



COUNTERPART NO. 1 OF 2. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
SCHEDULE (AD VALOREM FUNDED PAYMENTS)

Hewlett-Packard Financial Services Company¹ ("Lessor") and The School Board of Sarasota County, Florida, a governmental authority created by Article IX, Section 4 of the Constitution of the State of Florida ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. <u>Description of Items of Leased Equipment</u>	<u>Total Cost</u>
HP Notebooks, Desktops and Monitors (See attached Exhibit A)	\$5,163,158.16
B. Initial Term: 12 Months	
C. Fixed Renewal Terms 4 of 12 Months each	

2. RENT. See Attachment A.

ANNUAL RATE OF INTEREST 3.183%

3. LATEST COMMENCEMENT DATE: May 31, 2012. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: Vitil Solutions, Inc.

5. SELLER: Hewlett-Packard and Vitil Solutions

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending 6/30/12 are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

8. ADDITIONAL PROVISIONS:

(a) For this Schedule only, Section 2(b) of the Master Agreement is hereby amended in its entirety to read as follows:

"(b) Acceptance; Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease. Each Lease shall have an initial term (the "Initial Term") and, if indicated on the Schedule, a fixed number of renewal terms (each a "Renewal Term") each for the number of months set forth in the Schedule, but in no event shall any one Initial Term or one Renewal Term be for a period of greater than 12 months in the event that Rents under the Lease are to be funded through, in whole or in part, ad valorem tax revenues collected by Lessee. Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee terminates such Lease pursuant to Section 7.

9. FISCAL PERIOD: June 30, 20¹²

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE. UNTIL AND UNLESS LESSEE EXECUTES THIS SCHEDULE IN COMPLIANCE WITH THE TERMS HEREOF, LESSOR'S SIGNATURE HEREOF SHALL OPERATE ONLY AS AN OFFER TO LESSEE TO MAKE AN OFFER TO LEASE PURSUANT TO THE TERMS HEREOF. UPON EXECUTION BY LESSEE, AND PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS HEREOF, THIS SCHEDULE SHALL BE BINDING ON BOTH PARTIES HERETO

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.
Page 1 of 5

LESSEE:
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Caroline Zucker, Board Chair

Name and Title
Dated March 6, 2012

Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

Name and Title

Date

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.
Page 2 of 5

ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

The first payment of Rent will be due 30 days after the Acceptance Date and all payments will be due monthly thereafter.
 There is a 2% premium on the Balance (Concluding Payments) only if there is an early Buyout

