining principal portion with respect to the Series 2001A-1 Facilities to be lease purchased and the Series 2001A Certificates, the Series 2004B Certificates and the Series 2010B Certificates attributable to such Facilities are set forth in **Exhibit C**. 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 2001A Certificates, the Series 2004B Certificates and the Series 2010B Certificates relating to the Series 2001A-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 2001A Certificates, the Series 2004B Certificates or the Series 2010B Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2001A Certificates pursuant to the Series 2001A Supplemental Trust Agreement or the Master Trust Agreement, prepayment or defeasance of a portion of Series 2004B Certificates pursuant to the Series 2004B Supplemental Trust Agreement or the Master Trust Agreement or prepayment or defeasance of a portion of Series 2010B Certificates pursuant to the Series 2010B Supplemental Trust Agreement or the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by each of the Series 2001A Certificates, the Series 2004B Certificates and the Series 2010B Certificates, expressed as an annual interest rate, is exempt from the limitations on interest rates set forth in Section 215.84, Florida Statutes, since each of the Series 2001A Certificates, the Series 2004B Certificates and the Series 2010B Certificates is 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 2001A Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2001A-1 and Series 2001A-2 Leases, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$3,000.00 payable annually in advance on May of each year.
2. Trustee Expenses: Expenses to be billed at cost. Trustee closing expense of \$25.00. Legal fee for Trustee counsel at closing of \$4,500. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3. Credit Facility Issuer Payment: \$761,370.34 to be paid to the Series 2001A Credit Facility Issuer upon issuance of the Series 2001A Certificates with respect to the Series 2001A Credit Facility.

Additional Lease Payments with respect to the Series 2004B Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to the Series 2001A-1 Lease, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$3,000.00 payable annually in advance on May of each year.
2. Trustee Expenses: Expenses to be billed at cost. Trustee closing expense of \$25.00. Legal fee for Trustee counsel at closing of \$4,500. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3. Credit Facility Issuer Payment: \$102,301.57 paid to the Series 2004B Credit Facility Issuer upon issuance of the Series 2004B Certificates.

Additional Lease Payments with respect to the Series 2010B Certificates consist of a pro rata portion of the following amounts to be paid with respect to the Series 2001A-1 Lease, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$[3,000.00] payable annually in advance on May of each year.
2. Trustee Expenses: Expenses to be billed at cost. Trustee closing expense of \$[25.00]. Legal fee for Trustee counsel at closing of \$[4,500]. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3. Credit Facility Issuer Payment: \$_____ to be paid to the Series 2010B Credit Facility Issuer upon issuance of the Series 2010B Certificates.

Section 8. Prepayment Provisions. In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portions of the Basic Lease Payments due as provided in Section 6 of Schedule 2001A-1 are subject to the following prepayment provisions:

A. Optional Prepayment

Series 2001A Certificates

1. The principal portion of Basic Lease Payments represented by the Series 2001A Certificates due on or before July 1, 2011, shall not be subject to prepayment at the option of the School Board.

2. The principal portion of Basic Lease Payments represented by the Series 2001A Certificates due on or after June 15, 2012, shall be subject to prepayment on or after June 15, 2011, by the School Board in whole or in part at any time, and if in part, in such order of due dates of the principal portion of such Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price, plus the interest portion of such Basic Lease Payments accrued to the Prepayment Date.

Prepayment Period (Both Dates Inclusive)	Prepayment Price
June 15, 2011 through June 30, 2012	101%
June 15, 2012 and thereafter	100

Series 2004B Certificates

The principal portion of Basic Lease Payments represented by the Series 2004B Certificates shall not be subject to optional prepayment.

Series 2010B Certificates

The principal portion of Basic Lease Payments represented by the Series 2010B Certificates allocable to Schedule 2001A-1 and due on or after December 15, 2021, shall be subject to prepayment on or after December 15, 2020, by the School Board in whole or in part at any time, and if in part, in such order of due dates of the principal portion of such Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to the principal portion of such Basic Lease Payments to be prepaid, without premium, plus the interest portion of such Basic Lease Payments accrued to the Prepayment Date.

B. Extraordinary Prepayment

Series 2001A Certificates and Series 2004B Certificates

1. The principal portion of Basic Lease Payments due under the Series 2001A-1 Lease, shall be subject to prepayment in whole or in part on any date at the option of

the School Board, and if in part, from such due dates and in such amounts as shall be designated by the School Board to be prepaid if there are Net Proceeds equal to or greater than 10% of the remaining principal portion of the Basic Lease Payments relating to the Series 2001A-1 Facilities as a result of damage, destruction or condemnation of any portion of the Series 2001A-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 2001A-1 Facilities and represented by the Series 2001A Certificates and the Series 2004B Certificates on a pro rata basis; provided, however, the pro rata portion allocable to the Series 2010B Certificates shall be applied as provided below.

2. The principal portion of Basic Lease Payments due under the Series 2001A-1 Lease shall be subject to prepayment in the event the Series 2001A-1 Lease terminates prior to payment in full of all of the Basic Lease Payments, to the extent the Trustee has moneys available for such purposes pursuant to the Trust Agreement or the Series 2001A Credit Facility Issuer or the Series 2004B Credit Facility Issuer exercises its option under the Series 2001A-1 Lease to direct the Trustee to declare all or a portion of the Purchase Option Price payable, to the extent and subject to the limitations provided in the Master Lease, and has directed the Trustee to prepay the principal amount of the Series 2001A Certificates or the Series 2004B Certificates in whole, respectively.

Series 2010B Certificates.

The extraordinary prepayment provisions set forth in Section 7.2(b) and Section 5.4(b) of the Master Lease shall not apply to Basic Lease Payments represented by Series 2010B Certificates.

Notwithstanding anything in the Series 2001A-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 2010B Certificates had they been subject to extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, shall be used instead in accordance with the following:

The Net Proceeds shall either (1) be applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Lease as fully as if they were the originally leased Series 2001A-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 2001A Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

Section 9. Other Special Provisions

A. Representations.

(1) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2001A-1, and except as otherwise provided below. The

Corporation hereby confirms its representations, covenants and warranties set forth in Section 2.11 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2001A-1 , and except as otherwise provided below.

(2) The Corporation hereby represents that the Master Lease is in effect and that to its knowledge there are no defaults on the date of execution of this Schedule 2001A-1 under any Lease, Ground Lease or the Trust Agreement.

(3) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2001A-1 Facilities, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2001A-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 2001A Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer at the following address[es]:

Series 2001A Credit Facility Issuer and
Series 2004B Credit Facility Issuer

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019
Attention: Surveillance

Series 2010B Credit Facility Issuer

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP]
[ATTN:] _____

C. Supplemental Provisions Required by Series 2001A Credit Facility Issuer, Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer. For the purpose of the Series 2001A-1 Lease the following provisions shall apply:

1) The School Board may not substitute for any Series 2001A-1 Facilities other facilities owned by the School Board pursuant to Section 6.4 of the Master Lease without the consent of the Series 2001A Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer.

2) The School Board may not release a Series 2001A-1 Facility or a Series 2001A-1 Facility Site without the prior written consent of the Series 2001A Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer.

3) The Series 2001A Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer shall be provided with the following information:

(i) Annual audited financial statements within 180 days after the end of the School Board's fiscal year and the School Board's annual budget within 30 days after the approval thereof;

(ii) Notice of any default known to the Trustee within five business days after knowledge thereof;

(iii) Prior notice of the advance refunding or prepayment of any of the Series 2001A Certificates, the Series 2004B Certificates and the Series 2010B Certificates, including the principal amount, maturities and CUSIP numbers thereof;

(iv) 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;

(v) 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");

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on the Basic Lease Payments represented by the Series 2001A Certificates, the Series 2004B Certificates and the Series 2010B Certificates;

(vii) A full original transcript of all proceedings, relating to the execution of any amendment or supplement to the related documents; and

(viii) All reports, notices and correspondences to be delivered under the terms of the Trust Agreement or the Series 2001A-1 Lease.

D. Continuing Disclosure. For purposes of the Series 2001A-1 Lease, the School Board hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2001A-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Series 2001A Certificates, Outstanding Series 2004B Certificates or Outstanding Series 2010B Certificates, as the case may be, shall) or any Holder of the Series 2001A Certificates, the Series 2004B Certificates or the Series 2010B Certificates or Beneficial Owner, as the case may be, 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 2001A Certificates, Series 2004B Certificates or Series

2010B Certificates (including persons holding Series 2001A Certificates, Series 2004B Certificates or Series 2010B Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2001A Certificates, Series 2004B Certificates or Series 2010B Certificates for federal income tax purposes.

E. Series 2001A-1 Ground Lease and Assignment Agreement. The parties hereto agree that any reference in the Series 2001A-1 Ground Lease and the Assignment Agreement to Series 2001A Certificates, Series 2001A Certificate Holders, and the Series 2001A Credit Facility Issuer shall be deemed to also be references to the Series 2004B Certificates, the Series 2004B Certificate Holders, the Series 2004B Credit Facility Issuer, the Series 2010B Certificates, the Series 2010B Certificate Holders and the Series 2010B Credit Facility Issuer, respectively, each as their interests may appear. This provision shall survive the termination of the Series 2001A-1 Lease.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Trustee, as Assignee of the Corporation, and the Corporation have caused this Schedule 2001A-1 to be executed in their respective corporate names by their duly authorized officers, and the School Board has caused this Schedule 2001A-1 to be executed in its name by its duly authorized members or officers, all as of the day and year first written above.

[SEAL]

**BROWARD SCHOOL BOARD
LEASING CORP.**

Attest:

By: _____
James F. Notter
Secretary

By: _____
Name:
Title:

[SEAL]

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

Attest:

By: _____
James F. Notter
Secretary

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Michael C. Daly
Vice President

EXHIBIT A TO SCHEDULE 2001A-1

A. General Description of the Series 2001A-1 Facilities to be Lease Purchased:

New High School "III" – This school located in the City of Miramar, has 344,832 gross square feet and a student capacity of 2,780. It houses grade 9-12 students. This school has 60 Senior High classrooms, 8 Resource Rooms, 6 Skills Development labs, 9 Science labs, 3 Chemistry labs, 3 Art labs, Vocal Music, Band, Ensemble, Physical Education, 15 Vocational labs, Administration and Guidance, Custodial, Food Service, Teacher Planning, Teacher Dining, Auditorium, Stage and Support, Textbook Storage, Public Use Facilities, Media Center, Student, Staff and Public Restrooms and various support spaces.

South Broward High School Phased Replacement – A replacement of an existing high school, located at 1901 N. Federal Highway in the City of Hollywood, brought the school to a gross square footage of 243,787 with a total capacity of 2,319. This school services grades 9-12. The replacement contains 46 Senior High classrooms, 5 Resource Rooms, 3 Skills Development labs, 4 Science labs, 2 Art labs, 1 JROTC lab, 8 Practical Experience labs, Child Care lab, Multipurpose Food lab, Technology Education/Communications lab, Drafting/Illustration lab, Large Industrial Education lab, Marine lab, Kitchen/Serving area and Food Service, Custodial Receiving, Textbook Storage, Administration and Student, Staff and Public Restrooms.

Dillard High School Phased Replacement and New Art Center – A replacement and addition of a new Art Center at an existing high school located at 2501 N.W. 11th Street in the City of Fort Lauderdale added 284,325 gross square feet and 948 student stations for an estimated 3,100 capacity. This school services grades 9-12. The addition contains 2 Resource Rooms for General Education, 4 Resource Rooms and 10 Skills Development labs for Emerging Technology, a Performing Arts Center which includes a Resource Room, 4 Art labs, 4 Dance Studios, 2 Band Classrooms, 2 Vocal Music Classrooms, Orchestra Classroom, Piano lab, Electronic/Commercial Music lab, Black Box Theater, 2 General Music labs, Auditorium, Stage, Side Stage, Orchestra Pit, Musical Theater Room, Green Room, Costume Construction room, Scene Shop, Lobby, Concessions, and Ticket Booth, a Vocational-Technical area with 12 Practical Experience labs, and Auxiliary space to include Administration, Food Service, Media Center, Textbook Storage, and Student, Staff and Public Restrooms.

New Middle School "LL" – This school, located on Holmberg Road just west of Pine Island Road in the City of Parkland, has 216,336 gross square feet and a student capacity of 1,751. It houses grade 6-8 students. This school has 44 Middle classrooms, 4 Resource Rooms, 2 Skills Development labs, 11 Science labs, 2 Art labs, Vocal Music, Band, Physical Education, Business Education, Family and Consumer Science, Technology Education, Health Occupations Education, Administration and Guidance, Teacher Planning, Teacher Dining, Custodial, Food Service, Multipurpose, Stage and Support, Textbook Storage, Media Center, Student, Staff and Public Restrooms.

New Elementary School "O" - This school, located on the northeast corner of Banks Road and Copans Road in the City of Margate, has 122,215 gross square feet and a student capacity of 1,092. It houses grades K-5. This school has 7 Kindergarten classrooms, 21 Primary

classrooms, 14 Intermediate classrooms, 2 Skills Development labs, Music lab, Art lab, Physical Education, Administration, Custodial, Food Service, Multi-purpose room, Stage, Textbook Storage, Media Center, and Student, Staff and Public Restrooms.

