RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

relating to

AUTHORIZING THE EXECUTION AND DELIVERY OF A
SALE/MAINTENANCE AGREEMENT WITH XEROX
CORPORATION FOR CERTAIN PRINTING EQUIPMENT

Resolution No. 2007- M-01

WHEREAS, Orange County, Florida (the "County") has various capital equipment needs from time to time which must be acquired in order to assist the County with maintaining and protecting the health, safety, and welfare of the citizens of the County; and

WHEREAS, the most efficient and cost-effective method of acquiring the capital equipment is through an installment sale financing arrangement with Xerox Corporation; and

WHEREAS, the payments to be made under the installment sale financing arrangement shall be made solely from legally available funds budgeted and appropriated by the County, the County shall never use or be required to use its ad valorem taxing power for the payments due under the installment sale financing arrangement, and the County's payment obligations under the installment sale financing arrangement shall not constitute a direct obligation of the County or a pledge of its faith and credit;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

SECTION 1. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"Board" means the Board of County Commissioners of Orange County, Florida.

"County" means Orange County, Florida.
"County Administrator" means the County Administrator, and in his or her absence or unavailability, any other persons who may be duly authorized to act on the County Administrator's behalf.

"Equipment" means the capital equipment to be acquired by the County from time to time pursuant to the terms and provisions of the Sale/Maintenance Agreement.

"Sale/Maintenance Agreement" shall mean the Sale/Maintenance Agreement to be executed between the County and the Vendor, the substantial form of which is attached hereto as Exhibit A.

"Resolution" shall mean this Resolution enacted by the Board on the date hereof, as it may be amended and supplemented from time to time.

"Vendor" shall mean Xerox Corporation, its successors and assigns.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Resolution.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. AUTHORIZING THE ACQUISITION OF THE EQUIPMENT. The County hereby authorizes and empowers the acquisition, from time to time, of Equipment pursuant to the terms and provisions of the Sale/Maintenance Agreement.

SECTION 3. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE SALE/Maintenance AGREEMENT. The County hereby authorizes and directs the County Administrator to execute the Sale/Maintenance Agreement and to deliver it to the Vendor. The Sale/Maintenance Agreement shall be in substantially the form attached hereto as Exhibit A with such changes, amendments, modifications, omissions and additions, including the date of such Sale/Maintenance Agreement, as may be approved by the County Administrator. Execution by the County Administrator of the Sale/Maintenance Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 4. DELEGATION OF AUTHORITY. The County Administrator is hereby authorized and directed to take all action required under the Sale/Maintenance Agreement to accomplish the acquisition of Equipment from time to time for the benefit of the County.

SECTION 5. TAXING POWER NOT PLEDGED. The County's payment obligations under the provisions of the Sale/Maintenance Agreement shall not be deemed to constitute a pledge of the faith and credit of the County, but shall be payable from the legally available funds budgeted and appropriated in the manner provided in the Sale/Maintenance Agreement. The execution of the Sale/Maintenance
Agreement shall not directly, indirectly or contingently obligate the County to levy or to pledge any form of ad valorem taxation whatever therefore. The Vendor shall never have the right to compel any exercise of the ad valorem taxing power on the part of the County to pay make any payments under the Sale/Maintenance Agreement.

SECTION 6. ALTERNATIVE METHOD. This Resolution shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Resolution, being necessary for the health, safety, and welfare of the citizens of the County, shall be liberally construed to effect the purposes hereof.

SECTION 7. GENERAL AUTHORITY. The Board and the officers, attorneys and other agents or employees of the County are hereby authorized to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 8. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution which shall remain in full force and effect.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a meeting this 9th day of January, 2007.

Orange County, Florida
By Board of County Commissioners

Attest: Martha O. Haynie, Orange County Comptroller as ex officio Clerk to the Board of County Commissioners

By: Deputy Clerk
EXHIBIT A

FORM OF LEASE AGREEMENT
# Orange County Breakdown of Costs for Xerox Equipment on State IT Contract 250-000-03-1

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Xerox 6115 print module</td>
<td>$166,440</td>
<td>$164,887</td>
<td>$2,748.11</td>
<td>$2,040</td>
<td>$2,864</td>
<td>$4,788.11</td>
<td>$4,788.11*</td>
</tr>
<tr>
<td>DT-CNTL6 61xx</td>
<td>$39,900</td>
<td>$37,201</td>
<td>$620.01</td>
<td>$180</td>
<td>$198</td>
<td>$800.01</td>
<td>YOUR COST $800.01</td>
</tr>
<tr>
<td>PPS2MKR PPS MAKEREADY</td>
<td>$17,100</td>
<td>$16,860</td>
<td>$281.00</td>
<td>$100</td>
<td>$248</td>
<td>$381.00</td>
<td>YOUR COST $381.00</td>
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<tr>
<td>FFPC01 FREEFLOW PC</td>
<td>$9,495</td>
<td>$8,845</td>
<td>$147.41</td>
<td>$0</td>
<td>$28</td>
<td>$147.41</td>
<td>YOUR COST $147.41</td>
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<tr>
<td>SCAN665C FREEFLOW SCAN</td>
<td>$26,600</td>
<td>$25,300</td>
<td>$421.66</td>
<td>$100</td>
<td>$187</td>
<td>$521.66</td>
<td>YOUR COST $521.66</td>
</tr>
<tr>
<td>Totals</td>
<td>$259,535</td>
<td>$253,093</td>
<td>$4,218.19</td>
<td>$2,420</td>
<td>$3,525</td>
<td>$6,638.19</td>
<td>YOUR COST $4,218.20</td>
</tr>
<tr>
<td>Monthly Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$51.71 mo.</td>
<td>$2,420.00</td>
</tr>
</tbody>
</table>

*ADD Training and Consulting to this figure

Training and Consulting $3,103.00

Total $6,689.90 mo.

The cash price to Orange County is $253,093 for the Xerox equipment stated above. The cash price does not include the monthly maintenance amount.
### Xerox Corporation
**Information Technology Hardware**
**Production Printers Warranty and Service**
**As of April 22, 2004**

<table>
<thead>
<tr>
<th>Market Code</th>
<th>Product Description</th>
<th>Monthly Maint. Charge</th>
<th>Annual Maint. Charge</th>
<th>Black Per Impression Charge</th>
<th>Color Per Impression Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>10B-T/HUB</td>
<td>-- 10 Base T to ThinNet Hub Kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EC-FSTNET</td>
<td>-- 3 COM PCI Fast Ethernet NIC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EC-HWSWUP</td>
<td>-- ECPM JM 1.3 HWSW UPG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FKF</td>
<td>-- 128 Mb Mem. Module</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FKG</td>
<td>-- 18.2 GB Disk Drive</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EC-TOKRNG</td>
<td>-- IBM PCI Token-Ring NIC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DocuTech 6100 Publisher**

- **Model:** DocuTech 6100 Publisher
- **Price:** $264
- **Monthly Charge:** $3,168
- **Color Per Impression Charge:** 0.0065

**Accessories**

- **6135INT** -- Interposer 2 Tray
  - **Price:** $116
  - **Monthly Charge:** $1,386

- **61353T1** -- Interposer 3 tray
  - **Price:** $116
  - **Monthly Charge:** $1,386

- **DTBYPAS1** -- Bypass Transport
  - **Price:** $110
  - **Monthly Charge:** $1,320

