

Financial Affairs
Richard H. Hinds, Chief Financial Officer

**SUBJECT: SERIES 2001 - QUALIFIED ZONE ACADEMY BONDS (QZAB) -
CERTIFICATES OF PARTICIPATION**

The District has obtained approval from the State of Florida to issue \$15,000,000 in Qualified Zone Academy Bonds (QZAB). Interest on the QZAB, in the form of income tax credits, will be paid by the Government of the United States. Principal will be the responsibility of the District. The term of the QZAB will be fourteen years with the principal being retired through the operation of a Lease Payment Sinking Fund into which annual payments will be deposited. The Lease Payment Sinking Fund will invest in an Investment Agreement which will be offered for bids to the QZAB purchaser and to providers with a credit rating of AAA. The offering representing the highest yield to the District will be awarded the Investment Agreement.

The QZAB will be issued as a Certificate of Participation under the District's Master Lease. In so doing it provides investors with an acceptable credit by way of the all-or-none appropriation mechanism to which the Master Lease is subject.

Resolution 01-19 is presented to the Board as Exhibit 1. This resolution will enable the District to issue the Series 2001 QZAB-COP to eligible purchasers, defined by federal law as insurance companies or financial institutions engaged in lending money. Both the term and the yield to investors on the QZAB are set by the Federal Government. The purchaser is expected to be a banking institution which can also meet Community Reinvestment Act requirements through the purchase of QZAB.

Exhibit 2 details the anticipated Cost of issuance which will be paid by other Capital Project funds. These Cost of Issuance expenditures include payments to Counsel, Financial Advisor and the current fees charged by The Bank of New York, Jacksonville, Trustee under the Master Lease.

Exhibit 3 is the proposed Investment Agreement Bid Form for the investment of the Lease Payment Sinking Fund.

RECOMMENDED: That The School Board of Miami-Dade County, Florida:

- 1) approve Resolution 01-19 authorizing the issuance of the 2001 QZAB-COP, presented as Exhibit 1;
- 2) authorize the payment of the Cost of Issuance presented as Exhibit 2;
and,
- 3) approve the proposed Investment Agreement Bid Form presented as Exhibit 3.

RESOLUTION 01-19

A RESOLUTION OF THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZING EXECUTION OF SCHEDULE 2001-QZAB TO THE MASTER LEASE PURCHASE AGREEMENT; APPROVING THE FORM OF A SERIES 2001-QZAB SUPPLEMENTAL TRUST AGREEMENT AND A SERIES 2001-QZAB ASSIGNMENT AGREEMENT; APPROVING THE NEGOTIATED SALE OF CERTIFICATES OF PARTICIPATION, SERIES 2001-QZAB TO ONE OR MORE QUALIFIED BUYERS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$15,000,000 TO THE PROVIDER OR PROVIDERS OF THE BEST OVERALL PROPOSAL TO THE SCHOOL BOARD; DESIGNATING THE SERIES 2001-QZAB LEASE AS A "QUALIFIED ZONE ACADEMY BOND"; PROVIDING FOR INCIDENTAL ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Miami-Dade County, Florida (the "School Board") as the governing body of the School District of Miami-Dade County, Florida (the "District"), has determined to finance certain of its capital needs through a master lease-purchase agreement pursuant to Sections 230.23 and 235.056 Florida Statutes; and

WHEREAS, the School Board has the power under Section 230.23(2) Florida Statutes, to receive, purchase, acquire, lease, sell, hold, transmit and convey title to real and personal property for educational purposes, and under Sections 230.23(9) and 235.056(2) (formerly 235.056(3)) Florida Statutes, to enter into leases or lease-purchase arrangements of sites and educational facilities for school purposes; and

WHEREAS, Miami-Dade County School Board Foundation, Inc. (the "Foundation"), a not-for-profit corporation, has been formed to lease purchase certain real property, educational facilities, buses and equipment to the School Board; and

WHEREAS, the Foundation and the School Board have provided for the lease-purchase financing of certain real property and educational facilities and buses and equipment (the "Facilities") from time to time by entering into a Master Lease Purchase Agreement dated as of August 1, 1994 (the "Master Lease"), and related agreements; and

WHEREAS, the Facilities to be leased from time to time will be identified on separate Schedules (each a "Schedule") attached to the Master Lease; and

WHEREAS, pursuant to Section 1397E of the Internal Revenue Code of 1986, as amended (the "QZAB Rules"), subject to the limitations therein and certain other conditions imposed by the QZAB Rules, an "eligible local education agency" (as such term is defined in the QZAB Rules), which includes the School Board, is authorized to issue bonds or other obligations called "qualified zone academy bonds" ("QZABs") for certain purposes which include rehabilitation and repair, provision of equipment, development of course materials and training, for any "qualified zone academy" (as such term is defined in the QZAB Rules) which includes any public school or academic program below the post-secondary level (i) which is designed to increase graduation and employment rates and prepare students for college and the work force, (ii) whose students are subject to the same academic standards and assessments as other students, (iii) whose comprehensive education plan is approved by the local education agency, and (iv) which is located in an empowerment zone or enterprise community or is reasonably expected to have at least 35% of its students eligible for free or reduced cost lunches under the school lunch program; and

WHEREAS, the School Board by resolution adopted on October 11, 2000 approved a qualified zone academy project list and submitted it on November 28, 2000 to the Florida Department of Education, and by letter dated February 6, 2001 the School Board has received a qualified zone academy bond allocation of \$15,000,000 for such projects (the "Series 2001-QZAB Facilities"); and

WHEREAS, the School Board and the Foundation have determined to execute Schedule 2001-QZAB to be dated as of [DATED DATE], 2001, for the lease-purchase financing of the Series 2001-QZAB Facilities to be specified therein (the Master Lease together with Schedule 2001-QZAB attached thereto is referred to as the "Series 2001-QZAB Lease"); and

WHEREAS, the Foundation has entered into a Master Trust Agreement dated as of August 1, 1994 (the "Trust Agreement"), with The Bank of New York Trust Company of Florida, N.A., as agent for The Bank of New York (successor by acquisition to NationsBank of Florida, N.A.), Jacksonville, Florida as Trustee (the "Trustee") providing for the issuance of series of Certificates of Participation to the public from time to time, representing undivided proportionate interests in the principal portion and interest portion of the basic lease payments to be made by the School Board under the Master Lease and the Schedule or Schedules relating to such series of Certificates; and

WHEREAS, the School Board has previously leased certain Facilities (the "Series 2000-QZAB Facilities") pursuant to a Lease which commenced as of December 20, 2000 (the "Series 2000-QZAB Lease") and in conjunction therewith the Trustee, at the direction of the Foundation, issued \$24,508,401.49 Certificates of Participation, Series 2000-QZAB (the "Series 2000-QZAB Certificates"), to provide funds for the lease purchase financing thereof; and

WHEREAS, the Trustee will issue a series of Certificates to finance the costs of the Series 2001-QZAB Facilities, to be designated Certificates of Participation, Series 2001-QZAB

(the "Series 2001-QZAB Certificates"), each representing undivided proportionate interests in the principal portion of the basic lease payments to be made by the School Board under the Series 2001-QZAB Lease; and

WHEREAS, the Foundation and the Trustee will enter into a Series 2001-QZAB Supplemental Trust Agreement, to be dated as of [DATED DATE] 2001 (the "Series 2001-QZAB Supplemental Trust Agreement"), pursuant to which the Series 2001-QZAB Certificates will be issued; and

WHEREAS, the Foundation and the Trustee will enter into an Assignment Agreement to be dated as of [DATED DATE], 2001 (the "Series 2001-QZAB Assignment Agreement") pursuant to which the Foundation will unconditionally and irrevocably assign, without recourse, all of its right, title and interest as lessor of the Series 2001-QZAB Facilities under the Series 2001-QZAB Lease, except for certain rights to indemnification and to receive notices, to the Trustee for the benefit of the Series 2001-QZAB Certificate holders; and

WHEREAS, all necessary approvals of the Department of Education have been received with respect to the Series 2001-QZAB Facilities to be leased thereunder and the use of the State of Florida's QZAB allocation with respect to the financing of the Series 2001-QZAB Facilities; and

NOW THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA that:

Section 1. Schedule 2001-QZAB Lease. Schedule 2001-QZAB which together with the Master Lease constitutes the Series 2001-QZAB Lease, substantially in the form submitted to this meeting and attached hereto as Exhibit A is hereby approved, with such insertions, modifications and changes as may be approved by the Superintendent, and the Chair or Vice Chair and the Secretary, upon such approval by the Superintendent, are hereby authorized and directed to execute Schedule 2001-QZAB. The execution of Schedule 2001-QZAB by the Chair or Vice Chair and the Secretary shall constitute conclusive evidence of the approval thereof.

Section 2. Series 2001-QZAB Supplemental Trust Agreement. The form of Series 2001-QZAB Supplemental Trust Agreement submitted to this meeting and attached hereto as Exhibit B is hereby approved, with such insertions, modifications and changes as may be approved by the Superintendent. The execution and delivery of the consent of the School Board to the Series 2001-QZAB Supplemental Trust Agreement shall constitute conclusive evidence of the approval thereof.

Section 3. Series 2001-QZAB Assignment Agreement. The form of Series 2001-QZAB Assignment Agreement between the Foundation and the Trustee submitted to this meeting and attached hereto as Exhibit C is hereby approved, with such insertions, modifications and changes as may be approved by the Superintendent. The execution and delivery of Schedule 2001-QZAB shall constitute conclusive evidence of the approval of the Series 2001-QZAB Assignment Agreement.

Section 4. Negotiated Sale. It is hereby found and declared that a negotiated sale of the Series 2001-QZAB Certificates is in the best interest of the School Board and is found to be necessary on the basis of the following reasons, as to which specific findings are hereby made:

(i) Due to the volatility of the market for "annual appropriation" securities such as the Series 2001-QZAB Lease and the Series 2001-QZAB Certificates, (ii) the unfamiliarity of the market with QZABs and (iii) the limited number of purchasers for QZABs (which include only banks, insurance companies and corporations actively engaged in the business of lending money), the School Board must be able to enter the market at the most advantageous times, rather than at specific advertised dates, thereby permitting the School Board to obtain the best possible price and other terms for the Series 2001-QZAB Certificates. The Chair, the Vice Chair, the Superintendent, the Chief Financial Officer and the Treasurer are authorized to negotiate with prospective purchasers of the 2001-QZAB Certificates with respect to the terms and conditions of such sale and are further authorized to sell the Series 2001-QZAB Certificates to such purchaser and upon such terms as he or she shall deem to be in the best interest of the School Board and to execute all appropriate documents to evidence such sale; provided that:

(i) the principal amount of the Series 2001-QZAB Certificates shall not exceed \$15,000,000,

(ii) the final maturity of the Series 2001-QZAB Certificates shall not exceed the maximum term permitted for "qualified zone academy bonds" pursuant to the QZAB Rules at the time of sale (which maximum term is currently 14 years),

(iii) the price at which the Series 2001-QZAB Certificates shall be sold to the initial purchaser or purchasers shall not be less than 100% of the face amount thereof,

(iv) the Series 2001-QZAB Certificates shall not be subject to prepayment prior to maturity at the option of the School Board, except in the case where the Series 2001-QZAB Certificates are no longer deemed to be "qualified zone academy bonds"..

The execution and delivery of the Schedule 2001-QZAB by the Chair or Vice Chair shall constitute conclusive evidence of the approval of the sale of the Series 2001-QZAB Certificates and approval of related documents evidencing same.

Section 5. QZAB Designation. The School Board hereby designates the Series 2001-QZAB Lease and the Series 2001-QZAB Certificates as "qualified zone academy bonds" for purposes of the QZAB Rules.

Section 6. Execution of Additional Documents. The Chair, Vice Chair, Secretary, Superintendent, Chief Financial Officer, Treasurer and School Board Attorney are each authorized and directed to execute and deliver all additional documents, contracts, instruments and certificates, including without limitation documents relating to the issuance of the Series

2001-QZAB Certificates, and to take all actions and steps, including without limitation to change the dated date of any and all documents in the event of a delay in the issuance of the Series 2001-QZAB Certificates, on behalf of the School Board which are necessary or desirable in connection with the issuance of the Series 2001-QZAB Certificates, the execution and delivery and compliance with the provisions of the Master Lease, Schedule 2001-QZAB, the Master Trust Agreement, the Series 2001-QZAB Supplemental Trust Agreement, the Series 2001-QZAB Assignment Agreement, or the acquisition, construction, renovation and financing of the Series 2001-QZAB Facilities, and which are not inconsistent with the terms and provisions of this Resolution.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, paragraph, clause or provision of this Resolution.

Section 8. Repeal of Inconsistent Documents. All resolutions or portions thereof previously adopted by the School Board which are inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this ___ day of _____, 2001.

Chair, The School Board of Miami-Dade
County, Florida

Attest:

Secretary, The School Board
of Miami-Dade County, Florida

EXHIBIT A

FORM OF SCHEDULE 2001-QZAB

EXHIBIT B

FORM OF SERIES 2001-QZAB SUPPLEMENTAL TRUST AGREEMENT

EXHIBIT C

FORM OF SERIES 2001-QZAB ASSIGNMENT AGREEMENT

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SERIES 2001-QZAB SUPPLEMENTAL TRUST AGREEMENT

by and among

MIAMI-DADE COUNTY SCHOOL BOARD FOUNDATION, INC.

and

**THE BANK OF NEW YORK TRUST COMPANY OF FLORIDA, N.A.,
as agent for The Bank of New York
(successor by acquisition to NationsBank of Florida, N.A.)
as Trustee**

Dated as of [DATED DATE], 2001

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SERIES 2001-QZAB SUPPLEMENTAL TRUST AGREEMENT

THIS SERIES 2001-QZAB SUPPLEMENTAL TRUST AGREEMENT, dated as of [DATED DATE], 2001 (the "Series 2001-QZAB Supplemental Trust Agreement"), supplementing the Master Trust Agreement, dated as of August 1, 1994 (the "Trust Agreement"), by and among **MIAMI-DADE COUNTY SCHOOL BOARD FOUNDATION, INC.**, a not-for-profit corporation, duly organized and existing under the laws of the State of Florida, as lessor under the within mentioned Master Lease, and **THE BANK OF NEW YORK TRUST COMPANY OF FLORIDA, N.A.**, as agent for The Bank of New York (successor by acquisition to NationsBank of Florida, N.A.), a national banking association with corporate trust powers qualified to accept trusts of the type set forth in the Trust Agreement, with its designated corporate trust office in Jacksonville, Florida (the "Trustee").

W I T N E S S E T H:

WHEREAS, the School Board of Miami-Dade County, Florida (the "School Board") has deemed it to be in its best interest to lease-purchase certain real and personal property from time to time and has entered into the Master Lease (as defined in the Trust Agreement) between the Foundation, as lessor, and the School Board, as lessee; and

WHEREAS, pursuant to the Master Lease, the School Board from time to time, by execution of a Schedule to the Master Lease, may direct the Foundation to acquire, construct and lease-purchase to the School Board the items of real or personal property described in such Schedule, (which items of property are collectively referred to herein as "Facilities"); and

WHEREAS, provision for the payment of the cost of acquiring, constructing and installing such Facilities may be made by the issuance and sale from time to time of one or more Series (as defined in the Trust Agreement) of Certificates of Participation issued under the Trust Agreement (the "Certificates"), which shall be secured by and be payable from Basic Lease Payments to be made by the School Board pursuant to the Master Lease and related Schedules; and

WHEREAS, the School Board has previously leased certain Facilities (the "Series 1994A Facilities") pursuant to a Lease which commenced as of August 1, 1994 (the "Series 1994A Lease") and in conjunction therewith the Trustee, at the direction of the Foundation, issued \$168,170,000 Certificates of Participation, Series 1994A (the "Series 1994A Certificates"), to provide funds for the lease purchase financing thereof; and

WHEREAS, the School Board has previously leased certain Facilities (the "Series 1996A-1 Facilities" and the "Series 1996A-2 Facilities") pursuant to two Leases each of which commenced as of April 15, 1996 (the "Series 1996A-1 Lease" and the "Series 1996A-2 Lease") and in conjunction therewith the Trustee, at the direction of the Foundation, issued \$119,135,000 Certificates of Participation, Series 1996A (the "Series 1996A Certificates"), to provide funds for the lease purchase financing thereof; and

WHEREAS, the School Board has previously leased certain Facilities (the "Series 1996B-1 Facilities" and the "Series 1996B-2 Facilities") pursuant to two Leases each of which commenced as of August 15, 1996 (the "Series 1996B-1 Lease" and the "Series 1996B-2 Lease") and in conjunction therewith the Trustee, at the direction of the Foundation, issued \$144,865,000 Certificates of Participation, Series 1996B (the "Series 1996B Certificates"), to provide funds for the lease purchase financing thereof; and

WHEREAS, the School Board has previously leased certain Facilities (the "Series 1998B Facilities") pursuant to a Lease which commenced as of July 1, 1998 (the "Series 1998B Lease") and in conjunction therewith the Trustee, at the direction of the Foundation, issued \$69,605,000 Certificates of Participation, Series 1998B (the "Series 1998B Certificates"), to provide funds for the lease purchase financing thereof; and

WHEREAS, the Trustee, at the direction of the Foundation, issued \$132,500,000 Certificates of Participation, Series 1998A to refinance a portion of the basic lease payments to be made under the Series 1994A Lease and Series 1996B-1 Lease and refund a portion of the Series 1994A Certificates and Series 1996B Certificates; and