New Elementary School “P” – This school, located at the southeast corner of S.W. 36th Street and Vista Park Boulevard in the City of Weston, has 122,091 gross square feet and a student capacity of 1,086. It houses grades K-5. This school has 7 Kindergarten classrooms, 23 Primary classrooms, 12 Intermediate classrooms, 2 Skills Development labs, Music lab, Art lab, Physical Education, Administration, Custodial, Food Service, Multi-purpose room, Stage, Textbook Storage, Media Center, and Student, Staff and Public Restrooms.

New Primary Learning Center – This school, located at 2600 N.W. 58th Terrace in the City of Lauderdale, has 50,614 gross square feet and a student capacity of 600. It houses grade K-3 students. This school has 24 Kindergarten/Primary classrooms, Physical Education, Administration, Custodial, Food Service, Multipurpose, Student, Staff and Public Restrooms.

North Central Area Superintendent’s Office – This building is located at 7770 W. Oakland Park Boulevard in the City of Sunrise. The land area encompasses 4.7 acres. A 52,800 gross square foot office building was located on the site and was converted to School Board offices. The building provides office space for district administration staff. Approximately 20,000 square feet are currently leased out to other entities. Upon expiration of these leases, the School Board will occupy the vacated spaces.

B. Estimated Costs of the Series 2001A-1 Facilities to be Lease Purchased:

<u>Facility</u>	<u>Acquisition</u>	<u>Planning</u>	<u>Construction</u>	<u>Total Project Cost</u>
High School “III”(Miramar)		\$4,044,815	\$53,738,253	\$57,783,068
South Broward High School		3,423,890	45,488,821	48,912,711
Dillard High School		3,038,599	40,369,965	43,408,564
Middle School “LL” (Parkland)		1,880,340	24,981,660	26,862,000
Elementary School “O” (Coconut Creek)	\$2,400,000	1,021,522	13,571,648	16,993,170
Elementary School “P” (Weston)		1,021,522	13,571,648	14,593,170
Primary Learning Center (Circle Site)		342,422	4,549,315	4,891,737
North Central Area Superintendent’s Office			3,600,000	3,600,000
TOTAL	\$2,400,000	\$14,773,110	\$199,871,310	\$217,044,420

EXHIBIT B TO SCHEDULE 2001A-1

Series 2001A-1 Facility Sites to be Ground Leased

A. DESCRIPTION OF REAL ESTATE

High School "III" (Miramar)

Parcel "I" of COUNTRY LAKES WEST PLAT, according to the Plat thereof, recorded in Plat Book 165, Page 10, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

South Broward High School

Tract "A" of HOLLYWOOD HOMESITES HIGH SCHOOL ADDITION, according to the Plat thereof, recorded in Plat Book 38, Page 24, of the Public Records of Broward County, Florida. AND

All of Block 1, HOLLYWOOD HOMESITES REVISED PLAT OF FIRST UNIT, according to the Plat thereof, recorded in Plat Book 11, Page 9, of the Public Records of Broward County, Florida; and including the 15 foot wide alley lying within said Block 1, and also including in the 7.5 foot wide alley lying adjacent to and South of said Block 1. AND

The West half (W ½) of the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of the Northeast quarter (NE ¼) of Section 10, excepting therefrom the South 25 feet for street right-of-way. AND

The North half (N ½) of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of the Northeast quarter (NE ¼) of Section 10, excepting therefrom that portion used for road right-of-way as shown on the Florida D.O.T. Right-of-Way Map, Section 86010-2510. AND

The South half (S ½) of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of the Northeast quarter (NE ¼) of Section 10, excepting therefrom that portion used for road right-of-way, as shown on the Florida D.O.T. Right-of-Way Map, Section 86010-2510, and further EXCEPTING THEREFROM the South 25 feet for Street Right-of-Way.

All the above lands being a part of Section 10, Township 51 South, Range 42 East, Broward County, Florida. AND

The West 7.00 feet of North 16th Avenue adjoining Lot 34, Block 1 TOGETHER WITH that part which is included in the external area formed by a 20.00 foot radius arc which is tangent to the East line of said Lot 34 and tangent to the North line of said Lot 34, and also including the West 7.00 feet of said North 16th Avenue adjoining the 7.5 foot wide alley lying South of and adjoining said Block 1, HOLLYWOOD HOME-SITES REVISED PLAT OF FIRST UNIT, according to the Plat thereof, recorded in Plat Book 11, Page 9, of the Public Records of Broward County, Florida. AND

The West 11.50 feet of Scott Street as shown on HOLLYWOOD HOMESITES HIGH SCHOOL ADDITION, according to the Plat thereof, recorded in Plat Book 38, Page 24, of the Public Records of Broward County, Florida.

LESS THEREFROM THE FOLLOWING DESCRIBED PORTION:

A portion of Lot 16, all of Lots 17 through 25, inclusive, and a portion of Lot 26, Block 1, of HOLLYWOOD HOME SITES REVISED PLAT OF FIRST UNIT, according to the Plat thereof, as recorded in Plat Book 11, Page 9, of the Public Records of Broward County, Florida, together with a portion of the North one-half (N ½) of the Northwest one-quarter (NW ¼) of the Southwest one-quarter (SW ¼) of the Northeast one-quarter (NE ¼) of Section 10, Township 51 South, Range 42 East, and a portion of the West one-half (W ½) of the Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of the Northeast one-quarter (NE ¼) of said Section 10 all being more particularly described as follows:

COMMENCING at the intersection of the North and West lines of Block 1 of said HOLLYWOOD HOME SITES REVISED PLAT OF FIRST UNIT; thence N 89° 59' 00" E (assumed bearing) along said North line a distance of 385.58 feet to the POINT OF BEGINNING; thence continue N 89° 59' 00" E along said North line a distance of 401.00 feet; thence S 00° 01' 00" E a distance of 179.50 feet; thence S 89° 59' 00" W a distance of 81.79 feet; thence S 38° 48' 14" W a distance of 113.22 feet; thence N 51° 11' 46" W a distance of 62.42 feet; thence S 38° 48' 14" W a distance of 87.33 feet; thence S 51° 11' 46" E a distance of 10.82 feet; thence S 38° 48' 14" W a distance of 22.33 feet; thence N 51° 11' 46" W a distance of 56.42 feet; thence S 89° 59' 00" W a distance of 112.83 feet; thence N 00° 01' 00" W a distance of 81.00 feet; thence S 89° 59' 00" W a distance of 15.00 feet; thence N 00° 01' 00" W a distance of 154.00 feet to the POINT OF BEGINNING.

All of the above lands being a part of Section 10, Township 51 South, Range 42 East and lying in the City of Hollywood, Broward County, Florida.

Dillard High School

Parcel "A" of DILLARD ELEMENTARY, according to the Plat thereof, as recorded in Plat Book 148, Page 44, of the Public Records of Broward County, Florida; TOGETHER WITH Block 35 LESS the South 5.00 feet thereof, and Block 39 LESS the South 5.00 feet thereof, and all of Blocks 37, 38, 39, 40, 42 and 43 of WASHINGTON PARK FOURTH ADDITION, according to the Plat thereof, as recorded in Plat Book 22, Page 44, of the Public Records of Broward County, Florida; TOGETHER WITH all of Block 1, all of Block 2, all of Block 3 and all of Block 4 of NEW TOWN, according to the Plat thereof, as recorded in Plat Book 23, Page 9, of the Public Records of Broward County, Florida; ALSO including portions of the dedicated Right-of-Ways shown on said Plats of WASHINGTON PARK FOURTH ADDITION, and NEW TOWN; all of the above being described as a whole as follows:

BEGIN at the Southeast corner of said Parcel "A"; thence, along the Southerly boundary of said Parcel "A", South 89° 41' 57" West (assumed bearing) 668.32 feet to the Southwest corner of said Parcel "A"; thence continue South 89° 41' 57" West along a line 5.00 feet North of and

parallel with the South lines of said Blocks 39 and 35, a distance of 693.04 feet; thence North 00° 08' 29" West 19.93 feet to a point of cusp of a 25.00 foot radius tangent curve concave to the Northwest; the following Five (5) courses run along the boundary of said Block 4; (1) Southwesterly along said curve through a central angle of 89° 50' 26" an arc distance of 39.20 feet to a point of tangency; (2) South 89° 41' 57" West 558.44 feet to a point of curvature of a 25.00 foot radius curve concave to the Northeast; (3) Northwesterly along said curve through a central angle of 90° 13' 05" an arc distance of 39.37 feet to a point of tangency; (4) North 00° 04' 57" West 146.65 feet to a point of curvature of a 25.00 foot radius curve concave to the Southeast; (5) Northeasterly along said curve through a central angle of 89° 41' 47" an arc distance of 39.14 feet to a point of cusp on the North boundary of said Block 4; thence leaving said boundary run South 89° 36' 49" West 19.87 feet to a point on a line 40.00 feet East of and parallel with the center line of N.W. 27th Avenue as shown on said NEW TOWN PLAT; thence along said parallel line, North 00° 04' 57" West 50.00 feet; thence North 89° 36' 49" East 20.13 feet to a point of cusp of a 25.00 foot radius tangent curve concave to the Northeast; thence Northwesterly along said curve through a central angle of 90° 18' 13" an arc distance of 39.40 feet to a point of tangency on the Westerly boundary of said Block 3; thence North 00° 04' 57" West 714.67 feet along the Westerly boundaries of said Blocks 3, 2 and 1 and extensions thereof to the Southerly boundary of said Block 42; thence, along said Southerly boundary, South 89° 18' 47" West 10.00 feet to the Southwest corner of said Block 42; thence, along the Westerly boundary of said Block 42, its Northerly extension and the Westerly boundary of said Block 43, North 00° 04' 57" West 458.00 feet to the Northwest corner of said Block 43; thence, along the Northerly boundary of said Block 43, its Easterly extension and the Northerly boundary of said Block 40, North 89° 18' 54" East 1310.36 feet to the Northeast corner of said Block 40; thence, along the Easterly boundary of said Block 40, its Southerly extension and the Easterly boundary of said Block 39, South 00° 07' 48" East 902.46 feet to the Northwest corner of said Parcel "A"; thence along the Northerly boundary of said Parcel "A", North 89° 18' 54" East 668.08 feet to the Northeast corner of said Parcel "A"; thence along the Easterly boundary of said Parcel "A", South 00° 09' 29" East 550.16 feet to the POINT OF BEGINNING.

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

Middle School "LL" (Parkland)

A portion of Tracts 29 and 30, Section 5, Township 48 South, Range 41 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2, according to the Plat thereof, recorded in Plat Book 1, at Page 102, of the Public Records of Palm Beach County, Florida, and a portion of the 15.00 foot wide road Right of Way adjoining said Tracts 29 and 30, said portions described as follows:

COMMENCING at the Southwest corner of the Southeast quarter (SE ¼) of said Section 5; thence North 00° 51' 48" West, along the West line of said Southeast quarter (SE ¼) a distance of 470.61 feet to the POINT OF BEGINNING; thence continue North 00° 51' 48" West, along said West line, a distance of 1128.39 feet to a line parallel with and 55.00 feet Southerly from the South line of the North half (N ½) of said Southeast quarter (SE ¼); thence South 89° 40' 33" East, along said parallel line, a distance of 930.27 feet to the Northwest corner of Parcel "A",

SCHOOL SITE 3010, according to the Plat thereof, recorded in Plat Book 138, at Page 16, of said Public Records; thence South 00° 19' 27" West, along the West line of said Parcel "A", a distance of 1180.90 feet; thence North 83° 20' 09" West, a distance of 51.94 feet; thence North 88° 02' 23" West, a distance of 200.06 feet; thence North 83° 45' 40" West, a distance of 201.00 feet; thence North 82° 03' 53" West, a distance of 201.68 feet; thence South 88° 57' 11" West, a distance of 255.52 feet to the POINT OF BEGINNING.

Said lands being in the City of Parkland, Broward County, Florida.

Elementary School "O" (Coconut Creek)

A portion of Parcel A, of MINTO MARGATE I, according to the Plat thereof, as recorded in Plat Book 142, Page 7, of the Public Records of Broward County, Florida, and being more fully described as follows:

Beginning at the Northeast corner of said Parcel A; thence South 00°00'54" East on the East line of said Parcel A, a distance of 576.18 feet; thence Southeasterly on a boundary line of said Parcel A the following three courses and distances South 44°57'51" West, a distance of 199.09 feet; thence South 51°48'25" West, a distance of 100.72 feet; thence South 44°57'51" West, a distance of 101.82 feet to the point of termination of said three courses and distances; thence North 59°46'34" West, a distance of 579.18 feet, to a point on the West line of said Parcel A and to a point on a curve, a radial line to said point bears North 67°49'38" West; thence Northeasterly on the said West line and on said curve to the right with a radius of 1379.63 feet, a central angle of 01°03'06", an arc distance of 25.32, to a point of termination; thence North 23°13'46" East on the West line of said Parcel A, a distance of 9.55 feet to a point of curvature; thence Northwesterly on a curve to the left and on the West line of said Parcel A, with a radius of 1462.14 feet, a central angle of 21°18'18", an arc distance of 543.69 feet; thence North 89°59'32" East, on the North line of said Parcel A, a distance of 600.84 feet to the Point of Beginning.