- **DTFIN1** -- Finisher
  - **Price:** $0
  - **Monthly Charge:** $0

- **6115PM** -- DocuTech 6115 Publisher
  - **Price:** $264
  - **Monthly Charge:** $3,168

**Accessories**

- **6135INT** -- Interposer 2 Tray
  - **Price:** $116
  - **Monthly Charge:** $1,386

- **DTBYPAS1** -- Bypass Transport
  - **Price:** $110
  - **Monthly Charge:** $1,320

- **DTFIN1** -- Finisher
  - **Price:** $0
  - **Monthly Charge:** $0

- **6135PM-1** -- DocuTech 6135 Publisher
  - **Price:** $737
  - **Monthly Charge:** $8,844

**Accessories**

- **DTBYPAS1** -- Bypass Transport
  - **Price:** $110
  - **Monthly Charge:** $1,320

- **DTFIN1** -- Finisher
  - **Price:** $0
  - **Monthly Charge:** $0

- **6135INT** -- Interposer 2 Tray
  - **Price:** $116
  - **Monthly Charge:** $1,386

**6155PM** -- DocuTech 6155 Publisher

- **Price:** $2,255
- **Monthly Charge:** $27,060
- **Color Per Impression Charge:** 0.0065

**Accessories**

- **DTBYPAS3** -- Bypass Transport
  - **Price:** $110
  - **Monthly Charge:** $1,320

- **DTFIN3** -- Finisher
  - **Price:** $0
  - **Monthly Charge:** $0

- **6180INT** -- Interposer 2 Tray
  - **Price:** $116
  - **Monthly Charge:** $1,386

**6180PM-1** -- DocuTech 6180 Publisher

- **Price:** $2,255
- **Monthly Charge:** $27,060
- **Color Per Impression Charge:** 0.0065

**Accessories**

- **DTBYPAS3** -- Bypass Transport
  - **Price:** $110
  - **Monthly Charge:** $1,320

- **DTFIN3** -- Finisher
  - **Price:** $0
  - **Monthly Charge:** $0

- **6180INT** -- Interposer 2 Tray
  - **Price:** $116
  - **Monthly Charge:** $1,386

**6100, 6135, 6180 Controllers**

- **Model:** UltraSparc3, flat screen monitor,
# Sale / Maintenance Agreement

**Full Legal Name:**
Customer Name (Bill to): COUNTY OF ORANGE
DBA/Name Overflow: GRAPHIC REPRODUCTION
Street Address: 3907 FORRESTAL AVE
Box/#/Routing: 
City, State: ORLANDO, FL
Zip Code: 32806

**Tax ID#**
Customer Name (Install): COUNTY OF ORANGE
DBA/Name Overflow (if req’d): 
Installed at Street Address: 201 S ROSALIND AVE
Floor/Room/Routing: 3RD FLOOR
City, State: ORLANDO, FL
Zip Code: 32802
County Installed In: ORANGE
Customer Requested Install Date: 12/15/2006

## Cash Sale/Installment Sale - Payment Information

<table>
<thead>
<tr>
<th>Product (with serial number, if in place equipment)</th>
<th>Qty</th>
<th>Prev.</th>
<th>Install</th>
<th>Interm</th>
<th>Wait</th>
<th>List Price (Total)</th>
<th>Down Payment</th>
<th>Discount (Inc. Trade-in)</th>
<th>Net Price (Total)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6115PM PRT MOD. 1OB-THUB, DTPN1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>166,440.00</td>
<td>1,553.00</td>
<td>164,887.00</td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,300.00</td>
<td>197.00</td>
<td>3,103.00</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,000.00</td>
<td>0.00</td>
<td>1,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>400,000</td>
<td>5,000.00</td>
<td>400,000</td>
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</tr>
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</table>

$2,799.82 : INSTALLMENT SALE PAYMENT (excl. of applicable taxes)

## Maintenance Agreement Price Information

### Adjustment Period (Maintenance Agreement Only)

<table>
<thead>
<tr>
<th>Period A - Mos. Affected</th>
<th>Period B - Mos. Affected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Periodic Base Charge:</td>
<td>Periodic Base Charge:</td>
</tr>
<tr>
<td>Prin. Charge Meter 1:</td>
<td>Prin. Charge Meter 1:</td>
</tr>
<tr>
<td>Print Charge Meter 1:</td>
<td>Print Charge Meter 1:</td>
</tr>
<tr>
<td>Print Charge Meter 2:</td>
<td>Print Charge Meter 2:</td>
</tr>
<tr>
<td>Print Charge Meter 3:</td>
<td>Print Charge Meter 3:</td>
</tr>
<tr>
<td>Print Charge Meter 4:</td>
<td>Print Charge Meter 4:</td>
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<tr>
<td>Weighted Min. of Prints</td>
<td>Weighted Min. of Prints</td>
</tr>
<tr>
<td>(based on Meter 1 Print Charges)</td>
<td>(based on Meter 1 Print Charges)</td>
</tr>
</tbody>
</table>

### Trade-In Allowance

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model/Serial #</th>
<th>Final Principal Payment #</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>XEROX</td>
<td>6115/H2LG10083</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Allowance = $0

### Total Allowance Applied

- Trade-In Equip. Balance: $0
- Price of Replacement Equip.: $0

## Agreement Presented By:

Xerox Name: Brad S. Gilman
Phone: 407-418-5654
FOR AUTHORIZED HQ INTERNAL USE ONLY:

**Acceptance:**
Xerox Corportion

**By:** (Signature of Authorized Signer)

**Title:**

**Worksheet:**
[www.xerox.com](http://www.xerox.com)

---

**XEROX**

- State: Florida
- Date: 12/6/2006
- Page 1 of 12

---

**Xerox Form #: 51858 (03/2005)**
SALE / MAINTENANCE AGREEMENT (Additional Products)

Full Legal Name
Customer Name (Bill to) COUNTY OF ORANGE
DBA/Name Overflow GRAPHIC REPRODUCTION

Date of Customer Signature on Attached Agreement
Customer Name (Install) COUNTY OF ORANGE
DBA/Name Overflow (if req’d)
Installed at Street Address 201 S ROSALIND AVE
Floor/Room/Routing 3RD FL
City, State ORLANDO, FL
Zip Code 32802-
County Installed In Orange
Customer Requested Install Date: 12/15/2006

Cash Sale/Installment Sale - Payment Information

<table>
<thead>
<tr>
<th>Product (with serial number, if in place equipment)</th>
<th>Qty</th>
<th>Prev Install</th>
<th>Fin’l Intern</th>
<th>Warr # mo</th>
<th>List Price (Total)</th>
<th>Down Payment</th>
<th>Total Discount (Inc. Trade-In)</th>
<th>Net Price (Total)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DT-CNTL6 61XX X86 CONTROLLER</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>$39,901.00</td>
<td>$2,700.00</td>
<td></td>
<td>$37,201.00</td>
</tr>
<tr>
<td>1)DT115PPM</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$ 620.01 INSTALLMENT SALE PAYMENT (excl. of appl. taxes)

Maintenance Agreement Price Information

<table>
<thead>
<tr>
<th>Adjustment Period (Maintenance Agreement Only)</th>
<th>Period A - Mos. Affected</th>
<th>Period B - Mos. Affected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Periodic Base Charge</td>
<td>$180.00</td>
<td></td>
</tr>
<tr>
<td>Print Charge Meter 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prints 1 -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prints 2 -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Periodic Min. # of Prints (based on Meter 1 Print Charges)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Purchased Supplies | Cash | Fin’d