Rent No.	Rent	Interest	Principal Portion	Concluding Balance	Prepayment Premium
				5,163,158.16	103263.163
1	\$93,195.00	\$13,694.03	\$79,500.97	\$5,083,657.19	\$101,673.14
2	\$93,195.00	\$13,483.17	\$79,711.83	\$5,003,945.36	\$100,078.91
3	\$93,195.00	\$13,271.75	\$79,923.25	\$4,924,022.11	\$98,480.44
4	\$93,195.00	\$13,059.78	\$80,135.22	\$4,843,886.89	\$96,877.74
5	\$93,195.00	\$12,847.24	\$80,347.76	\$4,763,539.13	\$95,270.78
6	\$93,195.00	\$12,634.13	\$80,560.87	\$4,682,978.26	\$93,659.57
7	\$93,195.00	\$12,420.47	\$80,774.53	\$4,602,203.73	\$92,044.07
8	\$93,195.00	\$12,206.23	\$80,988.77	\$4,521,214.96	\$90,424.30
9	\$93,195.00	\$11,991.43	\$81,203.57	\$4,440,011.39	\$88,800.23
10	\$93,195.00	\$11,776.06	\$81,418.94	\$4,358,592.45	\$87,171.85
11	\$93,195.00	\$11,560.11	\$81,634.89	\$4,276,957.56	\$85,539.15
12	\$93,195.00	\$11,343.59	\$81,851.41	\$4,195,106.15	\$83,902.12
13	\$93,195.00	\$11,126.50	\$82,068.50	\$4,113,037.65	\$82,260.75
14	\$93,195.00	\$10,908.84	\$82,286.16	\$4,030,751.49	\$80,615.03
15	\$93,195.00	\$10,690.59	\$82,504.41	\$3,948,247.08	\$78,964.94
16	\$93,195.00	\$10,471.77	\$82,723.23	\$3,865,523.85	\$77,310.48
17	\$93,195.00	\$10,252.37	\$82,942.63	\$3,782,581.22	\$75,651.62
18	\$93,195.00	\$10,032.38	\$83,162.62	\$3,699,418.60	\$73,988.37
19	\$93,195.00	\$9,811.81	\$83,383.19	\$3,616,035.41	\$72,320.71
20	\$93,195.00	\$9,590.66	\$83,604.34	\$3,532,431.07	\$70,648.62
21	\$93,195.00	\$9,368.92	\$83,826.08	\$3,448,604.99	\$68,972.10
22	\$93,195.00	\$9,146.59	\$84,048.41	\$3,364,556.58	\$67,291.13
23	\$93,195.00	\$8,923.67	\$84,271.33	\$3,280,285.25	\$65,605.71
24	\$93,195.00	\$8,700.16	\$84,494.84	\$3,195,790.41	\$63,915.81
25	\$93,195.00	\$8,476.06	\$84,718.94	\$3,111,071.47	\$62,221.43
26	\$93,195.00	\$8,251.36	\$84,943.64	\$3,026,127.83	\$60,522.56
27	\$93,195.00	\$8,026.07	\$85,168.93	\$2,940,958.90	\$58,819.18
28	\$93,195.00	\$7,800.18	\$85,394.82	\$2,855,564.08	\$57,111.28
29	\$93,195.00	\$7,573.69	\$85,621.31	\$2,769,942.77	\$55,398.86
30	\$93,195.00	\$7,346.60	\$85,848.40	\$2,684,094.37	\$53,681.89
31	\$93,195.00	\$7,118.91	\$86,076.09	\$2,598,018.28	\$51,960.37
32	\$93,195.00	\$6,890.61	\$86,304.39	\$2,511,713.89	\$50,234.28
33	\$93,195.00	\$6,661.71	\$86,533.29	\$2,425,180.60	\$48,503.61
34	\$93,195.00	\$6,432.20	\$86,762.80	\$2,338,417.80	\$46,768.36
35	\$93,195.00	\$6,202.09	\$86,992.91	\$2,251,424.89	\$45,028.50

36	\$93,195.00	\$5,971.36	\$87,223.64	\$2,164,201.25	\$43,284.03
37	\$93,195.00	\$5,740.02	\$87,454.98	\$2,076,746.27	\$41,534.93
38	\$93,195.00	\$5,508.07	\$87,686.93	\$1,989,059.34	\$39,781.19
39	\$93,195.00	\$5,275.50	\$87,919.50	\$1,901,139.84	\$38,022.80
40	\$93,195.00	\$5,042.31	\$88,152.69	\$1,812,987.15	\$36,259.74
41	\$93,195.00	\$4,808.51	\$88,386.49	\$1,724,600.66	\$34,492.01
42	\$93,195.00	\$4,574.09	\$88,620.91	\$1,635,979.75	\$32,719.60
43	\$93,195.00	\$4,339.04	\$88,855.96	\$1,547,123.79	\$30,942.48
44	\$93,195.00	\$4,103.37	\$89,091.63	\$1,458,032.16	\$29,160.64
45	\$93,195.00	\$3,867.08	\$89,327.92	\$1,368,704.24	\$27,374.08
46	\$93,195.00	\$3,630.16	\$89,564.84	\$1,279,139.40	\$25,582.79
47	\$93,195.00	\$3,392.61	\$89,802.39	\$1,189,337.01	\$23,786.74
48	\$93,195.00	\$3,154.43	\$90,040.57	\$1,099,296.44	\$21,985.93
49	\$93,195.00	\$2,915.62	\$90,279.38	\$1,009,017.06	\$20,180.34
50	\$93,195.00	\$2,676.17	\$90,518.83	\$918,498.23	\$18,369.96
51	\$93,195.00	\$2,436.09	\$90,758.91	\$827,739.32	\$16,554.79
52	\$93,195.00	\$2,195.38	\$90,999.62	\$736,739.70	\$14,734.79
53	\$93,195.00	\$1,954.02	\$91,240.98	\$645,498.72	\$12,909.97
54	\$93,195.00	\$1,712.03	\$91,482.97	\$554,015.75	\$11,080.32
55	\$93,195.00	\$1,469.39	\$91,725.61	\$462,290.14	\$9,245.80
56	\$93,195.00	\$1,226.11	\$91,968.89	\$370,321.25	\$7,406.43
57	\$93,195.00	\$982.19	\$92,212.81	\$278,108.44	\$5,562.17
58	\$93,195.00	\$737.62	\$92,457.38	\$185,651.06	\$3,713.02
59	\$93,195.00	\$492.39	\$92,702.61	\$92,948.45	\$1,858.97
60	\$93,195.00	\$246.55	\$92,948.45	\$0.00	\$0.00
TOTALS	\$5,591,700.00	\$428,541.84	\$5,163,158.16		