WHEREAS, the Trustee, at the direction of the Foundation, issued \$283,700,000 Certificates of Participation, Series 1998C to refinance a portion of the basic lease payments to be made under the Series 1994A Lease, Series 1996A-1 Lease, Series 1996A-2 Lease, Series 1996B-1 Lease and Series 1996B-2 Lease and refund all Outstanding Series 1994A Certificates, Series 1996A Certificates and Series 1996B Certificates; and

WHEREAS, the School Board has previously leased certain Facilities (the "Series 2000A Facilities") pursuant to a Lease which commenced as of September 15, 2000 (the "Series 2000A Lease") and in conjunction therewith the Trustee, at the direction of the Foundation, issued \$100,720,000 Certificates of Participation, Series 2000A (the "Series 2000A Certificates"), to provide funds for the lease purchase financing thereof;

WHEREAS, the School Board has previously leased certain Facilities (the "Series 2000-QZAB Facilities") pursuant to a Lease which commenced as of December 20, 2000 (the "Series 2000-QZAB Lease") and in conjunction therewith the Trustee, at the direction of the Foundation, issued \$24,508,401.49 Certificates of Participation, Series 2000-QZAB (the "Series 2000-QZAB Certificates"), to provide funds for the lease purchase financing thereof; and

WHEREAS, each Series of Certificates has been and shall be secured independently from each other Series of Certificates, except as otherwise provided in the Trust Agreement; and

WHEREAS, the Trustee at the request of the Foundation has agreed to issue a Series of Certificates to provide funds for the lease purchase financing of certain additional Facilities; and

WHEREAS, pursuant to Section 1397E of the Code and regulations issued by the Internal Revenue Service thereunder, subject to the limitations therein, an "eligible local education

agency”, which includes the School Board, is authorized to issue bonds or other obligations called “qualified zone academy bonds” (“QZAB’s”) for certain purposes which include rehabilitation and repair, provision of equipment, development of course materials and training, for any “qualified zone academy” which includes any public school or academic program below the post-secondary level (i) which is designed to increase graduation and employment rates and prepare students for college and the work force, (ii) whose students are subject to the same academic standards and assessments as other students, (iii) whose comprehensive education plan is approved by the local education agency, and (iv) which is located in an empowerment zone or enterprise community or is reasonably expected to have at least 35% of its students eligible for free or reduced cost lunches under the school lunch program; and

WHEREAS, the Florida Department of Education has approved the use by the School Board of \$15,000,000 of the State’s allocation of QZABs to finance the costs of certain projects described on Exhibit A to the hereinafter described Schedule 2001-QZAB (the “Series 2001-QZAB Facilities”); and

WHEREAS, on _____, 2001, the School Board and the Foundation authorized the issuance of a series of Certificates of Participation, Series 2001-QZAB in the aggregate principal amount of not exceeding \$15,000,000 to provide funds for the Series 2001-QZAB Facilities; and

WHEREAS, the School Board and the Foundation have executed Schedule 2001-QZAB, as of the date hereof, for the lease-purchase of the Series 2001-QZAB Facilities; and

WHEREAS, the Foundation has assigned to the Trustee all of its right, title and interest in and to the Series 2001-QZAB Lease and the Lease Payments, other than its rights to indemnification and to receive notices, pursuant to the Series 2001-QZAB Assignment Agreement, dated as of [DATED DATE], 2001 (the “Series 2001-QZAB Assignment Agreement”), between the Foundation and the Trustee; and

WHEREAS, the Trustee has received an order from an Authorized Foundation Representative relating to the issuance of \$15,000,000 aggregate principal amount of Certificates of Participation, Series 2001-QZAB Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by The School Board of Miami-Dade County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Miami-Dade County School Board Foundation, Inc., as Lessor (the “Series 2001-QZAB Certificates”); and

WHEREAS, the proceeds of the Series 2001-QZAB Certificates shall be used pursuant to the Trust Agreement, as supplemented hereby, to finance all or a portion of the costs of the Series 2001-QZAB Facilities and may be used to pay costs of issuance of the Series 2001-QZAB Certificates; and

WHEREAS, the Series 2001-QZAB Certificates shall be secured in the manner provided in the Trust Agreement and shall have the terms and provisions contained in this Series 2001-QZAB Supplemental Trust Agreement; and

WHEREAS, all things necessary to make the Series 2001-QZAB Certificates, when executed by the Trustee and issued as provided herein and in the Trust Agreement, the valid, binding and legal obligations according to the terms thereof, have been done and performed, and the creation, execution and delivery of this Series 2001-QZAB Supplemental Trust Agreement, and the creation, execution and issuance of the Series 2001-QZAB Certificates subject to the terms thereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS SERIES 2001-QZAB SUPPLEMENTAL TRUST AGREEMENT WITNESSETH:

ARTICLE I

DEFINITIONS

SECTION 101. DEFINITIONS. Words and terms that are defined in the Trust Agreement and not otherwise defined herein, shall have the same meanings ascribed to them when used herein, unless the context or use indicates a different meaning or intent. In addition to the words and terms elsewhere defined in this Series 2001-QZAB Supplemental Trust Agreement, the following words and terms as used in this Series 2001-QZAB Supplemental Trust Agreement shall have the following meaning unless the context or use indicates another or different meaning or intent:

“Qualified Financial Institution” shall mean a bank, trust company, national banking association or a corporation subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or the Federal National Mortgage Association or any insurance company or other corporation (i) whose unsecured obligations or uncollateralized long term debt obligations have been assigned a rating by a Rating Agency which is not lower than “Aa3/AA-”, or which has issued a letter of credit, contract, agreement or surety bond in support of debt obligations which have been so rated; or (ii) which collateralizes its obligations at all times at levels in compliance with the requirements of the Rating Agencies for ratings not lower than “Aa3/AA-”.

“QZAB Rules” shall mean Section 1397E of the Internal Revenue Code of 1986, as amended and regulations of the Internal Revenue Service promulgated thereunder, and Section 14101 of the Elementary and Secondary Education Act of 1965.

“Series 2001-QZAB Acquisition Account” shall mean the Series 2001-QZAB Acquisition Account established in Section 301 hereof.

“Series 2001-QZAB Assignment Agreement” shall mean the Series 2001-QZAB Assignment Agreement dated as of [DATED DATE], 2001 pursuant to which the Foundation has assigned to the Trustee all of its right, title and interest in and to the Series 2001-QZAB Lease, except as otherwise provided therein.

“Series 2001-QZAB Certificates” shall mean the \$15,000,000 Certificates of Participation, Series 2001-QZAB Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by The School Board of Miami-Dade County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Miami-Dade County School Board Foundation, Inc. as Lessor.

“Series 2001-QZAB Cost of Issuance Subaccount” shall mean the Series 2001-QZAB Cost of Issuance Subaccount established in Section 301 hereof.

“Series 2001-QZAB Facilities” shall mean the Facilities described in Exhibit A to Schedule 2001-QZAB to the Master Lease.

“Series 2001-QZAB Lease Payment Account” shall mean the Series 2001-QZAB Lease Payment Account established in Section 301 hereof.

“Series 2001-QZAB Lease” shall mean the Master Lease as supplemented by Schedule 2001-QZAB.

“Series 2001-QZAB Project” shall mean the lease purchase financing of all or a portion of the Series 2001-QZAB Facilities.

ARTICLE II

THE SERIES 2001-QZAB CERTIFICATES

SECTION 201. AUTHORIZATION OF SERIES 2001-QZAB CERTIFICATES. (a) There is hereby created a Series of Certificates to be issued under the Trust Agreement to be known as "Certificates of Participation, Series 2001-QZAB, Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be made by The School Board of Miami-Dade County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Miami-Dade County School Board Foundation, Inc. as Lessor". The Series 2001-QZAB Certificates shall be issued for the purpose of financing the costs of the Series 2001-QZAB Project. Costs of Issuance of the Series 2001-QZAB Certificates may be paid by the School Board from (i) a portion of the proceeds of the Series 2001-QZAB Certificates or (ii) other legally available funds in the Capital Projects Fund or the General Fund.

(b) The Series 2001-QZAB Certificates shall bear an original issue date of [DATED DATE], 2001. The Series 2001-QZAB Certificates shall be issued in the aggregate principal amount of Fifteen Million Dollars (\$15,000,000), and shall mature on _____, 2015, which shall be the only Payment Date with respect to the Series 2001-QZAB Certificates.

The principal portion represented by the Series 2001-QZAB Certificates due at maturity or upon prepayment thereof, shall represent undivided proportionate interests in the principal portion of the Basic Lease Payments due on each of the dates set forth in Schedule 2001-QZAB to the Master Lease. There is no current interest portion of Basic Lease Payments due under the Series 2001-QZAB Lease.

(c) The Series 2001-QZAB Certificates shall be delivered in registered form in denominations of \$100,000 plus any integral multiple of \$1,000 in excess thereof. Unless the Foundation shall otherwise direct, the Series 2001-QZAB Certificates shall be lettered and numbered in such manner as the Trustee shall deem adequate and appropriate. Subject to the provisions of the Trust Agreement, the form of the Series 2001-QZAB Certificates shall be substantially in the form set forth in Exhibit A hereto.

(d) The principal portion or Prepayment Price of the Series 2001-QZAB Certificates shall be payable at the designated corporate trust office of the Trustee.

(e) Optional Prepayment. The Series 2001-QZAB Certificates shall not be subject to Optional Prepayment prior to maturity at the option of the School Board.

(f) Extraordinary Optional Prepayment. The Series 2001-QZAB Certificates are subject to prepayment at the option of the School Board if it elects to prepay the principal portion of Basic Lease Payments due under the Series 2001-QZAB Lease as a result of a determination that the Series 2001-QZAB Certificates are no longer "qualified zone academy bonds" as defined in Section 1397E(d) of the Tax Code, in whole at any time, at the Prepayment Price expressed as

a percentage of the principal portion of the Basic Lease Payments represented by the Series 2001-QZAB Certificates to be prepaid as set forth opposite such period in the following table.

<u>Prepayment Period</u> <u>(Both Dates Inclusive)</u>	<u>Prepayment Price</u>
[DATED DATE], 2001 through [DATED DATE], 200_ ___%	
[DATED DATE], 200_ through [DATED DATE], 200_ ___	
[DATED DATE], 200_ and thereafter	___

(g) Extraordinary Prepayment. The Series 2001-QZAB Certificates shall be subject to Extraordinary Prepayment prior to maturity, in whole at any time, at a prepayment price of par, if the Lease Term of all Leases is terminated for the reasons referred to in Section 4.1(b) or 4.1(c) of the Master Lease.

SECTION 202. ISSUANCE OF SERIES 2001-QZAB CERTIFICATES. The Series 2001-QZAB Certificates shall be issued upon delivery to the Trustee of the documents referred to in Section 304 of the Trust Agreement (other than subsection (d)(ii) thereof) and the payment of the purchase price therefor.

SECTION 203. SERIES 2001-QZAB PROJECT. Upon delivery of the Series 2001-QZAB Certificates, the Series 2001-QZAB Project shall be effectuated as provided in the Trust Agreement and the Series 2001-QZAB Lease.

ARTICLE III

ESTABLISHMENT OF ACCOUNTS; APPLICATION OF SERIES 2001-QZAB CERTIFICATE PROCEEDS

SECTION 301. ESTABLISHMENT OF ACCOUNTS.

1. There are hereby established within the Project Fund the following accounts and subaccount: (a) the Series 2001-QZAB Acquisition Account and the Series 2001-QZAB Cost of Issuance Subaccount therein, more particularly described in Section 402 of the Trust Agreement and, (b) the Series 2001-QZAB Lease Payment Account, more particularly described in Section 404 of the Trust Agreement.

2. If on the maturity date, the amount of all Basic Lease Payments represented by the Series 2001-QZAB Certificates due and payable exceeds the amount on hand in the Series 2001-QZAB Lease Payment Account, the Trustee shall apply the moneys on hand therein in accordance with the priorities set forth in Section 505 of the Trust Agreement.

The moneys on deposit in the Accounts and Subaccounts described herein shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement. Such amounts shall be invested as provided in Section 408 of the Trust Agreement.

SECTION 302. APPLICATION OF PROCEEDS OF SERIES 2001-QZAB CERTIFICATES. The Trustee shall deposit in the Series 2001-QZAB Acquisition Account the amount of \$15,000,000 from the proceeds of the sale of the Series 2001-QZAB Certificates. The Trustee shall deposit in the Series 2001-QZAB Cost of Issuance Subaccount the amount of \$_____ either from the proceeds of sale of the Series 2001-QZAB Certificates or from funds provided by the School Board from its legally available moneys in the Capital Projects Fund or the General Fund.

SECTION 303. INVESTMENT OF MONEYS DEPOSITED IN SERIES 2001-QZAB LEASE PAYMENT ACCOUNT. In accordance with the provisions of Section 408 of the Trust Agreement, moneys deposited from time to time in the Series 2001-QZAB Lease Payment Account shall be invested in an Investment Agreement with a Qualified Financial Institution (as defined in Section 101 hereof) until the Maturity Date of the Series 2001-QZAB Certificates.

ARTICLE IV

MISCELLANEOUS PROVISIONS RELATING TO SERIES 2001-QZAB CERTIFICATES

SECTION 401. PROVISIONS OF TRUST AGREEMENT NOT OTHERWISE MODIFIED. Except as expressly modified or amended hereby, the Trust Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Trust Agreement and this Series 2001-QZAB Supplemental Trust Agreement, the terms hereof shall control.

SECTION 402. COUNTERPARTS. This Series 2001-QZAB Supplemental Trust Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 403. HEADINGS. Any heading preceding the text of the several Articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series 2001-QZAB Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 404. LAWS. This Series 2001-QZAB Supplemental Trust Agreement shall be construed and governed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Series 2001-QZAB Supplemental Trust Agreement by their duly authorized officers as of the date and year first written above.

(SEAL)

MIAMI-DADE COUNTY SCHOOL BOARD FOUNDATION, INC.

Attest: _____
Roger C. Cuevas
Secretary

By: _____
Dr. Richard H. Hinds
Vice President

THE BANK OF NEW YORK TRUST COMPANY OF FLORIDA, N.A.,
as agent for The Bank of New York, as Trustee

By: _____
Name:
Title:

The School Board of Miami-Dade County, Florida, hereby consents to the execution of this Series 2001-QZAB Supplemental Trust Agreement by the parties hereto and agrees to abide by the terms applicable to it herein.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Perla Tabares Hantman
Chair

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Dr. Richard H. Hinds and Roger C. Cuevas, personally known to me to be the same persons whose names are, respectively, as Vice President and Secretary, respectively, of MIAMI-DADE COUNTY SCHOOL BOARD FOUNDATION, INC., a Florida not-for-profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2001.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or Type as Commissioned.)

Personally known to me, or

Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath.

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is, as _____ of THE BANK OF NEW YORK TRUST COMPANY OF FLORIDA, N.A., as agent for The Bank of New York, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed, sealed with the seal of said association, and delivered the said instrument as the free and voluntary act of said association and as his or her own free and voluntary act, for uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2001.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or Type as Commissioned.)

Personally known to me, or

Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath.

Series 2001-QZAB Lease (except for its right to indemnification under Section 5.7 of the Master Lease and its right to receive notices under the Master Lease) including its rights to receive Basic Lease Payments thereunder, with respect to the Series 2001-QZAB Facilities identified in said Schedule 2001-QZAB (the "Series 2001-QZAB Facilities").

The registered owner of this Certificate ("Certificate Holder") is entitled to receive, subject to the terms of the Master Lease and the Trust Agreement (hereinafter defined), on the maturity date specified above (the "Maturity Date"), unless prepaid prior thereto as provided herein, the principal sum specified above, representing the portion of the Basic Lease Payments designated as principal and coming due on the Maturity Date. Said amounts are payable in lawful money of the United States of America. The amounts representing principal portion and Prepayment Price shall be payable at the designated corporate trust office of the Trustee.

The Basic Lease Payments are payable from funds appropriated by the School Board for such purpose from current or other funds authorized by law and regulations of the State of Florida Department of Education. The School Board is not legally required to appropriate moneys for this purpose. NEITHER THE SCHOOL BOARD, THE DISTRICT, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY, EXCEPT FROM APPROPRIATED FUNDS, ANY SUMS DUE UNDER THE SERIES 2001-QZAB LEASE FROM ANY SOURCE OF TAXATION, AND THE FULL FAITH AND CREDIT OF THE SCHOOL BOARD AND THE DISTRICT IS NOT PLEDGED FOR PAYMENT OF SUCH SUMS DUE THEREUNDER AND SUCH SUMS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE SCHOOL BOARD OR THE DISTRICT WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

THE TRUSTEE HAS NO OBLIGATION OR LIABILITY TO MAKE PAYMENTS WITH RESPECT TO THIS CERTIFICATE EXCEPT FROM FUNDS RECEIVED BY IT PURSUANT TO THE TRUST AGREEMENT REFERRED TO HEREIN.

Capitalized terms used herein but not otherwise defined herein shall have the meaning given to such terms in the Trust Agreement.

All amounts payable by the Trustee with respect to this Certificate shall be paid on a pro rata basis from (i) the Basic Lease Payments received by the Trustee from the School Board pursuant to the terms of the Series 2001-QZAB Lease, (ii) all amounts from time to time deposited in the funds and accounts created under the Master Trust Agreement dated as of August 1, 1994, as supplemented by a Series 2001-QZAB Supplemental Trust Agreement dated as of [DATED DATE], 2001, between the Foundation and the Trustee (as the same may be amended and supplemented from time to time, collectively the "Trust Agreement"), including investment earnings; and (iii) any proceeds received by the Trustee upon the pursuit of any remedy pursuant to the Master Lease. It is provided in the Master Lease that the cost and expense of the performance by the School Board of its obligations thereunder including, without limitation, the payment of all Basic Lease Payments and all other amounts required to be paid by the School Board thereunder, shall be subject to and dependent upon appropriations being duly

made from time to time by the School Board for such purposes or other amounts being lawfully available therefor. The payment of the principal portion of the Basic Lease Payments represented by the Certificates is not a liability or charge upon the credit of the Trustee or the Foundation, and neither the Trustee nor the Foundation has any obligation to make such payments, other than the Trustee's obligation to make such payments from the income from and proceeds of the sources described above.