<table>
<thead>
<tr>
<th>Reorder #</th>
<th>Qty</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Trade-In Allowance

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model/ Serial #</th>
<th>Final Principal Payment #</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>XEROX</td>
<td>HDD000001</td>
<td>61</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Allowance = $

Total Allowance Applied to:

- Trade-In Equip. Balance: $ 
- Price of Replacement Equip.: $ 

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Worksheet: E68007 Unit 2 11/27/2006 10:35:05

www.xerox.com
SALE / MAINTENANCE AGREEMENT (Additional Products)

Full Legal Name
Customer Name (Bill to) COUNTY OF ORANGE
DBA/Name Overflow GRAPHIC REPRODUCTION

Date of Customer Signature on Attached Agreement
Customer Name (Install) COUNTY OF ORANGE
DBA/Name Overflow (if req'd)
Installed at Street Address 201 S ROSALIND AVE
Floor/Room/Routing 3RD FL
City, State ORLANDO, FL
Zip Code 32802-
County Installed In Orange
Customer Requested Install Date 12/15/2006

Cash Sale/Installment Sale - Payment Information

<table>
<thead>
<tr>
<th>Product (with serial number, if in place equipment)</th>
<th>Qty</th>
<th>Prev Install</th>
<th>Fin'Term</th>
<th>Warr # mo</th>
<th>List Price</th>
<th>Down Payment</th>
<th>Total Discount (inc Trade-in)</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPS2MKRC PPS MAKEREADY</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>$17,000.00</td>
<td>$240.00</td>
<td>$16,860.00</td>
<td></td>
</tr>
</tbody>
</table>

$ 281.00 INSTALLMENT SALE PAYMENT (excl. of applic taxes)

Payment Frequency Monthly
Payment Mode Advance Arrears

Maintenance Agreement Price Information

<table>
<thead>
<tr>
<th>Adjustment Period (Maintenance Agreement Only)</th>
<th>Period A - Mon. Affected</th>
<th>Period B - Mon. Affected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Periodic Base Charge</td>
<td>$100.00</td>
<td>$</td>
</tr>
<tr>
<td>Print Charge Meter 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prints 1 -</td>
<td>+</td>
<td>$</td>
</tr>
<tr>
<td>Prints -</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Print Charge Meter 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prints 1 -</td>
<td>+</td>
<td>$</td>
</tr>
<tr>
<td>Periodic Min. # of Prints (based on Meter 1 Print Charges)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Purchased Supplies Cash Fin'd

<table>
<thead>
<tr>
<th>Reorder #</th>
<th>Qty</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>Total Price =</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Trade-In Allowance

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model/ Serial #</th>
<th>Principal Payment</th>
<th>Final Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>XEROX</td>
<td>UW70001403</td>
<td>61</td>
<td>$</td>
</tr>
<tr>
<td>Total Allowance Applied to</td>
<td>Trade-In Equip. Balance:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Price of Replacement Equip.:</td>
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<td>$</td>
<td></td>
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</tbody>
</table>

K-16 Billing Suspension

<table>
<thead>
<tr>
<th>Description</th>
<th>Months affected</th>
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<tbody>
<tr>
<td>Run Length Plan</td>
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<tr>
<td>Per-Foot Pricing</td>
<td></td>
</tr>
<tr>
<td>Extended Service Hours</td>
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</tbody>
</table>

Additional Options (check all that apply)

<table>
<thead>
<tr>
<th>Description</th>
<th>0 mo.</th>
<th>0 / year</th>
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</thead>
<tbody>
<tr>
<td>Std. Maint. Agrmt.:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FOR AUTHORIZED HQ INTERNAL USE ONLY.
Worksheet: E68007 Unit: 3 11/27/2006 10:35:05
www.xerox.com

Xerox Form# 51858-1 (05/2005) 11/27/2006 Page 3 of 12
SALE / MAINTENANCE AGREEMENT (Additional Products)

Full Legal Name
Customer Name (Bill to) COUNTY OF ORANGE
DBA/Name Overflow GRAPHIC REPRODUCTION

Date of Customer Signature on Attached Agreement
Customer Name (Install) COUNTY OF ORANGE
DBA/Name Overflow (if req'd)
Installed at Street Address 201 S ROSALIND AVE
Floor/Room/Routing 3RD FL
City, State ORLANDO, FL
Zip Code 32802-
County Installed In Orange
Customer Requested Install Date 12/15/2006

Cash Sale/Installment Sale - Payment Information

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Prev Install</th>
<th>Fin Interm</th>
<th>Warr #</th>
<th>List Price</th>
<th>Down Payment</th>
<th>Total Discount</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>FPPC02 FREEFLOW PC</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>9,495.00</td>
<td>650.00</td>
<td>8,845.00</td>
<td></td>
</tr>
</tbody>
</table>

Payment Frequency: Monthly
Payment Mode: Other

Maintenance Agreement Price Information

<table>
<thead>
<tr>
<th>Print Charge Meter 1</th>
<th>Print Charge Meter 2</th>
<th>Print Charge Meter 3</th>
<th>Print Charge Meter 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Periodic Min.# of Prints</td>
<td>Periodic Min.# of Prints</td>
<td>Periodic Min.# of Prints</td>
<td>Periodic Min.# of Prints</td>
</tr>
<tr>
<td>Periodic Base Charge</td>
<td>Periodic Base Charge</td>
<td>Periodic Base Charge</td>
<td>Periodic Base Charge</td>
</tr>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Adjustment Period (Maintenance Agreement Only)

<table>
<thead>
<tr>
<th>Period A - Min. Affected</th>
<th>Period B - Min. Affected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period A - Min. Affected</td>
<td>Period A - Min. Affected</td>
</tr>
<tr>
<td>Period B - Min. Affected</td>
<td>Period B - Min. Affected</td>
</tr>
<tr>
<td>Period A - Min. Affected</td>
<td>Period A - Min. Affected</td>
</tr>
<tr>
<td>Period B - Min. Affected</td>
<td>Period B - Min. Affected</td>
</tr>
</tbody>
</table>

Application Software

<table>
<thead>
<tr>
<th>Software Title</th>
<th>Initial License Fee</th>
<th>Annual Renewal Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Trade-In Allowance

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model/ Serial #</th>
<th>Final Principal Payment</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>XEROX</td>
<td>UW8706699</td>
<td>61</td>
<td>$</td>
</tr>
</tbody>
</table>

K-16 Billing Suspension

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
</table>

Additional Options (check all that apply)

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
</table>

FOR AUTHORIZED HQ INTERNAL USE ONLY:
Worksheet: E68007 Unit 4 11/27/2006 10:35:05
www.xerox.com

Xerox Form# 51858-1 (05/2005) 11/27/2006 Page 4 of 12
SALE / MAINTENANCE AGREEMENT (Additional Products)

Full Legal Name
Customer Name (Bill to) COUNTY OF ORANGE
DBA/Name Overflow GRAPHIC REPRODUCTION

Date of Customer Signature on Attached Agreement
Customer Name (Install) COUNTY OF ORANGE
DBA/Name Overflow (if req'd)
Installed at Street Address 201 S ROSALIND AVE
Floor/Room/Roofing 3RD FL
City, State ORLANDO, FL
Zip Code 32802-
County Installed In Orange
Customer Requested Install Date 12/15/2006

