

Delores Shelton, CIO, CCT
Hunt County Treasurer

FY 11: Monthly Report, August 2013

#12,929
FILED FOR RECORD
at 11:30 o'clock A M
OCT 22 2013
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$14,134,045.38**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 22 day of October, 2013.

Delores Shelton
Delores Shelton, Hunt County Treasurer

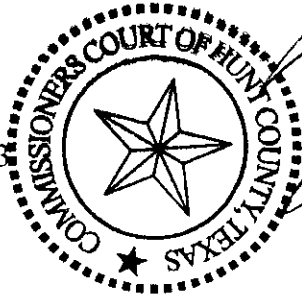
Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting, LGC 114.026(c)

John L. Horn
John L. Horn, Hunt County Judge

Eric Evans
Eric Evans, Pct #1

Jay Atkins
Jay Atkins, Commissioner, Pct 2

Phillip A. Martin
Phillip Martin, Commissioner, Pct #3



Jim Latham
Jim Latham, Pct 4

**Hunt County Treasurer
Monthly Report
August 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	696,043.00	1,047,202.77	-2,624,809.88	994,039.17	112,475.06
10-Chase Investment	9,835,696.03	1,165.93	0.00	-994,039.17	8,842,822.79
10-Chase Retirement	30,198.07	3.08	-17,191.72	0.00	13,009.43
10-TexPool Investment	146,030.41	5.43	0.00	0.00	146,035.84
10-TexStar Investment	216,717.21	8.72	0.00	0.00	216,725.93
10-InWood Nat'l Bank CD	547,096.95	348.50	0.00	0.00	547,445.45
10-TexPool Investment, Jail	581,318.50	21.56	0.00	0.00	581,340.06
10-General Fund Totals:	12,053,100.17	1,048,755.99	-2,642,001.60	0.00	10,459,854.56
20-Law Library	1,515.92	4,155.14	-4,579.98		1,091.08
21-R&B #1	22,476.27	30,280.30	-210,119.72	160,000.00	2,636.85
21-R&B #1, TexPool Invest.	654,843.19	21.38	0.00	-160,000.00	494,864.57
21-R&B #1 Fund Totals:	677,319.46	30,301.68	-210,119.72	0.00	497,501.42
22-R&B #1	104,748.00	58,328.73	-228,102.87	80,000.00	14,973.86
22-R&B #2, TexPool Invest.	608,957.73	21.82	0.00	-80,000.00	528,979.55
22-R&B #2 Fund Totals:	713,705.73	58,350.55	-228,102.87	0.00	543,953.41
23-R&B #3	21,671.05	30,122.37	-190,999.16	140,000.00	794.26
23-R&B #3, TexPool Invest	475,129.13	14.90	0.00	-140,000.00	335,144.03
23-R&B #3 Fund Totals:	496,800.18	30,137.27	-190,999.16	0.00	335,938.29
24-R&B #4	18,044.00	30,588.83	-185,905.51	140,000.00	2,727.32
24-R&B #4, TexPool Invest	398,348.24	12.18	0.00	-140,000.00	258,360.42
24-R&B #4 Fund Totals:	416,392.24	30,601.01	-185,905.51	0.00	261,087.74
25-Health Private	65,387.18	3,912.00	-5,649.79		63,649.39
26-State Health Services	-58,444.95	54,227.82	-59,586.58		-63,803.71
27-Hunt County Grants	12,298.19	11,904.31	-8,797.69		15,404.81
68-JP, DDC Fee Fund	132,742.96	683.20	-333.51		133,092.65
71-DC Record Management	7,304.04	420.00	0.00		7,724.04
70-Voter Admin 19	0.00	1,942.85	-1,942.85		0.00
74-Elections Special	39,196.71	0.00	0.00		39,196.71
75-CA-DWI	5,281.33	221.56	0.00		5,502.89
81-CC Rec Mgt Preservation	18,522.76	11,527.14	-2,692.66	0.00	27,357.24
81-CC Rec Mgt Pr. TexPool	60,371.02	2.30	0.00	0.00	60,373.32
81-CC RMP Fund Totals:	78,893.78	11,529.44	-2,692.66	0.00	87,730.56
82-Courthouse Security	354,263.17	4,120.98	-3,016.74		355,367.41
83-Justice Court Sec.	76,844.75	438.08	-622.14		76,660.69