This Certificate has been executed by the Trustee pursuant to the Trust Agreement. Copies of the Trust Agreement and the Series 2001-QZAB Lease are on file at the designated corporate trust office of the Trustee, and reference to the Trust Agreement, the Series 2001-QZAB Lease and any and all supplements or amendments thereto is made for a description of the funds and accounts established under the Trust Agreement for the purpose of securing the Certificates, the agreements and covenants of the School Board in the Series 2001-QZAB Lease with respect to the Series 2001-QZAB Facilities and Basic Lease Payments to be made by the School Board, the nature, extent and manner of enforcement of such agreements and covenants, the rights and remedies of the Certificate Holders with respect thereto, certain limitations relating to the issuance of additional Series of Certificates under the Trust Agreement, the manner in which the terms of the Trust Agreement may be amended, and the other terms and conditions upon which the Certificates are delivered thereunder.

Reference is hereby made to the Trust Agreement and any and all supplements, modifications or amendments thereof for a description of the pledge of the Trust Estate and assignment and covenants securing the Certificates, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the Holders of the Certificates with respect thereto, the terms and conditions upon which the Holders of the Certificates shall cease to be entitled to any lien, benefit or security under the Trust Agreement and for the other terms and provisions thereof and the pledge of the Trust Estate and the terms and conditions upon which all covenants of the Trustee to the Holders of such Certificates shall thereupon cease, terminate and become void and be discharged and satisfied. All covenants, agreements and obligations of the School Board under the Series 2001-QZAB Lease with respect to the Series 2001-QZAB Facilities or a portion thereof may be discharged and satisfied prior to the maturity or prepayment of this Certificate if moneys or certain specified securities have been deposited with the Trustee in the manner provided in the Trust Agreement.

This Certificate shall be transferable upon the registration books of the Trustee, which shall be kept at the principal corporate trust office of the Trustee upon payment of any charges required. The Certificate Holder may transfer this Certificate in person or by such Certificate Holder's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Certificate Holder or such Certificate Holder's duly authorized attorney. Upon the transfer of this Certificate, the Trustee shall deliver in the name of the transferee a new Certificate or Certificates of the same aggregate principal amount and maturity as the surrendered Certificate. The Trustee may deem and treat the person in whose name this Certificate is registered upon the register of the Trustee as the absolute owner hereof for all purposes, and all such payments so made to any such Certificate Holder or upon such Certificate Holder's order shall be valid and effectual to satisfy and discharge the

liability upon such Certificate to the extent of the sum or sums so paid, and the Trustee shall not be affected by any notice to the contrary.

The Certificates shall be delivered in registered form in denominations of \$100,000 and any integral multiple of \$1,000 in excess thereof. The Certificates, upon surrender thereof at the designated corporate trust office of the Trustee with a written instruction satisfactory to the Trustee, duly executed by the Certificate Holder or such Certificate Holder's attorney duly authorized in writing, may, at the option of the Certificate Holder and upon payment by such Certificate Holder of any charges which the Trustee may make as provided in the Trust Agreement, be exchanged for an equal aggregate principal amount of registered Certificates of the same maturity of any other authorized denominations.

Optional Prepayment: The Certificates shall not be subject to prepayment prior to maturity at the option of the School Board.

Extraordinary Optional Prepayment: The Certificates are subject to prepayment at the option of the School Board if it elects to prepay the principal portion of Basic Lease Payments due under the Series 2001-QZAB Lease as a result of a determination that the Certificates are no longer "qualified zone academy bonds" as defined in Section 1397E(d) of the Tax Code, in whole at any time, at the Prepayment Price expressed as a percentage of the principal portion of the Basic Lease Payments represented by the Certificates to be prepaid as set forth opposite such period in the following table.

<u>Prepayment Period</u> <u>(Both Dates Inclusive)</u>	<u>Prepayment Price</u>
[DATED DATE], 2001 through [DATED DATE], 200_	___%
[DATED DATE], 200_ through [DATED DATE], 200_	___
[DATED DATE], 200_ and thereafter	___

Extraordinary Prepayment: The Certificates shall be subject to prepayment in whole at any time, at a Prepayment Price of par, if the Lease Term of all Leases is terminated for the reasons referred to in Section 4.1(b) or 4.1(c) of the Master Lease.

When prepayment of Certificates is required pursuant to the Trust Agreement, the Trustee shall give notice of the prepayment of such Certificates, which notice shall specify the prepayment date and the place or places where amounts due upon such prepayment will be payable. Such notice shall further state that on such date there shall become due and payable upon each Certificate to be prepaid the Prepayment Price thereof. The Trustee shall mail a copy of such notice, postage prepaid, not less than 30 days before the prepayment date in the case of Extraordinary Optional Prepayment and not less than 5 days nor more than 10 days before the Prepayment Date in the case of Extraordinary Prepayment resulting from termination of all Leases as a result of nonappropriation or default by the School Board, to the Certificate Holders of any Certificates which are to be prepaid, at their last addresses appearing upon the registry books, but any defect in the notice to a particular Certificate Holder shall not affect the validity of the

proceedings for the prepayment of other Certificates.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and laws of the State of Florida and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate have happened and have been performed in due time, form and manner as required by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Certificate has been executed by the manual signature of an Authorized Signatory of the Trustee, not in its individual capacity but solely as Trustee under the Trust Agreement.

THE BANK OF NEW YORK TRUST COMPANY
OF FLORIDA, N.A, as agent for The
Bank of New York, as Trustee

By: _____
Authorized Signatory

FORM OF OPINION OF SPECIAL TAX COUNSEL

[DATED DATE], 2001

The School Board of Miami-Dade County, Florida
1450 Northeast Second Avenue
Miami, Florida 33132

Re: Certificates of Participation, Series 2001-QZAB Evidencing Undivided Proportionate Interests of the Owners Thereof in Basic Lease Payments to be Made by The School Board of Miami-Dade County, Florida, as Lessee, Pursuant to a Master Lease Purchase Agreement with Miami-Dade County School Board Foundation, Inc., as Lessor

Ladies and Gentlemen:

We have acted as special tax counsel in connection with the issuance of \$15,000,000 aggregate principal amount of Certificates of Participation, Series 2001-QZAB, evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by The School Board of Miami-Dade County, Florida, as Lessee, pursuant to a Master Lease Purchase Agreement with Miami-Dade County School Board Foundation, Inc., as Lessor (the "Series 2001-QZAB Certificates") and in connection with the Master Lease Purchase Agreement described below. In that capacity, we have reviewed the Master Lease Purchase Agreement dated as of August 1, 1994 (the "Master Lease"), between The School Board of Miami-Dade County, Florida (the "School Board") and Miami-Dade County School Board Foundation, Inc. (the "Foundation"); Schedule 2001-QZAB, dated as of [DATED DATE], 2001, attached to the Master Lease and executed by the School Board and the Foundation (the Master Lease, together with Schedule 2001-QZAB being hereinafter referred to as the "Series 2001-QZAB Lease"); the Master Trust Agreement dated as of August 1, 1994, as supplemented by a Series 2001-QZAB Supplemental Trust Agreement dated as of [DATED DATE], 2001 (collectively, the "Trust Agreement"), between the Foundation and The Bank of New York Trust Company of Florida, N.A., Jacksonville, Florida, as agent for The Bank of New York (successor by acquisition to NationsBank of Florida, N.A.), as trustee (the "Trustee"); the Series 2001-QZAB Assignment Agreement, dated as of [DATED DATE], 2001 (the "2001-QZAB Assignment Agreement"), between the Foundation and the Trustee; the form of the Series 2001-QZAB Certificates attached to the Trust Agreement; and various other related documents and certificates.

The Basic Lease Payments are payable from funds appropriated by the School Board from current and other funds authorized by law and regulations of the Department of Education of the State of Florida. The School Board is not legally required to appropriate money for such purpose. Neither the School Board, the School District of Miami-Dade County, Florida (the

"District"), the State of Florida, nor any political subdivision thereof shall be obligated to pay, except from appropriated funds, any sums due under the Series 2001-QZAB Lease from any source of taxation, and the full faith and credit of the School Board and the District is not pledged for payment of such sums due thereunder and such sums do not constitute an indebtedness of the School Board or the District within the meaning of any constitutional or statutory provision or limitation.

As to questions of fact material to our opinion, we have relied upon the representations of the School Board contained in the Series 2001-QZAB Lease and in the certified proceedings and other certifications of officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that:

1. The Series 2001-QZAB Lease has been duly authorized, executed and delivered by the School Board and, assuming due authorization, execution and delivery by the Foundation, constitutes the valid and legally binding agreement of the School Board enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.
2. The Series 2001-QZAB Certificates evidence an undivided proportionate interest of the owners thereof in the Basic Lease Payments to be made by the School Board pursuant to the Series 2001-QZAB Lease.
3. The Series 2001-QZAB Lease and Series 2001-QZAB Certificates are Qualified Zone Academy Bonds within the meaning of Section 1397E of the Internal Revenue Code of 1986, as amended (the "Code"). Holders of the Series 2001-QZAB Certificates who own the Series 2001-QZAB Certificates on a credit allowance date will be allowed an annual federal tax credit. The amount of the credit will be included in the gross income of the owners of the Series 2001-QZAB Certificates. We express no opinion regarding other federal tax consequences resulting from the receipt or accrual of the federal tax credit, or the ownership or disposition of the Series 2001-QZAB Certificates. Furthermore, no opinion is expressed with respect to the federal income tax consequences of ownership of the Series 2001-QZAB Certificates, including the availability of any tax credit, following termination of the Master Lease as a result of non-appropriation of funds or the occurrence of an Event of Default thereunder.
4. We are further of the opinion that the Series 2001-QZAB Lease and the Series 2001-QZAB Certificates are exempt from the Florida intangible personal property tax imposed pursuant to Chapter 199, Florida Statutes. However, no opinion is expressed with respect to the payment or reporting of intangible personal property tax following termination of the Master Lease.

In rendering the opinion in paragraph number 3 above, we have assumed continuing compliance by the School Board with the requirements of the Internal Revenue Code of 1986, as

amended, and applicable regulations thereunder that must be met after the issuance of the Series 2001-QZAB Certificates in order that the Series 2001-QZAB Lease and the Series 2001-QZAB Certificates not fail to qualify as Qualified Zone Academy Bonds within the meaning of Section 1397E of the Code. The School Board's failure to meet such requirements may cause the Series 2001-QZAB Lease and the Series 2001-QZAB Certificates to fail to qualify as Qualified Zone Academy Bonds within the meaning of Section 1397E of the Code. The School Board has covenanted to comply with such requirements.

Very truly yours,

GREENBERG TRAURIG, P.A.

ASSIGNMENT

For value received _____ the undersigned does
hereby sell, _____ assign and transfer _____ unto
mentioned Certificate and hereby irrevocably constitutes and appoints _____ the within-

_____ attorney, to
transfer the same on the Certificate register of the Trustee with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

Social Security or Other Identifying
Number of Transferee: _____

NOTE: The signature on this Assignment
must correspond with the name as written on
the face of the within-mentioned Certificate in
every particular without alteration or
enlargement or any change whatsoever.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as
tenants in common

UNIFORM GIFT MIN ACT - _____ Custodian _____ (Minor)
(Cust)
under Uniform Gifts to Minors
Act _____
(State)

Additional abbreviations may also be used though not in the above list.

SCHEDULE 2001-QZAB
Dated as of [DATED DATE], 2001
to the
Master Lease Purchase Agreement
dated as of August 1, 1994
between
Miami-Dade County School Board Foundation, Inc.,
as Lessor (the "Foundation")

and

The School Board of Miami-Dade County, Florida
as Lessee (the "School Board")

THIS SCHEDULE 2001-QZAB (the "Schedule 2001-QZAB") is hereby entered into under and pursuant to that certain Master Lease Purchase Agreement dated as of August 1, 1994, as supplemented (the "Master Lease"), pursuant to which the Foundation has agreed to lease purchase unto the School Board and the School Board has agreed to lease purchase from the Foundation, subject to the terms and conditions of the Master Lease incorporated herein, the Series 2001-QZAB Facilities herein described. The Master Lease with respect to this Schedule and as modified and supplemented hereby, is referred to herein as the "Series 2001-QZAB Lease". All terms not otherwise defined herein shall have the respective meanings set forth in the Master Lease, or in the Trust Agreement, including the Series 2001-QZAB Supplemental Trust Agreement. 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 2001-QZAB Lease the following terms have the meanings set forth below.

"Certificates" or "Series of Certificates" shall mean the \$15,000,000 Certificates of Participation, Series 2001-QZAB dated as of [DATED DATE], 2001 issued under the Trust Agreement and evidencing undivided proportionate interests of the owners thereof in Basic Lease Payments to be made by the School Board pursuant to the Series 2001-QZAB Lease.

"Commencement Date" for the Series 2001-QZAB Lease is [DATED DATE], 2001.

"Eligible Local Education Agency" shall mean any local education agency as defined in Section 14101 of the Elementary and Secondary Education Act of 1965.

"Qualified Purpose" shall mean with respect to any Qualified Zone Academy: (a) rehabilitating or repairing the public school facility in which the academy is established, (b)

providing equipment for use at such academy, (c) developing course materials for education to be provided at such academy, and (d) training teachers and other school personnel in such academy.

“Qualified Zone Academy” shall mean any public school (or academic program within a public school) which is established by and operated under the supervision of an Eligible Local Education Agency to provide education or training below the postsecondary level if: (a) such public school or program (as the case may be) is designed in cooperation with business to enhance the academic curriculum, increase graduation and employment rates, and better prepare students for the rigors of college and the increasingly complex workforce, (b) students in such public school or program (as the case may be) will be subject to the same academic standards and assessments as other students educated by the Eligible Local Education Agency, (c) the comprehensive education plan of such public school or program is approved by the Eligible Local Education Agency, and (c) (i) such public school is located in an empowerment zone or enterprise community (including any such zone or community designated after the date of the enactment of the QZAB Rules), or (ii) there is a reasonable expectation (as of the date of issuance of the QZABs) that at least 35% of the students attending such school or participating in such program (as the case may be) will be eligible for free or reduced lunches under the school lunch program established under the National School Lunch Act.

“QZAB Rules” shall mean Section 1397E of the Internal Revenue Code of 1986, as amended (the “Tax Code”) and regulations of the Internal Revenue Service promulgated thereunder, and Section 14101 of the Elementary and Secondary Education Act of 1965.

“Series 2001-QZAB Assignment Agreement” shall mean the Series 2001-QZAB Assignment Agreement dated as of [DATED DATE], 2001 between the Foundation and the Trustee.

“Series 2001-QZAB Facilities” shall mean the project described in Exhibit A to this Schedule 2001-QZAB.

“Series 2001-QZAB Supplemental Trust Agreement” shall mean the Series 2001-QZAB Supplemental Trust Agreement dated as of [DATED DATE], 2001 between the Foundation and the Trustee.

SECTION 2. Lease Term. The total of all Lease Terms of the Series 2001-QZAB Lease is expected to be fourteen (14) years consisting of an “Original Term” of approximately ___ days from [DATED DATE], 2001 through and including June 30, 2001, thirteen (13) Renewal Terms of twelve (12) months, each from July 1 through and including June 30 of the next succeeding calendar year, commencing July 1, 2001, and ending June 30, 2014, and a final Renewal Term commencing July 1, 2014, and ending [DATED DATE], 2015. Each Lease Term shall be subject to annual renewal pursuant to the provisions of Article III of the Master Lease.

SECTION 3. Series 2001-QZAB Facilities to be Lease Purchased. The Series 2001-QZAB Facilities to be lease purchased under the Series 2001-QZAB Lease and the estimated cost of the Series 2001-QZAB Facilities are set forth in Exhibit A hereto.

SECTION 4. Application of Certain Proceeds of Series 2001-QZAB Certificates. Pursuant to the provisions of Section 302 of the Series 2001-QZAB Supplemental Trust Agreement the Trustee will deposit the amount of \$15,000,000 attributable to the Series 2001-QZAB Facilities to be lease purchased hereunder in the Series 2001-QZAB Acquisition Account, from the proceeds of the Series 2001-QZAB Certificates. Costs of issuing the Series 2001-QZAB Certificates in the amount of \$_____ will be paid from amounts deposited in the Series 2001-QZAB Cost of Issuance Subaccount either from the proceeds of the Series 2001-QZAB Certificates, or from other legally available funds of the School Board.

SECTION 5. Basic Lease Payments. The principal portion of the Basic Lease Payments and the Lease Payment Dates (each _____) with respect to the Series 2001-QZAB Facilities to be lease purchased and the Series 2001-QZAB Certificates attributable to such Facilities are set forth on Exhibit B hereto. There is no interest portion of Basic Lease Payments due with respect to the Series 2001-QZAB Facilities to be lease purchased and the Series 2001-QZAB Certificates attributable to such Facilities.