Cash Sale/Installment Sale - Payment Information

<table>
<thead>
<tr>
<th>Product (with serial number, if in place equipment)</th>
<th>Qty</th>
<th>Prev Install</th>
<th>Fin'1 Intern</th>
<th>Warr # mo</th>
<th>List Price (Total)</th>
<th>Down Payment</th>
<th>Total Discount (Inc. Trade-In)</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCAN665C FREEFLOW SCANNER 665</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>$26,300.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$25,300.00</td>
</tr>
</tbody>
</table>

$ 421.66 INSTALLMENT SALE PAYMENT (excl. of applicable taxes)

Payment Frequency
Other:

Payment Mode
■ Advance □ Arrears

Maintenance Agreement Price Information

Adjustment Period (Maintenance Agreement Only)
Period A - Mos. Affected: -
Periodic Base Charge $ 100.00
Print Charge Meter 1: $ -
Prints 1 - + $ -
Prints 1 - $ -
Print Charge Meter 2: $ -
Prints 1 - $ -
Periodic Min.# of Prints (based on Meter 1 Print Charges) -
Purchased Supplies Cash Fined

Reorder #: Qty Description Price
Total Price = $ 

Trade-In Allowance
Manufacturer
Model/ Serial # Final Allowance

Total Allowance = $ 

Total Allowance Applied to: Trade-In Equip. Balance: $ 
Price of Replacement Equip.: $ 

K-16 Billing Suspension
(check 1 as required)
■ June only ■ July only ■ August only ■ June - July ■ July - August

Additional Options (check all that apply)
■ Fixed Price Plan ■ Quarterly Bill Plan
■ Ext. Service Hours: Description: $ 0 mo.
■ Std. Maint. Amt.: $ 0 / year
■ Attached Addenda:

FOR AUTHORIZED HQ INTERNAL USE ONLY;
Worksheet: E68007 Unit: 5 11/27/2006 10:35:05
www.xerox.com

Xerox Form# 51858-1 (05/2005) 11/27/2006 Page 5 of 12
GENERAL TERMS: The following terms apply to all sale and maintenance transactions.

1. PRODUCTS. The term "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies ordered under this Agreement. You represent that the Products are being ordered for your own business use (rather than resale) and that they will not be used for personal, household or family purposes.

2. NON-CANCELABLE AGREEMENT. This Agreement CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS AND TO PAY ANY ADDITIONAL AMOUNTS DUE OR TO BECOME DUE SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE NATURE OR SOURCE OF SUCH DEFENSE, COUNTERCLAIM OR RECOUPMENT, INCLUDING ANY DEFENSE, COUNTERCLAIM OR RECOUPMENT BASED UPON THE INVALIDITY OF ANY OBLIGATION OR AGREEMENT OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

3. PAYMENT, TAXES & CREDIT HISTORY.

A. Invoices are payable upon receipt and you agree to pay Xerox each Net Price amount or Installment Sale Payment (as applicable), each Minimum Periodic Base Charge, all Print Charges and all other sums due as follows: (i) if the invoice displays a due date, payment is due and must be received by Xerox on or before the due date, or (ii) if the invoice does not display a due date, payment is due and must be received by Xerox no later than thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.

B. You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind; Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational privilege taxes, plus any interest and/or penalty thereon, but excluding any taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

C. You, to the extent required by applicable law, authorize Xerox (or its agent) to obtain credit reports, make such other credit inquires as Xerox may deem necessary at any time, furnish payment history information to credit reporting agencies, and release to prospective assignees of this Agreement or any rights hereunder credit-related information Xerox has about you and this Agreement.

4. BASIC SERVICES. Xerox (or a designated service) will provide the following Basic Services under an express warranty or maintenance agreement (unless you are acquiring Equipment for which Xerox does not offer Basic Services; such Equipment to be designated as "No Svc."):

A. REPAIRS & PARTS. Xerox will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.

B. HOURS & EXCLUSIONS. Unless otherwise stated, Basic Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. You agree to give Xerox reasonable access to the Equipment. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables). You agree to use Equipment in accordance with, and to perform all operator maintenance procedures for Equipment as set forth in, the applicable manuals provided by Xerox.

C. INSTALLATION SITE & METER READINGS. The Equipment installation site must conform to Xerox's published requirements throughout the term of this Agreement. If applicable, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill accordingly.

D. EQUIPMENT REPLACEMENT. If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy for Xerox's failure to provide Basic Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If a replacement product is provided pursuant to this Section, there will not be an additional charge for the replacement product and, except as set forth in the Section of this Agreement titled "PRICING INCREASES FOR MULTI-YEAR AGREEMENTS", there will not be an additional charge for Basic Services during the then-current term during which Basic Services are being provided.

E. CARTRIDGE PRODUCTS. If Xerox is providing Basic Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described below, you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment.

F. PC/WORKSTATION REQUIREMENTS. In order to receive Basic Services and/or Software Support for equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.

G. DELIVERY AND REMOVAL. Xerox will be responsible for all standard delivery and removal charges. You will be responsible for any non-standard delivery or removal charges incurred.

5. WARRANTY DISCLAIMER & WAIVERS. XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

6. INTELLECTUAL PROPERTY INDEMNITY. Xerox, at its expense, will defend you from, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this Section including, but not limited to, infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

7. LIMITATION OF LIABILITY. Xerox shall not be liable to you for any direct damages in excess of $10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The above-stated limitation of liability shall not be applicable to any specific indemnification obligations set forth in this Agreement. Any action you take against Xerox must be commenced within two (2) years after the event that caused it.

8. ASSIGNMENT.

A. If you wish to assign any rights or obligations under this Agreement, you shall provide a written notice to Xerox of such request for consent, with said notice including the name of the proposed assignee. Your request to assign this Agreement will be granted by Xerox if: (1) you are not in default under this Agreement or any other agreement with Xerox; (2) the proposed assignee agrees to the terms of this Agreement titled "PAYMENT, TAXES & CREDIT HISTORY" as applicable to it, for the purposes of the proposed assignment; (3) the proposed assignee meets Xerox's then current credit criteria for similar transactions as determined by Xerox in its sole discretion; and, (4) you and the proposed assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by you requires the written consent of Xerox and may not be accomplished by operation of law.

B. Xerox may assign this Agreement, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to you; provided, however, any proposed assignment to a person or entity not identified in the preceding sentence (30) days prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox, without notice to you, may release information it has about you related to this Agreement. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. You shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Basic Services, and you hereby waive and release any assignee of Xerox from any such claim relating to or arising out of your agreement with Xerox.
arising from the performance of Xerox's obligations hereunder. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, you shall remit payments due in accordance with remittance instructions of the assignee.

9. DEFAULT & REMEDIES; LATE CHARGES & COLLECTION COSTS

A. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or $25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

B. You will be in default under this Agreement if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due or (2) if you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (b) the remaining installment Sale Payments in the Agreement's term less any unearned finance charges (as reflected on Xerox's books and records) if the Equipment is being purchased on an installment basis; (c) the lesser of the remaining Minimum Periodic Base Charge in the Agreement's term or six (6) such payments for one-year agreements (and twelve (12) such payments for multi-year agreements) if this Agreement includes maintenance; and, (d) all applicable Taxes. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorney fees and actual costs.