Elementary School "P" (Weston)

[to come]

Primary Learning Center (Circle Site)

PARCEL 1:

All of Tract "B" and a portion of Tracts "C", "E", "G" and a portion of vacated Northwest 59th Way as shown on the Plat of PIEDRA DEL SOL, according to the Plat thereof, recorded in Plat Book 82, at Page 39, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Tract "E"; thence run South 89° 58' 30" East along the North line of said Tracts "E" and "B" for a distance of 719.19 feet to the Northeast corner of said Tract "B"; thence run South 00° 57' 54" East along the East line of said Tract "B" for a distance of 353.56 feet to the Southeast corner of said Tract "B", said point also being a point of intersection of a circular curve concave to the Southeast, the center of which bears South 00° 57' 54" East from said point; thence run Southwesterly along the arc of said curve, having a radius of 272.00 feet, thru a central angle of 137° 25' 33", for an arc distance of 652.41 feet to a point; thence run South 31° 11' 44" West along a non-radial line for a distance of 157.78 feet to a point; thence run North 89° 58' 30" West for a distance of 124.71 feet to a point of curvature of a circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve, having a radius of 53.00 feet, thru a central angle of 52° 46' 53" for an arc length of 48.82 feet to a point of reverse curvature; thence run Northwesterly along the arc of said curve, having a radius of 87.00 feet, thru a central angle of 52° 46' 53", for an arc distance of 80.15 feet to a point of tangency; thence run North 89° 58' 30" West for a distance of 97.50 feet to a point; thence run South 00° 01' 30" West for a distance of 20.50 feet to a point; thence run North 89° 58' 30" West for a distance of 118.06 feet to a point on the West line of said Tract "E"; thence run North 00° 57' 54" West along the West line of said Tract "E" for a distance of 929.24 feet to the POINT OF BEGINNING; LESS that part of said Tract "G" lying within the above described parcel.

PARCEL 2:

A portion of Tract "E" and a portion of vacated Northwest 59th Way as shown on the Plat of PIEDRA DEL SOL, according to the Plat thereof, as recorded in Plat Book 82, at Page 39, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of said Tract "E"; thence run North 00° 57' 54" West along the West line of said Tract "E" for a distance of 184.03 feet to a point; thence run South 89° 58' 30" East for a distance of 87.00 feet to a point; thence run South 00° 57' 54" East for a distance of 184.03 feet to the intersection with the Easterly projection of the South line of Tract "E"; thence run North 89° 58' 30" West along said Easterly projection and the South line of said Tract "E" for a distance of 87.00 feet to the POINT OF BEGINNING.

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

North Central Area Superintendent's Office

A Portion of Tract 1, Springtree, according to the Plat thereof, Recorded in Plat Book 75, at Page 49, of the Public Records of Broward County, Florida, as described as Follow:

Commencing at the Northeast corner of said Tract 1, thence North 83°58'31" West, along the North Line of said Tract 1, a distance of 301.64 feet to the point of Beginning of this description; thence South 00°03'15" West, parallel with and 300.00 feet from (as measured at right angles) the East line of said Tract 1, a distance of 379.16 feet; thence North 83°58'31" West line of said Tract 1, thence North 06°01'29" East along the West line of said Tract 2, a distance of 377.10 feet, to the Northwest corner of said Tract 1, thence South 83°58'31" East, along the North line of said Tract 1, a distance of 524.35 feet to the POINT OF BEGINNING.

B. PERMITTED ENCUMBRANCES

High School "III" (Miramar)

1. Taxes and assessments for the year 2001 and subsequent years.
2. Restrictions, Dedications and Easements as shown on the Plat of COUNTRY LAKES WEST PLAT, recorded in Plat Book 165, Page 10.
3. Provisions of Stipulation and Final Judgment filed May 19, 1986 in Official Records Book 13408, at Page 153, as amended by that Amended Stipulation and Final Judgment filed October 22, 1991 in Official Records Book 18848, at Page 746.
4. Provisions of Ordinance No. 88-13, filed April 8, 1988 in Official Records Book 15333, at Page 888, amending the Map portion of the Broward County Land Use Plan. 1977, as amended.
5. Provisions of Development Order as evidenced by Ordinance No. 88-24, filed November 1, 1988 in Official Records Book 15916, at Page 769.
6. Provisions of Ordinance No. 89-14, filed January 26, 1989 in Official Records Book 16143, at Page 128, approving an amendment to the "P" Planned United Development Zoning District for the Country Lakes Development of Regional Impact.
7. School Agreement between The School Board of Broward County, Florida, Broward County, Florida and Vesta Vestra, Inc., a Florida corporation, filed August 30, 1990 in Official Records Book 17718, Page 662 and School Agreement between The School Board of Broward County, Florida, Broward County, Florida and Vesta Vestra, Inc., a Florida corporation, filed September 17, 1990 in Official Records Book 17761, at Page 639, as amended by that certain Amendment to School Agreement filed February 8, 1991 in Official Records Book 18130, at Page 833.
8. Declaration of Covenants, Restrictions and Easements for Huntington Permits and Water Management Systems dated September 17, 1991 and filed September 18, 1991 in Official

Records Book 18754, at Page 732, as amended by Amendment dated September 30, 1991, filed October 3, 1991 in Official Records Book 18794, at Page 45 and instrument filed May 1, 1992 in Official Records Book 19438, at Page 917 and further amended by Amendment filed November 3, 1992 in Official Records Book 20034, at Page 239, and further amended by Amendment recorded December 9, 1993 in Official Records Book 21491, at Page 692.

9. Terms, conditions and provisions of that certain Developer's Agreement Country Lakes Trunk Water Mains between Dade Savings and Loan Association, a Florida corporation and City of Miramar, a Florida municipal corporation, dated January 24, 1994 and filed August 23, 1994 in Official Records Book 11951, at Page 529.
10. Drainage Easement granted to South Broward Drainage District dated October 27, 1992, filed July 21, 1993 in Official Records Book 20894, at Page 917.
11. Closing Agreement recorded December 9, 1993 in Official Records Book 21491, Page 803, as amended in Official Records Book 23977, Page 262; and as affected by Assignment and Assumption of Closing Agreement recorded in Official Records Book 23977, Page 280.
12. Master Cable Agreement recorded in Official Records Book(s) 23383, Page 277.
13. Sewer Agreement recorded in Official Records Book 21578, Page 668.
14. General Notice of Lien for Water Treatment Plant Assessments recorded in Official Records Book(s) 21655, Page 102.
15. General Notice of Lien for Wastewater Treatment Plant Assessments recorded in Official Records Book(s) 23012, Page 152.
16. General Notice of Lien for Utility Improvement Assessments recorded in Official Records Book(s) 23018, Page 601.
17. Memorandum of Agreement recorded in Official Records Book(s) 22990, Page 755.
18. Memorandum of Agreement recorded in Official Records Book(s) 22990, Page 764.
19. Provisions of Stipulations of Final Judgments in RE: Resolution No. 80-83 recorded in Official Records Book 13408, Page 153; Resolution No. 82-105 recorded in Official Records Book 13408, Page 157; Resolution No. 85-178 recorded in Official Records Book 13408, Page 161; Resolution No. 86-111 recorded in Official Records Book 13408, Page 163; Resolution No. 89-166 recorded in Official Records Book 18848, Page 760; and Resolution No. 94-156 recorded in Official Records Book 22715, Page 697.
20. Park Agreement, Country Lakes West Plat, recorded in Official Records Book 25605, Page 150, and as amended in Official Records Book 28654, Page 711.
21. Ordinance No. 97-4 recorded in Official Records Book 25605, Page 828.

22. Road Impact Agreements recorded in Official Records Book 26054, Page 119 and in Official Records Book 26292, Page 968.
23. Resolution No. 98-252 recorded in Official Records Book 28596, Page 402.
24. Master Utility Construction Agreement recorded in Official Records Book 28654, Page 737.
25. Ordinance No. 00-23 recorded in Official Records Book 30325, Page 1792.
26. Agreement For Amendment Of Notation On Plat recorded in Official Records Book 31108, Page 1461.
27. Resolution No. 01-110 recorded in Official Records Book 31262, Page 1495.
28. Matters shown of that certain survey of the insured lands prepared by Miller Legg & Associates, Inc. under Project Number 0615-86.352, dated July 6, 1998 and last revised March 29, 2001.

NOTE: All recording references herein shall refer to the Public Records of BROWARD County, Florida, unless otherwise noted.

South Broward High School

1. Taxes and assessments for the year 2001 and subsequent years.
2. Restrictions, Dedications and Easements as shown on the Plat of HOLLYWOOD HOMESITES REVISED PLAT OF FIRST UNIT, recorded in Plat Book 11, Page 9.
3. Restrictions, Dedications and Easements as shown on the Plat of HOLLYWOOD HOMESITES, recorded in Plat Book 38, Page 24.
4. Easement(s) in favor of Florida Power and Light Company set forth in instrument(s) recorded in Official Records Book 4809, Page 29.
5. Ordinance No. 0-75-112 recorded in Official Records Book 6407, Page 299.
6. Ordinance No. 0-76-18 recorded in Official Records Book 6886, Page 89.
7. Matters shown on that certain survey of the insured lands prepared by Miller Legg & Associates under Project Number 0615-85.342 dated June 28, 2000 and last revised May 17, 2001.

NOTE: All recording references herein shall refer to the Public Records of BROWARD County, Florida, unless otherwise noted.

Dillard High School

1. Taxes and assessments for the year 2001 and subsequent years.

2. Resolution recorded in Deed Book 651, Page 571.
3. Agreement recorded in Deed Book 795, Page 337.
4. Resolution recorded in Official Records Book 2889, Page 498.
5. Notice of Adoption of Resolution recorded in Official Records Book 3353, Page 398.
6. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 3968, Page 968.
7. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 3968, Page 969.
8. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 3968, Page 970.
9. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 4018, Page 661.
10. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 4166, Page 284.
11. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 4166, Page 286.
12. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 4194, Page 507.
13. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 4194, Page 509.
14. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 4227, Page 692.
15. Notice of Adoption of Resolution recorded in Official Records Book 6286, Page 903.
16. Ordinance No. C-76-65 recorded in Official Records Book 6643, Page 381 and Official Records Book 6693, Page 835.
17. Easement(s) in favor of the City of Fort Lauderdale, set forth in instrument(s) recorded in Official Records Book 9376, Page 404.
18. Agreement recorded in Official Records Book 13478, Page 544.
19. Easement(s) as set forth in instrument(s) recorded in Official Records Book 14177, Page 298.

20. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 16197, Page 320.
21. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 16197, Page 342.
22. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 16197, Page 343.
23. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 16197, Page 344.
24. Ordinance No. 90-22, recorded in Official Records Book 17903, Page 339.
25. Ordinance No. 90-23, recorded in Official Records Book 17903, Page 342.
26. Road Easement to Broward County, recorded in Official Records Book 18008, Page 399.
27. Resolution recorded in Official Records Book 18839, Page 632.
28. Resolution No. 90-ZV-57, recorded in Official Records Book 19155, Page 528.
29. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 22243, Page 964.
30. Easement Agreement between BellSouth Telecommunications and The School Board of Broward County, recorded in Official Records Book 23680, Page 62.
31. Resolution No. 95-656, recorded in Official Records Book 23716, Page 707.
32. Easement Deed to The City of Fort Lauderdale, recorded in Official Records Book 24078, Page 761.
33. Resolution No. 96-32, recorded in Official Records Book 24620, Page 721.
34. Ordinance C-96-4, recorded in Official Records Book 24638, Page 356.
35. Easement(s) in favor of Florida Power and Light Company, set forth in instrument(s) recorded in Official Records Book 30707, Page 1854.
36. Matters shown on that certain survey of the insured lands prepared by Miller Legg & Associates, Inc. under Project No. 8615-34 dated June 10, 1998 and last revised May 23, 2001.

NOTE: All recording references herein shall refer to the Public Records of BROWARD County, Florida, unless otherwise noted.

Middle School "LL" (Parkland)

1. Taxes and assessments for the year 2001 and subsequent years.
2. Reservations recorded in Deed Book 395, Page 422.
3. Reservations recorded in Deed Book 398, Page 434, as affected by instruments recorded in Official Records Book 21768, Page 95 and Official Records Book 21855, Page 709.
4. Covenant Running With The Land recorded in Official Records Book 5893, Page 508, as partially released in Official Records Book 11535, Page 897.
5. Ordinance No. 86-70 recorded in Official Records Book 14030, Page 472.
6. Matters shown on that certain survey of the insured lands prepared by Miller Legg & Associates, Inc. under Project Number 71357, dated January 6, 2001 and last revised March 29, 2001.

NOTE: All recording references herein shall refer to the Public Records of BROWARD County, Florida, unless otherwise noted.