PLEASE INITIAL HERE: _____
 Lessee

Dated March 6, 2012 _____

The School Board of Sarasota County, Florida

Exhibit A to

Schedule No. 2642883637000004

<u>HP Description</u>	<u>Sarasota School Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended</u>
6460b notebook	Student Notebook	1,502	\$1,420.00	\$2,132,840.00
6460b notebook w/free dock	Teacher or Admin Notebook	407	\$1,420.00	\$577,940.00
6200 (i3 processor "dual core")	Standard Desktop	1,855	\$927.00	\$1,719,585.00
Z210	CTE Desktop	304	\$1,048.79	\$318,832.16
17" LCD monitor	same	1,079	\$113.00	\$121,927.00
19" LCD monitor	same	946	\$177.00	\$167,442.00
24" LCD monitor		120	\$280.00	\$33,600.00
30 unit Notebook Cart	same	47	\$1,936.00	\$90,992.00
	Total			\$5,163,158.16



hp financial services

Master Agreement Number 2642883637
Schedule Number 2642883637000004

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company¹ ("Lessor") and The School Board of Sarasota County, Florida, a governmental authority created by Article IX, Section 4 of the Constitution of the State of Florida ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease, that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:
Vital Solutions, Inc.

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____

Name and Title

Acceptance Date: _____

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.



COUNTERPART NO. 2 OF 2. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
SCHEDULE (AD VALOREM FUNDED PAYMENTS)

Hewlett-Packard Financial Services Company¹ ("Lessor") and The School Board of Sarasota County, Florida, a governmental authority created by Article IX, Section 4 of the Constitution of the State of Florida ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. <u>Description of Items of Leased Equipment</u>	<u>Total Cost</u>
HP Notebooks, Desktops and Monitors (See attached Exhibit A)	\$5,163,158.16

B. Initial Term: 12 Months

C. Fixed Renewal Terms 4 of 12 Months each

2. RENT. See Attachment A. ANNUAL RATE OF INTEREST 3.183%

3. LATEST COMMENCEMENT DATE: May 31, 2012. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: Vitil Solutions, Inc.

5. SELLER: Hewlett-Packard and Vitil Solutions

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending 6/30/12 are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

8. ADDITIONAL PROVISIONS:

(a) For this Schedule only, Section 2(b) of the Master Agreement is hereby amended in its entirety to read as follows:

"(b) Acceptance; Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease. Each Lease shall have an initial term (the "Initial Term") and, if indicated on the Schedule, a fixed number of renewal terms (each a "Renewal Term") each for the number of months set forth in the Schedule, but in no event shall any one Initial Term or one Renewal Term be for a period of greater than 12 months in the event that Rents under the Lease are to be funded through, in whole or in part, ad valorem tax revenues collected by Lessee. Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee terminates such Lease pursuant to Section 7.

9. FISCAL PERIOD: June 30, 2012

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE. UNTIL AND UNLESS LESSEE EXECUTES THIS SCHEDULE IN COMPLIANCE WITH THE TERMS HEREOF, LESSOR'S SIGNATURE HEREON SHALL OPERATE ONLY AS AN OFFER TO LESSEE TO MAKE AN OFFER TO LEASE PURSUANT TO THE TERMS HEREOF. UPON EXECUTION BY LESSEE, AND PROVIDED LESSEE IS IN COMPLIANCE WITH THE TERMS HEREOF, THIS SCHEDULE SHALL BE BINDING ON BOTH PARTIES HERETO

