

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 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

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 as of [DOCUMENT DATE] under and pursuant to that certain Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000 (the “Master Lease”), pursuant to which the Corporation has agreed to lease purchase unto the School Board and the School Board has agreed to lease purchase from the Corporation, subject to the terms and conditions of the Master Lease incorporated herein, the Series 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 2001B-1 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 All terms and conditions contained in the Master Lease, unless otherwise amended or superseded hereby are incorporated herein by reference.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, the Series 2011A Certificates and the Series 2012A 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, (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 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, (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 2001B Certificates, the Series 2004B Certificates, the Series 2011A Certificates or the Series 2012A 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 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 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., 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 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., 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, and its successors and assigns.

“**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, and its successors and assigns.]

“**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 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 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 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, Series 2004B Certificates, Series 2011A Certificates and Series 2012A 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 2011A 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 2011A Certificates:

<u>Amount</u>	<u>Account</u>
\$53,477,036.46	Escrow Deposit Trust Fund
116,775.98	Series 2011A Cost of Issuance Subaccount

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 2001B-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 2001B-1 Facilities lease purchased and the

Series 2001B 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 2001B Certificates, the Series 2004B Certificates, the Series 2011A Certificates and the Series 2012A 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, 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 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, the prepayment or defeasance of a portion of Series 2011A Certificates pursuant to the Series 2011A Supplemental Trust Agreement or the Master Trust Agreement or the 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 2001B 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 2001B 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 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 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 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 2011A 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 billed at cost. Legal fee for Trustee counsel at closing of \$4,500.00. Thereafter, reasonable costs and expenses pursuant to the Master Lease or Trust Agreement.

Additional Lease Payments with respect to the Series 2012A 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. 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:] [\$_____ paid to the Series 2012A Credit Facility Issuer upon issuance of the Series 2012A Certificates with respect to the Series 2012A Credit Facility].

SECTION 8 Prepayment Provisions. In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portions of the Basic Lease Payments due as provided in Section 6 of 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 2011A Certificates

The principal portion of Basic Lease Payments represented by the Series 2011A Certificates allocable to Schedule 2001B-1 and due on or after June 15, 2022, shall be subject to prepayment on or after June 15, 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 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, 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 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 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 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 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 2001B-1 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.

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 2001B-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 2001B-1 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 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 2001B-1 Lease represented by the Series 2012A Certificates 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 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 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, 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 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. The Series 2001B-1 Credit Facility Issuer consented to this release, and such consent is attached as **Exhibit E** 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 2011A Credit Facility Issuer [and the Series 2012A Credit Facility Issuer] at the following address:

Series 2001B Credit Facility Issuer, the Series 2004B Credit Facility Issuer [and] the Series 2011A Credit Facility Issuer[and the 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 2001B Credit Facility Issuer, the Series 2004B Credit Facility Issuer and the Series 2011A Credit Facility Issuer. For the purpose of the Series 2001B-1 Lease the following provisions shall apply: [ADD REFERENCES TO SERIES 2012A INSURER IF ONE]

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 2011A 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 2011A Credit Facility Issuer.

3) The Series 2001B 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 2001B 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 2001B Certificates, the Series 2004B Certificates or 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 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, Outstanding Series 2011A Certificates or Outstanding Series 2012A Certificates, as the case may be, shall) or any Holder of the Series 2001B Certificates, the Series 2004B Certificates, the 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 2001B Certificates, Series 2004B Certificates, Series 2011A Certificates or Series 2012A Certificates (including persons holding Series 2001B 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 2001B 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 2001B-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 2001B-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 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 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 2001B-1 Lease.

IN WITNESS WHEREOF, the Trustee, as Assignee of the Corporation, and the Corporation have caused this Amended and Restated Schedule 2001B-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 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: _____