Elementary School "O" (Coconut Creek)

1. Taxes and assessments for the year 2001 and subsequent years.
2. Easements as shown on the Plat of Minto Margate I recorded in Plat Book 142, Page 7.
3. Declaration of Property as Major Employment Center recorded in O.R. Book 16404, Page 519.
4. Road Contribution Agreement between Minto Builders (Florida), Inc. and Broward County recorded in O.R. Book 17075, Page 356, as affected by Partial Releases recorded in Official Records Book 18292, Page 339; Official Records Book 18363, Page 953 and Official Records Book 18381, Page 357.
5. Utility Easement/Water Distribution and Wastewater Collection Systems recorded in O.R. Book 17747, Page 954 and Official Records Book 17747, Page 957.
6. Access Easement between American Holding Corp. and Minto Builders (Florida) recorded in O.R. Book 31492, page 1573.
7. Matters shown on that certain survey of the insured lands prepared by McLaughlin Engineering Company under Job Order Number T-4615 dated January 24, 2001 and last revised May 15, 2001.

Elementary School "P" (Weston)

[To Come]

Primary Learning Center (Circle Site)

1. Taxes and assessments for the year 2001 and subsequent years.
2. Restrictions, Dedications, Easements as shown on the Plat of PIEDRA DEL SOL recorded in Plat Book 82, Page 39.
3. Resolution designating area of operation of Broward County Water And Sewer Services recorded in O.R. Book 3843, Page 414.
4. Declaration of Restriction recorded in O.R. Book 4464, Page 747.
5. Private Road Easement recorded in O.R. Book 5225, Page 646.
6. Agreement between Broward County and PIEDRA DEL SOL Development, Inc. recorded in O.R. Book 6044, Page 417.
7. Private Road Easement recorded in O.R. Book 8687, Page 417.
8. Declaration of Covenants And Restrictions recorded in O.R. Book 8687, Page 420.
9. Easement(s) in favor of Florida Power and Light Company set forth in instrument(s) recorded in O.R. Book 11491, Page 284.
10. Matters shown on that certain survey of the insured lands prepared by Pulic Land Surveyors, Inc., under Job No. 41165 dated April 10, 2001.

NOTE: All recording references refer to the Public Records of Broward County, Florida, unless otherwise noted.

North Central Area Superintendent's Office

1. Taxes and assessments for the year 2001 and subsequent years.
2. Easements as shown on the Plat of Springtree recorded in Plat Book 75, Page 49.
3. Restrictions as shown on the Plat of Springtree recorded in Plat Book 75, Page 49.

NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

4. Declaration of Restrictions, covenants and conditions as set forth in that instrument recorded in Official Records Book 4897, Page 28.

NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

5. Easement(s) in favor of Florida Power & Light Company set forth in instrument(s) recorded in Official Records Book 6034, Page 362.
6. Utility Easement contained in the Bill of Sale granted to City of Sunrise, a Municipal corporation recorded in O.R. Book 10601, Page 561.
7. Roadway Entrance and Use Agreement recorded in O.R. Book 12666, Page 1.
8. Roadway Easement Agreement recorded in O.R. Book 23030, Page 576.
9. Emergency Vehicle Easement Agreement recorded in O.R. Book 23030, Page 597.
10. Memorandum of Lease by and between Argora Properties, L.P. and Nationsbank National Association, dated April 22, 1998 and recorded May 27, 1998 in Official Records Book 28280, page 34. Subordination, Attornment and Non-Disturbance Agreement recorded May 21, 1998 in Official Records Book 28257, Page 295 and in Official Records Book 28257, Page 300, both of the Public Records of Broward County, Florida.
11. Rights of Tenants in possession as tenants under unrecorded lease.
12. Matters shown on that certain survey of the insured lands prepared by Bock & Clark National Surveyors Network under Network Project No. 20000669/Site 001 dated October 27, 2000 and last revised May 18, 2001.

EXHIBIT C TO SCHEDULE 2001A-1

Series 2001A-1 Facilities

<u>LEASE PAYMENT DATE</u>	<u>BASIC LEASE PAYMENT</u>	<u>PRINCIPAL PORTION</u>	<u>INTEREST PORTION</u>	<u>REMAINING PRINCIPAL</u>
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MIA 181.484,865v2 10-1-10

SCHEDULE 2001B-1
dated as of January 1, 2002
as Amended and Restated as of May 1, 2002 and August 1, 2002
as further Amended and Restated as of March 1, 2004
as further Amended and Restated as of June 1, 2006
as further Amended and Restated as of July 1, 2010
as further Amended and Restated as of [DOCUMENT DATE]

to the

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

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, of Broward School Board Leasing Corp., as Lessor
(the "Trustee")

THIS AMENDED AND RESTATED SCHEDULE 2001B-1 (this "Schedule 2001B-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 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 2001B-1 Facilities herein described. The Trustee, as assignee of the Corporation pursuant to the Assignment Agreement (hereinafter defined), hereby demises, leases and subleases to the School Board, and the School Board hereby hires, takes, leases and subleases from the Trustee, the Series 2001B-1 Facilities and the Series 2001B-1 Facility Sites described herein, together with the rights described in clauses (i), (ii), and (iii) of Section 1 in the Series 2001B-1 Ground Lease (hereinafter defined). The Master Lease with respect to this Schedule and as modified and supplemented hereby, is referred to herein as the "Series 2001B-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 2001B-1 Lease the following terms have the meaning set forth below. Unless otherwise defined herein terms used herein and

not otherwise defined shall have the meanings given to them in the Master Lease or the Trust Agreement, as appropriate.

“Assignment Agreement” shall mean the Series 2001B Assignment Agreement dated as of January 1, 2002, between the Corporation and the Trustee.

“Certificates” or “Series of Certificates” shall mean, collectively, the Series 2001B Certificates, the Series 2004B Certificates and the Series 2010B Certificates.

“Commencement Date” for the Series 2001B-1 Lease is January 1, 2002.

“Continuing Disclosure Certificate” shall mean, (a) with respect to the Series 2001B Certificates, that certain Continuing Disclosure Certificate, dated February 14, 2002, executed and delivered by the School Board in connection with the issuance of the Series 2001B Certificates, (b) with respect to the Series 2004B Certificates, that certain Continuing Disclosure Certificate, dated March 16, 2004, executed and delivered by the School Board in connection with the issuance of the Series 2004B Certificates and (c) with respect to the Series 2010B Certificates, that certain Continuing Disclosure Certificate, dated [CLOSING DATE], executed and delivered by the School Board in connection with the issuance of the Series 2010B Certificates.

“Participating Underwriter” shall mean (a) with respect to the Series 2001B Certificates, any of the original underwriters of the Series 2001B Certificates, (b) with respect to the Series 2004B Certificates, any of the original underwriters of the Series 2004B Certificates and (c) with respect to the Series 2010B Certificates any of the original underwriters of the Series 2010B Certificates, required to comply with the Rule in connection with the offering of the Series 2001B Certificates, the Series 2004B Certificates or the Series 2010B Certificates, respectively.

“Rating Agency” shall mean each of Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., Moody’s Investors Service and Fitch Ratings and any other nationally recognized rating service not unacceptable to the Series 2001B Credit Facility Issuer, the Series 2004B Credit Facility Issuer or the Series 2010B Credit Facility Issuer which shall have provided a rating on any Outstanding Certificates.

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

“Series 2001B Certificates” shall mean the \$176,730,000 Certificates of Participation, Series 2001B 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 2001B Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2001B Credit Facility Issuer on February 14, 2002 insuring payment of the principal and interest in respect of the Series 2001B Certificates when due.

“Series 2001B Credit Facility Issuer” shall mean Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.), a New York domiciled financial guaranty insurance company, and its successors and assigns.

“Series 2001B Supplemental Trust Agreement” shall mean the Series 2001B Supplemental Trust Agreement dated as of January 1, 2002, between the Corporation and the Trustee.

“Series 2001B-1 Facilities” shall mean the Facilities described in **Exhibit A** to this Schedule 2001B-1.

“Series 2001B-1 Facility Sites” shall mean the Facility Sites described in **Exhibit B** to this Schedule 2001B-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 2001B-1 Ground Lease” shall mean the Series 2001B-1 Ground Lease dated as of January 1, 2002, as amended as of May 1, 2002, August 1, 2002, June 1, 2006, and July 1, 2010, between the School Board, as Lessor, and the Corporation, as Lessee, as the same may be further amended or supplemented from time to time.

“Series 2004B Certificates” shall mean the \$71,920,000 Certificates of Participation, Series 2004B 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 2004B Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2004B Credit Facility Issuer on March 16, 2004 insuring payment of the principal and interest in respect of the Series 2004B Certificates when due.

“Series 2004B Credit Facility Issuer” shall mean Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.), a New York domiciled financial guaranty insurance company, and its successors and assigns.

“Series 2004B Supplemental Trust Agreement” shall mean the Series 2004B Supplemental Trust Agreement dated as of March 1, 2004, between the Corporation and the Trustee.

“Series 2010B Certificates” shall mean the \$[PAR AMOUNT] Certificates of Participation, Series 2010B 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 2010B Credit Facility” shall mean the municipal bond insurance policy or policies issued by the Series 2010B Credit Facility Issuer on [CLOSING DATE] insuring payment of the principal and interest in respect of the Series 2010B Certificates when due.

“Series 2010B Credit Facility Issuer” shall mean [INSURER], a [_____], and its successors and assigns.

“Series 2010B Supplemental Trust Agreement” shall mean the Series 2010B Supplemental Trust Agreement dated as of [DOCUMENT DATE], between the Corporation and the Trustee.

SECTION 2. Lease Term. The total of all Lease Terms of the Series 2001B-1 Lease are expected to be approximately twenty-four (24) years and one hundred and eighty (180) days consisting of an “Original Term” of approximately one hundred and eighty (180) days from January 1, 2002, through and including June 30, 2002, twenty-four (24) Renewal Terms of twelve (12) months, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2002, and ending June 30, 2026, provided that on such date no Certificates are “Outstanding” under the Trust Agreement. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article II of the Master Lease.

SECTION 3. Series 2001B-1 Facilities to be Lease Purchased. The Series 2001B-1 Facilities lease-purchased under the Series 2001B-1 Lease are described in **Exhibit A** hereto.

SECTION 4. Series 2001B-1 Facility Sites to be Ground Leased to the Corporation and Permitted Encumbrances. The legal descriptions of the Series 2001B-1 Facility Sites ground leased to the Corporation and Permitted Encumbrances (in addition to those specified in the Master Lease) are set forth in **Exhibit B** hereto.

SECTION 5. Application of Certain Proceeds of Series 2001B Certificates. Pursuant to the provisions of Section 402 of the Series 2001B Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2001B-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2001B Certificates:

<u>Amount</u>	<u>Account</u>
\$174,486,823.00	Series 2001B Acquisition Account
344,713.47	Series 2001B Cost of Issuance Subaccount
1,022,702.00*	Series 2001B Lease Payment Account

* Represents accrued interest.

Pursuant to the provisions of Section 302 of the Series 2004B Supplemental Trust Agreement the Trustee deposited the following sums attributable to the Series 2001B-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2004B Certificates:

<u>Amount</u>	<u>Account</u>
\$52,331,941.81	Escrow Deposit Trust Fund
141,243.07*	Series 2004B Cost of Issuance Subaccount
98,888.54**	Series 2001B Lease Payment Account

- * Excludes \$180,915.96 paid directly to the Series 2004B Credit Facility Issuer for the premium due on the Series 2004B Credit Facility.
- ** Represents accrued interest.

Pursuant to the provisions of Section 402 of the Series 2010B Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2001B-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2010B Certificates:

<u>Amount</u>	<u>Account</u>
\$ _____*	Escrow Deposit Trust Fund
_____	Series 2010B Cost of Issuance Subaccount

- * Excludes \$ _____ paid directly to the Series 2010B Credit Facility Issuer for the premium due on the Series 2010B Credit Facility.

SECTION 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (June 15 and December 15) and the remaining principal portion with respect to the Series 2001B-1 Facilities to be lease purchased and the Series 2001B Certificates, the Series 2004B Certificates and the Series 2010B Certificates attributable to such Facilities are set forth in **Exhibit C**. 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 2001B Certificates, the Series 2004B Certificates and the Series 2010B Certificates relating to the Series 2001B-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 2001B Certificates, the Series 2004B Certificates or the Series 2010B Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 2001B Certificates pursuant to the Series 2001B Supplemental Trust Agreement or the Master Trust Agreement, the prepayment or defeasance of a portion of Series 2004B Certificates pursuant to the Series 2004B Supplemental Trust Agreement or the Master Trust Agreement or the prepayment or defeasance of a portion of Series 2010B Certificates pursuant to the Series 2010B Supplemental Trust Agreement or the Master Trust Agreement.

The interest portion of the Basic Lease Payments represented by each of the Series 2001B Certificates, the Series 2004B Certificates and the Series 2010B Certificates, expressed as an annual interest rate, is exempt from the limitations on interest rates set forth in Section 215.84, Florida Statutes, since each of the Series 2001B Certificates, the Series 2004B Certificates and the Series 2010B Certificates is 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 2001B Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to both the Series 2001B-1 and Series 2001B-2 Leases, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$3,000 payable annually in advance on May of

each year.