SECTION 6. Additional Lease Payments. Additional Lease Payments with respect to the Series 2001-QZAB Certificates consist of the following:

1. Trustee Fees: Acceptance Fee of \$1,000.00
Annual Fee of \$1,000.00 during acquisition and \$_____ thereafter, payable annually in advance.
2. Trustee Expenses: \$_____ for counsel fees; out-of-pocket expenses billed at cost.

SECTION 7. Prepayment Provisions. In addition to or in lieu of the prepayment provisions of Section 7.2 of the Master Lease, the principal portion of the Basic Lease Payments due as provided in Section 5 of this Schedule 2001-QZAB are subject to the following prepayment provisions:

A. Optional Prepayment

The principal portion of the Basic Lease Payments is not subject to prepayment prior to its maturity on _____, 2015 at the option of the School Board.

B. Extraordinary Optional Prepayment

In the event that it is determined pursuant to Section 8, paragraph H. hereto that the Series 2001-QZAB Lease and the Series 2001-QZAB Certificates are no longer "qualified zone academy bonds" as defined in Section 1397(E)(d) of the Tax Code, the principal portion of Basic Lease Payments represented by the Series 2001-QZAB Certificates are subject to prepayment at the option of the

School Board in whole at any time, at the Prepayment Price expressed as a percentage of the principal portion of the Basic Lease Payments to be prepaid as set forth opposite such period in the following table.

<u>Prepayment Period</u> <u>(Both Dates Inclusive)</u>	<u>Prepayment Price</u>
_____ , 2001 through _____ , 200_	_____%
_____ , 200_ through _____ , 200_	____
_____ , 200_ and thereafter	____

C. Extraordinary Prepayment

The principal portion of the Basic Lease Payments is subject to extraordinary prepayment in whole at any time, at a prepayment price of par upon termination of the Lease Term for the reasons referred to in Sections 4.1(b) (the occurrence of an Event of Nonappropriation) or 4.1(c) (the occurrence of an Event of Default) of the Master Lease.

SECTION 8. Other Special Provisions.

A. Representations. (1) The School Board hereby confirms its representations, covenants and warranties set forth in Section 2.10, 5.12 and 5.13 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 2001-QZAB and all references therein to the Facilities shall include the Series 2001-QZAB Facilities. The Foundation 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 2001-QZAB and all references therein to the Facilities shall include the Series 2001-QZAB Facilities.

(2) The Foundation 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 2001-QZAB, under the Series 2001-QZAB Lease.

B. Title. Notwithstanding the provisions of Section 6.1 of the Master Lease, title to the Series 2001-QZAB Facilities shall remain vested in the School Board throughout the term of the Series 2001-QZAB Lease.

C. Remedies Upon Nonappropriation or Default. Section 3.6 of the Master Lease is hereby modified with respect to the Series 2001-QZAB Facilities to provide as follows:

Section 3.6. Surrender of Facilities.

No Surrender of Series 2001-QZAB Facilities.

(1) Upon the termination of the Series 2001-QZAB Lease Term prior to the payment of all Lease Payments scheduled therefor or without the payment of the then applicable Purchase Option Price of the Series 2001-QZAB Facilities, or (2) as provided in Section 8.2(2) hereof upon the occurrence of an event of default, then the Purchase Option Price of the Series 2001-QZAB Facilities, shall become immediately due and payable, but only from (i) amounts on deposit in the Series 2001-QZAB Lease Payment Account and (ii) the School Board's current or other funds authorized by law and appropriated for such purpose as provided in Section 3.1 hereof. The Foundation's sole remedy (other than rights and remedies it may have at law against the School Board's legally available funds for compensatory damages as provided below upon the occurrence of an Event of Default under Section 8.1 hereof) shall be to seek a judgment against the School Board for the unpaid balance of the Purchase Option Price, which judgment shall be enforceable solely against the School Board's legally available funds.

Notwithstanding the obligations of the School Board to pay the Purchase Option Price of the Series 2001-QZAB Facilities, the School Board shall be under no obligation to transfer possession of and/or title to the Series 2001-QZAB Facilities, to the Foundation, and the Foundation shall have no right under the Series 2001-QZAB Lease to involuntarily dispossess the School Board of the use and enjoyment of or title to any of the Series 2001-QZAB Facilities, and the Foundation hereby irrevocably waives any right to specific performance of the School Board's covenants upon any such termination of the Lease Term.

Upon the termination of the Lease Term as a result of a default by the School Board, the Foundation shall have the right to sue for compensatory damages, including damages for any loss suffered by the Foundation or the Trustee as a result of the School Board's failure to pay the unpaid balance of the Purchase Option Price when due.

D. Financial Information. (1) Within one hundred eighty (180) days of the end of each fiscal year of the School Board during the term hereof, the School Board shall provide the Trustee (solely as a repository of such information with no duty of review) with (i) a copy of its audited financial statements for such fiscal year and (2) within thirty (30) days of its adoption, a copy of the official budget for the current fiscal year. In addition, the School Board shall furnish to all Certificate Holders such other financial information relating to the ability of the School Board to make Basic Lease Payments as may reasonably be requested by any Certificate Holder.

E. Section 9.11 of the Master Lease. For purposes of the Series 2001-QZAB Lease, Section 9.11 of the Master Lease shall not apply. The School Board hereby represents and warrants that it has taken no action and covenants that it will take no action to implement the provisions of Section 9.11 of the Master Lease.

F. Qualified Zone Academy Bond Covenants. (1) **Qualified Purpose Covenant.** The School Board shall assure that not less than ninety-five percent (95%) of the proceeds of the Series 2001-QZAB Certificates will be used for "qualified purposes" within the meaning of section 1397E(d)(5) of the Tax Code and will be spent with respect to a "qualified zone academy" within the meaning of section 1397E(d)(4) of the Tax Code, and the School Board hereby designates the Series 2001-QZAB Lease and the Series 2001-QZAB Certificates as qualified zone academy bonds for purposes of section 1397E(d)(1)(C)(i) of the Tax Code.

(2) **Qualified Zone Academy.** The School Board certifies that it is an eligible local education agency within the meaning of section 1397E(d)(4)(B) of the Tax Code and section 14101 of the Elementary and Secondary Education Act of 1965 and the School Board will operate the Series 2001-QZAB Facilities as qualified zone academies. The School Board also certifies with respect to any equipment included as part of the Series 2001-QZAB Facilities ("Equipment") that (i) the Equipment will be used in a public school (or an academic program within a public school) designed in cooperation with business to enhance the academic curriculum, increase graduation and employment rates, and better prepare students for the rigors of college and the increasingly complex workforce, (ii) the school provides education or training below the post secondary level, (iii) students in the school (or the academic program in the school) will be subject to the same academic standards and assessments as other students educated by the School Board, (iv) the School Board has approved the comprehensive education plan of the school, and (v) the Equipment will be used in a school located in an empowerment zone or enterprise community (within the meaning of section 1394, 1396 and 1397 of the Tax Code), or the School Board reasonably expects as of the date of this Series 2001-QZAB Lease, that at least thirty-five percent (35%) of the students attending the school or participating in the academic program will be eligible for free or reduced-cost lunches under the program established under the National School Lunch Act.

(3) **Allocation of State QZAB Limitation.** The School Board has received an allocation of issuance authority for qualified zone academy bonds for fiscal year 1999-2000 and 2000-2001 in the amount of \$15,000,000 from the State of Florida Department of Education as evidenced by letter to the School Board, dated February 6, 2001 from the State of Florida Department of Education.

(4) **Private Contribution Requirement.** The School Board has received written commitments from private entities to make qualified contributions with respect to the school within the meaning of section 1397E(d)(2) of the Tax Code and that the present value of said contributions (using the credit rate as the discount rate) is no less than ten percent (10%) of the amount of the Series 2001-QZAB Certificates.

G. Loss of Qualified Zone Academy Bond Status. If a Certificate Holder, or its permitted assigns, either (i) receives notice, in any form, from the Internal Revenue Service, or (ii) reasonably determines, based on an opinion of an independent tax counsel selected by the Certificate Holder and approved by the School Board, which approval the School Board will not unreasonably withhold, that the Certificate Holder is otherwise eligible and able to use the tax credit described in Section 1397E(b) of the Tax Code (the "Credit") but may not use the Credit due to a final determination of the Internal Revenue Service (after the School Board has exhausted all administrative appeal remedies) to the effect that the Series 2001-QZAB Lease and Series 2001-QZAB Certificates are not "qualified zone academy bonds" as defined in Section 1397E(d) of the Tax Code, then the School Board shall pay to the Certificate Holder, within thirty (30) days after the Certificate Holder notifies the School Board of such determination, the amount which, taking into account all penalties, fines, interest and additions to tax that are imposed on the School Board as a result of the loss of "qualified zone academy bond" status for the Series 2001-QZAB Lease and the Series 2001-QZAB Certificates and the School Board will restore to the Certificate Holder the same after-tax yield on the Series 2001-QZAB Certificates that the Certificate Holder would have realized from the date of the Series 2001-QZAB Certificate to the date of such determination, had the loss of "qualified zone academy bond" status not occurred. Absent manifest error, the determination of such amount by the Certificate Holder shall be conclusive and binding upon the School Board. In addition, the School Board agrees that upon the occurrence of such an event, it will pay an additional amount of interest, on each lease payment date occurring after the date on which the first additional payment was made by the School Board pursuant to the preceding sentence, as will maintain such after-tax yield to the Certificate Holder. In the event that the School Board makes any payment to the Certificate Holder pursuant to this paragraph G. and it is subsequently determined, pursuant to a final, conclusive and non-appealable decision of the Internal Revenue Service or a court of competent jurisdiction that the Series 2001-QZAB Certificates constitute qualified zone academy bonds, the School Board shall be entitled to reimbursement for all amounts so paid to the Certificate Holder under this paragraph G, without interest. Provided, however, that in lieu of making the additional payments required under this paragraph G. the School Board may elect to prepay the Basic Lease Payments represented by the Series 2001-QZAB's in accordance with the Extraordinary Optional Prepayment provisions in Section 7 hereof. Upon such prepayment, the term of the Series 2001-QZAB Lease shall be terminated.

IN WITNESS WHEREOF, the Foundation has caused this Schedule 2001-QZAB to be executed in its corporate name by its duly authorized officers, and the School Board has caused this Schedule 2001-QZAB to be executed in its name by its duly authorized members or officers on the date set forth below their respective signatures and all as of the day and year first written above.

[SEAL]

MIAMI-DADE COUNTY SCHOOL
BOARD FOUNDATION, INC.

Attest:

By: _____
Roger C. Cuevas
Secretary

By: _____
Dr. Richard H. Hinds
Vice President

Date: [DATED DATE], 2001

Date: [DATED DATE], 2001

[SEAL]

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

Attest:

By: _____
Roger C. Cuevas
Secretary

By: _____
Perla Tabares Hantman
Chair

Date: [DATED DATE], 2001

Date: [DATED DATE], 2001

EXHIBIT A

DESCRIPTION OF PROJECT; ESTIMATED PROJECT COSTS

Qualified Zone Academy Bonds-Round 2 Proposed School Projects

<i>Total Cost of all Capital/Technology/Vocational Projects:</i>	\$15,000,000.00
<i>Potential Required Contributions:</i>	\$1,500,000.00
<i>Total Contributions as of 11/01/00:</i>	\$6,819,722.90

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
<hr/>					
0041	<i>Air Base Elementary</i> 12829 S.W. 272nd Street Homestead, FL 33032	52% free/reduced lunch			
			Technology - Purchase of file server, computers, software, and training.	\$50,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				MCR Lumber Company	\$5,000.00
			Potential QZAB Bond:	\$50,000.00	
			Contribution required at time of issuance :	\$5,000.00	
<hr/>					
0111	<i>Angelou, Maya El.</i> 1850 N.W. 32nd Street Miami, FL 33142	100% free/reduced lunch			
		Within East/West Corridor Attendance Boundary Empowerment Zone			
			Technology - Purchase of computers, and software.	\$50,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Computer Curriculum Corporation	\$5,000.00
			Potential QZAB Bond:	\$50,000.00	
			Contribution required at time of issuance :	\$5,000.00	
<hr/>					
0451	<i>Ashe Elementary</i> 6601 S.W. 152nd Avenue Miami, FL 33193	55% free/reduced lunch			
			Technology - Purchase of computers and training.	\$23,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Domino's Pizza	\$2,368.40
			Potential QZAB Bond:	\$23,684.00	
			Contribution required at time of issuance :	\$2,368.40	
<hr/>					

