

**AMENDMENT NO. 1 DATED March 4, 2010
TO THE MASTER LEASE AGREEMENT DATED April 28, 2009
BETWEEN DAVIS JOINT UNIFIED SCHOOL DISTRICT
AND DELL FINANCIAL SERVICES L.L.C.**

This Amendment is made part of and modifies the Master Lease Agreement and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between Davis Joint Unified School District ("Lessee") and Dell Financial Services L.L.C. ("Lessor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

The Agreement is hereby modified as follows:

1. Section 14, "Remedies; Termination".

Delete subsection (a)(iii) in its entirety and restate it as follows:

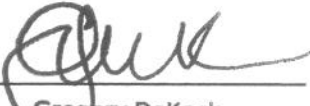
"(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as penalty all rent due in the current fiscal year if Lessee has returned all of the Products to Lessor in accordance with this Section; or"

In subsection (b), delete the second and third sentences in their entirety without replacement.

Except as amended hereby, the Agreement is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

LESSOR:
DELL FINANCIAL SERVICES L.L.C.

By: 
Title: Gregory DeKock
Director Operations

SM 1/11/2012

LESSEE:
DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: 
Title: 12-16-11