2. Trustee Expenses: Expenses to be billed at cost. Trustee closing expense of \$25.00. Legal fee for Trustee counsel at closing of \$4,500.00. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3. Credit Facility Issuer Payment: \$548,584.38 paid to the Series 2001B Credit Facility Issuer upon issuance of the Series 2001B Certificates with respect to the Series 2001B Credit Facility.

Additional Lease Payments with respect to the Series 2004B Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to the Series 2001B-1 Lease, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$3,000 payable annually in advance on May of each year.
2. Trustee Expenses: Expenses to be billed at cost. Trustee closing expense of \$25.00. Legal fee for Trustee counsel at closing of \$4,500.00. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3. Credit Facility Issuer Payment: \$180,915.96 paid to the Series 2004B Credit Facility Issuer upon issuance of the Series 2004B Certificates.

Additional Lease Payments with respect to the Series 2010B Certificates consist of a pro rata portion of the following amounts to be paid with respect to the Series 2001B-1 Lease, except as otherwise provided herein, by the School Board on the following dates:

1. Trustee Fees: Annual fee of \$[3,000] payable annually in advance on May of each year.
2. Trustee Expenses: Expenses to be billed at cost. Trustee closing expense of \$[25.00]. Legal fee for Trustee counsel at closing of \$[4,500.00]. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3. Credit Facility Issuer Payment: \$[] to be paid to the Series 2010B Credit Facility Issuer upon issuance of the Series 2010B Certificates.

SECTION 8 Prepayment Provisions. In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portions of the Basic Lease Payments due as provided in Section 6 of this Schedule 2001B-1 are subject to the following prepayment provisions:

A. Optional Prepayment

Series 2001B Certificates

1. The principal portion of Basic Lease Payments represented by the Series 2001B Certificates due on or before June 15, 2011, shall not be subject to prepayment at the option of the School Board.

2. The principal portion of Basic Lease Payments represented by the Series 2001B Certificates due on or after June 15, 2012, shall be subject to prepayment on or after June 15, 2011, by the School Board in whole or in part at any time, and if in part, in such order of due dates of the principal portion of such Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to the principal portion of such Basic Lease Payments to be prepaid, without premium, plus the interest portion of such Basic Lease Payments accrued to the Prepayment Date.

Series 2004B Certificates

The principal portion of Basic Lease Payments represented by the Series 2004B Certificates shall not be subject to optional prepayment.

Series 2010B Certificates

The principal portion of Basic Lease Payments represented by the Series 2010B Certificates allocable to Schedule 2001B-1 and due on or after December 15, 2021, shall be subject to prepayment on or after December 15, 2020, by the School Board in whole or in part at any time, and if in part, in such order of due dates of the principal portion of such Basic Lease Payments as shall be designated by the School Board to be prepaid, at the Prepayment Price equal to the principal portion of such Basic Lease Payments to be prepaid, without premium, plus the interest portion of such Basic Lease Payments accrued to the Prepayment Date.

B. Extraordinary Prepayment

Series 2001B Certificates and Series 2004B Certificates

1. The principal portion of Basic Lease Payments due under the Series 2001B-1 Lease, shall be subject to prepayment in whole or in part on any date at the option of the School Board, and if in part, from such due dates and in such amounts as shall be designated by the School Board to be prepaid if there are Net Proceeds equal to or greater than 10% of the remaining principal portion of the Basic Lease Payments relating to the Series 2001B-1 Facilities as a result of damage, destruction or condemnation of any portion of the Series 2001B-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 2001B-1 Facilities and represented by the Series 2001B Certificates and the Series 2004B Certificates, on a pro rata basis; provided, however, the pro rata portion allocable to the Series 2010B Certificates shall be applied as provided below.

2. The principal portion of Basic Lease Payments due under the Series 2001B-1 Lease shall be subject to prepayment in the event the Series 2001B-1 Lease terminates prior to payment in full of all of the Basic Lease Payments, to the extent the Trustee has moneys available for such purposes pursuant to the Trust Agreement or the Series 2001B Credit Facility Issuer or the Series 2004B Credit Facility Issuer exercises its option under the Series 2001B-1 Lease to direct the Trustee to declare all or a portion of the Purchase Option Price payable, to the extent and subject to the limitations provided in the Master Lease, and has directed the Trustee to prepay the principal amount of the Series 2001B Certificates or the Series 2004B Certificates in whole, respectively.

Series 2010B Certificates.

The extraordinary prepayment provisions set forth in Section 7.2(b) and Section 5.4(b) of the Master Lease shall not apply to Basic Lease Payments represented by Series 2010B Certificates.

Notwithstanding anything in the Series 2001B-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 2010B Certificates had they been subject to extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, shall be used instead in accordance with the following:

The Net Proceeds shall either (1) be applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Lease as fully as if they were the originally leased Series 2001B-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 2001B Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

SECTION 9. Other Special Provisions

A. Representations.

(1) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2001B-1, and all references therein to the Facilities shall include the Series 2001B-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 2001B-1, and all references therein to the Facilities shall include the Series 2001B-1 Facilities, except as otherwise provided below.

(2) The Corporation hereby represents that the Master Lease is in effect and that to its knowledge there are no defaults on the date of execution of this Schedule 2001B-1 under any Lease, Ground Lease or the Trust Agreement.

(3) The School Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2001B-1 Facilities, or the cost of making them available is included in the School Board's acquisition and construction budget for the Series 2001B-1 Facilities.

(4) The School Board represents that the property being released herefrom is limited to the property outlined and shown as "2010 COPS/QSCB Limits of Construction" in the attached **Exhibit D** hereto.

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 2001B Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer at the following address[es]:

Series 2001B Credit Facility Issuer and the Series 2004B Credit Facility Issuer:

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019
Attention: Surveillance

Series 2010B Credit Facility Issuer

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP]
[ATTN:]_____

C. Supplemental Provisions Required by Series 2001B Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer. For the purpose of the Series 2001B-1 Lease the following provisions shall apply:

1) The School Board may not substitute for any Series 2001B-1 Facilities other facilities owned by the School Board pursuant to Section 6.4 of the Master Lease without the consent of the Series 2001B Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer.

2) The School Board may not release a Series 2001B-1 Facility or a Series 2001B-1 Facility Site without the prior written consent of the Series 2001B Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer.

3) The Series 2001B Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2010B Credit Facility Issuer shall be provided with the following information:

(i) Annual audited financial statements within 180 days after the end of the School Board's fiscal year and the School Board's annual budget within 30 days after the approval thereof;

(ii) Notice of any default known to the Trustee within five business days after knowledge thereof;

(iii) Prior notice of the advance refunding or prepayment of any of the Series 2001B Certificates, the Series 2004B Certificates and the Series 2010B Certificates including the principal amount, maturities and CUSIP numbers thereof;

(iv) 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;

(v) 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");

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on the Basic Lease Payments represented by the Series 2001B Certificates, the Series 2004B Certificates or the Series 2010B Certificates;

(vii) A full original transcript of all proceedings, relating to the execution of any amendment or supplement to the related documents; and

(viii) All reports, notices and correspondences to be delivered under the terms of the Trust Agreement or the Series 2001B-1 Lease.

D. Continuing Disclosure. For purposes of the Series 2001B-1 Lease, the School Board hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Series 2001B-1 Lease, failure of the School Board to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Series 2001B Certificates, Outstanding Series 2004B Certificates or Outstanding Series 2010B Certificates, as the case may be, shall) or any Holder of the Series 2001B Certificates, the Series 2004B Certificates or the Series 2010B Certificates or Beneficial Owner, as the case may be, 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 2001B Certificates, the Series 2004B Certificates or Series 2010B Certificates (including persons holding Series 2001B Certificates, Series 2004B Certificates or Series 2010B Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2001B Certificates, Series 2004B Certificates or Series 2010B Certificates for federal income tax purposes.

E. Series 2001B-1 Ground Lease and Assignment Agreement. The parties hereto agree that any reference in the Series 2001B-1 Ground Lease and the Assignment Agreement to Series 2001B Certificates, the Series 2001B Certificate Holders, and the Series 2001B Credit Facility Issuer shall be deemed to also be references to the Series 2004B Certificates, the Series 2004B Certificate Holders, the Series 2004B Credit Facility Issuer, the Series 2010B Certificates, the Series 2010B Certificate Holders and the Series 2010B Credit Facility Issuer, respectively, each as their interests may appear. This provision shall survive the termination of the Series 2001B-1 Lease.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Trustee, as Assignee of the Corporation, and the Corporation have caused this Schedule 2001B-1 to be executed in their respective corporate names by their duly authorized officers, and the School Board has caused this Schedule 2001B-1 to be executed in its name by its duly authorized members or officers, all as of the day and year first written above.

[SEAL]

**BROWARD SCHOOL BOARD
LEASING CORP.**

Attest:

By: _____
James F. Notter
Secretary

By: _____
Name:
Title:

[SEAL]

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

Attest:

By: _____
James F. Notter
Secretary

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Michael C. Daly
Vice President

EXHIBIT A TO SCHEDULE 2001B-1

A. General Description of the Series 2001B-1 Facilities to be Lease Purchased:

Atlantic Technical Center – A 24 classroom addition at the existing technical center located at 4700 Coconut Creek Parkway in the city of Coconut Creek. This addition added approximately 39,000 gross square feet of permanent building to the campus. It houses grade 9-12 students. This addition provides 20 senior high classrooms, 4 science labs, and administration and guidance spaces. It added approximately 680 student stations to the school's capacity.

Broward Estates Elementary – A cafeteria replacement at the existing elementary school located at 441 NW 35th Avenue in the city of Fort Lauderdale. This replacement totals approximately 17,000 gross square feet. This cafeteria space serves the 775 students currently attending this elementary school. It provides a student and teacher dining area, a multipurpose /dining/meeting area, kitchen, stage and support spaces, custodial, and student/staff/public restrooms.

Castle Hill Elementary – A cafeteria replacement at the existing elementary school located at 2640 NW 46th Avenue in the city of Lauderdale. This replacement totals approximately 17,000 gross square feet. This cafeteria space serves some 800 students currently attending this elementary school. It provides a student and teacher dining area, a multipurpose /dining/meeting area, kitchen, stage and support spaces, custodial, and student/staff/public restrooms. The existing cafeteria building of approximately 4,100 square feet was remodeled into four intermediate classrooms with restrooms.

Deerfield Beach High – A 24 classroom addition at the existing high school located at 910 SW 15th Street in the city of Deerfield Beach. This addition added approximately 39,000 gross square feet of permanent building to the school. It houses grade 9-12 students. This addition provides 20 senior high classrooms and four science labs. It added approximately 680 student stations to the school's capacity.

Driftwood Elementary – A classroom and media center addition at the existing elementary school located at 2700 NW 69 Avenue in the city of Hollywood. This addition added approximately 32,000 gross square feet of permanent building to the school. It will house grade K – 5 students. This addition provides 12 elementary school classrooms, a skills lab, media center and associated spaces, staff/student/public restrooms, and custodial storage. It added approximately 310 student stations to the school's capacity.

New Elementary School "R" – This school located in the city of Miramar, has 122,215 gross square feet and a student capacity of 1,092. It houses grades K-5. This school has 7 kindergarten classrooms, 21 primary classrooms, 14 intermediate classrooms, 2 skills development labs, music lab, art lab, physical education, administration, custodial, food service, multipurpose room, stage, textbook storage, media center, and student, staff and public restrooms.

Fort Lauderdale High School – A 24 classroom addition at the existing school located at the 1600 NE 4th Avenue in the city of Fort Lauderdale. This addition added approximately 39,000

gross square feet of permanent building to the school. It houses grade 9-12 students. This addition provides 20 senior high classrooms and four science labs. It added approximately 680 student stations to the school's capacity.

New High School "GGG" – This school, located in the city of Coconut Creek has approximately 236,237 gross square feet and a student capacity of 1,476. It will house grade 9-12 students. This school has 30 senior high classrooms, 6 resource rooms, 2 skills development labs, 4 science labs, 2 chemistry labs, 2 art labs, vocal music, band, ensemble, physical education, 7 vocational labs, administration and guidance, custodial, food service, teacher planning, teacher dining, auditorium, stage and Support, textbook storage, public use facilities, media center, student, staff and public restrooms and various support spaces.

King, Martin Luther Elementary – A cafeteria replacement at the existing elementary school located at 591 NW 31st Avenue in the city of Fort Lauderdale. This replacement totals approximately 17,000 gross square feet. This cafeteria space serves some 865 students currently attending this elementary school. It will provide a student and teacher dining area, a multipurpose /dining/meeting area, kitchen, stage and support spaces, custodial, and student/staff/public restrooms.

Markham, Robert Elementary – A cafeteria replacement at the existing elementary school located at 1501 NW 15th Avenue in the city of Pompano Beach. This replacement totals approximately 17,000 gross square feet. This cafeteria space serves some 650 students currently attending this elementary school. It provides a student and teacher dining area, a multipurpose /dining/meeting area, kitchen, stage and support spaces, custodial, and student/staff/public restrooms.

