



Motorola Solutions, Inc.

October 19, 2012

Mr. Sergio Cruz
County of Hidalgo
2818 S. Business Highway 281
Edinburg TX 78539

Dear Mr. Cruz:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #23355 are valid for contracts that are executed and returned to Motorola on or before **October 25, 2012**. This offer to finance further assumes that the attached "Financing Commitment Letter" will be signed and returned to the Lessor as specified in the Rate Lock section of the letter. It is acceptable to fax the commitment document to 847-538-4437 or scan and email to bill.stancik@motorolasolutions.com. Originals should be sent overnight to the address listed below.

After **10/25/12** the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates or pursue any remedies that are available under the terms of the Financing Commitment letter.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions, Inc.
Attn: Bill Stancik / 9th Floor
1303 E. Algonquin Rd
Schaumburg, IL 60196

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in black ink, appearing to read "Bill Stancik", with a stylized flourish at the end.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

Financing Commitment Letter

Lessor: Motorola Solutions, Inc.

Lessee: County of Hidalgo, TX

Amount Financed: \$7,991,778.66

Term: 10.21 years

Payment Terms: 10 Annual (arrears) payments of \$911,620.93. 1st payment due January 15, 2014, remaining 9 payments due annually thereafter (see attached Schedule B amortization)

Interest Rate: **2.374%**

**Execution date of:
Lease** on or before October 25, 2012

Documentation: Offer and commitment are predicated upon the use of mutually agreed upon documentation, subject to applicable state and local laws.

Rate Lock: In order to lock the interest rate, Lessee will need to execute this commitment letter and return it to the Lessor on or before 4:30 pm (cst) on 10/23/2012. The executed commitment letter can be faxed to 847-538-4437 or an electronic copy can be sent to bill.stancik@motorolasolutions.com. Upon receiving the executed commitment letter, the stated interest rate and the rate outlined in Equipment Lease-Purchase Agreement #23355 will be locked. Lessor may intend to protect itself from interest rate fluctuations by purchasing an interest rate swap for this transaction or use some other means to minimize its interest rate exposure. If for any reason the Lessee fails to enter into a Lease Agreement (containing the terms and conditions outlined herein) with the Lessor on or before October 25, 2012, the Lessee agrees to pay all costs associated with terminating the interest rate swap or any other costs the Lessor may have related to terminating this transaction.

Lessee Insurance: Lessee to be insured through a commercial carrier or self-insurance and provide evidence of coverage amount and type (fire and extended coverage, public liability and property damage insurance) as contractually required.

Fees or Closing Costs: None. However, the Lessee will be responsible for any of its own fees or expenses, or those of any attorneys, consultants or advisors it may engage.

Agreed and accepted this _____ day of October, 2012.

County of Hidalgo

By: _____

Title: _____

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address County of Hidalgo

Attention: _____

Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____

Fax: _____

7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23355

LESSEE:

County of Hidalgo
2818 S. Business Highway 281
Edinburg TX 78539

LESSOR:

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon delivery of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such

security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection,

purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or

both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of October 2012

LESSEE:

LESSOR:

COUNTY OF HIDALGO

MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Title: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement #23355 dated _____ by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for **COUNTY OF HIDALGO**

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 23355
Lease Number:**

This Equipment Schedule dated as of _____ is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and COUNTY OF HIDALGO (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23355 dated as of _____ ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: TX	

**Initial Term: 122.5 Months Commencement Date: 11/1/2012
First Payment Due Date: 1/15/2014**

10 annual payments of \$911,620.93 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

LESSOR:

COUNTY OF HIDALGO

Motorola Solutions, Inc.