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

LESSEE:
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Caroline Zucker, Board Chair

Dated March 6, 2012 _____
Name and Title
Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

Name and Title

Date

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.
Page 2 of 5

ATTACHMENT A

TO

SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

The first payment of Rent will be due 30 days after the Acceptance Date and all payments will be due monthly thereafter.
 There is a 2% premium on the Balance (Concluding Payments) only if there is an early Buyout

Rent			Principal	Concluding	Prepayment
No.	Rent	Interest	Portion	Balance	Premium
				5,163,158.16	103263.163
1	\$93,195.00	\$13,694.03	\$79,500.97	\$5,083,657.19	\$101,673.14
2	\$93,195.00	\$13,483.17	\$79,711.83	\$5,003,945.36	\$100,078.91
3	\$93,195.00	\$13,271.75	\$79,923.25	\$4,924,022.11	\$98,480.44
4	\$93,195.00	\$13,059.78	\$80,135.22	\$4,843,886.89	\$96,877.74
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6	\$93,195.00	\$12,634.13	\$80,560.87	\$4,682,978.26	\$93,659.57
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26	\$93,195.00	\$8,251.36	\$84,943.64	\$3,026,127.83	\$60,522.56
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45	\$93,195.00	\$3,867.08	\$89,327.92	\$1,368,704.24	\$27,374.08
46	\$93,195.00	\$3,630.16	\$89,564.84	\$1,279,139.40	\$25,582.79
47	\$93,195.00	\$3,392.61	\$89,802.39	\$1,189,337.01	\$23,786.74
48	\$93,195.00	\$3,154.43	\$90,040.57	\$1,099,296.44	\$21,985.93
49	\$93,195.00	\$2,915.62	\$90,279.38	\$1,009,017.06	\$20,180.34
50	\$93,195.00	\$2,676.17	\$90,518.83	\$918,498.23	\$18,369.96
51	\$93,195.00	\$2,436.09	\$90,758.91	\$827,739.32	\$16,554.79
52	\$93,195.00	\$2,195.38	\$90,999.62	\$736,739.70	\$14,734.79
53	\$93,195.00	\$1,954.02	\$91,240.98	\$645,498.72	\$12,909.97
54	\$93,195.00	\$1,712.03	\$91,482.97	\$554,015.75	\$11,080.32
55	\$93,195.00	\$1,469.39	\$91,725.61	\$462,290.14	\$9,245.80
56	\$93,195.00	\$1,226.11	\$91,968.89	\$370,321.25	\$7,406.43
57	\$93,195.00	\$982.19	\$92,212.81	\$278,108.44	\$5,562.17
58	\$93,195.00	\$737.62	\$92,457.38	\$185,651.06	\$3,713.02
59	\$93,195.00	\$492.39	\$92,702.61	\$92,948.45	\$1,858.97
60	\$93,195.00	\$246.55	\$92,948.45	\$0.00	\$0.00
TOTALS	\$5,591,700.00	\$428,541.84	\$5,163,158.16		

PLEASE INITIAL HERE: _____
Lessee

Dated March 6, 2012



hp financial services

Master Agreement Number 2642883637
Schedule Number 2642883637000004

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company¹ ("Lessor") and The School Board of Sarasota County, Florida, a governmental authority created by Article IX, Section 4 of the Constitution of the State of Florida ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease, that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:
Vitol Solutions, Inc.

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____

Name and Title

Acceptance Date: _____

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

The School Board of Sarasota County, Florida
 Exhibit A to
 Schedule No. 2642883637000004

<u>HP Description</u>	<u>Sarasota School Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended</u>
6460b notebook	Student Notebook	1,502	\$1,420.00	\$2,132,840.00
6460b notebook w/free dock	Teacher or Admin Notebook	407	\$1,420.00	\$577,940.00
6200 (i3 processor "dual core")	Standard Desktop	1,855	\$927.00	\$1,719,585.00
Z210	CTE Desktop	304	\$1,048.79	\$318,832.16
17" LCD monitor	same	1,079	\$113.00	\$121,927.00
19" LCD monitor	same	946	\$177.00	\$167,442.00
24" LCD monitor		120	\$280.00	\$33,600.00
30 unit Notebook Cart	same	47	\$1,936.00	\$90,992.00
	Total			\$5,163,158.16