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
7051	<i>Braddock, Holmes Senior High</i> 3601 S.W. 147th Avenue Miami, FL 33185	47% free/reduced lunch	Capital - Upgrade of various vocational labs: Business Educational, Drafting, Graphics, Health Science, Automotive, Criminal Justice and various other academic classrooms.	\$358,334.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Baptist Health Systems of South Florida	\$12,000.00
				Herff Jones	\$10,000.00
				IMAX Theatre	\$30,000.00
				Johnson & Wales University	\$5,000.00
				Miami-Dade Community College	\$6,000.00
				Swissport USA, Inc.	\$6,000.00
				total as of 11/1/00:	\$69,000.00
			Potential QZAB Bond:	\$358,334.00	
			Contribution required at time of issuance :	\$35,833.40	
0561	<i>Bryan, W.J. Elementary</i> 1200 N.E 125th Street Miami, FL 33161	84% free/reduced lunch	Technology - Purchase of networking hardware, computers, software, and training.	\$60,500.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Washington Mutual	\$6,100.00
			Potential QZAB Bond:	\$60,500.00	
			Contribution required at time of issuance :	\$6,050.00	
0651	<i>Campbell Drive Elementary</i> 15790 S.W. 307th Street Leisure City, FL 33033	94% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$23,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				City of Homestead, Florida	\$2,500.00
				First National Bank of Homestead	\$2,500.00
				Picture Perfect Art & Frames	\$2,500.00
				total as of 11/1/00:	\$7,500.00
			Potential QZAB Bond:	\$23,684.00	
			Contribution required at time of issuance :	\$2,368.40	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
7051	<i>Braddock, Holmes Senior High</i> 3601 S.W. 147th Avenue Miami, FL 33185	47% free/reduced lunch	Capital - Upgrade of various vocational labs; Business Educational, Drafting, Graphics, Health Science, Automotive, Criminal Justice and various other academic classrooms.	\$358,334.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Baptist Health Systems of South Florida	\$12,000.00
				Herff Jones	\$10,000.00
				IMAX Theatre	\$30,000.00
				Johnson & Wales University	\$5,000.00
				Miami-Dade Community College	\$6,000.00
				Swissport USA, Inc.	\$6,000.00
				total as of 11/1/00:	\$69,000.00
		Potential QZAB Bond:		\$358,334.00	
		Contribution required at time of issuance :		\$35,833.40	
0561	<i>Bryan, W.J. Elementary</i> 1200 N.E 125th Street Miami, FL 33161	84% free/reduced lunch	Technology - Purchase of networking hardware, computers, software, and training.	\$60,500.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Washington Mutual	\$6,100.00
		Potential QZAB Bond:		\$60,500.00	
		Contribution required at time of issuance :		\$6,050.00	
0651	<i>Campbell Drive Elementary</i> 15790 S.W. 307th Street Leisure City, FL 33033	94% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$23,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				City of Homestead, Florida	\$2,500.00
				First National Bank of Homestead	\$2,500.00
				Picture Perfect Art & Frames	\$2,500.00
				total as of 11/1/00:	\$7,500.00
		Potential QZAB Bond:		\$23,684.00	
		Contribution required at time of issuance :		\$2,368.40	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
6061	Campbell Drive Middle 900 N.E. 23rd. Ave. Homestead, FL 33033	98% free/reduced lunch	Technology - Applied Educational Systems - 10 station business center software. Vocational - Electrical and networking for graphics lab; upgrade aerospace technology lab.	\$23,684.00 \$80,000.00 subtotal: \$103,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Campbell Drive Middle PTSA	\$6,090.00
				Wal-Mart	\$5,000.00
				total as of 11/1/00:	\$11,090.00
		Potential QZAB Bond:		\$103,684.00	
		Contribution required at time of issuance :		\$10,368.40	
0661	Caribbean Elementary 11990 S.W. 200th Street Miami, FL 33177	86% free/reduced lunch Bordering Cutler Ridge-Perrine Enterprise Zone	Technology - Purchase of computers and training.	\$23,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Milestone Construction Contractors, Inc.	\$3,000.00
		Potential QZAB Bond:		\$23,684.00	
		Contribution required at time of issuance :		\$2,368.40	
6051	Carol City Middle 3737 N.W. 188th Street Opa-locka, FL 33055	93% free/reduced lunch	Vocational - Upgrade family and consumer sciences lab;electrical and networking for graphics lab. Technology - Purchase of computers for Math & Science Classes.	\$80,000.00 \$12,000.00 subtotal: \$92,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Carol City Middle PTSA	\$4,650.00
				Pro Player Stadium	\$4,652.00
				total as of 11/1/00:	\$9,302.00
		Potential QZAB Bond:		\$92,000.00	
		Contribution required at time of issuance :		\$9,200.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
0721	<i>Carver, George Elementary</i> 238 Grand Avenue Coral Gables, FL 33133	47% free/reduced lunch	Capital - Remodel existing library to provide program for International curriculum	\$833,333.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Apple	\$10,000.00
				Florida International University	\$20,000.00
				G. W. Carver Elem EESAC - Educational Excellence Advisory Council	\$10,000.00
				G. W. Carver Elementary PTA	\$75,000.00
				McDonald's	\$500.00
				United Food & Beverage Dist.	\$1,500.00
				Washington Mutual	\$15,000.00
				total as of 11/1/00:	\$132,000.00
			Potential QZAB Bond:	\$833,333.00	
			Contribution required at time of issuance :	\$83,333.30	
6081	<i>Centennial Middle</i> 8601 S.W. 212th Street Miami, FL 33189	76% free/reduced lunch	Technology - Purchase of computers, printer(s), projection device. Vocational - Electrical and networking for graphics lab.	\$50,000.00 \$25,000.00	
			subtotal:	\$75,000.00	
				<i>Private Organization</i>	<i>Contribution Amount</i>
				Allstate	\$7,500.00
			Potential QZAB Bond:	\$75,000.00	
			Contribution required at time of issuance :	\$7,500.00	
0771	<i>Chapman, W. A. Elementary</i> 27190 S.W. 140th Avenue Homestead, FL 33032	100% free/reduced lunch	Capital - Upgrade of the Computer Labs for Reading, Math & Science.	\$200,333.00	
				<i>Private Organization</i>	<i>Contribution Amount</i>
				Homestead Air Force Base	\$9,000.00
				Master Frank Tae Kwan Do	\$12,500.00
				McDonald's	\$1,000.00
				MCR Lumber Co.	\$1,000.00
				Molina Service	\$2,500.00
				Tropical Fun Center	\$1,000.00
				total as of 11/1/00:	\$27,000.00
			Potential QZAB Bond:	\$200,333.00	
			Contribution required at time of issuance :	\$20,033.30	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
0801	<i>Citrus Grove Elementary</i> 2121 N.W. 5th Street Miami, FL 33125	88% free/reduced lunch	Within East/West Corridor Attendance Boundary Empowerment Zone Technology - Purchase of computers and software.	\$90,000.00	
					<i>Private Organization</i>
					<i>Contribution Amount</i>
					Citrus Grove Elementary PTA \$3,000.00
					Ibiley School Uniforms \$5,000.00
					Mike Hernandez for QSP/Reader's Digest \$3,000.00
					United Data Technologies \$5,000.00
					total as of 11/1/00: \$16,000.00
		Potential QZAB Bond:		\$90,000.00	
		Contribution required at time of issuance :		\$9,000.00	
0841	<i>Coconut Grove Elementary</i> 3351 Matilda Street Coconut Grove, FL 3313	56% free/reduced lunch	Technology - Retrofit, electrical upgrade, purchase of computers, software, and training.	\$65,000.00	
					<i>Private Organization</i>
					<i>Contribution Amount</i>
					Coconut Grove Elementary PTA \$9,500.00
		Potential QZAB Bond:		\$65,000.00	
		Contribution required at time of issuance :		\$6,500.00	
8121	<i>COPE North</i> 9950 N.W. 19th Avenue Miami, FL 33147	100% free/reduced lunch	Technology - Purchase of hardware, software, and training.	\$100,000.00	
					<i>Private Organization</i>
					<i>Contribution Amount</i>
					Ackley Marketing Group \$5,000.00
					America's Favorite \$2,500.00
					M & M Maternity \$2,500.00
					Miami-Dade Community College Medical Center Campus \$2,500.00
					total as of 11/1/00: \$12,500.00
		Potential QZAB Bond:		\$100,000.00	
		Contribution required at time of issuance :		\$10,000.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
8131	<i>COPE South - Wallace, Dorothy M.</i> 10225 S.W. 147th Terrace Miami, FL 33176	92% free/reduced lunch	Technology - Purchase of computers, printers, scanners, software, and training.	\$91,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Community Health of South Dade, Inc.	\$9,100.00
			Potential QZAB Bond:	\$91,000.00	
			Contribution required at time of issuance :	\$9,100.00	
1001	<i>Coral Park Elementary</i> 1225 S.W. 97th Avenue Miami, FL 33174	56% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$24,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Westchester Shopping Center	\$5,000.00
			Potential QZAB Bond:	\$24,000.00	
			Contribution required at time of issuance :	\$2,400.00	
1081	<i>Coral Terrace Elementary</i> 6801 S.W. 24th Street Miami, FL 33155	64% free/reduced lunch	Technology -Purchase of computers, software, and retrofit printer.	\$16,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Marlin Engineering, Inc.	\$1,600.00
			Potential QZAB Bond:	\$16,000.00	
			Contribution required at time of issuance :	\$1,600.00	
1121	<i>Coral Way Elementary</i> 1950 S.W. 13th Avenue Miami, FL 33145	64% free/reduced lunch	Technology -Upgrade wiring, purchase of computers, software, and training.	\$120,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Spanish International Parents Association Washington Mutual total as of 11/1/00:	\$6,000.00 \$6,000.00 \$12,000.00
			Potential QZAB Bond:	\$120,000.00	
			Contribution required at time of issuance :	\$12,000.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
8201	<i>Corporate Academy South @ Homeste</i> 2351 S.E. 12th Avenue Homestead, FL 33035	Bordering Homestead/Florida City Enterprise Zone	Technology - Purchase of computers.	\$12,250.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Communities in Schools of Miami, Inc.	\$54,000.00
		Potential QZAB Bond:		\$12,250.00	
		Contribution required at time of issuance :		\$1,225.00	
6111	<i>Cutler Ridge Middle</i> 19400 S.W. 97th Avenue Miami, FL 33157	65% free/reduced lunch Bordering Cutler Ridge-Perrine Enterprise Zone	Technology - Purchase of computers.	\$23,684.00	
			Vocational - Upgrade wood shop for exploring technology; electrical and and networking for business labs.	\$160,000.00	
			subtotal:	\$183,684.00	
				<i>Private Organization</i> United Marketing Associates	<i>Contribution Amount</i> \$21,600.00
		Potential QZAB Bond:		\$183,684.00	
		Contribution required at time of issuance :		\$18,368.40	
1281	<i>Cypress Elementary</i> 5400 S.W. 112th Court Miami, FL 33165	37% free/reduced lunch	Technology - Purchase of computers, retrofit, and training.	\$67,720.00	
				<i>Private Organization</i> Publix Supermarket	<i>Contribution Amount</i> \$6,775.00
		Potential QZAB Bond:		\$67,720.00	
		Contribution required at time of issuance :		\$6,772.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
6121	<i>Dario Ruben Middle</i> 350 N.W. 97th Avenue Miami, FL 33172	77% free/reduced lunch	Technology - Purchase of desktop computers, laptops, inkjet printers, and training.	\$210,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Coca-Cola Bottling Company	\$1,000.00
				Miami-Dade County Parks & Recreation Department	\$16,400.00
				South American Freight International, Inc.	\$12,300.00
				The Miami Herald	\$9,000.00
				total as of 11/1/00:	\$38,700.00
			Potential QZAB Bond:	\$210,000.00	
			Contribution required at time of issuance :	\$21,000.00	
6131	<i>Doolin, Howard A. Middle</i> 6400 S.W. 152nd Avenue Miami, FL 33193	63% free/reduced lunch	Technology - Purchase of computers and training.	\$23,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Eastern National Bank	\$2,500.00
				State Farm Insurance Companies	\$2,500.00
				total as of 11/1/00:	\$5,000.00
			Potential QZAB Bond:	\$23,684.00	
			Contribution required at time of issuance :	\$2,368.40	
6141	<i>Drew, Charles Middle</i> 1801 N.W. 60th Street Miami, FL 33142	100% free/reduced lunch North Central Enterprise Zone	Capital - Upgrade of applied technology, family and consumer sciences and business technology labs.	\$418,333.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				American Airlines	\$10,000.00
				Citibank	\$2,500.00
				Inner-City Games	\$50,000.00
				total as of 11/1/00:	\$62,500.00
			Potential QZAB Bond:	\$418,333.00	
			Contribution required at time of issuance :	\$41,833.30	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
1521	<i>Earhart, Amelia Elementary</i> 5987 East 7th Avenue Hialeah, FL 33013	84% free/reduced lunch Bordering N. Central Enterprise Zone	Capital - Convert room to intermediate science lab, convert room to intermediate computer lab for math, convert room for resource career lab.	\$416,666.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					Amelia Earhart Elementary PTA \$6,000.00
					Global Caribe, Inc. \$14,500.00
					Harris Environmental Safety Consultants, Inc. \$22,000.00
					Pension Benefit Guarantee Corporation \$11,000.00
					The Cloverleaf \$9,000.00
					total as of 11/1/00: \$62,500.00
			Potential QZAB Bond:	\$416,666.00	
			Contribution required at time of issuance :	\$41,666.60	
1721	<i>Everglades Elementary</i> 8375 S.W. 16th Street Miami, FL 33155	46% free/reduced lunch	Technology - Purchase of hardware, software, and training.	\$19,500.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					Commercebank \$10,000.00
			Potential QZAB Bond:	\$19,500.00	
			Contribution required at time of issuance :	\$1,950.00	
1811	<i>Fascell, Dante B. El.</i> 15625 S.W. 80th Street Miami, FL 33193	55% free/reduced lunch	Technology - Upgrade infrastructure, purchase computers, and software.	\$23,684.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					Recio \$2,500.00
			Potential QZAB Bond:	\$23,684.00	
			Contribution required at time of issuance :	\$2,368.40	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
0761	<i>Fienberg/Fisher Elementary</i> 1420 Washington Avenue Miami Beach, FL 33139	100% free/reduced lunch South Beach Enterprise Zone Within East/West Corridor Attendance Boundary Empowerment Zone	Capital - Convert intermediate rooms into science lab and computer lab for math.	\$330,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Cool School	\$10,000.00
				Family Counseling Services of Greater Miami, Inc.	\$7,500.00
				Jewish Family Service of Greater Miami, Inc.	\$36,000.00
				R.A.I.N Parents Inc.	\$310,000.00
				Stanley C. Myers Community Health Center	\$120,000.00
				The Children's Psychiatric Center, Inc.	\$45,000.00
				total as of 11/1/00:	\$528,500.00
			Potential QZAB Bond:	\$330,000.00	
			Contribution required at time of issuance :	\$33,000.00	
6171	<i>Filer, Henry H. Middle</i> 531 West 29th Street Hialeah, FL 33012	89% free/reduced lunch Bordering N. Central Enterprise Zone	Vocational - Electrical and networking for graphics and business labs; retrofit art room for exploring technology.	\$185,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Filer Middle PTA	\$3,685.00
				R & R Sod Contractors	\$6,000.00
				YWCA of Greater Miami	\$116,000.00
				total as of 11/1/00:	\$125,685.00
			Potential QZAB Bond:	\$185,000.00	
			Contribution required at time of issuance :	\$18,500.00	
1841	<i>Flagami Elementary</i> 920 S.W. 76th Avenue Miami, FL 33144	72% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$71,250.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Flagami Elementary PTA	\$1,000.00
				Washington Mutual	\$7,100.00
				total as of 11/1/00:	\$8,100.00
			Potential QZAB Bond:	\$71,250.00	
			Contribution required at time of issuance :	\$7,125.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
1881 Flagler, Henry Elementary 5222 N.W. 1st Street Miami, FL 33126		86% free/reduced lunch	Within East/West Corridor Attendance Boundary Empowerment Zone Technology - Purchase of computers, software, and training.	\$50,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Ibiley School Uniforms	\$5,000.00
		Potential QZAB Bond:		\$50,000.00	
		Contribution required at time of issuance :		\$5,000.00	
2021 Floyd, Gloria Elementary 12650 S.W. 109th Avenue Miami, FL 33176		37% free/reduced lunch	Technology - Purchase of computers, software, training, and retrofit.	\$56,250.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Home Depot	\$675.00
				Kindericare	\$2,500.00
				PAPCO Auto Stores	\$1,000.00
				Publix Supermarket	\$2,325.00
				total as of 11/1/00:	\$6,500.00
		Potential QZAB Bond:		\$56,250.00	
		Contribution required at time of issuance :		\$5,625.00	
7751 Goleman, Barbara Sr. 14100 N.W. 89th Avenue Miami, FL 33168		55% free/reduced lunch	Vocational - Electrical and networking for graphics, drafting, technology studies labs, drop-ceiling for technology studies lab.	\$150,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Pontiac Buick GMC Duhaney	\$25,000.00
				United Stated Marine Corps	\$5,000.00
				WalMart	\$2,500.00
				total as of 11/1/00:	\$32,500.00
		Potential QZAB Bond:		\$150,000.00	
		Contribution required at time of issuance :		\$15,000.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
2241	<i>Gratigny Elementary</i> 11905 North Miami Avenue Miami, FL 33168	90% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$110,500.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Bank United	\$6,050.00
				Gratigny Elementary PTA	\$5,000.00
				total as of 11/1/00:	\$11,050.00
		Potential QZAB Bond:		\$110,500.00	
		Contribution required at time of issuance :		\$11,050.00	
2261	<i>Greenglade Elementary</i> 3060 S.W. 127th Avenue Miami, FL 33175	39% free/reduced lunch	Capital - Implementation of Government & Economics Career program.	\$99,334.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Aloha Destinations, Inc.	\$1,500.00
				Chicken Kitchen	\$1,500.00
				Greenglade Elementary PTA	\$13,000.00
				Julian & Magaly Nodarse	\$3,600.00
				total as of 11/1/00:	\$19,600.00
		Potential QZAB Bond:		\$99,334.00	
		Contribution required at time of issuance :		\$9,933.40	
2331	<i>Hadley, Charles Elementary</i> 8400 N.W. 7th Street Miami, FL 33126	67% free/reduced lunch	Technology - Purchase of computers, printers, software, and training.	\$46,500.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Charles Hadley Elementary PTA	\$2,100.00
				Outback Steakhouse	\$2,600.00
				total as of 11/1/00:	\$4,700.00
		Potential QZAB Bond:		\$46,500.00	
		Contribution required at time of issuance :		\$4,650.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
2341 Hall, Joe Elementary 1901 S.W. 134th Avenue Miami, FL 33175		41% free/reduced lunch			
			Technology - Training, infrastructure, computers, and network software.	\$45,720.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Bank of America	\$2,500.00
				Mike Hernandez for QSP/Reader's Digest	\$2,500.00
				total as of 11/1/00:	\$5,000.00
		Potential QZAB Bond:		\$45,720.00	
		Contribution required at time of issuance :		\$4,572.00	
6221 Hammocks Middle 9889 Hammocks Boulevard Miami, FL 33196		39% free/reduced lunch			
			Technology - Purchase of computers and training.	\$23,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Hammocks Middle PTSA	\$2,500.00
		Potential QZAB Bond:		\$23,684.00	
		Contribution required at time of issuance :		\$2,368.40	
6231 Hialeah Middle 6027 East 7th Avenue Miami, FL 33013		78% free/reduced lunch Bordering N. Central Enterprise Zone			
			Capital - Provide electrical upgrade for science labs, math lab, graphics and business technology lab.	\$416,667.00	
			Technology - Purchase of computers and software.	\$121,000.00	
			subtotal:	\$537,667.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				CEIB	\$15,000.00
				Hialeah Middle PTSA	\$5,000.00
				La Catalana Bakery	\$7,000.00
				Power 96	\$30,000.00
				Southeastern Insurance Corporation	\$15,000.00
				The New Wash House	\$8,000.00
				UPN	\$15,000.00
				total as of 11/1/00:	\$95,000.00
		Potential QZAB Bond:		\$537,667.00	
		Contribution required at time of issuance :		\$53,766.70	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
7111	Hialeah Senior 251 East 47th Street Hialeah, FL 33013	54% free/reduced lunch Bordering N. Central Enterprise Zone	Vocational - Upgrade foods lab; electrical for business labs, upgrade automotive lab to include air conditioning; upgrade shop.	\$365,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				AT&T Broadband	\$25,000.00
				B & G Auto Parts Warehouse, Inc.	\$1,500.00
				Florida International University	\$10,000.00
				Florida Memorial College	\$10,000.00
				Fox Mar Studios	\$5,000.00
				Herff Jones	\$2,000.00
				Hialeah EESAC	\$5,000.00
				Johnson & Wales University	\$4,000.00
				McDonald's	\$5,000.00
				Robert Morgan Vocational Technical Institute	\$15,000.00
				Youth Co-Op, Inc.	\$36,000.00
				total as of 11/1/00:	\$118,500.00
		Potential QZAB Bond:		\$365,000.00	
		Contribution required at time of issuance :		\$36,500.00	
7131	Hialeah-Miami Lakes Senior 7977 West 12th Avenue Hialeah, FL 33014	53% free/reduced lunch	Vocational - Electrical and networking for business and graphics labs.	\$80,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				American Lung Association of South Florida	\$1,000.00
				Carlton Fields	\$1,000.00
				Johnson & Wales University	\$2,000.00
				Pepsi-Cola Bottling Group of Miami	\$10,000.00
				Stephen E. Krulin, Attorney at Law	\$450.00
				Swissport	\$3,000.00
				Technical Career Institute	\$3,000.00
				The Beverly Hills Café	\$6,600.00
				USA Today	\$10,000.00
				total as of 11/1/00:	\$37,050.00
		Potential QZAB Bond:		\$80,000.00	
		Contribution required at time of issuance :		\$8,000.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
2401	<i>Hibiscus Elementary</i> 18701 N.W. 1st Avenue North Miami Beach, FL 3	74% free/reduced lunch	Technology - Purchase of hardware, software, and training.	\$60,500.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					BJ's Wholesale Club \$13,000.00
					Washington Mutual \$4,000.00
					total as of 11/1/00: \$17,000.00
		Potential QZAB Bond:		\$60,500.00	
		Contribution required at time of issuance :		\$6,050.00	
6251	<i>Homestead Middle</i> 650 N.W. 2nd Avenue Homestead, FL 33030	87% free/reduced lunch Bordering Homestead/Florida City Enterprise Zone Within Homestead/Florida City Attendance Boundary Empowerment Zone	Capital - Upgrade of Family and Consumer science & renovations to Aerospace Lab. Technology - Purchase of computers/printers/peripherals, and software.	\$150,000.00 \$23,684.00	
			subtotal:	\$173,684.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					Civil Air Patrol \$10,000.00
					Florida International University \$500,000.00
					MUJER \$10,000.00
					total as of 11/1/00: \$520,000.00
		Potential QZAB Bond:		\$173,684.00	
		Contribution required at time of issuance :		\$17,368.40	
7151	<i>Homestead Senior</i> 2351 S.E. 12th Avenue Homestead, FL 33035	74% free/reduced lunch Bordering Homestead/Florida City Enterprise Zone	Capital - Upgrade of the Practical Nursing program, Business Technology Labs, and Food Labs. Vocational - Upgrade foods lab to include commercial kitchen; electrical for business labs.	\$246,750.00 \$140,000.00	
			subtotal:	\$386,750.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					SER-Jobs for Progress, Inc. \$1,100,000.00
		Potential QZAB Bond:		\$386,750.00	
		Contribution required at time of issuance :		\$38,675.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
2521 Hoover, Oliver Elementary 9050 Hammocks Boulevard Kendall, FL 33196		35% free/reduced lunch			
			Technology - Purchase of computers and training.	\$42,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Baptist Hospital of Miami	\$380.00
				Kendall Carvel	\$1,000.00
				Papa John's Pizza	\$3,200.00
				total as of 11/1/00:	\$4,580.00
		Potential QZAB Bond:		\$42,000.00	
		Contribution required at time of issuance :		\$4,200.00	
8141 Juvenile Justice Center 3300 N.W. 27th Avenue Miami, FL 33142					
		Within East/West Corridor Attendance Boundary Empowerment Zone			
			Technology - Purchase of computers and software.	\$16,500.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Thrift & Treasure Shop	\$1,650.00
		Potential QZAB Bond:		\$16,500.00	
		Contribution required at time of issuance :		\$1,650.00	
2651 Kendale Lakes Elementary 8000 S.W. 142nd Avenue Miami, FL 33183		46% free/reduced lunch			
			Technology - Purchase of computers, software, and training.	\$23,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Washington Mutual	\$2,500.00
		Potential QZAB Bond:		\$23,684.00	
		Contribution required at time of issuance :		\$2,368.40	
6301 Kennedy, J.F. Middle 1075 N.E. 167th Street North Miami Beach, FL 3		87% free/reduced lunch			
			Capital - Exploring Technology lab.	\$252,333.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Emanuel Cooperstone	\$20,000.00
				Orvieto's Trophies	\$10,000.00
				Pete's Rentals	\$10,000.00
				total as of 11/1/00:	\$40,000.00
		Potential QZAB Bond:		\$252,333.00	
		Contribution required at time of issuance :		\$25,233.30	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
2661 Kensington Park Elementary 711 N.W. 30th Avenue Miami, FL 33125		77% free/reduced lunch Within East/West Corridor Attendance Boundary Empowerment Zone	Technology - Purchase of computers, software, and training.	\$44,000.00	
					<i>Private Organization</i> University of Miami
					<i>Contribution Amount</i> \$22,000.00
		Potential QZAB Bond:		\$44,000.00	
		Contribution required at time of issuance :		\$4,400.00	
2701 Kenwood Elementary 9300 S.W. 79th Avenue Miami, FL 33156		36% free/reduced lunch			
			Technology - Upgrade electrical, retrofit, purchase of computers, and software.	\$54,250.00	
					<i>Private Organization</i> Jack Thomas, Inc. Realtors
					<i>Contribution Amount</i> \$5,425.00
		Potential QZAB Bond:		\$54,250.00	
		Contribution required at time of issuance :		\$5,425.00	
2781 Kinloch Park Elementary 4275 N.W. 1st Street Miami, FL 33126		84% free/reduced lunch Within East/West Corridor Attendance Boundary Empowerment Zone	Technology - Purchase of computers, printers, and software.	\$23,000.00	
					<i>Private Organization</i> West Coast Video
					<i>Contribution Amount</i> \$2,300.00
		Potential QZAB Bond:		\$23,000.00	
		Contribution required at time of issuance :		\$2,300.00	
6331 Kinloch Park Middle 4340 N.W. 3rd Street Miami, FL 33126		86% free/reduced lunch Within East/West Corridor Attendance Boundary Empowerment Zone	Vocational - Electrical and networking for graphics lab; renovate family and consumer sciences lab.	\$80,000.00	
					<i>Private Organization</i> Pan American Hospital
					<i>Contribution Amount</i> \$80,000.00
		Potential QZAB Bond:		\$80,000.00	
		Contribution required at time of issuance :		\$8,000.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
6351	<i>Lake Stevens Middle</i> 18484 N.W. 48th Place Carol City, FL 33055	79% free/reduced lunch	Vocational - Electrical and networking for graphics and business, aerospace, and graphics labs; renovations for shop. Technology -Television studio.	\$120,000.00 \$58,000.00 subtotal: \$178,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Harold Sports, Inc.	\$1,000.00
				The Graham Companies	\$33,700.00
				WalMart, Miami-Lakes	\$1,000.00
				WalMart, Sawgrass Mills	\$5,000.00
				Washington Mutual	\$12,600.00
				total as of 11/1/00:	\$53,300.00
			Potential QZAB Bond:	\$178,000.00	
			Contribution required at time of issuance :	\$17,800.00	
2861	<i>Lee, J.R.E.</i> 6521 S.W. 62nd Avenue Miami, FL 33143	100% free/reduced lunch	Technology - Purchase of computers and printers.	\$51,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				ERA South Dade Realty	\$2,250.00
				Kiwanis Club of South Miami	\$4,000.00
				Kmart	\$400.00
				total as of 11/1/00:	\$6,650.00
			Potential QZAB Bond:	\$51,000.00	
			Contribution required at time of issuance :	\$5,100.00	
3041	<i>Lorah Park Elementary</i> 5160 N.W. 31st Avenue Miami, FL 33142	96% free/reduced lunch North Central Enterprise Zone Within East/West Corridor Attendance Boundary Empowerment Zone	Technology - Purchase of hardware, software, and training.	\$37,500.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Lorah Park Elementary School PTA	\$3,750.00
			Potential QZAB Bond:	\$37,500.00	
			Contribution required at time of issuance :	\$3,750.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
6391	<i>Madison Middle</i> 3400 N.W. 87th Street Miami, FL 33147	97% free/reduced lunch Bordering N. Central Enterprise Zone	Vocational - Electrical and networking for graphics labs; convert wood shop to exploring technology.	\$180,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Billy F. Birnie, Ph.D	\$10,000.00
				Central Express/ Gear Up Express	\$1,500,000.00
				total as of 11/1/00:	\$1,510,000.00
		Potential QZAB Bond:		\$180,000.00	
		Contribution required at time of issuance :		\$18,000.00	
6411	<i>Mann, Horace Middle</i> 8950 N.W. 2nd Avenue Miami, FL 33150	88% free/reduced lunch	Vocational - Upgrade facility for graphics program.	\$150,000.00	
			Technology - Purchase of computers, software, infrastructure, and training.	\$180,000.00	
			subtotal:	\$330,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				BBC Computers	\$4,000.00
				CMYK Press	\$4,000.00
				Florida Nurserymen & Growers Association	\$10,000.00
				MacCenter	\$0.00
				Miami's River of Life, Inc.	\$15,000.00
				total as of 11/1/00:	\$33,000.00
		Potential QZAB Bond:		\$330,000.00	
		Contribution required at time of issuance :		\$33,000.00	
6421	<i>Marti, Jose Middle</i> 5701 West 24th Avenue Hialeah, FL 33016	80% free/reduced lunch	Technology - Purchase of computers, software, training, and retrofit.	\$223,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				City of Hialeah	\$30,000.00
				Turner & Associates	\$25,000.00
				total as of 11/1/00:	\$55,000.00
		Potential QZAB Bond:		\$223,000.00	
		Contribution required at time of issuance :		\$22,300.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
6431	<i>Mays Middle</i> 11700 S.W. 216th Street Goulds, FL 33170	79% free/reduced lunch			
			Technology - Purchase of computers, software, and training.	\$23,684.00	
			Vocational - Electrical and networking for business labs.	\$20,000.00	
			subtotal:	\$43,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Greater Miami Tennis Federation	\$2,500.00
				Tony Roma's	\$3,000.00
				total as of 11/1/00:	\$5,500.00
		Potential QZAB Bond:		\$43,684.00	
		Contribution required at time of issuance :		\$4,368.40	
7231	<i>Miami Carol City Senior</i> 3422 N.W. 187th Street Opa-locka, FL 33056	56% free/reduced lunch			
			Vocational - Electrical and networking for business and graphics labs; air conditioning and upgrading of wood shop; upgrade printing, automotive and cosmetology labs; upgrade foods lab to include commercial kitchen.	\$500,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				B F Goodrich Aerospace	\$1,500.00
				City of Opa-Locka Police Department	\$15,000.00
				Collins Center	\$99,300.00
				Florida International University	\$5,695.00
				Florida Memorial College	\$20,000.00
				Miami Dolphins	\$4,059.00
				Miami-Dade Community College-Black Student Opportunity Program	\$43,000.00
				Miami-Dade Community College-Honors Program at North Campus (scholarships)	\$57,000.00
				Partners in Education	\$2,023.00
				Pro Player Stadium	\$4,652.00
				total as of 11/1/00:	\$252,229.00
		Potential QZAB Bond:		\$500,000.00	
		Contribution required at time of issuance :		\$50,000.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
7251 Miami Central Senior 1781 N. W. 95th Street Miami, FL 33147		66% free/reduced lunch	Vocational - Upgrade foods lab to include commercial kitchen; upgrade automotive labs to include air conditioning; upgrade printing and cosmetology labs.	\$430,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				A-1 Tune & Lube	\$10,000.00
				American Honda Fixed Operations Training	\$0.00
				AutoNation	\$0.00
				Snap-On Industrial	\$15,000.00
				Turtle Wood Design	\$20,000.00
				total as of 11/1/00:	\$45,000.00
		Potential QZAB Bond:		\$430,000.00	
		Contribution required at time of issuance :		\$43,000.00	
7271 Miami Coral Park Senior 8865 S.W. 16th Street Miami, FL 33165		51% free/reduced lunch	Capital - Engineering Tech lab.	\$415,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Environmental Aeroscience Corporation	\$150,000.00
				Florida Department of Transportation	\$5,150.00
				Montenay Power Corp.	\$18,000.00
				PBSJ	\$6,575.00
				URS	\$6,676.50
				total as of 11/1/00:	\$186,401.50
		Potential QZAB Bond:		\$415,000.00	
		Contribution required at time of issuance :		\$41,500.00	
7301 Miami Edison Senior 6161 N.W. 5th Court Miami, FL 33127		72% free/reduced lunch Bordering N. Central Enterprise Zone Within Liberty City Attendance Boundary Empowerment Zone	Vocational - Electrical for graphics lab; upgrade foods lab to include commercial kitchen; renovate rooms for health science labs.	\$200,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Compunet, Inc.	\$30,000.00
		Potential QZAB Bond:		\$200,000.00	
		Contribution required at time of issuance :		\$20,000.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
3261	<i>Miami Heights Elementary</i> 17661 S.W. 117th Avenue Miami, FL 33177	68% free/reduced lunch Cutler Ridge/Perine Enterprise Zone	Technology - Purchase of hardware, software, training, and cables.	\$23,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				BJ's Wholesale Club	\$2,500.00
		Potential QZAB Bond:		\$23,684.00	
		Contribution required at time of issuance :		\$2,368.40	
6501	<i>Miami Lakes Middle</i> 6425 Miami Lakeway North Miami Lakes, FL 33014	58% free/reduced lunch Bordering N. Central Enterprise Zone	Vocational - Electrical and networking for business and technology education labs. Technology - Purchase of computer hardware, software, training, and electrical upgrade.	\$75,000.00 \$209,000.00 subtotal: \$284,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				American Express	\$15,000.00
				Cynthia Johnson-Stacks, Assistant County Attorney	\$1,000.00
				Florida Department of Children & Families	\$8,000.00
				Florida Marlins Baseball Club	\$12,000.00
				Gail Ash Dotson, Assistant County Attorney	\$1,000.00
				Miami Lakes Middle PTSA	\$10,500.00
				University of Miami	\$1,000.00
				total as of 11/1/00:	\$48,500.00
		Potential QZAB Bond:		\$284,000.00	
		Contribution required at time of issuance :		\$28,400.00	
7254	<i>Miami MacArthur North</i> 13835 N.W. 97th Avenue Hialeah, FL 33016	100% free/reduced lunch	Technology - Purchase of computers and software.	\$76,500.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				RJS Enterprises	\$7,650.00
		Potential QZAB Bond:		\$76,500.00	
		Contribution required at time of issuance :		\$7,650.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
7631	<i>Miami Macarthur South</i> 11035 S.W. 84th Street Miami, FL 33173	89% free/reduced lunch	Technology - Purchase of hardware, software, training, and data wiring. Vocational - Upgrade automotive, electrical, and culinary arts labs; electrical for business lab.	\$103,500.00 \$420,000.00 subtotal: \$523,500.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Bal-Mar Trophies	\$5,000.00
				Baptist Hospital of Miami	\$15,000.00
				Best Buy	\$1,000.00
				Carlson Restaurants Worldwide	\$5,000.00
				Cisco's Café	\$1,000.00
				Florida Coca-Cola Bottling Company	\$15,000.00
				Kiwanis Club of Miami Latin, Inc.	\$7,500.00
				La Carreta Restaurants	\$1,000.00
				Publix Supermarkets	\$2,500.00
				Publix Supermarkets (Town & Country Store)	\$1,500.00
				Red Lobster	\$2,000.00
				Rose's Beauty Salon & Boutique	\$1,000.00
				Shorty's Bar-B-Q	\$2,500.00
				Technical-Foul, Inc.	\$12,000.00
				Tony Roma's	\$1,000.00
				total as of 11/1/00:	\$73,000.00
		Potential QZAB Bond:		\$523,500.00	
		Contribution required at time of issuance :		\$52,350.00	
7461	<i>Miami Senior</i> 2450 S.W. 1st Street Miami, FL 33135	68% free/reduced lunch	Within East/West Corridor Attendance Boundary Empowerment Zone Vocational - Upgrade automotive labs; include air conditioning; electrical and networking for business, graphics, and drafting labs.	\$320,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Ad Care	\$12,000.00
				BPA Accounting Services, Inc.	\$17,000.00
				Coral West Pharmacy, Inc.	\$15,000.00
				Miami-Dade Community College - Interamerican Campus	\$32,000.00
				Slosbergas & Fernandez, L.L.P.	\$13,000.00
				total as of 11/1/00:	\$89,000.00
		Potential QZAB Bond:		\$320,000.00	
		Contribution required at time of issuance :		\$32,000.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
7731	<i>Miami Southridge Senior</i> 19355 S.W. 114th Avenue Miami, FL 33157	50% free/reduced lunch Cutler Ridge/Perrine Enterprise Zone	Vocational - Electrical and networking for business and drafting labs; renovate health & science labs.	\$100,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Assurant Group	\$30,000.00
		Potential QZAB Bond:		\$100,000.00	
		Contribution required at time of issuance :		\$10,000.00	
3431	<i>Miller, Phyllis R. Elementary</i> 840 N.E. 87th Street Miami, FL 33138	77% free/reduced lunch	Technology - Purchase of computers and training.	\$47,725.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Interworld Commercial Enterprises, Inc. Oggi Café	\$15,000.00 \$5,000.00
				total as of 11/1/00:	\$20,000.00
		Potential QZAB Bond:		\$47,725.00	
		Contribution required at time of issuance :		\$4,772.50	
3581	<i>Myrtle Grove Elementary</i> 3125 N.W. 176th Street Opa-locka, FL 33055	97% free/reduced lunch	Technology -Purchase of hardware, software, and training.	\$60,030.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> B.C. Pediatrics, Inc.	\$15,000.00
		Potential QZAB Bond:		\$60,030.00	
		Contribution required at time of issuance :		\$6,003.00	
3661	<i>Natural Bridge Elementary</i> 1650 N.E. 141st Street North Miami, FL 33181	89% free/reduced lunch	Technology - Purchase of computers, wiring, software, and training.	\$151,900.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Law Offices Kenny Nachwalte Seymour Arnold Critchlow & Spector Variations, Inc.	\$8,300.00 \$7,000.00
				total as of 11/1/00:	\$15,300.00
		Potential QZAB Bond:		\$151,900.00	
		Contribution required at time of issuance :		\$15,190.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
6631	<i>North Miami Middle</i> 13105 N.E. 7th Avenue North Miami, FL 33161	86% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$30,000.00	
					<i>Private Organization</i>
					City of North Miami
					Hanson's Seafood, Inc.
					total as of 11/1/00:
					<i>Contribution Amount</i>
					\$37,500.00
					\$3,000.00
					\$40,500.00
					Potential QZAB Bond:
					\$30,000.00
					Contribution required at time of issuance :
					\$3,000.00
4001	<i>Norwood Elementary</i> 19810 N.W. 14th Court Miami, FL 33169	79% free/reduced lunch	Technology - Infrastructure, hardware, and software.	\$60,500.00	
					<i>Private Organization</i>
					Educational Development Associates
					<i>Contribution Amount</i>
					\$7,900.00
					Potential QZAB Bond:
					\$60,500.00
					Contribution required at time of issuance :
					\$6,050.00
4021	<i>Oak Grove Elementary</i> 15640 N.E. 8th Avenue North Miami Beach, FL 3	94% free/reduced lunch	Capital - Upgrade existing computer lab and convert existing room to intermediate science lab.	\$250,000.00	
					<i>Private Organization</i>
					ABC Distributing, Inc.
					Dade/Broward Realty Inc.
					Educational Development Associates, Inc.
					Encore Services Home Improvement, Inc.
					Paper Knight, Inc.
					total as of 11/1/00:
					<i>Contribution Amount</i>
					\$75,000.00
					\$10,000.00
					\$20,000.00
					\$10,000.00
					\$30,000.00
					\$145,000.00
					Potential QZAB Bond:
					\$250,000.00
					Contribution required at time of issuance :
					\$25,000.00