By: _____

By: _____

Title: _____

Title: _____

EQUIPMENT LIST

4.1 DISPATCH EQUIPMENT

QTY	NOMENCLATURE	DESCRIPTION
		MASTER SITE LICENSE
1	SQM01SUM0200	MASTER SITE UPGRADE MODEL
1	CA00996AJ	ADD: NM/ZC LICENSE KEY 7.11
1	CA00997AJ	ADD: UCS LICENSE KEY 7.11
1	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
2	CA01588AA	ADD: ANTI-VIRUS SERVICE
		DISPATCH EQUIPMENT
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
2	CA01644AA	ADD: MCC 7500 ADV CONVL OPERATION
2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
2	CA00147AF	ADD: MCC 7500 SECURE OPERATION
2	CA00182AB	ADD: AES ALGORITHM
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DS019BLK	19" LCD, BLACK, NON-TOUCH
2	TT2538	Z420 LOW TIER WITH WINDOWS 7 (64-BIT)
2	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN WITH (6) 15A OUTLETS
4	B1912	MCC SERIES DESKTOP SPEAKER
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
4	B1913	MCC SERIES HEADSET JACK
4	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
8	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
2	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
2	DDN1245	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)
2	DDN1118	PCI EXPRESS SOUND BLASTER X-FI XTREME AUDIO
2	CDN6673	CREATIVE LABS INSPIRE A60
2	DSSMART1500	UPS,1500VA SMARTPRO TOWER LINE-INTERACTIVE 120V 6 OUTLET -



QTY	NOMENCLATURE	DESCRIPTION
		CONTROL STATIONS
3	M30URS9PW1 N	APX7500 SINGLE BAND 7/800 MID POWER
3	G806	ENH: ASTRO DIGITAL CAI OP APX
3	G51	ENH: SMARTZONE OPERATION APX
3	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
3	G361	ADD: P25 TRUNKING SOFTWARE
3	G442	ADD: APX O5 CONTROL HEAD
3	G444	ADD: CONTROL HEAD SOFTWARE
3	G66	ADD: DASH MOUNT 05
3	G89	ADD: NO RF ANTENNA NEEDED
3	W382	ADD: CONTROL STATION DESK GCAI MIC
3	G142	ADD: NO SPEAKER NEEDED
3	G91	ADD: CONTROL STATION POWER SUPPLY
3	W665	ADD: CONTROL STATION OPERATION
3	G843	ADD: AES ENCRYPTION APX
3	G996	ENH: OVER THE AIR PROVISIONING
3	W947	ADD: RS232 PACKET DATA INTERFACE
		CONTROL STATIONS DUAL BAND
1	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
1	G806	ENH: ASTRO DIGITAL CAI OP APX
1	G51	ENH: SMARTZONE OPERATION APX
1	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
1	G361	ADD: P25 TRUNKING SOFTWARE
1	G442	ADD: APX O5 CONTROL HEAD
1	G444	ADD: CONTROL HEAD SOFTWARE
1	G66	ADD: DASH MOUNT 05
2	G89	ADD: NO RF ANTENNA NEEDED
1	W382	ADD: CONTROL STATION DESK GCAI MIC
1	G142	ADD: NO SPEAKER NEEDED
1	G91	ADD: CONTROL STATION POWER SUPPLY
1	W665	ADD: CONTROL STATION OPERATION
1	G843	ADD: AES ENCRYPTION APX
1	GA00244	ADD: 7/800MHZ PRIMARY BAND
1	GA00308	ADD: VHF MP SECONDARY BAND
1	GA00579	ADD: ENABLE DUAL BAND OPERATION
1	G996	ENH: OVER THE AIR PROVISIONING
1	W947	ADD: RS232 PACKET DATA INTERFACE