North Area School of Choice – This school, located in the city of Coconut Creek has approximately 88,000 gross square feet and a student capacity of 616. It houses grade 6-12 students. This school has 15 senior high classrooms, 5 resource rooms, 1 skills development labs, 2 science labs, 1 art lab, music, physical education, 3 vocational labs, administration and guidance, custodial, food service, teacher planning, teacher dining, textbook storage, public use facilities, media center, student, staff and public restrooms and various support spaces.

Pompano Beach High School Institute of International Studies – This school replaced the existing facility with a new facility located at 1400 NE 6th Street in the city of Pompano Beach. The school has approximately 130,262 gross square feet and a student capacity of 1,374. It houses grade 9-12 students. This school has 30 senior high classrooms, 1 resource room, 2 skills development lab, 4 science labs, 2 chemistry labs, 1 art lab, vocal, music, band, ensemble, physical education, 5 vocational labs, administration and guidance, custodial, food service, teacher planning, teacher dining, auditorium, stage and support, textbook storage, public use facilities, media center, student, staff and public restrooms and various support spaces.

Southwest Bus Parking/Maintenance Facility – This administrative complex is located in the city of Pembroke Pines. This complex has approximately 38,000 gross square feet and the ability to house, fuel, and maintain approximately 300 school buses. The facility has administrative and staff support spaces, training rooms, garage space, restrooms, and fueling stations.

B. Estimated Costs of the Series 2001B-1 Facilities to be Lease Purchased:

<u>Facility</u>	<u>Planning</u>	<u>Construction</u>	<u>Total Project Cost</u>
Atlantic Technical Center	\$657,800	\$5,980,000	\$6,637,800
Broward Estates Elementary School	328,136	2,983,056	3,311,192
Castle Hill Elementary School	730,319	6,639,264	7,369,583
Deerfield Beach High School	1,231,388	11,194,436	12,425,824
Driftwood Elementary School	566,166	5,146,963	5,713,129
Elementary School "R"	1,553,063	14,118,757	15,671,820
Fort Lauderdale High School	2,642,122	24,019,292	26,661,414
High School "GGG"	3,660,830	33,280,270	36,941,100
Martin Luther King Elementary School	387,879	3,526,172	3,914,051
Robert Markham Elementary School	333,914	3,035,584	3,369,498
North Area School of Choice	1,357,620	12,342,000	13,699,620
Pompano Beach High School	3,032,950	27,572,270	30,605,220
Southwest Bus Parking/Maintenance Facility	898,323	7,268,248	8,166,571
TOTAL:	<u>\$17,380,510</u>	<u>\$157,106,312</u>	<u>\$174,486,822</u>

EXHIBIT B TO SCHEDULE 2001B-1

Series 2001B-1 Facility Sites to be Ground Leased

A. DESCRIPTION OF REAL ESTATE

Atlantic Technical Center

The South 350 feet of Tract 3, Less the West 260 feet thereof, TOGETHER WITH that portion of the East 900 Feet of said Tract 3, lying South of Hammondville Road (State Road # 814) and North of a line parallel with and 350 feet North of the South boundary of Tract 3, TOGETHER WITH the North 612 feet of Tract 8, Less the West 60 feet thereof, all being in Block 94 of THE PALM BEACH FARMS CO. PLAT NO.3, according to the Plat thereof, as recorded in Plat Book 2, Page 54, of the Public Records of Palm Beach County, Florida.

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

Broward Estates Elementary School

A portion of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 6, Township 50 South, Range 42 East.

Commencing at the Southeast corner of Lot 16, Block 9, ACADEMY AWARD HOMES, SECTION 2, according to the plat thereof, as recorded in Plat Book 42, Page 31, of the Public Records of Broward County, Florida; thence South 89°20'31" East on the South line of said Northeast one-quarter (NE 1/4) of Southwest one-quarter (SW 1/4) of Section 6, a distance of 400.00 feet; thence North 00°39'29" East, a distance of 20.00 feet to the POINT OF BEGINNING; thence continue North 00°39'29" East, a distance of 210.00 feet; thence South 89°20'31" East, a distance of 115.00 feet; thence South 00°39'29" West, a distance of 65.00 feet; thence South 89°20'31" East, a distance of 15.00 feet; thence South 00°39'29" West, a distance of 42.00 feet; thence North 89°20'31" West, a distance of 15.00 feet; thence South 00°39'29" West, a distance of 33.00 feet; thence North 89°20'31" West, a distance of 25.00 feet; thence South 00°39'29" West, a distance of 78.00 feet ; thence North 89°20'31" West, a distance of 90.00 feet to the POINT OF BEGINNING.

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

Castle Hill Elementary School

A portion of Lots 5,6,7,8,9,10,11,12,13 and 14, Block 4, FORWARD SUBDIVISION NO.1, according to the plat thereof, as recorded in Plat Book 52, Page 40, of the Public Records of Broward County, Florida and being more fully described as follows:

Commencing at the Southwest corner of Lot 9, Block 5 of said FORWARD SUBDIVISION NO. 1; thence North 90°00'00" West on the South line of said Blocks 5 and 4 and the Westerly and Easterly extension thereof, a distance of 192.44 feet; thence North 00°00'00" East, a distance of 85.40 feet to the POINT OF BEGINNING; thence continue North 00°00'00" East a distance of 260.26 feet; thence North 90°00'00" West, a distance of 137.26 feet; thence South 00°00'00"

West, a distance of 260.26 feet; thence South 90°00'00" East, a distance of 137.26 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Parcel 2:

A portion of Lots 7, 8, 11 and 12, Block 3, FORWARD SUBDIVISION NO. 1, according to the plat thereof as recorded in Plat Book 52, Page 40, of the Public Records of Broward County, Florida, being more fully described as follows:

Commencing at the most Westerly Southwest corner of Lot 10, said Block 3, FORWARD SUBDIVISION NO. 1; thence North 00°00'00" East on the West line of said Block 3, a distance of 118.12 feet; thence South 90°00'00" East, a distance of 75.00 feet to the POINT OF BEGINNING; thence continuing South 90°00'00" East, a distance of 40.00 feet; thence North 00°00'00" East, a distance of 40.00 feet; thence North 90°00'00" West, a distance of 40.00 feet; thence South 00°00'00" West, a distance of 40.00 feet to the POINT OF BEGINNING.

Deerfield Beach High School

A Portion of Block 5-A and Block 1-A, RIDGE ESTATES, according to the plat thereof as recorded in Plat Book 51, Page 43 of the Public Records of Broward County, Florida and a Portion of Tract "A," RIDGE ESTATES TRACT, according to the plat thereof as recorded in Plat Book 55, Page 11 of the Public Records of Broward County, Florida, all more fully described as follows:

COMMENCING at the Southeast corner of said Block 1A; thence North 89°59'29" West on the South line of said Tract 1-A and on the South line of said Tract "A", a distance of 509.90 feet; thence North 00°00'31" East, a distance of 314.28 feet to the Point of Beginning; thence continue North 00°00'00" East, a distance of 120.00 feet; thence South 89°59'29" East, a distance of 270.00 feet; thence South 00°00'31" East, a distance of 120.00 feet; thence North 89°59'29" East, a distance of 270.00 feet to the POINT OF BEGINNING.

Driftwood Elementary School

All of Blocks 1, 2, 17, 18, and 19, and also Lot 6 of Block 3, of "Driftwood Acres No. 20", as recorded in Plat Book 42, Page 18 of the Public Records of Broward County, Florida.

Together with the East 975.0 feet of the Southeast one-quarter (S.E. ¼) of the Northwest one-quarter (N.W. ¼) of the Southwest one-quarter (S.W. ¼) and the Southwest one-quarter (S.W. ¼) of the Northeast one-quarter (N.E. ¼) of the Southwest one-quarter (S.W. ¼) less the South 131.0 feet thereof, and less the East 25.0 feet thereof, all in Section 2, Township 51 South, Range 41 East, Broward County, Florida, containing 28.87 Acres, more or less.

Elementary School "R"

Parcel ES of SILVER SHORES, according to the Plat thereof as recorded in Plat Book 163, at Page 26 of the Public Records of Broward County, Florida.

High School "GGG"

Parcels A and B, High School "GGG" site 354.1, according to the plat thereof, as recorded in Plat Book 170, pages 99-101 of the Public Records of Broward County, Florida.

LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Beginning at the Western-most Southwest corner of said Parcel B; Thence North 00°25'05" West, along the West line of said Parcel B, a distance of 478.00 feet; Thence North 89°37'35" East, along a line 508.00 feet North of, when measured at right angles to, and parallel with the South line of said Parcel B, a distance of 212.00 feet; Thence South 00°25'05" East, along a line 212.00 feet East of, when measured at right angles to, and parallel with said West line, a distance of 108.00 feet; Thence North 89°37'35" East along a line 400.00 feet North of, when measured at right angles to, and parallel with the South line of said Parcel B, a distance of 806.47 feet; Thence South 37°30'40" East, a distance of 24.76 feet; Thence South 00°22'25" East a distance of 380.27 feet to a Point on said South line of Parcel B; Thence South 89°37'35" West, along said South line of Parcel B, a distance of 1003.10 feet; Thence North 45°23'43" West, along the Southwest line of said Parcel B, a distance of 42.44 feet to the POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING 1,678,841 SQUARE FEET (38.541 acres) MORE OR LESS.

Martin Luther King Elementary School

A portion of the Southeast one-quarter (SE¼) of the Southeast one-quarter (SE¼) of the Northeast one-quarter (NE¼) of Section 6, Township 50 South, Range 42 East, being more fully described as follows:

Commencing at the Southeast corner of Lot 9, Block 21 – BROWARDALE 1st ADDITION, according to the plat thereof, as recorded in Plat Book 43, Page 8 of the Public Records of Broward County, Florida; thence South 89°23'33" East, a distance of 310.00 feet; thence North 00°36'27" East, a distance of 385.00 feet to the Point of Beginning; thence continuing North 00°36'27" East, a distance of 295.00 feet; thence South 89°23'33" East a distance of 120.00 feet; thence South 00°36'27" West, a distance of 295.00 feet; thence North 89°23'33" West, a distance of 120.00 feet to the Point of Beginning.

Robert Markham Elementary School

A portion of the Southeast one-quarter (SE 1/4), of the Southeast one-quarter (SE 1/4), of the Southwest one-quarter (SW 1/4) of Section 27, Township 48 South, Range 42 East, more fully described as follows:

Commencing at the Southwest corner of the said Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of Section 27; thence North 00°02'46" East on the West line of said Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of Section 27 a distance of 50.00 feet; thence South 90°00'00" East, a distance of 229.00 feet; thence North 00°00'00" East a distance of 54.00 feet to the POINT OF BEGINNING; thence continuing North 00°00'00" East a distance of 78.00 feet; thence South 90°00'00" East, a distance of 74.00 feet; thence South 00°00'00" West, a distance of 78.00 feet; thence North 90°00'00" West, a distance of 74.00 feet to the POINT OF BEGINNING.

Fort Lauderdale High School

All of Block 1, and Block 2, less the West 10 feet thereof; and the North one-half (N. ½) of Block 5, less the West 10 feet thereof; and all of Blocks 6, 7, and 8, Franklin Court, according to the Plat thereof recorded in Plat Book 9, Page 54, of the Public Records of Broward County, Florida, and also Parcels A, B, and C of Piper Site, according to the Plat thereof, recorded in Plat Book 54, Page 49 of the Public Records of Broward County, Florida, and also Parcels 1, 2, and 3 of Piper Site, No. 2, Revised, according to the Plat thereof, recorded in Plat Book 61, Page 41, of the Public Records of Broward County, Florida, and the East 658.63 feet of the North one-half (N. ½) of the North one-half (N. ½), of the Northeast one-quarter (N.E. ¼) of Section 34, Township 49 South, Range 42 East, South of South Fork of Middle River.

TOGETHER WITH; Lots 9 and 10, Block 1; and lots 1 thru 11, inclusive, Block 4, Middle River Terrace Amended, according to the Plat thereof, recorded in Plat Book 30, Page 24, of the Public Records of Broward County, Florida;

TOGETHER WITH: A portion of the North one-half (N. ½) of the Northeast one-quarter (N.E. ¼) of the Northeast one-quarter (N.E. ¼) of Section 34, Township 49 South, Range 42 East, Broward County, Florida, lying East of the Wilton Boulevard, sometimes known as Northeast Fourth Avenue, as now located and established, and South of the South Fork of Middle River, more fully described as follows:

Beginning at the intersection of the South boundary line of the North one-half (N. ½) of the Northeast one-quarter (N.E. ¼) of the Northeast one-quarter (N.E. ¼) of said Section 34, with a line 40.00 feet East of the centerline of said Wilton Boulevard; thence North and parallel to the said centerline, a distance of 201.26 feet; thence Southeasterly making an included angle of 72°00'00", a distance of 255.26 feet; thence South and parallel to the centerline of Wilton Boulevard, a distance of 120.74 feet to a point on the South line of the North one-half (N. ½) of the Northeast one-quarter (N.E. ¼) of the Northeast one-quarter (N.E. ¼) of said Section 34; thence West along the said South line making an included angle of 90°29', a distance of 242.77 feet to the point of beginning.