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
4091	<i>Olympia Heights Elementary</i> 9797 S.W. 40th Street Miami, FL 33165	69% free/reduced lunch	Technology - Purchase of computers, software, training, and retrofit/electrical upgrade.	\$37,000.00	
					<i>Private Organization</i> Miami Racquet and Fitness Club Contribution Amount \$3,700.00
			Potential QZAB Bond:	\$37,000.00	
			Contribution required at time of issuance :	\$3,700.00	
4281	<i>Palm Springs North Elementary</i> 17615 N.W. 82nd Avenue Miami, FL 33015	41% free/reduced lunch	Technology - Upgrade wiring backbone, retrofit, wireless system for 18 portables classrooms, computers, and software.	\$112,000.00	
					<i>Private Organization</i> United Excellence Contribution Amount \$12,000.00
			Potential QZAB Bond:	\$112,000.00	
			Contribution required at time of issuance :	\$11,200.00	
4301	<i>Parkview Elementary</i> 17631 N.W. 20th Avenue Opa-locka, FL 33056	92% free/reduced lunch	Technology - Purchase of hardware and software.	\$81,900.00	
					<i>Private Organization</i> Winn Dixie Stores Contribution Amount \$12,000.00
			Potential QZAB Bond:	\$81,900.00	
			Contribution required at time of issuance :	\$8,190.00	
4341	<i>Parkway Elementary</i> 1320 N.W. 188th Street Miami, FL 33169	86% free/reduced lunch	Technology - Purchase of hardware and software.	\$81,900.00	
					<i>Private Organization</i> World Web USA Contribution Amount \$10,000.00
			Potential QZAB Bond:	\$81,900.00	
			Contribution required at time of issuance :	\$8,190.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
0831	<i>Pepper Elementary</i> 14550 S.W. 96th Street Miami, FL 33186	35% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$23,684.00	
					<i>Private Organization</i> United Marketing Associates
					<i>Contribution Amount</i> \$2,400.00
			Potential QZAB Bond:	\$23,684.00	
			Contribution required at time of issuance :	\$2,368.40	
4391	<i>Peskoe, Irving & Beatrice Elementary</i> 29035 S.W. 144th Avenue Homestead, FL 33033	85% free/reduced lunch	Technology - Purchase of computers, network equipment, and software.	\$23,684.00	
					<i>Private Organization</i> United Marketing Associates
					<i>Contribution Amount</i> \$2,400.00
			Potential QZAB Bond:	\$23,684.00	
			Contribution required at time of issuance :	\$2,368.40	
4441	<i>Pine Lake Elementary</i> 16700 S.W. 109th Avenue Miami, FL 33157	87% free/reduced lunch Bordering Cutler Ridge/Pemine Enterprise Zone	Technology - Purchase of computers, software, and training.	\$23,684.00	
					<i>Private Organization</i> Denny's Restaurant
					<i>Contribution Amount</i> \$2,400.00
			Potential QZAB Bond:	\$23,684.00	
			Contribution required at time of issuance :	\$2,368.40	
4461	<i>Pine Villa Elementary</i> 21799 S.W. 117th Court Goulds, FL 33170	94% free/reduced lunch	Technology - Purchase of computers, and wireless system.	\$49,130.00	
					<i>Private Organization</i> Burger King
					<i>Contribution Amount</i> \$5,000.00
			Potential QZAB Bond:	\$49,130.00	
			Contribution required at time of issuance :	\$4,913.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
4581	<i>Redland Elementary</i> 24501 S.W. 162nd Avenue Homestead, FL 33031	50% free/reduced lunch	Technology - Purchase of hardware, software, and training.	\$23,684.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Law Offices of Hayt, Hayt & Landau	\$2,500.00
		Potential QZAB Bond:		\$23,684.00	
		Contribution required at time of issuance :		\$2,368.40	
6761	<i>Redland Middle</i> 15655 S.W. 248th Street Homestead, FL 33031	68% free/reduced lunch	Capital - Upgrade of the Agriscience Lab, and Business & Graphics Labs	\$236,250.00	
			Technology - Purchase of computers, additional data ports, software, and training.	\$50,000.00	
			subtotal:	\$286,250.00	
				<i>Private Organization</i> American Industrial Service, Inc.	\$5,000.00
				Costa Color	\$1,800.00
				Musical Delights	\$4,000.00
				The Fair	\$56,000.00
				United States Department of the Interior	\$3,000.00
				total as of 11/1/00:	\$69,800.00
		Potential QZAB Bond:		\$286,250.00	
		Contribution required at time of issuance :		\$28,625.00	
6781	<i>Richmond Heights Middle</i> 15015 S.W. 103 Avenue Miami, FL 33176	68% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$50,000.00	
			Vocational - Upgrade family and consumer sciences lab.	\$45,000.00	
			subtotal:	\$95,000.00	
				<i>Private Organization</i> Dumond Conservancy	\$15,000.00
				Retirees of Richmond Heights, Inc.	\$8,000.00
				Richmond Heights Middle PTSA	\$7,000.00
				Zoological Society of Florida	\$15,000.00
				total as of 11/1/00:	\$45,000.00
		Potential QZAB Bond:		\$95,000.00	
		Contribution required at time of issuance :		\$9,500.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
6801	<i>Riviera Middle</i> 10301 S.W. 48th Street Miami, FL 33165	56% free/reduced lunch	Technology - Purchase of computers, retrofit, software, and training.	\$55,370.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> South Miami Hospital	\$5,537.00
		Potential QZAB Bond:		\$55,370.00	
		Contribution required at time of issuance :		\$5,537.00	
4721	<i>Rockway Elementary</i> 2790 S.W. 93rd Court Miami, FL 33165	50% free/reduced lunch	Technology - Purchase of computers and software.	\$22,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Metropolitan Dade County, Florida Police Department Rockway Elementary PTA total as of 11/1/00:	\$2,250.00 \$2,250.00 \$4,500.00
		Potential QZAB Bond:		\$22,000.00	
		Contribution required at time of issuance :		\$2,200.00	
6821	<i>Rockway Middle</i> 9393 S.W. 29th Terrace Miami, FL 33165	62% free/reduced lunch	Technology - Purchase of computers/equipment, software, and training.	\$136,500.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Junior Achievement of Greater Miami Rockway Middle School PTSA TriMed, Inc. total as of 11/1/00:	\$30,000.00 \$6,000.00 \$3,000.00 \$39,000.00
		Potential QZAB Bond:		\$136,500.00	
		Contribution required at time of issuance :		\$13,650.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
4761	Royal Palm Elementary 4200 S.W. 112th Court Miami, FL 33165	58% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$80,000.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					Home Depot \$1,000.00
					McDonald's \$3,000.00
					Royal Palm Elementary PTA \$3,000.00
					Winn Dixie \$1,000.00
					total as of 11/1/00: \$8,000.00
		Potential QZAB Bond:		\$80,000.00	
		Contribution required at time of issuance :		\$8,000.00	
2941	Saunders, Laura Elementary 505 S.W. 8th Street Homestead, FL 33030	100% free/reduced lunch Bordering Homestead/Florida City Enterprise Zone Homestead/Florida City Empowerment Zone	Technology - Purchase of computers.	\$23,000.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					United States Department of the Interior \$2,050.00
					Wal-Mart \$2,300.00
					total as of 11/1/00: \$4,350.00
		Potential QZAB Bond:		\$23,000.00	
		Contribution required at time of issuance :		\$2,300.00	
5001	Shenandoah Elementary 1023 S.W. 21st Avenue Miami, FL 33135	92% free/reduced lunch Within East/West Corridor Attendance Boundary Empowerment Zone	Technology - Infrastructure(data and electrical), purchase of computers, software, and training.	\$70,000.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					Washington Mutual \$7,000.00
		Potential QZAB Bond:		\$70,000.00	
		Contribution required at time of issuance :		\$7,000.00	
6841	Shenandoah Middle 1950 S.W. 19 Street Miami, FL 33145	86% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$55,000.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					Junior Achievement \$5,500.00
		Potential QZAB Bond:		\$55,000.00	
		Contribution required at time of issuance :		\$5,500.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
5041	<i>Silver Bluff Elementary</i> 2609 S.W. 25th Avenue Miami, FL 33133	76% free/reduced lunch	Technology - Additional hardware/peripherals, software, and training.	\$33,000.00	
					<i>Private Organization</i>
					Borders
					McDonald's
					total as of 11/1/00:
		Potential QZAB Bond:		\$33,000.00	<i>Contribution Amount</i>
		Contribution required at time of issuance :		\$3,300.00	\$3,400.00
5121	<i>Snapper Creek Elementary</i> 10151 S.W. 64th Street Miami, FL 33173	47% free/reduced lunch	Technology - Purchase of computers, software, and training.	\$56,265.00	\$500.00
					<i>Private Organization</i>
					Snapper Creek Elementary PTSA
		Potential QZAB Bond:		\$56,265.00	<i>Contribution Amount</i>
		Contribution required at time of issuance :		\$5,626.50	\$6,000.00
6881	<i>South Miami Middle</i> 6750 S.W. 60th Street South Miami, FL 33143	52% free/reduced lunch	Vocational - Upgrade family and consumer sciences lab.	\$45,000.00	
					<i>Private Organization</i>
					Janet Lambert
					South Miami Middle PTSA
					total as of 11/1/00:
		Potential QZAB Bond:		\$45,000.00	<i>Contribution Amount</i>
		Contribution required at time of issuance :		\$4,500.00	\$24,300.00
					\$6,900.00
					\$31,200.00