QTY	NOMENCLATURE	DESCRIPTION
		NETWORK EQUIPMENT
1	CLN1836	2610-24 ETHERNET SWITCH
		CCGW FOR CONVENTIONAL RESOURCES
3	SQM01SUM0205	GGM 8000 GATEWAY
3	CA01616AA	ADD: AC POWER
3	CA01618AA	ADD: CONV CHAN GATEWAY
		TONE REMOTE ADAPTER
2	L3276AC	TONE REMOTE ADAPTER
2	DDN6340	GENERIC RADIO CABLE WITH UNTERMINATED BARE LEADS
2	DDN7066	REMOTE ADAPTER 120/220V AC POWER SUPPLY
1	DDN6335	RACKMOUNT SHELF
		4-WIRE BRIDGE
1	DS40200A208	BRIDGE SHELF WIRED FOR UP TO EIGHT 4WAY, 6-WAY, OR 8-WAY BRIDGE MODULE
8	DSX41685	4-WAY/4-WIRE ACTIVE BRIDGE
2	DSX416904	QUAD 2-WIRE TO 4-WIRE HYBRID
		GPS INTERFACING EQ
1	DDN9590	SSG140 FIREWALL W/2YR SUPPORT
1	CLN1836	2610-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
23	DVN1408C	ASTRO 25 MUPS LICENSE UP TO 50 SU
		7/800 CONSOLETTES
6	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
6	G806	ENH: ASTRO DIGITAL CAI OP APX
6	G51	ENH: SMARTZONE OPERATION APX
6	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
6	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTTE
6	G361	ADD: P25 TRUNKING SOFTWARE
6	G843	ADD: AES ENCRYPTION APX
6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
6	G90	ADD: NO MICROPHONE NEEDED
6	CA01598	ADD: AC LINE CORD US
6	G996	ENH: OVER THE AIR PROVISIONING
6	W947	ADD: RS232 PACKET DATA INTERFACE
6	HKN6233B	APX CONSOLETTTE RACK MOUNT KIT

QTY	NOMENCLATURE	DESCRIPTION
		CONTROL STATION ANTENNA ASSEMBLY
		7/800 ANTENNA ASSEMBLY
4	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
100	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
4	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
		CONTROL STATION COMBINERS
2	DSCS74860805SN	STANDARD CONTROL STATION COMBINER, 746-869 MHZ 8 CH.
		CONSOLETTA JUMPER
10	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
100	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
10	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
		MOBILE JUMPER (AT OPERATOR DESK)
4	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
720	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
4	TDN8810	1/2" TYPE N FEMALE CONNECTOR
4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
100	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
		VHF ANTENNA FOR DUAL BAND CONTROL STATION
1	DSSC225MSF3SNM	COLINEAR OMNIDIRECTIONAL, 0 DBD GAIN, 147-157 MHZ
		MAIN LINE
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	TDN9289	CABLE WRAP WEATHERPROOFING
75	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
1	DSVHF50HN	VHF COMB COAXIAL SURGE PROT- 100 TO 512 MHZ - N CONN - DC BLOCK
		LOWER JUMPER
1	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
200	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
1	TDN8810	1/2" TYPE N FEMALE CONNECTOR
		MOBILE JUMPER
1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
		UPS
1	DS917010D4N0016	UPS, 9170 12KVA/10KW, 16 MIN RUN

QTY	NOMENCLATURE	DESCRIPTION
		RACK AND POWER
1	TRN7343	SEVEN AND A HALF FOOT RACK
3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN WITH (6) 15A OUTLETS
1	DSTSJ100BT	SPD, RJ-48 CONNECTED FOR T1/E1, 10/100BT PROTECTS/PASSES ON ALL 8 PIN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
1	DSAPEXIMAX808M	240/120 1 PHASE TYPE-1 METAL ENCLOSURE
		WATSON FURNITURE
1	DQWATSONHIDALGO	6 POSITION WATSON FURNITURE OPTION A
		SPARES
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	TT2538	Z420 LOW TIER WITH WINDOWS 7 (64-BIT)
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	01009513001	PWR SPLY 108W AC INP 12VDC OUT W18
1	CLN1836	2610-24 ETHERNET SWITCH
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN WITH (6) 15A OUTLETS
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA01618AA	ADD: CONV CHAN GATEWAY
1	L3276AC	TONE REMOTE ADAPTER
1	DDN6340	GENERIC RADIO CABLE WITH UNTERMINATED BARE LEADS
1	DDN7066	REMOTE ADAPTER 120/220V AC POWER SUPPLY
1	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR
1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE



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4.2 SUBSCRIBER EQUIPMENT

QTY	NOMENGLATURE	DESCRIPTION
		APX 4000
168	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
168	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
168	G996	ADD: PROGRAMMING OVER P25 (OTAP)
168	QA00782	ENH: INTERNAL ACTIVATION AND GPS BA ENH: INTERNAL ACTIVATION AND GPS BA
168	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
168	Q947	ADD: PACKET DATA (IV&D AND RS232)
168	QA02749	ALT: IMPRES LI-ION 2300MAH
168	H885BK	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE
168	H842	ADD: SINGLE UNIT PACKAGING
168	H799	ADD: TEST RESULTS / RATED AUDIO PRI
168	PMNN4424AR	BATT IMP LI ION 2300M 2350T
168	PMMN4069A	IMPRESS RSM, 3.5MM AUDIO JACK
168	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC
168	PMLN6085A	APX2000/4000 SW LEATHER CARRY CASE2
1	WPLN4219A	IMPRES MUC W/DISPLAY - US/NA PLUG
		APX 7000
378	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
378	QA00569	ADD: 7/800MHZ PRIMARY BAND
378	QA00574	ADD: VHF SECONDARY BAND
378	QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD
378	QA00579	ADD: ENABLE DUAL BAND OPERATION
378	Q806	ADD: ASTRO DIGITAL CAI OPERATION
378	H38	ADD: SMARTZONE OPERATION
378	Q361	ADD: P25 9600 BAUD TRUNKING
378	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
378	G996	ADD: PROGRAMMING OVER P25 (OTAP)
378	Q947	ADD: RADIO PACKET DATA
378	QA00782	ADD: ENABLE INTERNAL GPS OPERATION
378	Q629	ENH: AES ENCRYPTION
378	Q58	ADD: 2 YR REPAIR SERVICE ADVANTAGE
378	H842	ADD: SINGLE UNIT PACKAGING
378	NNTN7038	BATT IMP STD IP67 LIION 2900M 3100T BLK
378	PMLN5324B	LEATHER CASE 2.75" SWL BL 2500MAH
378	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA
378	PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK
378	RLN4941A	RECEIVE ONLY EARPIECE W/TRANSLUCENT TUBE
1	NNTN7073B	IMPRESS CG MUD MACKINAW US/NA/CA/LA

QTY	NOMENCLATURE	DESCRIPTION
		APX 4500
123	M22URS9PW1 N	APX4500 7/800
123	B18	ADD: AUXILARY SPKR 7.5 WATT
123	G174	ADD: ANT 3DB LOW-PROFILE 762-870
123	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE
123	GA00229	ADD: GPS ACTIVATION
123	GA00226X	ADD: GPS ANTENNA
123	G996X	ENH: OVER THE AIR PROVISIONING
123	W947X	ADD: RS232 PACKET DATA INTERFACE
123	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
123	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
123	G799	ADD: PRINTED TEST RESULTS APEX
123	G444	ADD: CONTROL HEAD SOFTWARE
123	G66	ADD: DASH MOUNT 05
123	GA00804	APX 02 CONTROL HEAD
123	W22	ADD: PALM MICROPHONE
		APX 7500
481	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
481	GA00244	ADD: 7/800MHZ PRIMARY BAND
481	GA00308	ADD: VHF MP SECONDARY BAND
481	GA00579	ADD: ENABLE DUAL BAND OPERATION
481	G806	ENH: ASTRO DIGITAL CAI OP APX
481	G51	ENH: SMARTZONE OPERATION APX
481	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
481	G361	ADD: P25 TRUNKING SOFTWARE
481	G442	ADD: APX 05 CONTROL HEAD
481	G444	ADD: CONTROL HEAD SOFTWARE
481	G67	ADD: REMOTE MOUNT MID POWER
481	G174	ADD: ANT 3DB LOW-PROFILE 762-870
481	G629	1/4 WAVE BROADBAND ANT 146-174
481	W22	ADD: PALM MIC
481	B18	ADD: AUXILARY SPKR 7.5 WATT
481	G996	ENH: OVER THE AIR PROVISIONING
481	W947	ADD: RS232 PACKET DATA INTERFACE
481	GA00229	ADD: GPS ACTIVATION
481	GA00226	ADD: GPS ANTENNA
481	G843	ADD: AES ENCRYPTION APX
481	G78	ENH: 2 YR REPAIR SERVICE ADVANTAGE
481	G799	ADD: PRINTED TEST RESULTS APEX