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name The School Board of Sarasota County, Florida		2 Issuer's employer identification number (EIN) 59 ; 6000847
3 Number and street (or P.O. box if mail is not delivered to street address) 1906 Landings Blvd.	Room/suite	4 Report number (For IRS Use Only) 3
5 City, town, or post office, state, and ZIP code Sarasota, FL 34231		6 Date of issue 03/06/2012
7 Name of issue Tax Exempt Lease Purchase		8 CUSIP number
9 Name and title of officer of the issuer or other person whom the IRS may call for more information Mitsi P. Corcoran, Chief Financial Officer		10 Telephone number of officer or other person (941) 927-9000

Part II Type of Issue (enter the issue price) See instructions and attach schedule		
11 Education	11	5,163,158.16
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds).	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21		\$ 5,163,158.16	\$	5 years
				3.183 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded <input type="text"/> years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded <input type="text"/> years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) <input type="text"/>
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

- | | | |
|--|------------|--|
| 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | |
| 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) | 36a | |
| b Enter the final maturity date of the GIC ▶ _____ | | |
| 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units | 37a | |
| b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____ | | |
| 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/> | | |
| 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/> | | |
| 40 If the issuer has identified a hedge, check box ▶ <input type="checkbox"/> | | |

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date **Caroline Zucker, Board Chair**
 Signature of issuer's authorized representative Type or print name and title

Paid Preparer's Use Only

Preparer's signature ▶ _____	Date _____	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN _____
Firm's name (or yours if self-employed), address, and ZIP code ▶ _____	EIN _____	Phone no. () _____	



hp financial services

**ADDENDUM TO STATE AND LOCAL GOVERNMENT
MASTER LEASE PURCHASE AGREEMENT (FLORIDA)**

CUSTOMER INFORMATION	Lessee Name	
	The School Board of Sarasota County, Florida Billing Street Address/City/County/State/Zip 1960 Landings Blvd., Sarasota, Florida 34231	

Lessor and Lessee hereby enter into this Addendum to supplement the provisions of the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Master Agreement. If there is any conflict between the terms of the Master Agreement and/or any Lease and this Addendum, the terms of this Addendum will control and prevail.

1. OWNERSHIP AND TITLE. Lessor will hold title to the Equipment. If (a) Lessee has not terminated a Lease in accordance with the nonappropriation provisions of the Master Agreement and (b) no Lessee Default exists, then upon Lessee's payment to Lessor of all Rent payments and other amounts due under the Master Agreement, at the end of the Term, Lessee will be entitled to Lessor's interest in the Equipment "AS IS, WHERE IS," without any warranty or representation from Lessor, express or implied, other than the absence of any liens by, through or under Lessor.

2. FUNDING INTENT. Lessee reasonably believes that funds can be obtained sufficient to make all Rent payments and other payments during the Term. Lessee affirms that funds to pay Rent payments and other payments under the Lease are available for Lessee's current Fiscal Period subject to Lessee's right of nonappropriation as provided in the Master Agreement. Lessee agrees that Lessee's chief executive or administrative officer (or Lessee's administrative officer that has the responsibility of preparing the budget submitted to Lessee's governing body, as applicable) will provide for funding for such payments in Lessee's annual budget request submitted to Lessee's governing body. If Lessee's governing body chooses not to appropriate funds for such payments, Lessee agrees that Lessee's governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable Fiscal Period from the budget that it adopts. Lessee and Lessor agree that Lessee's obligation to make Rent payments will be Lessee's current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. If a Lessee Default occurs, any judgment obtained against Lessee will be enforceable solely against revenues allocated by Lessee's governing body for such purpose. Nothing contained in the Master Agreement will be interpreted as a pledge of Lessee's general tax revenues, funds or moneys. Regardless of any other provisions of the Master Agreement, no ad valorem taxes are pledged to the payment of any amount due under the Master Agreement or any Lease.

**LESSEE: SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA**

**LESSOR: HEWLETT-PACKARD FINANCIAL
SERVICES COMPANY**

By: x
Authorized Signature

By: x
Authorized Signature

Caroline Zucker, Board Chair
Type/Print Name & Title

Type/Print Name & Title

March 6, 2012
Date

Date