



hp financial services

Master Agreement Number 2642883637
Schedule Number 2642883637000002

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

1. LEASE.

A. Description of Items of Leased Equipment Total Cost

HP Notebooks, Desktops and Monitors \$4,965,964.00
(See attached Exhibit A)

B. Initial Term: 12 Months

C. Fixed Renewal Terms 4 of 12 Months each

2. RENT. See Attachment A. **ANNUAL RATE OF INTEREST 3.34%**

3. LATEST COMMENCEMENT DATE: May 30, 2010. 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 _____ 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 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, 20__

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.

LESSEE:
SCHOOL DISTRICT OF SARASOTA COUNTY, FLORIDA

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____ By: _____

<u>Shirley Brown, Board Chair</u>	_____
Name and Title	Name and Title
Dated <u>April 20, 2010</u>	_____
Date	Date

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

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
				4,965,964.00	
1	89,983.26	13,820.25	76,163.01	4,889,800.99	\$97,796.02
2	89,983.26	13,608.29	76,374.97	4,813,426.02	\$96,268.52
3	89,983.26	13,395.74	76,587.52	4,736,838.50	\$94,736.77
4	89,983.26	13,182.60	76,800.66	4,660,037.84	\$93,200.76
5	89,983.26	12,968.86	77,014.40	4,583,023.44	\$91,660.47
6	89,983.26	12,754.53	77,228.73	4,505,794.71	\$90,115.89
7	89,983.26	12,539.60	77,443.66	4,428,351.05	\$88,567.02
8	89,983.26	12,324.08	77,659.18	4,350,691.87	\$87,013.84
9	89,983.26	12,107.95	77,875.31	4,272,816.56	\$85,456.33
10	89,983.26	11,891.23	78,092.03	4,194,724.53	\$83,894.49
11	89,983.26	11,673.90	78,309.36	4,116,415.17	\$82,328.30
12	89,983.26	11,455.96	78,527.30	4,037,887.87	\$80,757.76
13	89,983.26	11,237.42	78,745.84	3,959,142.03	\$79,182.84
14	89,983.26	11,018.27	78,964.99	3,880,177.04	\$77,603.54
15	89,983.26	10,798.51	79,184.75	3,800,992.29	\$76,019.85
16	89,983.26	10,578.14	79,405.12	3,721,587.17	\$74,431.74
17	89,983.26	10,357.16	79,626.10	3,641,961.07	\$72,839.22
18	89,983.26	10,135.56	79,847.70	3,562,113.37	\$71,242.27
19	89,983.26	9,913.34	80,069.92	3,482,043.45	\$69,640.87
20	89,983.26	9,690.51	80,292.75	3,401,750.70	\$68,035.01
21	89,983.26	9,467.05	80,516.21	3,321,234.49	\$66,424.69
22	89,983.26	9,242.98	80,740.28	3,240,494.21	\$64,809.88
23	89,983.26	9,018.28	80,964.98	3,159,529.23	\$63,190.58
24	89,983.26	8,792.95	81,190.31	3,078,338.92	\$61,566.78
25	89,983.26	8,567.00	81,416.26	2,996,922.66	\$59,938.45
26	89,983.26	8,340.42	81,642.84	2,915,279.82	\$58,305.60
27	89,983.26	8,113.21	81,870.05	2,833,409.77	\$56,668.20
28	89,983.26	7,885.36	82,097.90	2,751,311.87	\$55,026.24
29	89,983.26	7,656.89	82,326.37	2,668,985.50	\$53,379.71
30	89,983.26	7,427.77	82,555.49	2,586,430.01	\$51,728.60
31	89,983.26	7,198.02	82,785.24	2,503,644.77	\$50,072.90
32	89,983.26	6,967.63	83,015.63	2,420,629.14	\$48,412.58
33	89,983.26	6,736.60	83,246.66	2,337,382.48	\$46,747.65
34	89,983.26	6,504.92	83,478.34	2,253,904.14	\$45,078.08
35	89,983.26	6,272.60	83,710.66	2,170,193.48	\$43,403.87

36	89,983.26	6,039.64	83,943.62	2,086,249.86	\$41,725.00
37	89,983.26	5,806.02	84,177.24	2,002,072.62	\$40,041.45
38	89,983.26	5,571.76	84,411.50	1,917,661.12	\$38,353.22
39	89,983.26	5,336.84	84,646.42	1,833,014.70	\$36,660.29
40	89,983.26	5,101.27	84,881.99	1,748,132.71	\$34,962.65
41	89,983.26	4,865.04	85,118.22	1,663,014.49	\$33,260.29
42	89,983.26	4,628.16	85,355.10	1,577,659.39	\$31,553.19
43	89,983.26	4,390.62	85,592.64	1,492,066.75	\$29,841.34
44	89,983.26	4,152.41	85,830.85	1,406,235.90	\$28,124.72
45	89,983.26	3,913.55	86,069.71	1,320,166.19	\$26,403.32
46	89,983.26	3,674.02	86,309.24	1,233,856.95	\$24,677.14
47	89,983.26	3,433.82	86,549.44	1,147,307.51	\$22,946.15
48	89,983.26	3,192.95	86,790.31	1,060,517.20	\$21,210.34
49	89,983.26	2,951.41	87,031.85	973,485.35	\$19,469.71
50	89,983.26	2,709.20	87,274.06	886,211.29	\$17,724.23
51	89,983.26	2,466.32	87,516.94	798,694.35	\$15,973.89
52	89,983.26	2,222.76	87,760.50	710,933.85	\$14,218.68
53	89,983.26	1,978.53	88,004.73	622,929.12	\$12,458.58
54	89,983.26	1,733.61	88,249.65	534,679.47	\$10,693.59
55	89,983.26	1,488.01	88,495.25	446,184.22	\$8,923.68
56	89,983.26	1,241.73	88,741.53	357,442.69	\$7,148.85
57	89,983.26	994.76	88,988.50	268,454.19	\$5,369.08
58	89,983.26	747.11	89,236.15	179,218.04	\$3,584.36
59	89,983.26	498.76	89,484.50	89,733.54	\$1,794.67
60	89,983.26	249.72	89,733.54	0.00	\$0.00

PLEASE INITIAL HERE: _____

Lessee

Dated 4/20/10 _____



hp financial services

Master Agreement Number 2642883637
Schedule Number 2642883637000002

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

Hewlett-Packard Financial Services Company¹ ("Lessor") and The School District for 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 Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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

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 DISTRICT OF SARASOTA COUNTY, FLORIDA

By: _____

Shirley Brown, Board Chair
Name and Title

Acceptance Date: April 20, 2010

The School District of Sarasota County, Florida

Exhibit A to

Schedule No. 2642883637000002

Sarasota Schools (reference name)	Student Notebook	Teacher Notebook (w/docking station)	CTE Desktop	Standard Desktop	Monitor 17" LCD	Monitor 19" LCD	Totals
HP Model	6440b	6440b	DC8000	DC6000	L1710	LA1951g	
HP Quote #	4877232	4885121	4825623-5	4601783-2	4601378-3	4905876	
HP Big Deal #	83447710	83447710	83447710	83447710	83447710	83447710	
Big Deal Price	\$1,320	\$1,320	\$975	\$829	\$113	\$177	
Order quantity	1,955	422	150	1,709	946	895	
Extended Price	\$2,580,600	\$557,040	\$146,250	\$1,416,761	\$106,898	\$158,415	\$4,965,964
Lease term (years)	5	5	5	5	5	5	

Total Lease Cost \$4,965,964

Lessee _____
Initial and Date _____

3/26/2010 - Approved counts from Sarasota Schools