

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 June 1, 2011
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 as of [DOCUMENT DATE] under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000 (the "Master Lease"), pursuant to which the Corporation has agreed to 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 2001A-1 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 All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby are incorporated herein by reference.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, the Series 2011A Certificates and the Series 2012A 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, (c) with respect to the Series 2011A Certificates, that certain Continuing Disclosure Certificate dated June 9, 2011, executed and delivered by the School Board in connection with the issuance of the Series 2011A Certificates and (d) with respect to the Series 2012A Certificates, that certain Continuing Disclosure Certificate dated [CLOSING DATE], executed and delivered by the School Board in connection with the issuance of the Series 2012A Certificates.

“**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, (c) with respect to the Series 2011A Certificates, any of the original underwriters of the Series 2011A Certificates and (d) with respect to the Series 2012A Certificates, any of the original underwriters of the Series 2012A Certificates, required to comply with the Rule in connection with the offering of the Series 2001A Certificates, the Series 2004B Certificates, the Series 2011A Certificates or the Series 2012A Certificates, respectively.

“**Rating Agency**” shall mean each of Moody’s Investors Service, Standard & Poor’s Rating Services and Fitch Ratings and any other nationally recognized rating service acceptable to the Series 2001A Credit Facility Issuer, the Series 2004B Credit Facility Issuer, the Series 2011A Credit Facility Issuer[or the Series 2012A 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., 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 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., 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 2011A Certificates” shall mean the \$175,510,000 Certificates of Participation, Series 2011A 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 2011A Credit Facility” shall mean the municipal bond insurance policy issued by the Series 2011A Credit Facility Issuer on June 9, 2011, insuring payment of the principal and interest in respect of the Series 2011A Certificates when due.

“**Series 2011A Credit Facility Issuer**” shall mean Assured Guaranty Municipal Corp., a New York domiciled financial guaranty insurance company, or any successor thereto or assignee thereof.

“**Series 2011A Supplemental Trust Agreement**” shall mean the Series 2011A Supplemental Trust Agreement dated as of June 1, 2011 between the Corporation and the Trustee.

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

[“**Series 2012A Credit Facility Issuer**” shall mean [_____], a New York domiciled financial guaranty insurance company, or any successor thereto or assignee thereof.]

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

Section 2. Lease Term. The total of all Lease Terms of the Series 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 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 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 2011A 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 2011A Certificates:

<u>Amount</u>	<u>Account</u>
\$128,029,553.82	Escrow Deposit Trust Fund
\$286,111.10*	Series 2011A Cost of Issuance Subaccount

* Does not include \$156,537.31 paid directly to the Series 2011A Credit Facility Issuer for the premium due on the Series 2011A Credit Facility.

Pursuant to the provisions of Section 402 of the Series 2012A Supplemental Trust Agreement the Trustee will deposit the following sums attributable to the Series 2001A-1 Facilities lease purchased hereunder in the following accounts from the proceeds of the Series 2012A Certificates:

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

Section 6. Basic Lease Payments. The principal portion and the interest portion of the Basic Lease Payments, the Lease Payment Dates (June 15 and December 15) and the remaining principal portion with respect to the Series 2001A-1 Facilities lease purchased and the Series 2001A Certificates, the Series 2004B Certificates, the Series 2011A Certificates and the Series 2012A 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, the Series 2011A Certificates and the Series 2012A 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; the Series 2011A Certificates or the Series 2012A Certificates pursuant to Section 7.2 or 7.3 of the Master Lease, and prepayment or defeasance of a portion of Series 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, prepayment or defeasance of a portion of Series 2011A Certificates pursuant to the Series 2011A Supplemental Trust Agreement or the Master Trust Agreement or prepayment or defeasance of a portion of Series 2012A Certificates pursuant to the Series 2012A 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, the Series 2011A Certificates and the Series 2012A Certificates, expressed as an annual interest rate, is exempt from the limitations on interest rates set forth in Section 215.84, Florida Statutes, since each of the Series 2001A Certificates, the Series 2004B Certificates, the Series 2011A Certificates and the Series 2012A 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 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 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 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 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 2011A 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 billed at cost. Legal fee for Trustee counsel at closing of \$4,500. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.
3. Credit Facility Issuer Payment: \$156,537.31 paid to the Series 2011A Credit Facility Issuer upon issuance of the Series 2011A Certificates.

Additional Lease Payments with respect to the Series 2012A Certificates consist of a pro rata portion of the following amounts paid or to be paid with respect to 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. 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 2012A Credit Facility Issuer upon issuance of the Series 2012A 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 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 July 1, 2012, shall be subject to prepayment on or after July 1, 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
July 1, 2011 through June 30, 2012	101%
July 1, 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 2011A Certificates

The principal portion of Basic Lease Payments represented by the Series 2011A Certificates allocable to Schedule 2001A-1 and due on or after July 1, 2022, shall be subject to prepayment on or after July 1, 2021, 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 2012A Certificates

[TO COME]

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, the Series 2004B Certificates and the Series 2011A Certificates equally and ratably; provided, however, the pro rata portion allocable to the Series 2011A 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 2011A 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 the Series 2011A 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 2011A Certificates had they been subject to the extraordinary prepayment provisions of Section 5.4(b) of the Master Lease, shall be used instead in accordance with the following:

The Net Proceeds shall either (1) be applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Series 2001-A 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.