QTY	NOMENCLATURE	DESCRIPTION
		APX 7500 FLASH UPGRADES
1	T7563	ANALOG SMARTZONE
12	GA00229AB	ENH: ENABLE GPS ACTIVATION APX7500
		APX 7500 CONSOLETTES FOR LAW
10	L30TSS9PW1 N	APX7500 CONSOLETTTE DUAL BAND MODEL
10	GA00244	ADD: 7/800MHZ PRIMARY BAND
10	GA00308	ADD: VHF MP SECONDARY BAND
10	GA00579	ADD: ENABLE DUAL BAND OPERATION
10	G806	ENH: ASTRO DIGITAL CAI OP APX
10	G51	ENH: SMARTZONE OPERATION APX
10	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
10	G361	ADD: P25 TRUNKING SOFTWARE
10	G996	ENH: OVER THE AIR PROVISIONING
10	W947	ADD: RS232 PACKET DATA INTERFACE
10	G843	ADD: AES ENCRYPTION APX
10	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
10	W382	ADD: CONTROL STATION DESK GCAI MIC
10	CA01598	ADD: AC LINE CORD US
10	G78	ENH: 2 YR REPAIR SERVICE ADVANTAGE
10	G799	ADD: PRINTED TEST RESULTS APEX
		ANTENNA FOR CONSOLETTES FOR LAW
		7/800 ANTENNA
10	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
10	DSMMK12	ANTENNA MOUNTING BRACKET
		MAIN LINE
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
10	TDN9289	CABLE WRAP WEATHERPROOFING
200	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
20	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
10	DSDSXL	DC BLOCK, HIGH POWER 700 TO 2200MHZ, N CONN FEMALE/FEMALE
		LOWER JUMPER
10	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1500	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
10	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
		VHF ANTENNA
10	DSSC225MSF3SNM	COLINEAR OMNIDIRECTIONAL, 0 DBD GAIN,147-157 MHZ

QTY	NOMENCLATURE	DESCRIPTION
		MAIN LINE
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
10	TDN9289	CABLE WRAP WEATHERPROOFING
200	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
20	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
10	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
10	DSVHF50HN	VHF COMB COAXIAL SURGE PROT- 100 TO 512 MHZ - N CONN - DC BLOCK
		LOWER JUMPER
10	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
1500	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
10	TDN8810	1/2" TYPE N FEMALE CONNECTOR
		APX 4500 CONTROL STATIONS NON-LAW
14	M22URS9PW1 N	APX4500 7/800
14	G24	ENH: 2 YR REPAIR SERVICE ADVANTAGE
14	G142	ADD: NO SPEAKER NEEDED
14	G91	ADD: CONTROL STATION POWER SUPPLY
14	W665	ADD: CONTROL STATION OPERATION
14	W382	ADD: CONTROL STATION DESK GCAI MIC
14	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
14	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
14	G996X	ENH: OVER THE AIR PROVISIONING
14	W947X	ADD: RS232 PACKET DATA INTERFACE
14	G444	ADD: CONTROL HEAD SOFTWARE
14	G66	ADD: DASH MOUNT 05
14	GA00804	APX O2 CONTROL HEAD
		ANTENNA FOR CONTROL STATIONS FOR NON-LAW
		7/800 ANTENNA
14	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
14	DSMMK12	ANTENNA MOUNTING BRACKET
		MAIN LINE
14	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
14	TDN9289	CABLE WRAP WEATHERPROOFING
280	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
28	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
14	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
		SURGE ARRESTOR
14	DSDSXL	DC BLOCK, HIGH POWER 700 TO 2200MHZ, N CONN FEMALE/FEMALE
		LOWER JUMPER
14	DDN9682	1/2" TYPE N MALE PLATED CONNECTOR
2100	DSAFSJ4RK50B	1/2" SUPERFLEX COAXIAL CABLE, 50 OHM, RISER RATED (FT)
14	TDN8810	1/2" TYPE N FEMALE CONNECTOR
14	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
210	L3579	CABLE: 1/4" FSJ, FLAME RETARD.JKT. 50-OHM
14	DSF1MU	1/4" MINI UHF MALE S FLEX CONNECTOR