TOGETHER WITH: Lots 13, 14, and 15 in Block 4, Middle River Terrace Amended, according to the Plat thereof, recorded in Plat Book 10, Page 13, of the Public Records of Broward County, Florida.

TOGETHER WITH: Parcel "A", the Ferd Heeb Plat, according to the Plat thereof, recorded in Plat Book 120, Page 33 of the Public Records of Broward County, Florida.

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

LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Southeast corner of Block 7, FRANKLIN COURT, according to the Plat thereof, as recorded in Plat Book 9, Page 54, of the Public Records of Broward County, Florida; thence North 89°43'46" West, along the South line of said Block 7, a distance of 132.80 feet; thence North 00°00'00" East a distance of 25.39 feet to the Point of Beginning; thence continue North 00°00'00" East a distance of 255.00 feet; thence North 90°00'00" West, a distance of 82.00 feet; thence South 00°00'00" East a distance of 255.00 feet; thence South 90°00'00" East, a distance of 82.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale and containing 20,910 square feet or 0.4800 acres, more or less.

AND LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

PORTIONS OF PARCELS "A" AND "C", PIPER SITE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 54, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; TOGETHER WITH PORTIONS OF "FRANKLIN COURT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 54, OF SAID PUBLIC RECORDS; TOGETHER WITH PARCEL "A", THE FERD HEEB PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120, PAGE 33, OF SAID PUBLIC RECORDS; TOGETHER WITH A PORTION OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 49 SOUTH, RANGE 42 EAST, ALL DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL "A", "PIPER SITE"; THENCE NORTH 00°33'40" WEST, A DISTANCE OF 891.50 FEET; THENCE NORTH 00°33'48" WEST, A DISTANCE OF 205.63 FEET; THENCE NORTH 00°33'48" WEST, A DISTANCE OF 7.48 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE OF 6°55'05", FOR AN ARC DISTANCE OF 133.53 FEET TO THE POINT OF TANGENCY; THENCE NORTH 06°21'17" EAST, A DISTANCE OF 49.39 FEET, THE LAST FIVE (5) DESCRIBED COURSES BEING COINCIDENT WITH THE EAST RIGHT OF WAY OF NORTHEAST 4TH AVENUE; THENCE SOUTH 74°39'17" EAST, A DISTANCE OF 67.77 FEET; THENCE SOUTH 11°29'28" WEST, A DISTANCE OF 9.25 FEET; THENCE SOUTH 05°48'14" EAST, A DISTANCE OF 20.06 FEET; THENCE NORTH 88°38'13" EAST, A DISTANCE OF 34.91 FEET; THENCE SOUTH 70°00'53" EAST, A DISTANCE OF 25.02 FEET; THENCE SOUTH 66°49'18" EAST, A DISTANCE OF 25.12 FEET; THENCE SOUTH 60°59'43" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 51°52'46" EAST, A DISTANCE OF 25.42 FEET; THENCE SOUTH 71°12'13" EAST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 45°31'34" EAST, A DISTANCE OF 30.76 FEET; THENCE SOUTH 00°09'33" EAST, A DISTANCE OF 54.82 FEET, THE LAST 11 COURSES BEING COINCIDENT WITH THE NORTH AND EAST BOUNDARIES OF SAID PARCEL "A", THE FERD HEEB PLAT; THENCE SOUTH 74°47'10" EAST, A DISTANCE OF 51.89 FEET; THENCE SOUTH, A DISTANCE OF 115.80 FEET; THENCE SOUTH 89°49'22" WEST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 00°37'30" EAST, A DISTANCE OF 56.30 FEET; THENCE NORTH 89°25'56" EAST, A DISTANCE OF 5.57 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 85°49'40" EAST, FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 33.20 FEET, A CENTRAL ANGLE OF 86°10'49", FOR AN ARC LENGTH OF 49.94 FEET; THENCE SOUTH 89°59'57" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 201.58 FEET; THENCE SOUTH 66°26'10" EAST, A DISTANCE OF 57.64 FEET; THENCE SOUTH 27°26'01" EAST, A DISTANCE OF 122.82 FEET; THENCE SOUTH 15°35'15" EAST, A DISTANCE OF 30.43 FEET; THENCE SOUTH 10°22'19" EAST, A DISTANCE OF 15.96 FEET; THENCE SOUTH, A DISTANCE OF 144.71 FEET; THENCE SOUTH 89°32'13" WEST, A DISTANCE OF 228.91 FEET; THENCE SOUTH 00°33'06" EAST, A DISTANCE OF 14.01 FEET; THENCE SOUTH 89°32'13" WEST, A DISTANCE OF 246.12 FEET; THENCE SOUTH 00°33'08" EAST, A DISTANCE OF 150.11 FEET; THENCE NORTH 89°26'52" EAST, A DISTANCE OF 164.75 FEET; THENCE SOUTH 00°31'24" EAST, A DISTANCE OF 18.96 FEET; THENCE SOUTH 89°28'36" WEST, A DISTANCE OF 3.82 FEET; THENCE SOUTH 00°01'38" EAST, A DISTANCE OF 80.88 FEET; THENCE NORTH 89°28'36" EAST, A DISTANCE OF 14.88 FEET; THENCE SOUTH 00°31'24" EAST, A DISTANCE OF 47.03 FEET; THENCE NORTH 89°20'08" EAST, A DISTANCE OF 4.77 FEET; THENCE SOUTH 00°29'30" EAST, A DISTANCE OF 121.11 FEET; THENCE NORTH 89°06'40" EAST, A DISTANCE OF 38.10 FEET; THENCE SOUTH 00°34'41" EAST, A DISTANCE OF 137.01 FEET; THENCE SOUTH 89°19'58" WEST, ALONG THE SOUTH BOUNDARY OF SAID PARCEL "A", "PIPER SITE", A DISTANCE OF 362.81 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY FLORIDA, CONTAINING 448,585 SQUARE FEET OR 10.298 ACRES MORE OR LESS.

North Area School of Choice

A portion of Tract "B" of THE HALE PLAT, according to the Plat thereof as recorded in Plat Book 137 Page 16 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Tract "B"; thence along the South line of said Tract "B" North 88°52'35" East (bearing basis) 50.00 feet to a line parallel with and 50.00 feet East of the West line of said Tract "B", and the POINT OF BEGINNING; thence along said parallel line North 00°26'31" West, 710.17 feet to the North line of said Tract "B"; thence along said North line for the following Five (5) courses; (1) North 88°52'35" East 65.90 feet; (2) South 87°18'34"

East, 180.40 feet; (3) North 88°52'35" East 305.00 feet; (4) North 01°07'25" West, 12.00 feet; (5) North 88°52'35" East 64.97 feet; thence South 01°07'25" East, 710.12 feet to the South line of said Tract "B"; thence along said South line South 88°52'35" West, 624.32 feet to the POINT OF BEGINNING.

Pompano Beach High School

TRACT 0750, SCHOOL SITE 0750, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS THE NORTH 30 FEET AND LESS THE SOUTH 30 FEET AND LESS THE WEST 30 FEET THEREOF.

SAID LAND LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 1,658,583 SQUARE FEET (38.076 ACRES) MORE OR LESS.

Southwest Bus Parking/Maintenance Facility

A PORTION OF PARCEL 'A', "WEST BROWARD INDUSTRIAL PARK NORTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 160 AT 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', A DISTANCE OF 659.82 FEET; THENCE SOUTH 89°52'25" WEST, ALONG SAID LINE, A DISTANCE OF 77.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'25" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1188.11 FEET; THENCE NORTH 00°12'55" WEST A DISTANCE OF 338.90 FEET; THENCE NORTH 38°15'24" EAST, A DISTANCE OF 1003.24 FEET; THENCE NORTH 12°59'31" EAST, A DISTANCE OF 294.16 FEET (THE LAST THREE DESCRIBED COURSES BEING ALONG A LINE 15.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF AN 80.00 FOOT WIDE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 7111 AT PAGE 818 OF SAID PUBLIC RECORDS); THENCE NORTH 89°48'05" EAST, A DISTANCE OF 544.21 FEET; THENCE SOUTH 00°11'55" EAST, ALONG A LINE 30.00 FEET WEST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST ONE-HALF OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST, A DISTANCE OF 1112.47 FEET; THENCE SOUTH 06°38'39" WEST, A DISTANCE OF 100.72 FEET; THENCE SOUTH 00°11'55" EAST, ALONG A LINE 42.00 FEET WEST OF AND PARALLEL WITH, AS MEASURED

AT RIGHT ANGLES TO, SAID WEST LINE, A DISTANCE OF 164.96 FEET; THENCE SOUTH 44°50'15" WEST, A DISTANCE OF 49.53 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 30.00 ACRES MORE OR LESS.

B. PERMITTED ENCUMBRANCES:

Atlantic Technical Center

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Page(s) 54, Public Records of Palm Beach County, Florida; said lands located, lying and being in Broward County, Florida.
2. Canal Easement filed October 6, 1971 recorded in O.R. Book 4630, Page 488 over the East 50 feet of Tracts 3 and 8, Public Records of Broward County, Florida.
3. Quit Claim Deed to City of Margate filed July 14, 1983 recorded in O.R. Book 10995, Page 6, Public Records of Broward County, Florida.
4. Easement in favor of Florida Power & Light Company contained in instrument recorded February 3, 1998, O.R. Book 27642, Page 215, Public Records of Broward County, Florida.
5. All of the following exceptions are revealed by the Survey prepared by McLaughlin Engineering Company, dated May 25, 2001 under Job # T-5192:

Site is improved with Buildings and Parking Areas-Survey is not of entire insured parcel.

Broward Estates Elementary School

1. Utility Easement contained in instrument recorded May 3, 1995, O.R. Book 23406, Page 278, Public Records of Broward County, Florida.
2. Quit Claim Deed filed October 10, 1978 recorded in O.R. Book 7809, Page 668, Public Records of Broward County, Florida.
3. Unrecorded Series 2001B-1 Ground Lease dated November 1, 2001 between The School Board of Broward County and Broward School Board Leasing Corp.
4. All of the following exceptions are revealed by the Survey prepared by McLaughlin Engineering Company resurveyed November 6, 2001, under Job # T-5069 and T-5843:.

Site is improved with Asphalt Paving, Chain Link Fencing and Portable Frame Buildings.

Castle Hill Elementary School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of FORWARD SUBDIVISION NO.1, as recorded in Plat Book 52, Page(s) 40, Public Records of Broward County, Florida.

2. Easement Agreement recorded January 20, 1964, O.R. Book 2738, Page 351, Public Records of Broward County, Florida.
3. Water and Sewer Easement Agreement recorded June 24, 1965 in O.R. Book 3037, Page 587, Public Records of Broward County, Florida.
4. Gas Easement Agreement recorded June 24, 1965 in O.R. Book 3037, Page 591, Public Records of Broward County, Florida.
5. Easement in favor of Florida Power & Light Company, contained in instrument recorded June 2, 1971, O.R. Book 4514, Page 638, Public Records of Broward County, Florida.
6. All of the following exceptions are revealed by the Survey prepared by McLaughlin Engineering Company resurveyed and certified October 19, 2001 under Job # T-2213, T-3397 and T- 57981:
 - a) Parcel 1- Various structures owned by The School Board of Broward County, Florida and located upon adjacent property encroach upon said parcel along the South, West and North property lines.
 - b) Parcel 2- None.

Deerfield Beach High School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of REPLAT OF A PORTION OF RIDGE ESTATES SECTION ONE, as recorded in Plat Book 51, Page(s) 43, Public Records of Broward County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of RIDGE ESTATES TRACT, as recorded in Plat Book 55, Page(s) 11, Public Records of Broward County, Florida.
3. Utility Easement contained in instrument recorded September 29, 1971, O.R. Book 4624, Page 304, Public Records of Broward County, Florida.
4. Utility Service Agreement filed February 20, 1969 recorded in O.R. Book 3864, Page 498, Public Records of Broward County, Florida.

Driftwood Elementary School

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of DRIFTWOOD ACRES 20, as recorded in Plat Book 42, Page(s) 18, Public Records of Broward County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SCHOOL SITES 720 and 860, as recorded in Plat Book 157, Page(s) 41, Public Records of Broward County, Florida.

3. Resolution of the Central Broward Drainage District recorded in O.R. Book 3438, Page 60, Public Records of Broward County, Florida.
4. Easement in favor of Florida Power & Light Company, contained in an instrument recorded December 4, 1995, O.R. Book 24212, Page 931, Public Records of Broward County, Florida.
5. Road Improvement Agreement filed February 23, 1995 recorded in O.R. Book 23168, Page 482, Public Records of Broward County, Florida.
6. Canal and other Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 7, Page 576, Public Records of Broward County, Florida.
7. Utility Easement contained in instrument recorded June 15, 1961, O.R. Book 2194, Page 196, Public Records of Broward County, Florida.

