

ACME PARTNERSHIP L.P.
 3701 Bee Caves Rd., Suite 101
 Austin, Texas 78746
 Phone (512) 693-9905 Fax (512) 693-9904

Artwork Received: _____
 Vinyl Installed: _____
 Contract Start Date On or Before: 06-29-12
 A.E. Initials: _____

JUL 12 2012

NON-CANCELABLE DISPLAY AGREEMENT

Hidalgo County Health and Human Services Department
 (Legal Name of Advertiser)

 (Advertiser's Agency)

100 N. Clossner

(Mailing Address)

 (Mailing Address)

Edinburg, TX 78539

(City, State, Zip Code)

 (City, State, Zip Code)

Ph: 956-383-6221

(Telephone Number and FAX Number)

 (Telephone Number and FAX Number)

Email: delia.garza@hchd.org

AUTHORIZATION. The above-identified actual advertiser, together with the advertiser's authorized advertising agency, if any (hereinafter referred to jointly and severally as the ADVERTISER), hereby authorizes and contracts with ACME PARTNERSHIP L.P. (hereinafter called ACME) to paint when required and to maintain the following display(s) advertising Hidalgo County Health and Human Services - Schools in accordance with copy provided or approved by the ADVERTISER.

| BB# 01-087A (Penitas) | Location(s) | Approximate Size | Number Of Paintings Per Year | Illuminated Display Rate Per Month | Non-Illuminated Displays Rate Per Month |
|-----------------------|---|------------------|------------------------------|------------------------------------|---|
| | US Hwy 83, N/S, 3/10 miles W/O Tom Gil Road | 14' x 48' | 1 @ NC | \$700 | N/A |

Special Provisions:

TERM. The term of this contract as to each display shall be One (1) months; beginning on the day painting such display is completed, hereinafter called the effective date. The effective date of the agreement will be within fifteen days from the date ACME receives the approved artwork from the ADVERTISER. If the ADVERTISER approved artwork has not been received within the ten day limit as specified in the "COPY APPROVAL" paragraph herein, ACME may, at its option, charge the ADVERTISER 1/30 of the above monthly charge for each day beyond the said ten day limit until the said artwork has been received, and the ADVERTISER agrees to pay such charges upon the receipt of billing therefore by ACME. If this is a contract for renewal term of an existing contract, the effective date will be the expiration date of such prior contract term. All renewal contracts must be signed on or before the 60th day prior to expiration of this contract. The billboard will return to an availability list on the 59th day prior to expiration of this contract and will no longer be held on reserve for ADVERTISER.

PAYMENT. The monthly rate for this contract is \$700. Upon acceptance of this agreement ADVERTISER shall remit the first and last months rental payment in advance. *The display will remain on the availability list until an executed contract, a check equal to two month's rent and the production cost for vinyl is received by ACME.* Thereafter, each payment is due monthly in advance, payable no later than the fifth day of each month. ADVERTISER will be prorated the first month, according to the effective date, based on a thirty-day month. As a convenience to the ADVERTISER, ACME may send a reminder invoice each month, but the ADVERTISER'S obligations will not be dependent upon the receipt of such invoices. *All payments received will be credited to the oldest outstanding invoice on record.*

COPY APPROVAL. The ADVERTISER shall furnish approved artwork to ACME within ten days after the date of acceptance of this contract by ACME, or such other date as may be specified. Should the artwork for the displays not be received within that ten-day period, ACME reserves the right to commence billing the ADVERTISER for the full Monthly Charges specified herein. ACME also reserves the right at any time to refuse or withdraw any advertising copy, which in its reasonable opinion is considered objectionable. Advertiser/Agent's Initial _____

PAST DUE BALANCE(S). In the event ADVERTISER is thirty (30) days past due on any balance owing ACME, ADVERTISER agrees to an assessment of 10% of all balances past due thirty (30) days. Such assessment in no way voids any other provision of this agreement.

IN CASE OF DEFAULT. Should ADVERTISER become thirty (30) days delinquent with any payment; ACME shall have the right to declare ADVERTISER in default of this contract. Such default shall be considered a breach of the entire contract, causing the unpaid sum owing under this contract to become due and payable immediately and ACME may proceed to collect the entire contract balance forthwith, time being of the essence of this contract. It is agreed that the granting of an extension of the due date by ACME shall not be considered a waiver of the right to accelerate the maturity of the contract balance. In addition, if default occurs, ACME shall have the right to remove any advertising provided hereunder and to rent the advertising space to others. The ADVERTISER agrees to pay all reasonable collection expenses, attorneys fees, and court costs incurred by ACME for the collection of any amounts becoming thirty days past due herein under, and also agrees to pay interest at the maximum lawful rate on all amounts outstanding until paid.