4.3 M2 MASTER SITE

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0199	MASTER SITE CONFIGURATION
1	CA01428AD	ADD: 7.11 ZC/NM HW 24 SITES OR LESS
1	CA01429AD	ADD: 7.11 REDUNDANT HW 24 SITE/LESS
1	CA01770AA	ADD: DUAL COMMON PLATFORM HARDWARE MAX 24 SITES
1	CA01784AA	ADD: STORAGE DEVICE
1	CA01471AA	ADD: WINDOWS SUPPLEMENTAL TRANS CONFIG
1	QA01205AA	ENH: ASTRO 25 WITH IV&D
1	CA01223AA	ADD: HIGH AVAILABILITY ZC LICENSE
1	CA01723AA	ADD: BASELINE BACK UP
1	CA01395AA	ADD: 700/800 MIXED SITE OPERATION
10	CA01209AB	ENH: ASTRO 25 IV&D SITE
1	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
4	CA01208AA	ENH: 500 RADIO USER LICENSES
2	Z13AG	ENH: UNIFIED NETWORK CONFIGURATOR (UNC)
2	Z802AF	ENH: USER CONFIGURATION MANAGER (UCM)
2	CA01224AB	ENH: UNIFIED EVENT MANAGER (UEM)
1	D999AL	ENH: SECURITY PARTITIONING
2	D52AJ	ENH: ZONEWATCH
2	DA00148AG	ENH: ZONE HISTORICAL REPORTS
2	Z801AM	ENH: RADIO CONTROL MANAGER
1	CA01720AA	ADD: ANTI-VIRUS SERVICE (SERVERS)
10	CA01588AA	ADD: ANTI-VIRUS SERVICE
1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	T7702	ASTRO 7.11 CLIENT APPLICATION SOFTWARE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
1	SQM01SUM0189	SRC7500 SWITCHING ROUTING CENTER (7.5 - 7.12)
1	CA01420AA	ADD: DUAL CORE LAN 1-24 SITES
1	CA01345AA	ADD: DUAL GATEWAY ROUTERS STANDARD
1	CA01425AA	ADD: RED CORE ROUTER 1-24 SITES CWR
1	CA01361AA	ADD: GGSN
1	T7472	SWITCH ROUTER TERMINAL SERVER SW
1	CLN1836	2610-24 ETHERNET SWITCH
1	SQM01SUM0197	PACKET DATA GATEWAY (RACKMOUNT SERVER)
1	CA01621AA	ADD: PDG SOFTWARE FOR INTEGRATED VOICE & DATA
1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
2	ST6017B	S6000 4 PORT ULTRAWAN II MODULE
1	CLN1836	2610-24 ETHERNET SWITCH



QTY	NOMENCLATURE	DESCRIPTION
1	THN1013	RACK 7.5' OPEN
4	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
1	DVN4046	MASTER SYSTEM KEY STARTER KIT
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	T7290	ASTRO PRESENCE NOTIFIER APPLICATION
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	DVN1408C	ASTRO 25 MUPS LICENSE UP TO 50 SU
1	DLN6673C	ASTRO25 LOCATION SYSTEM SOLUTION CD
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	T7228	TEXT MESSAGING SERVICES SERVER APPLICATION
1	CA01514AA	ADD: TMS SERVER STANDARD EDITION
1	CA01516AA	ADD: MS SQL SERVER SOFTWARE
1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
1	RVN5224J	CPS R05.01.00 ASTRO DIG APX POR MOB
1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT
1	T7688	KEY MANAGEMENT FACILITY
1	ZA00860AA	ADD: KMF SERVER AND CLIENT SOFTWARE
1	SQM01SUM0134	KEY MANAGEMENT FACILITY ENCRYPTION
1	CA00147AB	ADD: BASIC SOFTWARE OPTION
1	CA00182AC	ADD: AES ENCRYPTION KIT
1	TT2310	KMF G6 SERVER NON-RETURNABLE
1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
2	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
5	T7537	KVL 4000 KEYLOADER
5	U239AD	ADD: ASTRO 25 MODE
5	CA01598AA	ADD: AC LINE CORD US
5	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
5	C543	ADD: CABLE FOR RNC, DIU, MGE
5	C724	CABLE, KEYLOAD



QTY	NOMENCLATURE	DESCRIPTION
5	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE
5	C954	ADD: CABLE FOR SPECTRA/SPECTRO
5	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
5	CA01803	ADD: KVL 4000 SLEEVE COVER
5	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
5	WPLN6905A	APX7000 KEYLOAD RS-232 CABLE
5	TKN8531C	MOBILE KEYLOAD CABLE (RNC DUI MGEG)
5	WPLN6904A	KEYLOAD CABLE FOR APX7000
1	T7376	JUNIPER/FIREWALL GATEWAY
1	DSFAP17BLK	17" NEC LCD, BLACK, NON-TOUCH MONITOR, W/ ADJ STAND
1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
1	DSF1DA108Z	PRO3 8-PORT KVM SWITCH PS2 & USB IN/OUT
4	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES - KVM CABLE
4	DSF1D940006	PRO3 OR QUAD-BUS KVM SWITCH ALL-IN-ONE KVM CABLE KIT, PS/2, 6FT.
1	DSRM691	KEYBOARD MONITOR SHELF
1	DSRM385	19" SLIDING PIVOTING KEYBOARD W/MOUSE TRAY
1	TDN8533	RACK MOUNT SHELF 19 INCH
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE

QTY	NOMENCLATURE	DESCRIPTION
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	SQM01SUM0200	MASTER SITE UPGRADE MODEL
1	CA00996AJ	ADD: NM/ZC LICENSE KEY 7.11
1	CA00997AJ	ADD: UCS LICENSE KEY 7.11
1	CA01238AA	ENH: EMAIL ALARM NOTIFICATIONS
1	ZA00151AG	ENH: AFFILIATION USER REPORTS
1	ZA00149AD	ENH: DYNAMIC REPORTS

4.4 M2-M3 UPGRADE

QTY	NOMENCLATURE	DESCRIPTION
2	CLN1838	FRU: 3500-48 ETHERNET SWITCH
1	CLN1837A	620 REDUNDANT/EXTERNAL POWER SUPPLY
2	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE
1	ST6202	SRC 24 PORT T1/E1EXP II
1	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CLN1836	2610-24 ETHERNET SWITCH
1	CLN1838	FRU: 3500-48 ETHERNET SWITCH
1	CLN1836	2610-24 ETHERNET SWITCH
1	CLN1837A	620 REDUNDANT/EXTERNAL POWER SUPPLY
1	CLN8489	48 PORT TERMINAL SERVER
1	ST6018	S6000 12 PORT T1/E1 II MODULE
1	T7380	CO-OP WAN ROUTER RELAY PANEL
1	ST6011	S6000 4-PORT FLEXWAN MODULE
1	DKN6144A	ASSY,CBL,3 FT,RELAY PNL,CWR,S6000
1	DDN1073	DL360 VIRTUAL SERVER - NO OS NON-RETURNABLE
1	DLN6744	300 GB SAS HARD DISK DRIVE

County of Hidalgo (Schedule B)

Compound Period: Annual

Nominal Annual Rate ... : 2.374 %
 Effective Annual Rate .. : 2.374 %
 Periodic Rate : 2.3740 %
 Daily Rate : 0.00650 %

CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	11/01/2012	7,991,778.66	1		
2 Payment	01/15/2014	911,620.93	10	Annual	01/15/2023