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
7721	South Miami Senior 6856 S.W. 53rd Street Miami, FL 33155	48% free/reduced lunch	Vocational - Convert metal shop to engineering lab.	\$200,000.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					Bankruptcy Solution, Inc. \$12,500.00
					Bob's Vending, Inc. \$8,000.00
					Department of the Army - Miami East \$1,000.00
					Department of the Army - Recruiting Office \$19,680.00
					Florida International University \$15,000.00
					Herff Jones Company \$3,000.00
					IMAX \$10,000.00
					Learning for Life South Florida Council \$9,750.00
					Miami-Dade Community College \$6,000.00
					New Image \$10,000.00
					Technical Career Institute \$3,000.00
					total as of 11/1/00: \$97,930.00
			Potential QZAB Bond:	\$200,000.00	
			Contribution required at time of issuance :	\$20,000.00	
5381	Stirrup, E. W. F. Elementary 330 N.W. 97th Avenue Miami, FL 33172	71% free/reduced lunch	Technology - Purchase of computers, printers, and software.	\$93,000.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					E.W. F. Stirrup Elementary PTA \$9,300.00
			Potential QZAB Bond:	\$93,000.00	
			Contribution required at time of issuance :	\$9,300.00	
5421	Sunset Park Elementary 10235 S.W. 84th Street Miami, FL 33173	48% free/reduced lunch	Technology - Upgrade electrical, retrofit, purchase of computers, software, and training.	\$87,500.00	
					<i>Contribution Amount</i>
					<i>Private Organization</i>
					Pen & Ink Printing & Graphics, Inc. \$5,100.00
					Sunset Park Elementary PTA \$10,000.00
					total as of 11/1/00: \$15,100.00
			Potential QZAB Bond:	\$87,500.00	
			Contribution required at time of issuance :	\$8,750.00	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
5431	<i>Sweetwater Elementary</i> 10655 S.W. 4th Street Sweetwater, FL 33174	90% free/reduced lunch	Technology - Retrofit and purchase of computers, software, and training.	\$48,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Washington Mutual	\$5,700.00
		Potential QZAB Bond:		\$48,000.00	
		Contribution required at time of issuance :		\$4,800.00	
6901	<i>Thomas, W. R. Middle</i> 13001 S.W. 26th Street Miami, FL 33175	56% free/reduced lunch	Capital - Upgrade of Exploring Technology Labs and Agricultural/Environmental Resource Center..	\$238,333.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Intercredit Bank, N.A. McDonald's Southern Winds Hospital Union Planters Bank Washington Mutual	\$6,000.00 \$4,000.00 \$4,000.00 \$3,000.00 \$10,000.00
				total as of 11/1/00:	\$27,000.00
		Potential QZAB Bond:		\$238,333.00	
		Contribution required at time of issuance :		\$23,833.30	
5521	<i>Tropical Elementary</i> 4545 S.W. 104th Avenue Miami, FL 33165	54% free/reduced lunch	Technology - Retrofit, purchase of computers, software, and training.	\$115,896.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i> Baptist Hospital of Miami Kendal Medical Center McDonald's	\$5,000.00 \$5,000.00 \$5,000.00
				total as of 11/1/00:	\$15,000.00
		Potential QZAB Bond:		\$115,896.00	
		Contribution required at time of issuance :		\$11,589.60	

<i>Location</i>	<i>School</i>	<i>Eligibility Criteria</i>	<i>Proposed Projects</i>	<i>Project Cost Estimate</i>	<i>Private Contribution Amount</i>
7601 Turner, William H. Tech Ctr 10151 N.W. 19th Avenue Miami, FL 33147		64% free/reduced lunch	Vocational - Upgrade Agriscience Horticulture and Animal Science Labs, Health Lab, Business & Finance Labs, Residential Construction Labs, Industrial & Entertainment Tech Lab, Public Service Lab.	\$850,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				One Community One Goal	\$150,000.00
				PAVE	\$85,000.00
				total as of 11/1/00:	\$235,000.00
		Potential QZAB Bond:		\$850,000.00	
		Contribution required at time of issuance :		\$85,000.00	
6981 Westview Middle 1901 N.W. 127th Street Miami, FL 33167		98% free/reduced lunch	Technology - Purchase of computers and software.	\$30,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				International Computers and Consultants	\$3,000.00
		Potential QZAB Bond:		\$30,000.00	
		Contribution required at time of issuance :		\$3,000.00	
5961 Winston Park Elementary 13200 S.W. 79th Street Miami, FL 33183		42% free/reduced lunch	Technology - Purchase of computers and training.	\$37,000.00	
					<i>Contribution Amount</i>
				<i>Private Organization</i>	
				Papa John's Pizza	\$2,500.00
				Publix Supermarkets, Inc.	\$1,500.00
				total as of 11/1/00:	\$4,000.00
		Potential QZAB Bond:		\$37,000.00	
		Contribution required at time of issuance :		\$3,700.00	

EXHIBIT B

SERIES 2001-QZAB FACILITIES

LEASE PAYMENT DATE (<u> </u>)	<u>PRINCIPAL PORTION</u> ⁽¹⁾
2001	
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	
2010	
2011	
2012	
2013	
2014	
2015	

(1) Amounts which, when invested pursuant to the Trust Agreement, will yield \$ on [DATED DATE], 2015.

**SERIES 2001-QZAB
ASSIGNMENT AGREEMENT**

BETWEEN

MIAMI-DADE COUNTY SCHOOL BOARD FOUNDATION, INC.

AND

**THE BANK OF NEW YORK TRUST COMPANY OF FLORIDA, N.A.,
as agent for The Bank of New York
(successor by acquisition to NationsBank of Florida, N.A.)
As Trustee**

Dated as of [DATED DATE], 2001

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**SERIES 2001-QZAB
ASSIGNMENT AGREEMENT**

THIS AGREEMENT, made and entered into as of this ___ day of _____, 2001, by and between MIAMI-DADE COUNTY SCHOOL BOARD FOUNDATION, INC., a not-for-profit corporation organized under the laws of the State of Florida (the "Foundation"), and THE BANK OF NEW YORK TRUST COMPANY OF FLORIDA, N.A., Jacksonville, Florida, as agent for The Bank of New York (successor by acquisition to NationsBank of Florida, N.A.), as Trustee (the "Trustee");

WITNESSETH THAT, in the joint and mutual exercise of their powers, and in consideration of \$10.00 and other good and valuable consideration and the mutual covenants herein contained, the parties hereto recite and agree as follows:

Section 1. - Recitals.

1.01 The School Board of Miami-Dade County, Florida (the "School Board"), and the Foundation have entered into a Master Lease Purchase Agreement dated as of August 1, 1994 (as the same may be amended or supplemented from time to time, the "Master Lease"), and have executed Schedule 2001-QZAB thereto, dated as of [DATED DATE], 2001, which Master Lease together with such separate schedule constitutes a separate lease (the "Series 2001-QZAB Lease"), with respect to certain projects described on Exhibit A to Schedule 2001-QZAB (the "Series 2001-QZAB Facilities").

1.02 Pursuant to the Series 2001-QZAB Lease, the School Board and the Foundation have agreed that the Series 2001-QZAB Facilities shall be lease-purchased to the School Board. Schedule 2001-QZAB sets forth the Lease Payments to be paid by the School Board for the Series 2001-QZAB Facilities (the "Series 2001-QZAB Lease Payments"). The School Board has agreed to lease-purchase the Series 2001-QZAB Facilities from the Foundation.