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 2001B-1

A. General Description of the Series 2001B-1 Facilities 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 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	<u>898,323</u>	<u>7,268,248</u>	<u>8,166,571</u>
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 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 (SE¹/₄) of the Southeast one-quarter (SE¹/₄) of the Northeast one-quarter (NE¹/₄) 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. 1/2) 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. 1/2) of the North one-half (N. 1/2), of the Northeast one-quarter (N.E. 1/4) 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. 1/2) of the Northeast one-quarter (N.E. 1/4) of the Northeast one-quarter (N.E. 1/4) 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. 1/2) of the Northeast one-quarter (N.E. 1/4) of the Northeast one-quarter (N.E. 1/4) 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. 1/2) of the Northeast one-quarter (N.E. 1/4) of the Northeast one-quarter (N.E. 1/4) 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 $89^{\circ}43'46''$ West, along the South line of said Block 7, a distance of 132.80 feet; thence North $00^{\circ}00'00''$ East a distance of 25.39 feet to the Point of Beginning; thence continue North $00^{\circ}00'00''$ East a distance of 255.00 feet; thence North $90^{\circ}00'00''$ West, a distance of 82.00 feet; thence South $00^{\circ}00'00''$ East a distance of 255.00 feet; thence South $90^{\circ}00'00''$ 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 ½) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE NORTHEAST ONE-QUARTER (NE ¼) 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 61°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°19'56" 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

Unrefunded Series 2001B 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 2011A 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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EXHIBIT E TO SCHEDULE 2001B-1

[attached]

CONSENT OF ASSURED GUARANTY MUNICIPAL CORP.

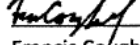
Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.) ("AGM"), with respect to Municipal Bond Insurance Policy No. 28426-N issued by AGM on February 14, 2002 insuring \$176,730,000 School Board of Broward County, Florida, Certificates of Participation, Series 2001B (the "Series 2001B Certificates") and Municipal Bond Insurance Policy No. 202562-N issued by AGM on March 16, 2004 insuring \$71,920,000 School Board of Broward County, Florida Certificates of Participation, Series 2004B (the "Series 2004B Certificates"), hereby consents to the execution of: (A) Amendment No. 4 dated as of July 1, 2010 ("Amendment No. 4"), to the Series 2001B-1 Ground Lease dated as of January 1, 2002, as amended to date (the "Original Series 2001B-1 Ground Lease," and as further amended by Amendment No. 4, the "Series 2001B-1 Ground Lease"), between The School Board of Broward County, Florida (the "School Board"), as lessor, and U.S. Bank National Association (successor to Wachovia Bank, National Association), as trustee (the "Trustee") and as assignee of Broward School Board Leasing Corp. (the "Corporation"), as lessee (Amendment No. 4 being in the form annexed hereto as Exhibit A), and (B) Schedule 2001B-1 dated as of January 1, 2002, as amended and restated as of May 1 and August 1, 2002, March 1, 2004, June 1, 2006, July 1, 2009 and July 1, 2010 ("Schedule 2001B-1") to the Master Lease Purchase Agreement dated as of July 1, 1990, as amended as of December 20, 2000 (the "Master Lease," together with Schedule 2001B-1, the "Series 2001B-1 Lease") (Schedule 2001B-1 in the form annexed hereto as Exhibit B).

Such amendments will be executed for the purpose of releasing the real estate described in Part I of Exhibit A to Amendment No. 4 from the real estate description of "Fort Lauderdale High School" set forth in Exhibit A to the Original Series 2001B-1 Ground Lease. The legal description for the real property comprising the Series 2001B-1 Facility Site designated as "Fort Lauderdale High School" that will continue to be encumbered under the Series 2001B-1 Lease after such release is shown in Part II of Exhibit A to Amendment No. 4 and Part A of Exhibit B Schedule 2001B-1.

This Consent is delivered pursuant to the provisions of Section 12 of the Series 2001B-1 Ground Lease and Section 9.4 of the Master Lease. Neither this Consent nor any past, present or future consents, waivers, actions, amendments or other agreements, individually or in combination, may be construed to imply or impose upon AGM any intention, agreement, obligation or undertaking to grant future consents, waivers or amendments, or to limit the ability of AGM to exercise any and all of its rights under the transaction documents or the Policies referenced above, all of which shall remain unmodified and in full force and effect except as to Amendment No. 4 and Schedule 2001B-1, consented to above. In addition, AGM makes no representation as to whether the consent of any other Person is required in connection herewith.

Dated: July 12, 2010

**ASSURED GUARANTY MUNICIPAL CORP.(FORMERLY KNOWN
AS FINANCIAL SECURITY ASSURANCE INC.)**

By: 
Name: Francis Coughlin
Title: Deputy Chief Surveillance Officer for Public Finance

MIA 182,370,367v2010766.016200