10. REPRESENTATIONS, WARRANTIES & COVENANTS. Each party represents that, as of the date of this Agreement, it has the lawful power and authority to enter into this Agreement, the individuals signing this Agreement are duly authorized to do so on its behalf and, by entering this Agreement, it will not violate any law or other agreement to which it is a party. You are not aware of anything that will have a material negative effect on your ability to satisfy your payment obligation under this Agreement and all financial information you have provided, or will provide, to Xerox is true and accurate and provides a good representation of your financial condition. Each party agrees that it will promptly notify the other party in writing of a change in ownership, if it relocates its principal place of business or changes the name of its business.

11. NOTICES. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for you, the "Bill to" address listed on the first page of this Agreement and, for Xerox, our inquiry address set forth on the most recent invoice to you.

12. FORCE MAJORE. Xerox shall not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, earthquake, storm, fire, flood, war, riot, act of a public enemy or terrorist, act of sabotage; strike or other labor dispute; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, Xerox shall undertake reasonable action to notify you of the same.

13. MISCELLANEOUS. This Agreement shall be construed under the laws of the State of New York (without regard to conflict of-law principles). You agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial. If a court finds any term of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. Both parties may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be admissible in any action to enforce it, but only the Agreement held by Xerox shall be considered an original. Xerox may accept this Agreement signed and acknowledged by you (e.g., by facsimile, email, or by courier) even if it is not countersigned. All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect. The following four sentences control over every other part of this Agreement and over all other documents now or later pertaining to this Agreement. We both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law, but it will, to the extent allowed by applicable legal limit, be limited and modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, 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 Xerox in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Agreement, or refused to you.

14. COMMENCEMENT, TITLE, RISK, AND RELLOCATION.

A. The term for this Agreement and any warranty applicable to the Equipment shall commence upon installation of the Equipment, provided, however, for customer-installable Equipment, the term for this Agreement and any express warranty period applicable to the Equipment shall commence upon equipment delivery date.

B. Title and risk of loss to Equipment will pass to you upon shipment from a Xerox controlled facility. Upon passage to you of title to the Equipment, you must promptly take all applicable steps and regulations regarding the export of any commodity, technology and/or software. Until you have paid for the Equipment in full, you agree that: (1) it shall remain personal property; (2) you will not attach any of it as a fixture to any real estate; (3) you will not pledge, sub-lease or part with possession of it or file or permit to be filed any lien against it; and, (4) you will not make any permanent alterations to it.

C. Until you have paid for the Equipment in full, you must provide Xerox prior written notice of all Equipment relocations and, upon your request, Xerox may arrange to relocate the Equipment at your expense. While Equipment is being relocated, you are responsible for all payments required under this Agreement to Xerox. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.

15. CARTRIDGES. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new equipment performance standards and may contain new or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration which permits use of non-nearly manufactured original Xerox Cartridges may be available from Xerox at an additional charge. Cartridges sold as Environmental Partnership ("EP") Cartridges remain the property of Xerox. You agree that you shall return all EP Cartridges and may return other Cartridges to Xerox, at Xerox's expense when using Xerox-sold shipping labels, for remanufacturing once such Cartridges cease functioning.

16. EQUIPMENT STATUS. Unless you are acquiring Previously Installed Equipment, Equipment will be either (a) "Newly Manufactured," which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predesigned standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predesigned standard and contains both new components and recycled components that are reconditioned.

17. PREPAYMENT OF EQUIPMENT PURCHASED ON INSTALLMENT BASIS. You may prepay your remaining principal balance on Equipment purchased on an installment basis at any time, thereby eliminating your obligation to pay future finance charges.

18. PROTECTION OF XEROX'S RIGHTS. Until you have paid for the Equipment in full, Xerox shall have a purchase money security interest in it and you hereby authorize Xerox or its agents to file, by any permissible means, financing statements necessary to protect its rights in the Equipment. Xerox may take on your behalf and at your expense any action required to be taken by you under this Agreement and which you fail to take.

19. PRICING INCREASES FOR MULTI-YEAR AGREEMENTS. Xerox may annually increase the Minimum Periodic Maintenance Payment and Print Charges established under your multi-year maintenance agreement, each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

20. COMMENCEMENT & EXPIRATION. Maintenance Agreements will commence at the end of any warranty period and expire on the last day of the 12th, 24th, 36th, 48th or 60th full calendar month thereafter, as applicable.
20. **MINIMUM MAINTENANCE PAYMENTS.** Each Minimum Maintenance Payment includes a Periodic Base Charge, and may include a Periodic Minimum Number of Prints. Minimum Maintenance Payments are billed in advance, with additional Print Charges billed in arrears.

21. **RENEWAL.** Unless either party provides notice at least thirty (30) days before the end of the term of its intention not to renew this Agreement, it will renew automatically for successive terms of the same number of months, terms and conditions and billing frequency as the original Agreement. Pricing for this renewal term shall be at Xerox's then-current published pricing.

**SOFTWARE TERMS:** The following additional terms apply only to transactions covering Application Software and/or Xerox-brand Equipment.

22. **SOFTWARE LICENSE.** The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox-brand Equipment acquired hereunder ("Base Software") as software specifically set out as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software nor to any software / documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software fee(s) (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's Software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (i) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (ii) you are notified of a defect under any term of this Agreement; or, (iii) your license is terminated or expires.

B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessee of the Equipment and your first leasee no longer uses or possesses it, or (2) upon the termination of any agreement under which you have rented or leased the Equipment.

C. If you transfer possession of the Equipment, Xerox will offer the transferce a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

E. Notwithstanding anything to the contrary set forth in this Agreement, if you enter into a maintenance agreement for Equipment, such maintenance agreement does not include a license for Base Software. If you do not have a license for Base Software, you may enter into a separate license agreement with Xerox for such Base Software.

23. **SOFTWARE SUPPORT.** During the period that Xerox (or a designated service) provides Basic Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated service) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to this Agreement, Xerox will provide this same level of support provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

A. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be installed within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Applications Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless other wise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available to you by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems as specified by Xerox.

D. Xerox shall not be obligated (1) to support any Base or Application software that is two or more releases older than Xerox's most current release, or (2) to remedy coding errors if you have modified the Base or Application Software.

E. For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. (For state and local government customers, this shall take place at the commencement of each of your annual contract cycles.)

24. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or its licensors. You agree that (a) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner, and (b) if you do not separately license Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

**GOVERNMENTAL TERMS:** The following additional terms apply only to state and local government customers.

25. **REPRESENTATIONS & WARRANTIES, FUNDING, TAX TREATMENT & PAYMENT.**

A. **REPRESENTATIONS & WARRANTIES.** You hereby represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located, and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement and the acquisition of Base or Application Software; (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including, but not limited to, all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of Base or Application Software); and such 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, each of which are genuine; (3) 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 hereof by you and/or third parties as such function; and, (4) your obligations to remit payments under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

B. **FUNDING.** You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Equipment, and that it is your intent to use the Equipment for the entire term and to make all payments required under this Agreement. In the event that (1) through no action initiated by you your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources and (2) you have made a reasonable but unsuccessful effort to find a creditorworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be

Xerox Form# 51858t&c (05/2005) 11/27/2006 Page 8 of 12
terminated. To effect this termination, you shall, thirty (30) days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds for such upcoming fiscal year, send Xerox written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year to Xerox under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions. Following the ensuing fiscal year. In addition, you agree at your own expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox beyond those due for the current fiscal year (with Xerox retaining all sums paid to date).