ILLUMINATION. The hours of illumination shall be from sunset to eleven, unless herein specified otherwise. In case of complete failure of illumination, a credit shall be applied at a rate of 10% of the prorata daily charge for that location by extending the expiration or cancellation date of this contract proportionately. To be entitled to said credit, ADVERTISER must notify ACME of the failure, and the days to which the credit applies shall be the number of days beginning with the date of notification and ending with the date illumination is restored.

REPLACEMENT. ACME shall not be held liable for loss or delays due to fires, strikes, wars, shortage of labor or materials, act of God, or any governmental or regulatory authorities' laws, rules, regulations, or ordinances, or any other cause beyond the control of ACME. If the use of any advertising space provided herein is lost for any reason, this contract shall not terminate, however ACME shall have the option to replace the lost space with one of equal value or to extend the period of this contract beyond the expiration or cancellation date on a proportional basis to the period lost.

HOLD HARMLESS. The ADVERTISER agrees to save ACME harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the ADVERTISER with regard to any display authorized by this agreement, or on account of allegation that the use of any name, picture or other material in any display authorized by this agreement is illegal, unauthorized or damaging in any way to any person or other legal entity. In addition, any sales and advertising taxes imposed by any governmental authority during the period of this contract are payable by the ADVERTISER.

AGREEMENT ASSIGNABLE. If the ADVERTISER'S business is sold or transferred during the term hereof, the ADVERTISER shall require its successors in interest to discharge the ADVERTISER'S obligations to ACME hereunder, but the ADVERTISER shall nevertheless continue to be directly liable to ACME.

EXPIRATION. Upon the expiration of this Contract, ACME has the option to allow an automatic renewal of this Contract on a month-to-month basis unless ADVERTISER notifies ACME in writing of non-renewal. It is ACME's policy to give current ADVERTISER a first right to renew their advertising contract up to 60 days prior to the expiration of the Contract. During the last 60 days of the Contract term, ACME may contract with others. Should ADVERTISER choose to cancel this Contract after the initial term while on a month-to-month status, ADVERTISER shall give ACME a minimum thirty (30) days advance written notice of cancellation. Cancellation notice shall take effect when the written notice is received by ACME. Verbal notification of cancellation will not be accepted and may not replace the requirement of written notification.

ACCEPTANCE OF CONTRACT. This contract shall be deemed to have been executed and its terms enforceable only upon the acceptance hereof by ACME. It shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors, administrators, and permitted assigns. This contract shall be governed in all respects by the laws of the State of Texas.

UNAUTHORIZED REPRESENTATIONS. Neither party hereto shall be bound by any agreement or representation, express or implied, not contained herein. Each person signing this contract, on behalf of the respective party represented, warrants that he has full authority to do so. This non-cancelable display agreement may be executed simultaneously or in multiple counterparts by electronic facsimile (FAX), which when taken together shall constitute one original document.

ACCEPTED and DATED this _____ day of _____, 20____.

ACME Partnership, L.P.

Curtis Ford

(Print Name and Title)

Rosie Miller

(Account Executive - Print Name)

(Advertiser/Agent Signature)

Ramon Garcia - Judge

(Print Name and Title)

Hidalgo Co. Health & Human Services Department
(Company)

100 North Clossner
(Billing Address)

Edinburg, TX 78539
(City, State, Zip Code)

CONTRACT FOR DIGITAL OUTDOOR ADVERTISING

1.0. Parties and general terms and display and spots times.

| | |
|--------------------------|---|
| Date | 6/13/12 |
| Legal name of Advertiser | Hidalgo County Health and Human Services Department |
| Mailing Address | 100 N. Closser |
| City, State, Zip Code | Edinburg, TX 78539 |
| Contact Person | Ramon Garcia |
| Email Address | delia.garza@hchd.org |
| Phone # | 956-383-6221 |
| Fax # | |
| Other | |

1.1. The above-identified actual advertiser, together with the advertiser's authorized advertising agency, if any (hereinafter referred to jointly and severally as the "Advertiser"), hereby authorizes and contracts with Acme Partnership, LP (hereinafter called "Company") to display when required and to maintain the following digital display(s) advertising Hidalgo County Health and Human Services Department in accordance with copy, estimated time, estimated spots, estimated display schedule, term, rate, and estimated time slots as described herein, and copy provided and approved by the Advertiser.

| Market Name | Code/Panel No. | Term Period In Weeks | Other | Estimated Weekly Spots | Estimated Daily Spots | Rate Per Week | Contract Total |
|-----------------------------|----------------|----------------------|-------|------------------------|-----------------------|-----------------|-------------------|
| Pharr | 01-104A | 4 weeks | | 9100 | 1300 | \$450.00 | \$1,800.00 |
| Campaign Commences: | | 7/25/2012 | | Space Amount | | | |
| Campaign Ends: | | 8/22/2012 | | Production Charges * | | 0.00 | 0.00 |
| TOTAL INVOICE AMOUNT | | | | | | \$450.00 | \$1,800.00 |

*

1.2. Advertiser hereby contracts and agrees for the outdoor advertising services described herein and to the terms set forth and listed as Standard Terms in the attached and following pages. This Contract when transmitted via electronic methods is to be treated as an original contract and is subject to the terms and conditions contained in herein and in the entire document. Accepted and agreed to by:

| | |
|------------|--------------|
| Advertiser | |
| Signature | |
| Print Name | Ramon Garcia |
| Date | |

| | |
|------------|--|
| Acme | |
| Signature | |
| Print Name | |
| Date | |

2.0. Delivery of advertising and production Materials.

2.1. All advertising materials to be displayed ("Content") on the Digital location or Network ("Digital Network") shall at all time meet the specification guidelines provided by the Company from time to time ("Specifications") and shall comply with all applicable laws. All Content and materials furnished by Advertiser to Company (i) shall not be contrary to the public interest, (ii) shall conform to the Company's then existing programming and operating policies and standards, and (iii) are subject to Company's prior approval and continuing right to reject or cause Advertiser to edit the Content. Neither Company nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Advertiser's materials or Content.

2.2. (a) Advertiser shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Company at least ten (10) days prior to the Start Date shown on the contract. Subject to any Additional Charges specified on the Contract, Company shall, at its own cost, program and install the Content on the Digital Network on the Start Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Company may, in its sole discretion, (i) install the Content (ii) display substitute content of any type and install the Content on the Digital Network at a later date and when delivered by Advertiser to Company in conformity with the Specifications or (iii) terminate this contract. If this contract is terminated by the Company, Advertiser will pay to Company an amount equal to 100% of the Total Invoice Amount shown on the face of this contract as liquidated damages therefore.

Notwithstanding any failure on the part of Advertiser to comply with the requirements set forth in this Section 2.2., Advertiser shall timely make all payments set forth on the contract, commencing on the Start Date shown on the contract for the entire term hereof.
(b) Upon expiration of this contract, Company has the option to allow an automatic renewal of this Contract on a week-to-week basis unless Advertiser notifies Company in writing of non-renewal.

2.3. Advertiser acknowledges and agrees that Company has no right to control the materials, form or content of other networks, displays or advertising in the vicinity of a Digital Network and that Company shall, in its absolute discretion (but subject to any exclusivity otherwise granted herein to Advertiser), control the materials, form and content of all other advertising materials and content displays on the Digital Network without Advertiser having any right of consent or approval with respect thereto. The Digital Network shall at no time be deemed to be the property of Advertiser.

2.4. Company will provide Advertiser with a proof of performance report within ten (10) business days after the end of each campaign of this contract. Photographs will not be provided.

3.0. Obligations of the Company.

3.1. In the event of an emergency alert, Company may be required to display the alert. Advertiser agrees to allow the emergency alert to be displayed at no liability to Company. Company guarantees Content will be displayed an average of 92.5% of the Advertisers contracted time period during the total period contracted.

3.2. Company may reject any Content or other advertising material, art or copy, submitted by Advertiser for any reason. In addition, Company may require any Content or other advertising material, art or copy to be removed at anytime once posted.

3.3. Company retains exclusive control of the maintenance and operation of the Digital Network and the digital network structures on which they are displayed.

4.0. General.

4.1. Termination and Loss of Service.

(a) Any delay or failure by Company to perform hereunder as a result of force majeure, power interruptions, labor dispute, law, government action, warning or order, or similar causes beyond the Company's reasonable control, will not constitute a breach of contract, but Advertiser will be notified immediately and will be entitled, at its election, to service having a value based on circulation reasonably equivalent to the lost serve.

(b) Company may upon notice to Advertiser, terminate this contract at any time (i) upon material breach by Advertiser or (ii) if Company does not receive timely payment on billings. Upon such termination all unpaid, accrued charges hereunder will immediately become due and payable and Advertiser will pay, as liquidated damages, a sum equal to 100% of the Total Invoice Amount shown on the face of this contract.

4.2. Terms of Payment. Company will, from time to time at intervals following commencement of services, bill Advertiser at the address on the face hereof. Advertiser will pay Company in advance, payable no later than the fifth day of each four week billing period. If Advertiser fails to pay any invoice when due, in addition to amounts payable there under, Company will be promptly reimbursed its collection costs, including reasonable attorneys' fees, plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law.

4.3. Indemnification. Advertiser will hold Company harmless against all liability, including, without limitation, claims, demands, debts, obligations or changes, together with reasonable attorney's fees and disbursements arising out of a breach by Advertiser of this contract or arising out of the Content, advertising material, art or copy furnished by Advertiser.

