

hp financial services

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

## CUSTOMERLessee NameINFORMATIONThe School District for Sarasota County, FloridaBilling Street Address/City/County/State/Zip1960 Landings Blvd., Sarasota, Florida 34231

Annual Rate of Interest 3.34%

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 DISTRICT FOR SARASOTA COUNTY, FLORIDA

## LESSOR: HEWLETT-PACKARD FINANCIAL SERVICES COMPANY By: x

Authorized Signature

Type/Print Name & Title

<u>April 20, 2010</u> Date

Authorized Signature

Type/Print Name & Title

Shirley Brown, Board Chair

By: x

Date