C. TAX TREATMENT: This Agreement has been accepted on the basis of your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Code. You agree to 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 hereby appoint Xerox as your agent to maintain, and Xerox agrees to maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by Xerox, you shall pay Xerox an amount equal to its loss in that regard. At the time of this Agreement, you shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

D. PAYMENT: Your payment is due within thirty (30) days of our invoice date.

ADDITIONAL TERMS: The following additional terms apply only to the extent that you have agreed to one or more of the options described below:

26. PREPAID INVOICE: If this option has been selected, you will not be required to pay your Installment Sale Payment during the initial number of months indicated.

27. CONSUMABLE SUPPLIES INCLUDED IN BASE/PRINT CHARGES. If this option has been selected, Xerox (or a designated servicer) will provide you with black toner (excluding highlight color toner), black developer, copy cartridges, and, if applicable, fuser ("Consumable Supplies") throughout the term of this Agreement. For full-color equipment, Consumable Supplies shall also include, as applicable, color toner and developer. You agree that the Consumable Supplies are Xerox's property until used by you, that you will use them only with the Equipment, that you will either (a) return all cartridges to Xerox for remanufacturing once they have been run to their cease-function point (at Xerox's expense when using Xerox-supplied shipping labels), and that at the end of the term of this Agreement either (a) you will return any unused Consumable Supplies to Xerox (at Xerox's expense when using Xerox-supplied shipping labels), or (b) destroy the Consumable Supplies in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage. When requested by Xerox, you agree to provide meter readings and inventory of Consumable Supplies in your possession.

28. REPLACEMENT/MODIFICATION OF PRIOR XEROX AGREEMENT: If this option has been selected, this Agreement will replace or modify a prior agreement between you and Xerox covering the specified equipment. If it is a replacement agreement, the prior agreement shall be null and void. If it is a modification, the prior agreement shall remain in effect except that any terms provided in this modification agreement that conflict with, or are additive to, any prior agreement shall take precedence over the prior terms for the balance of the Agreement. In addition, modifications requiring a reamortization of installment sale payments may include a one-time administrative-processing charge which will appear on your first bill under this revised arrangement.

29. XEROX AS FINANCIAL INTERMEDIARY. If this option has been selected, you are purchasing on an installment basis specifically identified products that were selected by you and that are not sold by Xerox in the normal course of its business. If you have signed a purchase contract for such products, by signing this Agreement you assign your rights but none of your obligations under such purchase contract to Xerox. With regard to these products, you agree that Xerox is selling them to you "AS IS, WHERE IS" and that XEROX HAS NOT MADE AND YOU HEREBY WAIVE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, and (b) ANY REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS' SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Xerox assigns to you, to the extent assignable, any warranty rights it has to these products (which rights shall revert to Xerox if you breach this Agreement). You agree (1) that these products are not covered by Xerox's obligation to provide Basic Services; (2) to maintain a service agreement for these products with a service provider acceptable to Xerox throughout this Agreement's term; (3) to pay all personal property taxes related to these products; and, (4) to assign to Xerox any rights you have to these products until title passes from Xerox to you (which, subject to any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Xerox-brand Equipment covered by this Agreement).

30. FINANCED SOFTWARE TOTAL. If this option has been selected, the initial license fees for any Application Software set forth in this Agreement shall be included in the amount financed on an installment basis and be paid for through your Installment Sale Payments. If you breach this license or any of your obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable.

31. FINANCED SUPPLIES TOTAL. If this option has been selected, the cost of any supplies you have purchased under this Agreement shall be included in the amount financed on an installment basis and shall be paid for through your Installment Sale Payments. If you breach any of your obligations regarding the Equipment, the full amount of the supply costs shall become immediately due and payable.

32. REFINANCE OF PRIOR AGREEMENT. If this option has been selected, the balance of your prior indicated agreement with Xerox or a third party shall be included in the amount financed on an installment basis and shall be paid for through your Installment Sale Payments. If your prior agreement is with a third party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payable and mailing address for your payoff check). If your prior agreement was with Xerox, the use of this refinancing option shall render your prior agreement null and void. If you breach this Agreement, the full amount of your prior agreement balance shall become immediately due and payable.

33. ADJUSTMENT PERIOD. If this option has been selected, the amount you pay Xerox to maintain the Equipment will be adjusted in accordance with the information contained in the Adjustment Period portion of this Agreement; as a result, your initial periodic maintenance payments shall be different from those payable during the balance of this Agreement.

34. K-16 BILLING SUSPENSION. If this option has been selected, your Minimum Periodic Base Charges and Print Charges will be suspended each year during the months indicated. During these months, you agree not to use the Equipment and that Xerox shall not be responsible for providing Basic Services on it. If you provide equal Basic Services during the K-16 Billing Suspension period, you will be billed at Xerox's then-current Time and Materials ("T&M") rates for such Basic Services.

35. TRADE-IN EQUIPMENT. If this option has been selected, you are providing equipment to Xerox as part of this Agreement ("Trade-In Equipment") and the following shall apply:

A. TITLE TRANSFER. You warrant that you have the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from your premises.

B. CONDITION. You warrant that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. You agree to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox.

C. ACCRUED CHARGES. You agree to pay all accrued charges for the Trade-In Equipment (up to and including payment of the Final Principal Payment) and to pay all maintenance, administrative, supply, and finance charges for this equipment through the date title passes to Xerox.

D. RUN LENGTH PLAN. If this option has been selected, the first ten prints of each original (per run) are recorded and billed on both meters with all subsequent prints recorded and billed on Meter A only.

37. FIXED PRICE PLAN. If this option has been selected, Xerox will forego its right to increase the amount you pay Xerox to maintain the Equipment throughout the initial term of this Agreement.

Xerox Form® 51858 dc (05/05)

11/27/2006

Page 9 of 12
38. **PER-FOOT PRICING.** If this option has been selected, all Print Charges will be billed on a per-foot basis, with each linear or square foot, as applicable, equal to one print.

39. **ANNUAL CHARGE PLAN.** If this option has been selected, the Base Charge for your maintenance plan will be billed annually in advance.

40. **EXTENDED SERVICE HOURS.** If this option has been selected, Xerox will provide Basic Services during the hours indicated, with the first number establishing the number of eight-hour shifts covered and the second establishing the days of the week (e.g., 2 x 6 would provide service from 8:00 A.M. to 11:59 P.M., Monday through Saturday). The cost of this enhanced service coverage will be billed separately and, as such, is not included in your Minimum Periodic Base Charge or Print Charges.

41. **STANDARD MAINTENANCE AGREEMENT.** If this option has been selected, Xerox will provide Basic Services for the Equipment subject to your payment of the indicated annual periodic base charge (which in all cases is nonrefundable) along with a standardized per-call charge established by Xerox (which is subject to adjustment by Xerox at its discretion).

42. **ATTACHED ADDENDA.** If this option has been selected, you acknowledge that one or more specified addenda (as indicated) have been provided to you. These addenda, which provide additional terms relevant to the transactions covered hereunder, are hereby fully integrated into this Agreement.

43. **NEGOTIATED CONTRACT.** If this option has been selected, the Products identified in this Agreement are subject solely to the terms contained in (a) either (1) the identified Negotiated Contract for the applicable sale and/or maintenance transaction or (2) if there are no such terms in the Negotiated Contract, the terms set forth in this Agreement, and, if applicable and notwithstanding anything to the contrary set forth in the Negotiated Contract, (b) the "Additional Terms" portion of this Agreement for the selected option or options to the extent the subject matter of any such selected option is not addressed in the Negotiated Contract.