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 11/01/2012				7,991,778.66
2012 Totals	0.00	0.00	0.00	
1 01/15/2014	911,620.93	229,634.87	681,986.06	7,309,792.60
2014 Totals	911,620.93	229,634.87	681,986.06	
2 01/15/2015	911,620.93	173,534.48	738,086.45	6,571,706.15
2015 Totals	911,620.93	173,534.48	738,086.45	
3 01/15/2016	911,620.93	156,012.30	755,608.63	5,816,097.52
2016 Totals	911,620.93	156,012.30	755,608.63	
4 01/15/2017	911,620.93	138,074.16	773,546.77	5,042,550.75
2017 Totals	911,620.93	138,074.16	773,546.77	
5 01/15/2018	911,620.93	119,710.15	791,910.78	4,250,639.97
2018 Totals	911,620.93	119,710.15	791,910.78	
6 01/15/2019	911,620.93	100,910.19	810,710.74	3,439,929.23
2019 Totals	911,620.93	100,910.19	810,710.74	
7 01/15/2020	911,620.93	81,663.92	829,957.01	2,609,972.22
2020 Totals	911,620.93	81,663.92	829,957.01	
8 01/15/2021	911,620.93	61,960.74	849,660.19	1,760,312.03
2021 Totals	911,620.93	61,960.74	849,660.19	
9 01/15/2022	911,620.93	41,789.81	869,831.12	890,480.91
2022 Totals	911,620.93	41,789.81	869,831.12	
10 01/15/2023	911,620.93	21,140.02	890,480.91	0.00
2023 Totals	911,620.93	21,140.02	890,480.91	

County of Hidalgo (Schedule B)

Date	Payment	Interest	Principal	Balance
Grand Totals	9,116,209.30	1,124,430.64	7,991,778.66	

INITIAL INSURANCE REQUIREMENT: \$7,991,778.66

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

COUNTY OF HIDALGO

LESSOR:

Motorola Solutions, Inc.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the **COUNTY OF HIDALGO**, an entity duly organized and
existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the
date hereof, the individuals named below are the duly elected or appointed officers of such entity holding
offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their
respective names and titles are their true and authentic signatures and (ii) such officers have the authority on
behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23355** dated
_____, and Schedule A number **23355** dated _____, between **COUNTY OF HIDALGO** and Motorola
Solutions, Inc. .

Name

Title

Signature

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **COUNTY OF HIDALGO**,
hereto this _____ day of _____, 2012.

By: _____
(Signature of Secretary/Clerk)

SEAL

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23355 dated _____ to that certain Equipment Lease Purchase Agreement number 23355 dated _____ will be maintained by the **COUNTY OF HIDALGO** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number 23355 dated _____.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone and fax numbers of insurance provider

Email address of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number 23355 , **COUNTY OF HIDALGO**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Lessee:

COUNTY OF HIDALGO

By: _____

Its: _____

Date: _____

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **COUNTY OF HIDALGO**?

3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Lessee: **COUNTY OF HIDALGO**

By: _____

Its: _____

Date: _____

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: _____

Lease Schedule A Date: _____

Equipment Lease Purchase Agreement No.: 23355 Lease Schedule A No. : 23355

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23355 dated _____. See Schedule A for a detailed Equipment List.

LESSEE:

COUNTY OF HIDALGO

By: _____

Date: _____

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on _____, 2012 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule dated as of _____, 2012, between **COUNTY OF HIDALGO**(Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf sith such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

Authorized Individual(s): _____
Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: _____ **Attested By:** _____

Name and Title : _____ **Name and Title:** _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name County of Hidalgo		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address) 2818 S. Business 281		Room/suite	4 Report number (For IRS Use Only) 3
5 City, town, or post office, state, and ZIP code Edinburg TX 78539		6 Date of issue 11/1/2012	
7 Name of issue Equipment Lease-Purchase #23355		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person ()	

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	7,771,502.16
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>
If obligations are BANs, check only box 19b		<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/15/23	\$ 7,771,502.16	\$	10.21 years	2.896 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	7,771,502.16
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . ► _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . ► _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . ► _____

34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37a | | |
- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
 - b Enter the final maturity date of the GIC ▶ _____
 - 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units
 - b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____
 - 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
 - 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
 - 40 If the issuer has identified a hedge, check box

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	Date	▶ _____ Type or print name and title	
Paid Preparer's Use Only	Preparer's signature ▶ _____	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code ▶ _____		EIN : _____	
			Phone no. () _____	