

AMENDMENT TO IMAGE MANAGEMENT AGREEMENT

THIS AMENDMENT TO IMAGE MANAGEMENT AGREEMENT is by and between **COLLIN COUNTY, TEXAS**, as Customer, and **NOVATECH, INC.** as Owner.

BACKGROUND

A. By that certain Image Management Agreement, #T3-3935572241, dated _____, 20____, by and between Owner and Customer, Owner has agreed to extend financing to Customer upon and subject to the terms and conditions set forth in the Image Management Agreement ("**Agreement**").

B. Owner and Customer desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Agreement acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Agreement shall be enforceable. Each of the provisions in the Agreement, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Agreement, shall remain in full force and effect, except to the extent expressly set forth herein.

2. PAYMENTS. The following sentence, which is located in Section 3 of the Agreement, shall be deleted in its entirety:

"If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less)."

3. INDEMNIFICATION. The following shall be added to the beginning of the first sentence of Section 5 of the Agreement:

"To the extent not prohibited by law,"

4. ASSIGNMENT. The second sentence of Section 9 of the Agreement shall be amended to read as follows:

"We may, with your prior written consent, Transfer Our interest in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to performs any of Our obligations hereunder."

5. TAXES AND OTHER FEES. The first, second, third and fourth sentences of Section 10 of the Lease shall be deleted in their entirety and replaced with the following:

"Unless You have provided Us with evidence necessary to sustain and exemption therefrom (as determined in Our sole discretion), You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. We may make a profit on any fees, and other charges paid under this Agreement."

6. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. The first and second sentences of Section 13 of the Agreement shall be deleted in their entirety and replaced with the following:

"THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN TEXAS."

7. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. The following shall be added after the last sentence of Section 13 of the Agreement:

"In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection."

8. A new Section 17 shall be added to the Agreement as follows:

"17. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible."

9. A new Section 18 shall be added to the Agreement as follows:

"18. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event."

10. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Agreement, and is incorporated into and made a part of the Agreement.

11. EFFECT OF AMENDMENT. All terms and conditions of the Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Agreement, as set forth above.

COLLIN COUNTY, TEXAS

NOVATECH, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution _____