

DAHILL INDUSTRIES

Connecting Customers To Total Solutions

Maintenance Agreement

Austin	512-836-2100
Bryan	979-774-2200
Corpus Christi	361-289-0900
Dallas	817-329-1017
Harlingen	956-425-3010
Houston	713-329-9909
Laredo	956-724-8188
San Antonio	210-805-8200

Shaded areas for In-House use only

Order Date: 07/10/07	Effective Date: 07/10/07	Customer No:	Lease No:	PO No.
Service Location:		Bill To:		
Name HIDALGO Co. URBAN PROGRAM		Name HIDALGO COUNTY URBAN PROGRAM		
Address 1916 TESORO BLVD.		Address 1916 TESORO BLVD.		
City/State/Zip PHARR, TX. 78577		City/State/Zip PHARR, TX. 78577		
County HIDALGO		County HIDALGO		
Contact HILDA BAZAN / RONY BAZCO		Contact HILDA BAZAN		
Phone 956 787 8127		Phone 956 787 8127		
Hours of Operation: M-F 8-5	Fax #	Email Address	Term of Agreement 6 mo.	
Model	Serial No.	Equip ID	Start Meter	

SHARP MX-4501N			
SAVIN V9950			
COPY			

Special Instructions: 2 COMBO AGREEMENT FOR BOTH COPIERS.

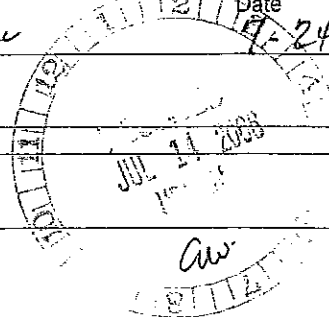
Price	Copies/Scans	Additional Copies/Scans Price		
\$ 530**	Includes: B&W 25,000	From: 25,001	To: + UP	Cost: .01 B&W
per: * MONTH	per: * COLOR 4,000	From: 4,001	To: UP	Cost: .07 color
	↳ MONTH	From:	To:	Cost:

*monthly unless otherwise noted.

Maintenance Includes:		Electrical Requirements:
<input checked="" type="checkbox"/> Drum	<input checked="" type="checkbox"/> Developer	<input type="checkbox"/> Sole Use Circuit
<input checked="" type="checkbox"/> Color Supplies	<input checked="" type="checkbox"/> Fax Option	<input type="checkbox"/> Dedicated Line
<input checked="" type="checkbox"/> Black Toner	<input checked="" type="checkbox"/> Print Controller	<input type="checkbox"/> Special:
	<input checked="" type="checkbox"/> Parts, Labor & Travel	

Terms Due upon receipt, upon credit approval of this order. This agreement, upon acceptance by Dahill Industries supersedes any other written or oral communications between the parties. Dahill Industries is specifically not bound by any oral or written agreements which do not appear herein or attached. By signing below, you accept the terms and conditions of the contract.

Customer Signature <i>[Signature]</i>	Date 07-24-06	Credit Approval	
Title Director		Account Manager <i>[Signature]</i>	Date 07/10/06
Dahill Industries Acceptance		Title	Date



Agreement# _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
SHARP MX-4501N COLOR IMAGER		FAX, PRINT, SCAN
_____	_____	_____
_____	_____	_____

See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) _____

SUPPLIER

DAWII INDUSTRIES
Name

2635 S. 77 SUNSHINE STRIP
Address

HARLINGEN TX 78550
City State Zip

PURCHASE OPTION AT END OF TERM

\$1.00

TRANSACTION TERMS

Lease Payment \$ 426⁰⁰ Term 60 months
(plus applicable taxes)

Billing Period (monthly if not checked)
 Monthly Quarterly Semi-Annually Annually

The following additional payments are due on the date this Agreement is signed by you:

SECURITY DEPOSIT \$ _____

ADVANCE PAYMENT **\$ _____ **Applied to: first last
(plus applicable taxes)

DOCUMENT FEE \$75.00

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 3, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE LESSEE IS LOCATED.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSOR ("We", "Us")

By: _____

Name: _____

Title: _____

Date: _____

LESSEE ("You")

