



**Davis Joint Unified School District
EQUIPMENT SCHEDULE NO. 001-6330955-008
OF MASTER LEASE AGREEMENT NO. 6330955**

THIS SCHEDULE ("Schedule") IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 6330955 ("Agreement") DATED April 28, 2009 BETWEEN Davis Joint Unified ("You") and Dell Marketing L.P. ("Dell"), and as assigned by Dell to Dell Financial Services L.L.C. as Lessor ("we and us"). This Schedule is between you and us and constitutes a separate, assignable lease agreement. You acknowledge receipt of a copy of the Agreement and that the Agreement is in full force and effect.

We hereby agree to lease and/or make available to you subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Equipment described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

EQUIPMENT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

EQUIPMENT SELLER: [Dell Inc., One Dell Way, Round Rock, TX 78682]

<u>Equipment Description</u>	<u>Equipment Location</u>	<u>Lessee Purchase Order No.</u>	<u>Lease payments*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit A	See Exhibit A	TBD	<u>\$95,998.46</u>	<u>48</u>	TBD

Total Equipment Acquisition Cost: \$385,027.90

Lease payments are payable: **X in advance**; ____ in arrears [specify]

Payment Period: ____ Monthly ____ Quarterly **X Annually** ____ Other (specify _____)

Pro-rated Lease payments: ____ applies \$_____ (amount); **X does not apply**

* You are responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first Lease payment, any prorated Lease payments if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge You prorated Lease payments accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

END OF LEASE OPTIONS: Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the term of said Lease (either the original term or any modification or extension thereof mutually agreed to in writing (the "Expiration Date")), You will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Equipment at Fair Market Value (defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Equipment in accordance with the Agreement.

If you exercise the option to purchase the Equipment then, on receipt of payment of the "Fair Market Value" (defined below) plus applicable taxes, We will sell the Equipment to you AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the original term. "Fair Market Value" means the price of the Equipment, installed, in use and in the condition required by the Agreement as determined by us in our reasonable judgment. If you disagree with the Fair Market Value, you shall notify us in writing within 60 days prior to the Expiration Date and, upon your request and within ten (10) days after receipt of your notice,

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we shall appoint a qualified appraiser reasonably acceptable to you to appraise the retail value of the Equipment. The amount determined by such appraiser shall be the final Fair Market Value. We and you shall share the expense of such appraisal equally.

If you desire to renew a Lease, you shall enter with us into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Lease payments provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

Whether or not you have given us notice of your intent to as described above, if you do not return or purchase the Equipment or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Lease payments in effect on the last day of the original term (prorated on a monthly basis if the Payment Period was other than monthly during the original term). Such extension shall continue until you: (i) provide 30 days prior written notice of your intention to return or purchase the Equipment (to take effect on the next Lease payment date that is at least 30 days after the notice is received by us) and (ii) either returns or purchases all of the Equipment in accordance with the End of Lease options above. Lease payments during the month-to-month extension are due and payable monthly as specified in our invoice. If you fail to return or purchase any Equipment, the Schedule and associated Lease payments for the Equipment that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

COMPLETION OF SCHEDULE: You hereby authorize us to insert or update the serial numbers of the Equipment from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

Davis Joint Unified School District
(Lessee)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

(Name/Title)

(Date)