1.03 The Foundation and the Trustee have entered into a Master Trust Agreement dated as of August 1, 1994, as supplemented by a Series 2001-QZAB Supplemental Trust Agreement dated as of [DATED DATE], 2001 (as the same may be further amended or supplemented from time to time, the "Trust Agreement"), which acknowledges and contemplates the execution of this Agreement in conjunction therewith. This Agreement is made for the purpose of enabling the Trustee to act as lessor under the Series 2001-QZAB Lease.

1.04 The Foundation desires to sell, assign and convey all its right, title and interest as lessor of the Series 2001-QZAB Facilities under the Series 2001-QZAB Lease (except for its right to indemnification under Section 5.7 of the Master Lease and its right to receive notices under the Master Lease), to the Trustee for the benefit of the holders of the Series 2001-QZAB Certificates to be issued under the Trust Agreement.

1.05 The Trustee is willing to accept this assignment on the terms and conditions hereinafter provided.

1.06 Each of the parties has authority to enter into this Agreement and has taken all actions necessary to authorize its execution by the officers signing it.

All terms capitalized but not defined herein shall have the meanings given to them in the Trust Agreement and the Series 2001-QZAB Lease.

Section 2. - Assignment.

2.01 The Foundation hereby absolutely and unconditionally sells, assigns and conveys to the Trustee, without recourse, for the benefit of all of the Series 2001-QZAB Certificate holders, all of its right, title and interest under the Series 2001-QZAB Lease (except for its right to indemnification under Section 5.7 of the Master Lease and its rights to receive notices under the Master Lease), including, without limitation, all Series 2001-QZAB Lease Payments and other amounts required to be paid by the School Board under the Series 2001-QZAB Lease. Accordingly, upon execution of this Agreement, the Foundation shall deliver to the Trustee executed counterparts of Schedule 2001-QZAB. Delivery to the Trustee of such document shall make the sale, assignment and conveyance of the Series 2001-QZAB Lease herein made, complete and effective for all purposes. Title to the Series 2001-QZAB Facilities shall remain vested in the School Board throughout their Lease Term.

2.02 With respect to the sale, assignment and conveyance of the rights and interests contemplated hereunder to the Trustee, the Foundation represents, warrants and covenants to and with the Trustee and the Series 2001-QZAB Certificate holders that, upon the date of execution of this Agreement and the effective date of the sale, assignment and conveyance of the Foundation's rights under the Series 2001-QZAB Lease, the facts stated below are and will be true and correct:

A. The Foundation is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with corporate powers and authority to own its property and carry on its business as now being conducted, and is qualified wherever necessary to perform its obligations under the Series 2001-QZAB Lease, the Trust Agreement and this Agreement.

B. The Foundation has full power, authority and legal right to enter into and perform its obligations under the Series 2001-QZAB Lease, the Trust Agreement and this Agreement; the execution, delivery and performance of the Series 2001-QZAB Lease, the Trust Agreement and this Agreement by the Foundation have been duly authorized by all necessary corporate actions on the part of the Foundation, and all required approvals and consents have heretofore been duly obtained; and the Series 2001-QZAB Lease, this Agreement and the Trust Agreement are in full force and effect.

C. The execution, delivery and performance of the Series 2001-QZAB Lease, the Trust Agreement and this Agreement do not contravene any provision of the Articles of Incorporation or Bylaws of the Foundation, and do not and will not conflict with, violate or result in any breach of or constitute a default under any agreement or instrument to which the Foundation is a party or by which it or any of its property is bound or any constitutional or statutory provision, or order, rule, regulation, decree or ordinance of any Federal or State court, government or governmental body having jurisdiction over the Foundation or any of its properties and by which the Foundation or any of its property is bound.

D. The Series 2001-QZAB Lease, this Agreement and the Trust Agreement are in full force and effect and the Foundation is not in default thereunder; the Series 2001-QZAB Lease, this Agreement and the Trust Agreement are legal, valid and binding obligations of the Foundation, enforceable against the Foundation in accordance with their respective terms, all such enforcement being subject to certain laws relating to bankruptcy, reorganization, moratorium and creditors' rights generally, and to principles of equity in the event that equitable remedies are sought.

E. Schedule 2001-QZAB delivered to the Trustee is a duly executed duplicate original and, together with all Exhibits thereto and the Master Lease, comprises the entire writing, obligation and agreement between the Foundation and School Board respecting the Series 2001-QZAB Facilities.

F. The Foundation has complied and will at all times hereafter comply with and duly perform its obligations under the Series 2001-QZAB Lease, the Trust Agreement and this Agreement.

G. There is no pending or, to the knowledge of the Foundation, threatened action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency in any way affecting the ability of the Foundation to perform its obligations under the Series 2001-QZAB Lease, the Trust Agreement or this Agreement.

H. The Series 2001-QZAB Lease being herein assigned is free and clear of all claims, liens, security interests and encumbrances arising through any act or omission of the Foundation or any person claiming by, through or under it, except the rights of the School Board under the Series 2001-QZAB Lease.

2.03 Except as otherwise set forth in Section 2.01, from and after the date of delivery to the Trustee of this Agreement, the Foundation shall have no further rights or interest under the Series 2001-QZAB Lease or in any Series 2001-QZAB Lease Payments or other moneys due with respect thereto or to become due under the Series 2001-QZAB Lease.

2.04 The Foundation agrees to execute and deliver to the Trustee upon request by the Trustee, any documents deemed necessary by the Trustee to further evidence or perfect the assignment and conveyance herein made with respect to the Series 2001-QZAB Lease.

2.05 The Foundation hereby irrevocably constitutes and appoints the Trustee, its successors and assigns, as its lawful attorney, with full power of substitution and resubstitution, to collect and to sue on behalf of the Foundation in the name of the Foundation or otherwise in any court for any Series 2001-QZAB Lease Payments or other amounts due under the Series 2001-QZAB Lease, or any part thereof, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Series 2001-QZAB Lease upon any terms, all without the assent of the Foundation; and, further, to take possession of and to endorse in the name of the Foundation any instrument for the payment of moneys received on account of the Series 2001-QZAB Lease Payments or other amounts due under the Series 2001-QZAB Lease.

2.06 The Foundation agrees that it will authorize and direct the School Board to pay to the Trustee, its successors and assigns, all Series 2001-QZAB Lease Payments and all other amounts coming due under the Series 2001-QZAB Lease.

2.07 Upon request of the Trustee, the Foundation agrees to cooperate in the Trustee's efforts to collect and cause to be remitted to the Trustee any Series 2001-QZAB Lease Payment or other amount.

2.08 In the event the Foundation receives notice from the School Board that the Series 2001-QZAB Lease will not be renewed as a result of any event of non-appropriation under the Leases, the Foundation shall notify the Trustee of this fact in writing no later than five Business Days after such receipt provided, however, that failure to provide such notice shall not create any liability on the part of the Foundation.

Section 3. Administrative Provisions.

3.01 This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

3.02 Any provision of this Agreement found to be prohibited by applicable laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

3.03 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.04 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 4. Non-Recourse.

4.01 The Assignment contained in this Agreement is agreed to be non-recourse with respect to the Foundation and the Foundation shall have no liability to the Trustee, or any Certificate holders hereunder with respect to the occurrence of any event of default by the School Board under the Series 2001-QZAB Lease whether such default consists of failure to pay moneys, breach of covenant or otherwise; provided, however, that nothing contained in this Section 4 shall excuse the Foundation from performance of its obligations under Section 2.04 through 2.08 hereof.

All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the assignment effected by Section 2 hereof or for any claim based thereon under this Agreement against any member, officer, employee or agent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement on the date set forth below their respective signatures and as of the day and year first written above.

[SEAL]

ATTEST:

MIAMI-DADE COUNTY SCHOOL BOARD FOUNDATION, INC.

Roger C. Cuevas
Secretary

By: _____
Dr. Richard H. Hinds
Vice President

Date: [DATED DATE], 2001

Date: [DATED DATE], 2001

THE BANK OF NEW YORK TRUST COMPANY OF FLORIDA, N.A., as agent for The Bank of New York, as Trustee

[SEAL]

By: _____
Name:
Title:

Date: [DATED DATE], 2001

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Dr. Richard H. Hinds and Roger C. Cuevas, personally known to me to be the same persons whose names are, respectively, as Vice President and Secretary, respectively of MIAMI-DADE COUNTY SCHOOL BOARD FOUNDATION, INC., a Florida not-for-profit corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2001.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print,
Stamp or Type as Commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- DID take an oath, or DID NOT take an oath.

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

I, _____, a Notary Public in and for the said County in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is, as _____ of THE BANK OF NEW YORK TRUST COMPANY OF FLORIDA, N.A., as agent for The Bank of New York, as Trustee subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of said association, and delivered the said instrument as the free and voluntary act of said association and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2001.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or Type as Commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification produced)

- DID take an oath, or DID NOT take an oath.

EXHIBIT 2

Cost of Issuance

Legal Counsel	\$ 35,000
Expenses not to exceed	5,000
Financial Advisor	20,000
Expenses not to exceed	4,000
The Bank of New York, Jacksonville, Trustee Acceptance, Annual Administrative and Legal Fees Not to exceed	25,000
Printing as needed Not to exceed	<u>2,500</u>
	<u>\$ 91,500</u>

Bid Form

Date: April 19, 2001
To: Prospective Investment Agreement Counterparties ("Providers")
From: Annette Delara, (212) 580-8768
Re: \$15,000,000
 The School Board of Miami-Dade County (the "Board")
 Certificates of Participation, Series 2001-QZAB (the "Bonds")

Bid Date: Tuesday, April 24, 2001
Bid Time: 12:00 Noon EDT
Bid Award: 2:00 p.m. EDT
Settlement: On or about May 15, 2001
Bid Submission: Please submit your bid to Annette Delara via facsimile at (212) 580-3079 in the form attached as Appendix A.

This bid is for investment of a Lease Payment Account for the above-referenced bonds. The Board will make annual payments into the Lease Payment Account on July 1 of each year starting July 1, 2002 and ending July 1, 2014. The Investment Agreement will terminate on or about May 15, 2015. There will be no withdrawals from the Lease Payment Account prior to that date. The Bonds are Certificates of Participation, Series 2001-QZAB and do not bear interest. The Bonds are expected to be issued by the Board on or about May 15, 2001. The Bonds will be privately placed.

Type of Investment: A fixed rate PSA Master Repurchase Agreement - September 1996 Version, together with the Annex or a substantially similar form acceptable to the Bond Counsel, Bank and the Board (the "Investment Agreement").

Eligible Bidders: Those financial institutions, or those financial institutions that are guaranteed by a financial institution, that have an unsecured rating in the highest rating category (AAA/Aaa) by S&P and Moody's and the buyer of the Certificates of Participation, Series 2001-QZAB.

Award Selection: Upon meeting the requirements specified herein, the selection of the Provider will be made on the basis of highest yield.

Annual Deposits: The Board will make equal annual deposits into the Lease Payment Account on July 1 of each year beginning July 1, 2002 and ending on July 1, 2014. The Investment Agreement will mature on or about May 15, 2015. The amount of the annual deposit will be determined based on the rate on the Investment Agreement such that upon maturity on May 15, 2015 the amount in the Lease Payment Account will equal \$15,000,000.

PERMITTED INVESTMENTS AND INVESTMENT PROVIDERS

The Investment Agreement must meet the requirements set forth in the definition of "Investment Securities". The Investment Agreement must be in a form acceptable to the Bond Counsel, Bank and the Board.

TERMS OF INVESTMENT AGREEMENT

Parties to Investment Agreement: **The Bank of New York**, as the trustee (the "Trustee") and the Provider. The Investment Agreement should have an acknowledgement signature block for the Board.

Investment Securities: "Investment Securities" shall mean any of the following securities, if and to the extent the same are at the time legal under State law for investment of the School Board's funds:

(a) Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) or obligations the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America.

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the federal agencies provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself).

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following (non-full faith and credit) U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(I) Federal Home Loan Bank System: Senior debt obligations.

(ii) Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac"): Participation Certificates; Senior Debt obligations.

(iii) Federal National Mortgage Association ("FNMA" or "Fannie Mae"): Mortgage-backed securities and senior debt obligations (excluded are stripped mortgage securities which are valued greater than par on the portion of unpaid principal).

(iv) Student Loan Marketing Association ("SLMA" or "Sallie Mae"): Senior debt obligations.

(v) Resolution Funding Corp. (REFCORP): Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

(vi) Farm Credit System: Consolidated systemwide bonds and notes.

(d) Money Market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's Ratings Group ("S&P") of AAAM-G; AAAM or AAM.

Interest: Interest will be calculated on a 30/360 day basis and paid on July 1 and January 1 of each year commencing on July 1, 2003 and upon termination. Interest Payments will be automatically reinvested in the Investment Agreement and shall compound.

Withdrawals: None prior to maturity.

- Additional Deposits:** The Board will make annual deposits to the Investment Agreement on July 1 commencing July 1, 2002.
- Provider Downgrade:** Should the Provider's, or the Provider's Guarantor's, unsecured long-term rating fall below AA- by S&P or below Aa3 by Moody's, the Board, at its option, may require the Provider to (i) collateralize the Investment Agreement; (ii) terminate the Investment Agreement at par with no penalty or premium to the Trustee or the Board; or (iii) remedy the downgrade in a manner acceptable to the Board.
- Collateral Requirements:** None, unless the Provider is downgraded below Aa3 by Moody's or AA- by S&P.
- If collateralization is required, a third party custodian or the Trustee will act as collateral agent (the "Collateral Agent"). Collateral must be maintained at a market value of at least 103% of Direct U.S. Treasury obligations and guaranteed U.S. Agencies of the current invested balance. Collateral will be market-to-market no less frequently than weekly with deficiencies required to be cured within one (1) Business Day. Collateral must be free and clear of any third party liens or claims and the Trustee must have a perfected first security interest in the collateral. Full rights of substitution of permissible collateral shall be granted to the Provider. All fees and expenses related to the Collateral Agent will be the responsibility of the Provider.
- Governing Law & Venue:** The Investment Agreement shall be governed by and construed in accordance with the laws of the State of New York, except with respect to the authority of the Board to enter into the Investment Agreement and questions regarding Investment Securities, which authority shall be governed by and construed in accordance with the laws of the State of Florida.
- No-Setoff:** The Investment Agreement must state that it is unconditional and must expressly disclaim any right of set-off.
- Monthly Statements:** The Provider must provide monthly statements to the Trustee, Board and Bank no later than the 15th day of August and February. Statements will reflect current balances, accrued interest and fund activity during the preceding months.
- Documentation:** All bidders must be prepared to execute a final Investment Agreement that conforms to the requirements of this Request for Bids and is in a form acceptable to the Board, Trustee, and Bank. The winning bidder will be required to circulate a draft of the Investment Agreement to all persons on the distribution list no later than close of business April 30, 2001.
- Equal Opportunity:** All Bidders will have an equal opportunity to bid. No Bidder will have the opportunity to review other bids before providing a bid.
- Default and Termination:** The Investment Agreement shall be subject to termination in certain circumstances upon default by the Provider, including (i) failure of the Provider to make a payment when due (including failure to deliver collateral), (ii) failure of the Provider to observe any covenant under the Investment Agreement, (iii) false or misleading representations of warranties furnished to the Board or the Trustee in connection with the Investment Agreement (or guaranty, if applicable), (iv) admission by the Provider (or guarantor, if applicable) to its inability to pay its debts or a petition of bankruptcy is filed, and (v) if applicable, the guarantee is terminated, challenged or repudiated. The Investment Agreement shall terminate upon a full withdrawal for the purpose of a full or partial redemption or refunding or in order to maintain the tax-exemption of the Bonds or for any other circumstances stated in the Trust Indenture. In the event of non-performance, the Provider shall be liable to pay the Trustee on behalf of the Board, in cash, an amount equal to the interest which would have been earned by the Trustee had the Provider performed under the Investment Agreement, plus amounts, if any, necessary to render the Board whole for any net income foregone.

- Legal Opinions:** The Provider must provide an opinion of counsel addressed to the Board, Bank and Trustee stating that the Investment Agreement constitutes a legal, valid and binding obligation of the Provider, enforceable and payable according to its terms. Foreign banks must provide a domestic and home office opinion of counsel. All legal expenses incurred by the Provider associated with the preparation of the Investment Agreement and the legal opinions will be paid by the Provider.
- Perfected Security Interest:** The Investment Agreement shall state *and an opinion of counsel shall be rendered at the time* such collateral is delivered that the Trustee has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Collateral Agent is in possession). All legal expenses incurred by the Provider in association with the preparation of this legal opinion shall be paid by the Provider.
- Right to Reject:** The Board retains the right to reject any and all bids and to accept a non-conforming bid.
- Disclaimer:** The Board, Bond Counsel, Bank, Trustee, and any other member of the working group will not have any liability for damages or harm suffered by the Provider if the Investment Agreement does not settle, or does not occur as scheduled.
- Attachments:** Appendix A: Bid Form

APPENDIX A

INVESTMENT AGREEMENT

BID FORM

Ms. Annette Delara
Delara Associates
262 Central Park West
New York, NY 10024
Tel: (212) 580-8768
Fax: (212) 580-3079

RE: The School Board of Miami-Dade County
\$15,000,000 Certificates of Participation, Series 2001-QZAB (the "Bonds")

We have read the Request for Bid for an Investment Agreement dated April 19, 2001 and are submitting this bid to provide the Investment Agreement, subject to all the terms and conditions stated in the Request for Bid, for the investment of the Lease Payment Account on the above referenced issue, as follows:

Fund Name

Interest Rate

Lease Payment Account:

Conditions to the bid: _____

Firm: _____

By: _____

Authorized Representative

Date: _____