URBAN COUNTY PROGRAM HIDALGO
Full Legal Name

1916 TESORO BLVD.
Billing Address

HARLINGEN TX 78577
City State Zip

Contact Name Phone 956 787 8127 E-mail Address _____

By: X *Diana R. Serna*
Signature of Authorized Signer

Name: DIANA R. SERNA
Please Print

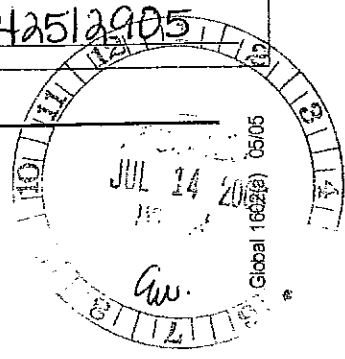
Title: DIRECTOR

Date: 7-24-06 Fed Tax ID 742512905
Date of Signature

For Supplier Use Only

Documentation Checklist:

<input type="checkbox"/> Invoice	<input type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Purchase Order	<input type="checkbox"/> Amortization Table
<input type="checkbox"/> Tax Exemption Certificate	<input type="checkbox"/> IRS Tax Form 8038GC
<input type="checkbox"/> Other _____	



ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.
2. **SECURITY DEPOSIT.** The Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), until all obligations under this Lease are satisfied, and may be applied at our option against amounts due under this Lease. The Security Deposit will be returned to you upon termination of the Lease, provided you are not in default, or applied to the last Lease Payment or to the amount we may quote for any purchase or upgrade of the Equipment.
3. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.
- NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 3 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.
4. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease. You agree to file all required property tax returns and promptly pay all property taxes which may be assessed against the Equipment. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).
5. **LATE CHARGES.** For any payment which is not received within five days of its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.
6. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment and we reserve a security interest in the Equipment to secure all of your obligations under this Lease. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT IN THE MANNER FOR WHICH IT WAS INTENDED; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.
7. **INDEMNITY.** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the Term of this Lease.
8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges and (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher). We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable.
9. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming you and us as loss payees as our interests may appear; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to Lessor, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.
10. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.
11. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, and (ii) the present value of all remaining Lease Payments and Lease Charges due and payable for the current fiscal period, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.
12. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, we will release any security interest which we may have in the Equipment at the end of the Term. If you are in default (or a non-appropriation of funds occurs), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay an inspection, relocking and handling fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.
13. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.
14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments under this Lease constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; (i) all financial information you have provided is true and a reasonable representation of your financial condition; (j) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includable in our gross income for Federal income taxation purposes under the Internal Revenue Code of 1986 as amended (the "Code"); (k) you shall maintain a complete and accurate account of all assignments of this Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (l) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns. You authorize us or our agent to file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.
15. **TIME PRICE.** You understand that the Equipment may be purchased for cash (the "Equipment Cost") or it may be purchased pursuant to this Lease for a Time Price equal to the Lease Payment times the number of Lease Payments, plus the Document Fee, all as set forth on Page 1 of this Lease, plus \$1, and by executing this Lease you have chosen to purchase the Equipment for that Time Price.
16. **LEASE RATE FACTOR.** Each Lease Payment includes a part of our investment in the Equipment Cost and a return on our investment in this Lease. The total return on our investment (the total finance charge) is determined by multiplying the Lease Payment times the number of Lease Payments, then adding the Document Fee and Purchase Option amount (all as set forth on Page 1 of this Lease), then deducting the Equipment Cost (as determined above). The difference so determined is the return to us on our investment (the total finance charge). The rate of return (finance rate) may be determined by deducting the Security Deposit from the Equipment Cost, and then applying to the amount so determined, the rate that will amortize that amount down to the Purchase Option amount by applying as payments, the Lease Payments and the Document Fee. For purposes of that amortization, each Lease Payment, including the Advance Payment, will be considered received on the date it is required to be paid under this Lease, and the Document Fee will be considered received on the date of this Lease.
17. **LIMITATIONS ON CHARGES.** This Section controls over every other part of this Lease and over all other documents now or later pertaining to this Lease. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease, or refunded to you.