4.4. Compliance.

(a) Company's obligations hereunder are subject to and subordinate to the terms and conditions of any applicable ground lease for digital network structure and/or billboards and other agreements, licenses and permits held by it and to applicable federal, state and local laws and regulations.

(b) All Content, advertising material, art or copy furnished by Advertiser hereunder will at all times comply with all applicable federal, state and local laws and regulations.

4.5. Entire Agreement. This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing, deemed given on the date of dispatch, and addressed to Advertiser and the Company at the addresses on the face hereof.

CONTRACT FOR DIGITAL OUTDOOR ADVERTISING

1.0. Parties and general terms and display and spots times.

| | |
|--------------------------|---|
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| Mailing Address | 100 N. Closner |
| City, State, Zip Code | Edinburg, TX 78539 |
| Contact Person | Ramon Garcia |
| Email Address | delia.garza@hchcd.org |
| Phone # | 956-383-6221 |
| Fax # | |
| Other | |

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| Market Name | Code/Panel No. | Term Period In Weeks | Other | Estimated Weekly Spots | Estimated Daily Spots | Rate Per Week | Contract Total |
|-----------------------------|----------------|----------------------|-------|------------------------|-----------------------|-----------------|-------------------|
| Edinburg | 01-131B | 4 weeks | | 9100 | 1300 | 375.00 | \$1,500.00 |
| Campaign Commences: | | 7/25/2012 | | Space Amount | | | |
| Campaign Ends: | | 8/22/2012 | | Production Charges * | | 0.00 | 0.00 |
| TOTAL INVOICE AMOUNT | | | | | | \$375.00 | \$1,500.00 |

*

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| | |
|------------|--------------|
| Advertiser | |
| Signature | |
| Print Name | Ramon Garcia |
| Date | |

| | |
|------------|--|
| Acme | |
| Signature | |
| Print Name | |
| Date | |

2.0. Delivery of advertising and production Materials.

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2.2. (a) Advertiser shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Company at least ten (10) days prior to the Start Date shown on the contract. Subject to any Additional Charges specified on the Contract, Company shall, at its own cost, program and install the Content on the Digital Network on the Start Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Company may, in its sole discretion, (i) install the Content, (ii) display substitute content of any type and install the Content on the Digital Network at a later date and when delivered by Advertiser to Company in conformity with the Specifications or (iii) terminate this contract. If this contract is terminated by the Company, Advertiser will pay to Company an amount equal to 100% of the Total Invoice Amount shown on the face of this contract as liquidated damages therefore.

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(b) Upon expiration of this contract, Company has the option to allow an automatic renewal of this Contract on a week-to-week basis unless Advertiser notifies Company in writing of non-renewal.

2.3. Advertiser acknowledges and agrees that Company has no right to control the materials, form or content of other networks, displays or advertising in the vicinity of a Digital Network and that Company shall, in its absolute discretion (but subject to any exclusivity otherwise granted herein to Advertiser), control the materials, form and content of all other advertising materials and content displays on the Digital Network without Advertiser having any right of consent or approval with respect thereto. The Digital Network shall at no time be deemed to be the property of Advertiser.

2.4. Company will provide Advertiser with a proof of performance report within ten (10) business days after the end of each campaign of this contract. Photographs will not be provided.

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4.3. Indemnification. Advertiser will hold Company harmless against all liability, including, without limitation, claims, demands, debts, obligations or changes, together with reasonable attorney's fees and disbursements arising out of a breach by Advertiser of this contract or arising out of the Content, advertising material, art or copy furnished by Advertiser.

4.4. Compliance.

(a) Company's obligations hereunder are subject to and subordinate to the terms and conditions of any applicable ground lease for digital network structure and/or billboards and other agreements, licenses and permits held by it and to applicable federal, state and local laws and regulations.

(b) All Content, advertising material, art or copy furnished by Advertiser hereunder will at all times comply with all applicable federal, state and local laws and regulations.

4.5. Entire Agreement. This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing, deemed given on the date of dispatch, and addressed to Advertiser and the Company at the addresses on the face hereof.



Back2 School Immunizations

Hidalgo County Health Dept.
956.383.6221



ACME
Static +
digital board.



Back² School

Immunizations

Hidalgo County Health Dept.

956.383.6221



ACME
Digital



Back2 School

Immunizations

Hidalgo County Health Dept.

956.383.6221



*ARME
DIGITAL*



Back² School Immunizations

Hidalgo County Health Dept.
956.383.6221



ACME-DIGITAL



Back2 School Immunizations

Hidalgo County Health Dept.

956.383.6221



*ACME-
DIGITAL*