Elementary School "R"

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SILVER SHORES, as recorded in Plat Book 163, Page 26, of the Public Records of Broward County, Florida.
2. Terms, conditions, provisions and easements of the Declaration of Covenants, Restrictions and Easements for SILVER SHORES recorded in O.R. Book 23967, Page 755, as amended and supplemented in O.R. Book 28770, Page 912, all of the Public Records of Broward County, Florida.
3. Affidavits regarding road reservations and rights of way recorded in O.R. Book 29446 at Pages 563, 566, 569, 572, 575, 578 and 581, all of the Public Records of Broward County, Florida.
4. Traffic Signalization Agreement by and between Broward County and GLSL Associates recorded in O.R. Book 26858, Page 358 of the Public Records of Broward County, Florida.
5. Recreational Impact Agreement recorded in O.R. Book 26858, Page 348 of the Public Records of Broward County, Florida.
6. Silver Shores Drainage Easement No. 2 recorded in O.R. Book 27783, Page 861 of the Public Records of Broward County, Florida.
7. Reservations in favor of the Everglades Drainage District as set forth in Deed recorded in Deed Book 470, Page 160, as modified by Non Use Commitment No. 1220 by the South Florida Water Management District on Lands Deeded by the Board of Commissioners of

Everglades Drainage District, recorded in O.R. Book 29446, Page 560 and Release of Reservations No. 17158 by the South Florida Water Management District on Lands Deeded by the Board of Commissioners of Everglades Drainage District, recorded in O.R. Book 29446, Page 553, all of the Public Records of Broward County, Florida.

8. Canal and other Reservations in favor of the State of Florida, as set forth in the deeds from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 240, Deed Book 45, Page 360, Deed Book 70, Page 85, Deed Book 475, Page 1 and Deed Book 631, Page 155 as may be affected by that certain Release of Reservations No. 17157 by the South Florida Water Management District on Lands Deeded by the Trustees of the Internal Improvement Fund, recorded in O.R. Book 29446, Page 556, all of the Public Records of Broward County, Florida.
9. Road reservations as shown on the plat of Florida Fruit Lands Company's Subdivision Map No. 1, recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida.
10. Road reservations as shown on the plat of Chambers Land Company's Subdivision, recorded in Plat Book 1, Page 5A of the Public Records of Broward County, Florida.
11. Reservations in favor of the Napoleon B. Broward Drainage District as set forth in Deed recorded in Deed Book 130, Page 40.
12. Agreement recorded in O.R. Book 14638, Page 154 of the Public Records of Broward County, Florida.
13. Ordinances recorded in O.R. Book 15795, Page 74 and O.R. Book 17725, Page 209, all of the Public Records of Broward County, Florida.
14. Water and Sewer Agreement recorded in O.R. Book 20982, Page 19 of the Public Records of Broward County, Florida.
15. Flowage Easement Agreement recorded in O.R. Book 21523, Page 304 of the Public Records of Broward County, Florida.
16. General Notice of Lien for Water Treatment Plant Assessments recorded in O.R. Book 21655, Page 102 of the Public Records of Broward County, Florida.

High School "GGG"

1. Notice of Expiration of Findings of Adequacy recorded in O.R. Book 32212, Page 275, Public Records of Broward County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of HIGH SCHOOL "GGG" SITE NO. 354-1, as recorded in Plat Book 170, Page(s) 99, as affected by O.R. Book 32212, Page 275, Public Records of Broward County, Florida.

3. Agreement recorded July 27, 1993 in O.R. Book 20912, Page 528, as assigned in O.R. Book 22822, Page 504, Public Records of Broward County, Florida.
4. City of Coconut Creek Ordinance No. 110-97 recorded in O.R. Book 26295, Page 242, Public Records of Broward County, Florida.
5. Conservation Easement recorded July 9, 1999 in O.R. Book 29645, Page 1668, Public Records of Broward County, Florida.
6. Resolution No. 2001-101 of the City of Coconut Creek recorded August 13, 2001 in O.R. Book 31972, Page 1346, Public Records of Broward County, Florida.
7. Agreement phasing Installation of Required Improvements between Broward County, and The School Board of Broward County, as recorded in O.R. Book 32212, Page 261, Public Records of Broward County, Florida
8. Canal and other Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 77, Page 94, Public Records of Palm Beach County, Florida.
9. The following exception is revealed by the survey prepared by Craven-Thompson & Associates dated November 2, 2001 bearing Project No. 98-0041.002.
 - a) This is unimproved property with an encroachment of the tree area on the Northeast property line.

Martin Luther King Elementary School

1. Quit Claim Deed filed May 8, 1976 recorded in O.R. Book 4856, Page 844, Public Records of Broward County, Florida.
2. Road Right of Way Deed filed March 16, 1968 recorded in O.R. Book 3191, Page 495, Public Records of Broward County, Florida.
3. Storm Sewer Easement contained in instrument recorded May 3, 1976, O.R. Book 6572, Page 844, Public Records of Broward County, Florida.
4. Easement in Favor of Florida Power & Light Company contained in instrument recorded October 4, 1976, O.R. Book 6746, Page 877, Public Records of Broward County, Florida.
5. Utility Easement contained in instrument recorded April 18, 1980, O.R. Book 8857, Page 461, Public Records of Broward County, Florida.

Robert Markham Elementary School

1. Sewer Line Easement, recorded May 3, 1967, O.R. Book 3418, Page 231, Public Records of Broward County, Florida.
2. Easement in favor of Florida Power & Light Company, contained in an instrument recorded May 3, 1968, O.R. Book 3656, Page 375, Public Records of Broward County, Florida.

Fort Lauderdale High School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of FRANKLIN COURT, as recorded in Plat Book 9, Page(s) 54, Public Records of Broward County, Florida.
2. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of PIPER SITE, as recorded in Plat Book 54, Page(s) 49, Public Records of Broward County, Florida.
3. Agreement with City of Fort Lauderdale filed December 31, 1965 recorded in O.R. Book 3144, Page 446, Public Records of Broward County, Florida.
4. Utility Resolution filed January 14, 1966 recorded in O.R. Book 3153, Page 368, Public Records of Broward County, Florida.
5. Municipal Resolution filed October 1, 1971 recorded in O.R. Book 4626, Page 940, Public Records of Broward County, Florida.
6. Utility Easement contained in instrument recorded March 3, 1972, O.R. Book 4788, Page 235, Public Records of Broward County, Florida

North Area School of Choice

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of THE HALE PLAT, as recorded in Plat Book 137 Page 16, of the Public Records of Broward County, Florida.
2. Easement Agreement recorded April 4, 1960 in O.R. Book 1886 Page 256 of the Public Records of Broward County, Florida.
3. Grant of Easement for Drainage Purposes recorded December 31, 1986 in O.R. Book 14044 Page 405 of the Public Records of Broward County, Florida.
4. Grant of Easement for Drainage Purposes recorded December 31, 1986 in O.R. Book 14044 Page 413 of the Public Records of Broward County, Florida.
5. City of Margate Developer Agreement recorded January 2, 1985 in O.R. Book 12235 Page 956 of the Public Records of Broward County, Florida.

6. Easement given to Florida Power & Light Company, recorded October 7, 1985 in O.R. Book 12875 Page 795 of the Public Records of Broward County, Florida.

7. Road Contribution Agreement recorded February 22, 1988 in O.R. Book 16055 Page 639 of the Public Records of Broward County, Florida.

8. Interlocal Agreement recorded June 15, 2001 in O.R. Book 31972 Page 1349 of the Public Records of Broward County, Florida.

9. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded April 5, 1999 in O.R. Book 29360 Page 172 of the Public Records of Broward County, Florida.

10. Sidewalk Easement given to Broward County, recorded June 14, 2001 in O.R. Book 31716 Page 96 of the Public Records of Broward County, Florida.

11. Resolution recorded May 20, 2002 in O.R. Book 33153 Page 1671 of the Public Records of Broward County, Florida.

12. All matters shown on that certain survey prepared by Miller Legg & Associates, dated October 18, 2001, Job number 1615-45.352 reveals the following:

(a) 10' Utility Easement in the North and South Property Lines which is encroached by an asphalt driveway.

(b) A Drainage Easement on the Northwest portion of the subject property.

Pompano Beach High School

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SCHOOL SITE 0750, as recorded in Plat Book 148. Page(s) 33, Public Records of Broward County, Florida.
2. Right of Way for Northeast 6th Street as described in Deed Book 698, Page 569, Public Records of Broward County, Florida.
3. Covenants, conditions and restrictions recorded August 27, 1958, in O.R Book 1301, Page 71, Public Records of Broward County, Florida.
4. Southern Bell Telephone and Telegraph Easement contained in instrument recorded June 24, 1987, O.R. Book 14561, Page 168, Public Records of Broward County, Florida.
5. Municipal Ordinance Abandoning portions of the right-of-way for Northeast Sixth Street reserving easements for public utilities recorded July 10, 2001 in O.R. Book 31822, Page 1795, Public Records of Broward County, Florida.

Southwest Bus Parking/Maintenance Facility

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of WEST BROWARD INDUSTRIAL PARK NORTH, as recorded in Plat Book 160, Page(s) 32, Public Records of Broward County, Florida.
2. All of the following exceptions are revealed by the Survey prepared by Miller Legg & Associates, dated October 22, 2001, Leasing Job #71540-0:
 - a) Encroachment of Rock Road on Northeast portion of Parcels 1 and 2.
 - b) Five Foot Wire Fence along Southern Perimeter of Parcel 1.
3. Canal and other Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 252 and Deed Book 65, Page 357, Public Records of Miami-Dade County, Florida.
4. Canal and other reservations contained in Everglades Drainage District Deed dated January 16, 1945 recorded in Deed Book 470, Page 357, Public Records of Broward County, Florida.
5. South Broward Drainage District Resolution 2000-15 adopted June 29, 2000 recorded in O.R. Book 30655, Page 1545, Public Records of Broward County, Florida.
6. Easement contained in instrument recorded February 11, 2000, O.R. Book 30252, Page 1787, Public Records of Broward County, Florida.
7. Easement contained in instrument recorded February 11, 2000, O.R. Book 30252, Page 1792, Public Records of Broward County, Florida.
8. Road Impact Agreement filed June 28, 1996 recorded in O.R. Book 25066, Page 949, Public Records of Broward County, Florida.

EXHIBIT C TO SCHEDULE 2001B-1**Series 2001B-1 Facilities**

LEASE PAYMENT DATE	BASIC LEASE PAYMENT	PRINCIPAL PORTION	INTEREST PORTION	REMAINING PRINCIPAL
December 15, 2009	\$3,994,808.12		\$3,994,808.12	\$156,645,000
June 15, 2010	6,904,808.12	\$2,910,000.00	3,994,808.12	153,735,000
December 15, 2010	3,936,608.12		3,936,608.12	153,735,000
June 15, 2011	6,601,608.12	2,665,000.00	3,936,608.12	151,070,000
December 15, 2011	3,881,642.50		3,881,642.50	151,070,000
June 15, 2012	10,761,642.50	6,880,000.00	3,881,642.50	144,190,000
December 15, 2012	3,707,170.63		3,707,170.63	144,190,000
June 15, 2013	10,937,170.63	7,230,000.00	3,707,170.63	136,960,000
December 15, 2013	3,514,799.38		3,514,799.38	136,960,000
June 15, 2014	11,129,799.38	7,615,000.00	3,514,799.38	129,345,000
December 15, 2014	3,316,112.50		3,316,112.50	129,345,000
June 15, 2015	11,331,112.50	8,015,000.00	3,316,112.50	121,330,000
December 15, 2015	3,101,846.88		3,101,846.88	121,330,000
June 15, 2016	11,541,846.88	8,440,000.00	3,101,846.88	112,890,000
December 15, 2016	2,875,021.88		2,875,021.88	112,890,000
June 15, 2017	11,770,021.88	8,895,000.00	2,875,021.88	103,995,000
December 15, 2017	2,635,968.75		2,635,968.75	103,995,000
June 15, 2018	12,010,968.75	9,375,000.00	2,635,968.75	94,620,000
December 15, 2018	2,384,015.63		2,384,015.63	94,620,000
June 15, 2019	12,259,015.63	9,875,000.00	2,384,015.63	84,745,000
December 15, 2019	2,118,625.00		2,118,625.00	84,745,000
June 15, 2020	12,528,625.00	10,410,000.00	2,118,625.00	74,335,000
December 15, 2020	1,858,375.00		1,858,375.00	74,335,000
June 15, 2021	12,788,375.00	10,930,000.00	1,858,375.00	63,405,000
December 15, 2021	1,585,125.00		1,585,125.00	63,405,000
June 15, 2022	13,060,125.00	11,475,000.00	1,585,125.00	51,930,000
December 15, 2022	1,298,250.00		1,298,250.00	51,930,000
June 15, 2023	13,348,250.00	12,050,000.00	1,298,250.00	39,880,000
December 15, 2023	997,000.00		997,000.00	39,880,000
June 15, 2024	13,647,000.00	12,650,000.00	997,000.00	27,230,000
December 15, 2024	680,750.00		680,750.00	27,230,000
June 15, 2025	13,965,750.00	13,285,000.00	680,750.00	13,945,000
December 15, 2025	348,625.00		348,625.00	13,945,000
June 15, 2026	14,293,625.00	13,945,000.00	348,625.00	-0-

EXHIBIT D TO SCHEDULE 2001B-1

