

COUNTERPART NO. \_\_\_\_\_ OF \_\_\_\_\_. 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.



hp financial services

Master Agreement Number 2642883637  
 APA Number Q211 2642883637  
 Schedule Number 2642883637000003

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT  
 CONSOLIDATING SCHEDULE

Hewlett-Packard Financial Services Company ("Lessor") and The School Board of Sarasota County, Florida ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and the Advance Pricing Agreement (the "Advance Pricing Agreement") identified by the Master Agreement Number and the APA Number, respectively, specified above. Pursuant thereto, Lessor and Lessee have entered into one or more Leases (the "Existing Leases"), which are more particularly described in Section 1 below, during the Consolidation Period ending on July 31, 2011 (the "Consolidation Date"). Pursuant to Section 6 of the Advance Pricing Agreement, Lessor and Lessee are entering into this Consolidating Schedule, which shall be identified by the Schedule Number specified above (this "Schedule"), effective as of the day immediately following the Consolidation Date (the "Start Date"), for the purpose of consolidating all of the Existing Leases into a single, separate and distinct Lease of the Equipment described in Section 2 below. 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. **EXISTING LEASES.** Each of the 1 Existing Lease being consolidated pursuant to this Schedule have been evidenced by the Master Agreement, the Advance Pricing Agreement and an Acceptance Certificate. The Acceptance Date specified in the Acceptance Certificate relating to such Existing Lease is as follows: June 22, 2011.

<u>Leases Acceptance Certificate Number</u>	<u>Date</u>
No. 1	6/22/2011

2. **LEASE.**

- A. Description of Items of Leased Equipment Total Cost
- HP Desktops, Laptops, Monitors and related equipment \$5,198,445.20
- B. **Initial Term:** 12 Months
- C. **Fixed Renewal Terms** 4 of 12 Months each

3. **RENT:** \$94,559.72

RENT is payable:      in advance   X   in arrears (check one)  
  X   monthly      quarterly (check one)  
     semi-annually      annually

Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease. The First Payment Date shall be the Start Date if Rent is payable in advance or the last day of the month or quarter (as applicable) in which the Start Date occurs if Rent is payable in arrears. In addition, on the first Rent payment date Lessee shall also pay Lessor an amount equal to \$ N/A (which is the aggregate amount payable by Lessee to Lessor with respect to the Existing Leases pursuant to the terms of the Advance Pricing Agreement with respect to the periods from and including the Acceptance Date in the case of each such Existing Lease up to but excluding the Start Date).

ANNUAL RATE OF INTEREST 3.496%

4. **ADVANCE RENT:** N/A
5. **EQUIPMENT LOCATION:** See attached Exhibit A
6. **SELLER:** Hewlett-Packard Company and Atlantic Relocation Systems
7. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease for the Fiscal Period ending \_\_\_\_\_ 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.
8. **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.
9. **ADDITIONAL PROVISIONS:** N/A
10. **FISCAL PERIOD:** \_\_\_\_\_

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 2.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:  
 THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

LESSOR:  
 HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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 start date of August 1, 2011 and all payments will be due monthly thereafter.