44. **DSA CONTRACT NUMBER.** If a DSA Contract Number has been inserted, the Equipment and/or software identified in this Agreement are associated with the Services being provided under the referenced Document Services Agreement ("DSA"), but such Equipment and/or software are subject solely to the terms contained in this Agreement.

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For customer support tools to manage your account online, visit your Account Management link @ [www.xerox.com](http://www.xerox.com)
This ADDENDUM ("Addendum") amends the agreement between you and Xerox to which it is attached (the "Agreement"). The parties agree to the following terms:

1. Under the heading of the Agreement titled "GOVERNMENT CUSTOMER TERMS", the Section titled "FUNDING" is deleted in its entirety and the following is inserted in its place:

FUNDING. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all payments due and to become due during the term of this Agreement can and will lawfully be appropriated and made available to permit your continued utilization of the Equipment leased under this Agreement and the performance of its essential function during the term of this Agreement. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the payments due and to become due in such fiscal period. We acknowledge that appropriation of moneys for payment required under this Agreement is a governmental function which you cannot contractually commit yourself in advance to perform and this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or, (iii) an obligation creating a pledge of or a lien on your tax or general revenues. In the event that your governing board does not approve an appropriation of funds at any time during the term of this Agreement for payments due and to become due for a fiscal year during the term of this Agreement for the Equipment, you shall have the right terminate this Agreement on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of payments required hereunder for which funds shall have been appropriated and budgeted. If you so elect to terminate this Agreement, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox beyond those due for the current fiscal year (with Xerox retaining all sums paid to date). At least thirty (30) days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) despite reasonable efforts to obtain sufficient appropriations, funds have not been appropriated for the ensuing fiscal period, and (b) you have exhausted all funds legally available for the payment of sums due and to become due under this Agreement. You acknowledge and agree that this non-appropriation provision is not intended to be used as a substitute for convenience termination. To the extent permitted by applicable law, you acknowledge and agree not to utilize the non-appropriation provision for such purposes.

2. Under the heading of the Agreement titled "GOVERNMENT CUSTOMER TERMS", the following is added as subsection (5) to the last sentence of the Section titled "REPRESENTATIONS & WARRANTIES":

and, (5) all payments due and to become due under this Agreement are payable from sources other than ad valorem taxes.

3. Under the heading of the Agreement titled "GOVERNMENT CUSTOMER TERMS", Section titled "PAYMENT" is deleted in its entirety and the following is inserted in its place:

PAYMENT. Your payment is due within forty-five (45) days of our invoice date.

Except as specifically amended by this Addendum, all of the other terms set forth in the Agreement shall remain in full force and effect.
AGREEMENT ADDENDUM

ADDENDUM FOR DIGIPATH® AND FREEFLOW™ APPLICATION SOFTWARE

This ADDENDUM ("Addendum") modifies and amends the Agreement ("Agreement") to which it is attached.

1. The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement pertaining to the Application Software identified as DigiPath® software, FreeFlow™ Makeready software, FreeFlow™ Process Manager software, FreeFlow™ Web Services software, and/or FreeFlow™ Document Library software:

   (a) You may not publish the results of any benchmark tests run on the database software licensed from Oracle Corporation and incorporated in such Application Software.

   (b) Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, audit your use of such Application Software and relevant records under this Agreement not more than once annually, itself or through an independent auditor. Any such audit shall be conducted during regular business hours at your offices and/or other applicable locations and shall not unreasonably interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. If an audit reveals that you have underpaid fees in excess of five percent (5%), then you shall pay Xerox's reasonable costs of conducting the audit.

   (c) In the event such Application Software is subject to a lending or leasing arrangement entered into with a party other than Xerox, then, for the shorter of ten (10) years from the date of the loan or the specified term of the loan, the party that provides the financing terms to you shall not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you in accordance with the Agreement, provided that the rights acquired by such party shall otherwise be restricted in accordance with the terms set forth in this Agreement governing such Application Software.

2. The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement pertaining to the Application Software identified as DigiPath® software, FreeFlow™ Makeready software, FreeFlow™ Process Manager software, FreeFlow™ Web Services software, FreeFlow™ Prepress Suite & Legacy software, FreeFlowTM Print Shop PDF Conversion Tool software, FreeFlow™ Document Library software, FreeFlowTM and Digipath® Stand Alone Quick Print software, Digipath® to FreeFlowTM Software Upgrade software, Digipath® PDF Conversion Tool software, FreeFlowTM Print Manager software, and/or FreeFlowTM Output Manager software:

   (a) You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any font software supplied by Xerox or any third party in electronic documents created with the Application Software. If the font software you are embedding is identified as "licensed for editable embedding" on Adobe's website at http://www.adobe.com/type/browser/legal/embeddingeula.html, you may embed copies of that font software for the purpose of editing your electronic documents created with Application Software. No other embedding rights are implied or permitted under this Agreement.

3. Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.
Form 8038-G
Information Return for Tax-Exempt Governmental Obligations
Under Internal Revenue Code section 149(a)
See separate instructions.
Caution: If the issue price is under $100,000, use Form 8038-G.

Part I  Reporting Authority

<table>
<thead>
<tr>
<th>Issuer's name</th>
<th>Issuer's employer identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange County</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number and street (or P.O. box if mail is not delivered to street address)</th>
<th>Room/suite</th>
</tr>
</thead>
<tbody>
<tr>
<td>201 Rosalind Avenue</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, town, or post office, state, and ZIP code</th>
<th>Date of issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orlando, Florida 32802</td>
<td>12-22-06</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of issue</th>
<th>CUSIP number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and title of officer or legal representative whom the IRS may call for more information</th>
<th>Telephone number of officer or legal representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>( )</td>
</tr>
</tbody>
</table>

Part II  Type of Issue (check applicable box(es) and enter the issue price)

<table>
<thead>
<tr>
<th>Type of Issue</th>
<th>Issue price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>NA</td>
</tr>
<tr>
<td>Health and hospital</td>
<td>NA</td>
</tr>
<tr>
<td>Transportation</td>
<td>NA</td>
</tr>
<tr>
<td>Public safety</td>
<td>NA</td>
</tr>
<tr>
<td>Environment (including sewage bonds)</td>
<td>NA</td>
</tr>
<tr>
<td>Housing</td>
<td>NA</td>
</tr>
<tr>
<td>Utilities</td>
<td>NA</td>
</tr>
<tr>
<td>Other, Describe</td>
<td>County Government</td>
</tr>
</tbody>
</table>

If obligations are TANS or RANs, check box
If obligations are BANS, check box
If obligations are in the form of a lease or installment sale, check box

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

<table>
<thead>
<tr>
<th>Final maturity date</th>
<th>Issue price</th>
<th>Stated redemption price at maturity</th>
<th>Weighted average maturity</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-22-2011</td>
<td>$ 253,093</td>
<td>$ NA</td>
<td>5 years</td>
<td>0 %</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Proceeds used for</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accrued interest</td>
<td>NA</td>
</tr>
<tr>
<td>Entire issue</td>
<td>NA</td>
</tr>
<tr>
<td>Bond issuance costs</td>
<td>NA</td>
</tr>
<tr>
<td>Credit enhancement</td>
<td>NA</td>
</tr>
<tr>
<td>Reasonably required reserve or replacement fund</td>
<td>NA</td>
</tr>
<tr>
<td>Refund prior issues</td>
<td>NA</td>
</tr>
<tr>
<td>Advance refund prior issues</td>
<td>NA</td>
</tr>
<tr>
<td>Total (add lines 24 through 28)</td>
<td>NA</td>
</tr>
<tr>
<td>Nonrefundig proceeds of the issue (subtract line 29 from line 23 and enter amount here)</td>
<td>NA</td>
</tr>
</tbody>
</table>