Series 2012A Certificates

(i) Section 7.2(B)(a) and (b) of the Master Lease shall not apply to the Series 2012A Certificates. Notwithstanding anything in the Series 2001A-1 Lease to the contrary, in lieu of the extraordinary prepayment provisions of Section 7.2(B)(b) of the Master Lease, the amount that would be allocable to the Series 2012A Certificates had they been subject to the extraordinary prepayment provisions of Section 7.2(B)(b) of the Master Lease, shall be used instead in accordance with the following: The Net Proceeds shall either (1) be applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of this Series 2001A-1 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 of Special Tax Counsel, such Net Proceeds shall be deposited in the Series 2004 Lease Payment Account to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) of the Master Lease.

(ii) The principal portion of Basic Lease Payments due under the Series 2001A-1 Lease represented by the Series 2012A Certificates 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 Series 2012A Trust Agreement, to the extent and subject to the limitations provided in the Master Lease.

Section 9. Other Special Provisions

A. Representations.

(1) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10 of the Master Lease, except that all references therein to the Master Lease shall be deemed to refer to the Master Lease as supplemented by this Schedule 2001A-1, and all references therein to the Facilities shall include the Series 2001A-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 2001A-1 and all references therein to the Facilities shall include the Series 2001A-1 Facilities, 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, the Series 2011A Credit Facility Issuer[and the Series 2012A Credit Facility Issuer] at the following address[es]:

Series 2001A Credit Facility Issuer,
Series 2004B Credit Facility Issuer
Series 2011A Credit Facility Issuer
[Series 2012A Credit Facility Issuer]

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

C. Supplemental Provisions Required by Series 2001A Credit Facility Issuer and Series 2004B Credit Facility Issuer and Series 2011A Credit Facility Issuer[and the Series 2012A 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 2011A 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 2011A Credit Facility Issuer.

3) The Series 2001A Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2011A 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 2011A 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 2011A 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, Series 2011A Certificates or Series 2012A Certificates, as the case may be, shall) or any Holder of Series 2001A Certificates, Series 2004B Certificates, Series 2011A Certificates or Series 2012A 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, Series 2011A Certificates or Series 2012A Certificates (including persons holding Series 2001A Certificates, Series 2004B Certificates, Series 2011A Certificates or Series 2012A Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2001A Certificates, Series 2004B Certificates, Series 2011A Certificates or Series 2012A Certificates for federal income tax purposes.

E. Section 5.4(b) of the Master Lease. For purposes of the Series 2002A-1 Lease, Section 5.4(b) of the Master Lease shall read as follows:

(b) Option B - Deposit to Lease Payment Account or Acquisition Account. Provided, however, if the School Board has determined that its operations have not been materially affected and that it is not in the best interest of the School Board to repair, restore or replace that portion of the Facilities as damaged, destroyed or condemned, then the School Board shall not be required to comply with the provisions of subparagraph (a) set forth above. If the Net Proceeds are (i) less than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities and (ii) equal to or less than the amount of Basic Lease Payments coming due in the immediately following

Fiscal Year under such Lease, then such Net Proceeds may, at the option of the School Board, (x) be deposited in the Lease Payment Account for the Series of Certificates relating to such Facilities to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof or (y) deposited in the Acquisition Account for the Series of Certificates relating to such Facilities and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of the related Lease as fully as if they were the originally leased Facilities. If the Net Proceeds are (i) equal or greater than ten percent (10%) of the Remaining Principal Portion of the Basic Lease Payments relating to such Facilities or (ii) greater than the amount of Basic Lease Payments coming due in the immediately following Fiscal Year under such Lease, then the Net Proceeds shall be deposited in the Acquisition Account for the Series of Certificates relating to such Facilities and applied to pay the Costs of other Facilities, in which case such other Facilities shall become subject to the provisions of the related Lease as fully as if they were the originally leased Facilities; provided, however, at the direction of the School Board, with the consent of the Credit Facility Issuer, if any, upon delivery to the Trustee of a Favorable Opinion, such Net Proceeds shall be deposited in the Lease Payment Account for the Series of Certificates relating to such Facilities to be credited against Basic Lease Payments next coming due in accordance with Section 3.2(c) hereof.

F. Section 9.4 of the Master Lease. For purposes of the Series 2002A-1 Lease, Section 9.4 of the Master Lease shall read as follows:

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

G. 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 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 2011A Certificates, the Series 2011A Certificate Holders, the Series 2011A Credit Facility Issuer, the Series 2012A Certificates, the Series 2012A Certificates Holders [and the Series 2012A Credit Facility Issuer] respectively, each as their interests may appear. This provision shall survive the termination of the Series 2001A-1 Lease.

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IN WITNESS WHEREOF, the Trustee, as Assignee of the Corporation, and the Corporation have caused this Amended and Restated Schedule 2001A-1 to be executed in their respective corporate names by their duly authorized officers, and the School Board has caused this Amended and Restated Schedule 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: _____
Robert W. Runcie
Secretary

By: _____
Ann Murray
President

[SEAL]

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

Attest:

By: _____
Robert W. Runcie
Secretary

By: _____
Ann Murray
Chair

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 Vesta, 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 Vesta, 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 Public 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 or 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

Unrefunded Series 2001A Certificates of Participation

[TO COME]

<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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Series 2012A Certificates of Participation

[TO COME]

<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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