Rent No.	Rent	Interest	Principal Balance	Concluding Balance	Prepayment Premium
Loan				\$5,198,445.20	\$103,968.90
1	\$94,559.72	\$15,145.25	\$79,414.47	\$5,119,030.73	\$102,380.61
2	\$94,559.72	\$14,913.89	\$79,645.83	\$5,039,384.90	\$100,787.70
3	\$94,559.72	\$14,681.85	\$79,877.87	\$4,959,507.03	\$99,190.14
4	\$94,559.72	\$14,449.13	\$80,110.59	\$4,879,396.44	\$97,587.93
5	\$94,559.72	\$14,215.73	\$80,343.99	\$4,799,052.45	\$95,981.05
6	\$94,559.72	\$13,981.66	\$80,578.06	\$4,718,474.39	\$94,369.49
7	\$94,559.72	\$13,746.90	\$80,812.82	\$4,637,661.57	\$92,753.23
8	\$94,559.72	\$13,511.46	\$81,048.26	\$4,556,613.31	\$91,132.27
9	\$94,559.72	\$13,275.33	\$81,284.39	\$4,475,328.92	\$89,506.58
10	\$94,559.72	\$13,038.51	\$81,521.21	\$4,393,807.71	\$87,876.15
11	\$94,559.72	\$12,801.01	\$81,758.71	\$4,312,049.00	\$86,240.98
12	\$94,559.72	\$12,562.81	\$81,996.91	\$4,230,052.09	\$84,601.04
13	\$94,559.72	\$12,323.92	\$82,235.80	\$4,147,816.29	\$82,956.33
14	\$94,559.72	\$12,084.33	\$82,475.39	\$4,065,340.90	\$81,306.82
15	\$94,559.72	\$11,844.05	\$82,715.67	\$3,982,625.23	\$79,652.50
16	\$94,559.72	\$11,603.06	\$82,956.66	\$3,899,668.57	\$77,993.37
17	\$94,559.72	\$11,361.37	\$83,198.35	\$3,816,470.22	\$76,329.40
18	\$94,559.72	\$11,118.98	\$83,440.74	\$3,733,029.48	\$74,660.59
19	\$94,559.72	\$10,875.88	\$83,683.84	\$3,649,345.64	\$72,986.91
20	\$94,559.72	\$10,632.08	\$83,927.64	\$3,565,418.00	\$71,308.36
21	\$94,559.72	\$10,387.56	\$84,172.16	\$3,481,245.84	\$69,624.92
22	\$94,559.72	\$10,142.33	\$84,417.39	\$3,396,828.45	\$67,936.57
23	\$94,559.72	\$9,896.39	\$84,663.33	\$3,312,165.12	\$66,243.30
24	\$94,559.72	\$9,649.73	\$84,909.99	\$3,227,255.13	\$64,545.10
25	\$94,559.72	\$9,402.35	\$85,157.37	\$3,142,097.76	\$62,841.96
26	\$94,559.72	\$9,154.25	\$85,405.47	\$3,056,692.29	\$61,133.85
27	\$94,559.72	\$8,905.43	\$85,654.29	\$2,971,038.00	\$59,420.76
28	\$94,559.72	\$8,655.88	\$85,903.84	\$2,885,134.16	\$57,702.68
29	\$94,559.72	\$8,405.61	\$86,154.11	\$2,798,980.05	\$55,979.60
30	\$94,559.72	\$8,154.60	\$86,405.12	\$2,712,574.93	\$54,251.50
31	\$94,559.72	\$7,902.87	\$86,656.85	\$2,625,918.08	\$52,518.36
32	\$94,559.72	\$7,650.40	\$86,909.32	\$2,539,008.76	\$50,780.18
33	\$94,559.72	\$7,397.20	\$87,162.52	\$2,451,846.24	\$49,036.92
34	\$94,559.72	\$7,143.26	\$87,416.46	\$2,364,429.78	\$47,288.60
35	\$94,559.72	\$6,888.58	\$87,671.14	\$2,276,758.64	\$45,535.17
36	\$94,559.72	\$6,633.15	\$87,926.57	\$2,188,832.07	\$43,776.64
37	\$94,559.72	\$6,376.99	\$88,182.73	\$2,100,649.34	\$42,012.99

38	\$94,559.72	\$6,120.07	\$88,439.65	\$2,012,209.69	\$40,244.19
39	\$94,559.72	\$5,862.41	\$88,697.31	\$1,923,512.38	\$38,470.25
40	\$94,559.72	\$5,604.00	\$88,955.72	\$1,834,556.66	\$36,691.13
41	\$94,559.72	\$5,344.83	\$89,214.89	\$1,745,341.77	\$34,906.84
42	\$94,559.72	\$5,084.91	\$89,474.81	\$1,655,866.96	\$33,117.34
43	\$94,559.72	\$4,824.24	\$89,735.48	\$1,566,131.48	\$31,322.63
44	\$94,559.72	\$4,562.80	\$89,996.92	\$1,476,134.56	\$29,522.69
45	\$94,559.72	\$4,300.60	\$90,259.12	\$1,385,875.44	\$27,717.51
46	\$94,559.72	\$4,037.64	\$90,522.08	\$1,295,353.36	\$25,907.07
47	\$94,559.72	\$3,773.91	\$90,785.81	\$1,204,567.55	\$24,091.35
48	\$94,559.72	\$3,509.41	\$91,050.31	\$1,113,517.24	\$22,270.34
49	\$94,559.72	\$3,244.14	\$91,315.58	\$1,022,201.66	\$20,444.03
50	\$94,559.72	\$2,978.10	\$91,581.62	\$930,620.04	\$18,612.40
51	\$94,559.72	\$2,711.29	\$91,848.43	\$838,771.61	\$16,775.43
52	\$94,559.72	\$2,443.69	\$92,116.03	\$746,655.58	\$14,933.11
53	\$94,559.72	\$2,175.32	\$92,384.40	\$654,271.18	\$13,085.42
54	\$94,559.72	\$1,906.17	\$92,653.55	\$561,617.63	\$11,232.35
55	\$94,559.72	\$1,636.23	\$92,923.49	\$468,694.14	\$9,373.88
56	\$94,559.72	\$1,365.50	\$93,194.22	\$375,499.92	\$7,510.00
57	\$94,559.72	\$1,093.99	\$93,465.73	\$282,034.19	\$5,640.68
58	\$94,559.72	\$821.68	\$93,738.04	\$188,296.15	\$3,765.92
59	\$94,559.72	\$548.59	\$94,011.13	\$94,285.02	\$1,885.70
60	\$94,559.72	\$274.70	\$94,285.02	\$0.00	\$0.00
<b>Total</b>	<b>\$5,673,583.20</b>	<b>\$475,138.00</b>	<b>\$5,198,445.20</b>		

Please note that the prepayment premium is 2% of the Principal Balance, only payable in the case of early repayment of the lease.