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

| Remaining weighted average maturity of the bonds to be currently refunded | NA years |
| Remaining weighted average maturity of the bonds to be advance refunded | NA years |
| Last date on which the refunded bonds will be called | NA |
| Date(s) the refunded bonds were issued | NA |

Part VI  Miscellaneous

<table>
<thead>
<tr>
<th>Amount</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>State volume cap allocated to the issue</td>
<td>NA</td>
</tr>
<tr>
<td>Amount of gross proceeds invested or to be invested in a guaranteed investment contract</td>
<td>NA</td>
</tr>
<tr>
<td>Final maturity date of the guaranteed investment contract</td>
<td>NA</td>
</tr>
<tr>
<td>Proceeds to be used to make loans to other governmental units</td>
<td>NA</td>
</tr>
<tr>
<td>If this is a loan made from the proceeds of another tax-exempt issue, check box</td>
<td>NA</td>
</tr>
<tr>
<td>If this is an exempt issue, check box and enter the name of the issuer</td>
<td>NA</td>
</tr>
<tr>
<td>If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box</td>
<td>NA</td>
</tr>
<tr>
<td>If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box</td>
<td>NA</td>
</tr>
<tr>
<td>If the issuer has identified a hedge, check box</td>
<td>NA</td>
</tr>
</tbody>
</table>

Sign Here

Signature of issuer's authorized representative
Date
Type or print name and title

For Paperwork Reduction Act Notice, see page 2 of the Instructions.
P.O. Layout for Orange County  
(60 month Cash Sale/Installment Sale 0% Interest)  
**November 17, 2006**  
*60 Month Contract*

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6115PM PRINT MODULE</td>
<td>$4,839.82</td>
</tr>
<tr>
<td>10B-T/HUB</td>
<td></td>
</tr>
<tr>
<td>DTFIN1</td>
<td>$4,839.82</td>
</tr>
<tr>
<td>DTCNTLC 61XX X86 CONTROLLER</td>
<td></td>
</tr>
<tr>
<td>DT115PPM</td>
<td>$800.01</td>
</tr>
<tr>
<td>PPS2MKRC PPS MAKEREADY</td>
<td>$381.00</td>
</tr>
<tr>
<td>FFPC01 FREEFLOW PC</td>
<td>$147.41</td>
</tr>
<tr>
<td>SCAN665C FREEFLOW SCANNER 665</td>
<td>$521.66</td>
</tr>
</tbody>
</table>

**Customer Education Analyst Services**

Includes **400,000 copies** and supplies*

(Overage at Billed at $.0038 per copy)

**Total Costs** $6,689.90 per mo.

Includes current Xerox printer and accessories and **payoff** with no re-financing see below:

- 6115 Serial Number H2L010083 Trade-in
- Controller Serial Number HDD000001 Trade-in
- DigiPath Serial Number UW7001403 Trade-in
- DigiPath PC Serial Number UW8706699 Trade-in

"New equipment is replacing equipment provided by another vendor. Equipment will either be sent to surplus of returned to the vendor." Risograph 3750 at Print Shop SN# 09938260 reflected in the lease price.

*Supplies include toner, fuser oil and developer.

State of Florida IT Contract 250-000-03-1 Special pricing #070702705

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*The Document Company*  
XEROX  

---
This Addendum amends the SALE/MAINTENANCE AGREEMENT between Orange County Government ("Customer") and Xerox Corporation ("Xerox").

1. **Section 3 – Payment, Taxes & Credit History.** Insert the following at the beginning of the first sentence in Subsection (A):

   Subject to the provisions of Section 25 hereof,

2. **Section 8 – Assignment.** This Section is revised as follows:
   - The first sentence in Subsection (B) is deleted in its entirety and the following is inserted in its place:
     
     Xerox is hereby providing notice that it reserves the right to assign this Agreement to a parent, subsidiary, or affiliate of Xerox, or to a person or entity for the purposes of securitizing the equipment assets or a part of a third party financial transaction included in this Agreement without prior notice or consent from the Customer. However, any proposed assignment to a person or entity not identified in the previous sentence will require the Customer's prior written consent.
   
   - The following is added as Subsection (C):
     
     No assignments of any Lease may be made by Xerox in connection with an offering of certificates of participation therein without at least thirty (30) days prior written notice to the County Administrator (with copies provided to the Comptroller and the Business Services Division) and then only upon the conditions set forth below. Such notice shall be accompanied by an acknowledgment to be executed by the County Administrator and shall be returned to Xerox within five (5) business days provided that a statement to that effect is included within the notice.

     Upon compliance with the notice requirements in the preceding paragraph, Xerox shall be entitled to assign its right, title and interest in a Lease to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Lease, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser or purchasers who represent in writing that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor the certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933.

3. **Section 9 – Default & Remedies; Late Charges & Collection Costs.** Add the following as Subsection (C):

   An event of non-appropriation, as described in Section 25(B) hereof, shall not constitute an event of default hereunder.

4. **Section 13 - Miscellaneous.** The first two sentences of Subsection (A) are revised as follows:

   This Agreement shall be construed under the laws of the State of Florida (without regard to conflict-of-law). Customer and Xerox agree to the jurisdiction and venue of the federal and state courts in Orange County, Florida.
5. **Section 18 – Protection of Xerox’s Rights.** This section is deleted in its entirety.

6. **Section 25 – Representations & Warranties; Funding, Tax Treatment & Payment.** This Section is revised as follows:

   - Subsection (A) is revised as follows:
     - Enumerated item (3) deleted and the following is inserted in its place:
       - the Equipment is needed for County purposes
     - The following is added as enumerated item (5):
       - and, (5) all payments due and to become due under this Agreement are payable from sources other than ad valorem taxes.

   - Subsection (B) is deleted in its entirety and the following is inserted in its place:

     **FUNDING.** You reasonably believe as of the date hereof that the Equipment leased under this Agreement will be needed during the term hereof. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the payments due and to become due in such fiscal period. We acknowledge that appropriation of moneys for payment required under this Agreement is a governmental function which you cannot contractually commit yourself in advance to perform and this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on your tax or general revenues. In the event that your governing board does not approve an appropriation of funds at any time during the term of this agreement for payments due and to become due for a fiscal year during the term of this Agreement for the Equipment, you shall have the right to terminate this Agreement on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of payments required hereunder for which funds shall have been appropriated and budgeted. If you so elect to terminate this Agreement, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox beyond those due for the current fiscal year (with Xerox retaining all sums paid to date). As soon as a budget is adopted which does not include an appropriation for the lease payment related to the Equipment, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the ensuing fiscal period, and (b) you have exhausted all funds legally available for the payment of sums due and to become due under this Agreement.

   - Subsection (D) is deleted in its entirety and the following is inserted in its place:

     Your payment is due within forty-five (45) days of our invoice date.
Except as specifically amended by this Addendum, all of the other terms set forth in the Agreement shall remain in full force and effect. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control. The parties, by their representatives signing below, agree with the terms of this Addendum and further certify that their respective signatories are duly authorized to execute this Addendum.

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<thead>
<tr>
<th>Orange County Government</th>
<th>Xerox Corporation</th>
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<tbody>
<tr>
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