**Hunt County Treasurer
Monthly Report
August 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	24,799.73	690.00	0.00		25,489.73
85-Co & District Court Tech	5,921.48	75.65	0.00		5,997.13
86-County Record Preserva	42,199.56	1,200.00	-1,699.85		41,699.71
87-Justice Court Technolog	175,275.41	1,758.17	-764.95		176,268.63
88-County Clerk Archive	51,232.31	9,035.00	0.00		60,267.31
89-County Record Mgt Pres	23,174.28	1,410.40	-3,679.07		20,905.61
91-LEOSE	17,197.92	0.00	0.00		17,197.92
95-Juv Prob. Center Fund	462,952.69	126,253.10	-135,470.99		453,734.80
96-Juv Prob "A-Z" Grant	72,196.01	442.41	-68,404.18		4,234.24
97-Juv Prob Title IV E Fund	1,100.00	0.00	0.00		1,100.00
97-Juv Prob Title IV Texpoo	17,783.33	0.67	0.00		17,784.00
97-Juv Prob Fund Totals:	18,883.33	0.67	0.00		18,884.00
50-Debt Service (I&S)	203,878.59	11,875.34	-122,767.74	0.00	92,986.19
50-Debt Service TexPool Inv	332,424.59	12.32	0.00	0.00	332,436.91
50-Debt Service Fund Total:	536,303.18	11,887.66	-122,767.74	0.00	425,423.10
61-Right of Way	253.95	0.00	0.00		253.95
61-Right of Way, TexPool Inv	63,734.96	2.35	0.00	0.00	63,737.31
61-Right of Way Fund Totals:	63,988.91	2.35	0.00		63,991.26
Total of Funds:	16,566,725.67	1,444,457.29	-3,877,137.58	0.00	14,134,045.38

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
2005 Refunding Bond	5,945,000.00	0.00	5,945,000.00	09/30/2019
Reserve Compter Upgrade '08	7,678.78	-2,588.73	5,090.05	09/15/2013
Liability Comp Absence	317,191.83	0.00	317,191.83	
Phase II-Johnson Controls	94,846.05	-23,373.51	71,472.54	05/14/2014
Pct 2 Reserve Reclaimer	33,700.94	-2,389.53	31,311.41	
Totals:	6,398,417.60	-28,351.77	6,370,065.83	

Debt balance does not reflect interest due for balance of debt.

2013			TexPool	Tex Star	Chase	Retiree	InWood-CD
January			0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February			0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March			0.1047%	0.1125%	0.1500%	0.1500%	0.7500%
April			0.1022%	0.1038%	0.1500%	0.1500%	0.7500%
May			0.0715%	0.0723%	0.1500%	0.1500%	0.7500%
June			0.0576%	0.0614%	0.1500%	0.1500%	0.7500%
July			0.0531%	0.0487%	0.1500%	0.1500%	0.7500%
August			0.0437%	0.0474%	0.1500%	0.1500%	0.7500%
September							
October							
November							
December							
Average Rate:			0.0781%	0.0820%	0.1500%	0.1500%	0.7500%

2012			TexPool	Tex Star	Chase	InWood-CD
January			0.0875%	0.0902%	0.1500%	1.0000%
February			0.0903%	0.0986%	0.1500%	1.0000%
March			0.1150%	0.1148%	0.1500%	1.0000%
April			0.1110%	0.1098%	0.1500%	1.0000%
May			0.1246%	0.1273%		
June			0.1395%	0.1379%	0.1500%	1.0000%
July			0.1316%	0.1359%	0.1500%	1.0000%
August			0.1313%	0.1326%	0.1500%	1.0000%
September			0.1572%	0.1574%	0.1500%	1.0000%
October			0.1657%	0.1746%	0.1500%	0.7500%
November			0.1564%	0.1720%	0.1500%	0.7500%
December			0.1506%	0.1647%	0.1500%	0.7500%
Average Rate:			0.1301%	0.1347%	0.1500%	0.9318%

2011			TexPool	Tex Star	Chase	InWood-CD
January			0.1587%	0.1637%	0.2200%	1.6500%
February			0.1470%	0.1476%	0.2100%	1.6500%
March			0.1461%	0.1408%	0.2000%	1.6500%
April			0.1122%	0.1108%	0.2000%	1.6500%
May			0.0838%	0.0863%	0.2000%	1.6500%
June			0.0793%	0.0889%	0.2000%	1.6500%
July			0.0665%	0.0746%	0.2000%	1.6500%
August			0.0851%	0.0940%	0.2000%	1.6500%
September			0.0929%	0.0906%	0.1700%	1.6500%
October			0.0839%	0.0807%	0.1700%	1.6500%
November			0.1080%	0.0973%	0.1700%	1.0000%
December			0.8100%	0.0182%	0.1700%	1.0000%
Average Rate:			0.1645%	0.0995%	0.1925%	1.5417%

Quarterly Investment Report
 July, August, September 2013

Investment All Funds	Quarter Balance
TexPool Investment	\$2,389,139.73
TexStar Investment	\$216,732.87
Chase Money Market Fund	\$7,643,862.66
Chase Retiree Fund	\$0.00
Inwood National Bank C.D.	\$547,794.16
Total Investments:	\$10,797,529.42

Total General Operating Investments:	\$8,554,430.23
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(Does not include R&B, Debt Service, ROW, CCRM, Juv Prob, Jail, Retiree Fund)

#12,930
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 at 11:30 o'clock A M
 OCT 22 2013
 By JENNIFER LINDENZWEIG
 County Clerk, Hunt County, Tex.

Quarterly Investment Report
 July, August, September 2013

FUND	BEG. BALANCE	DEPOSITS	WITHDRAWALS	INTEREST	QTR ENDING	
					INVESTMENT	BALANCE
TEX POOL ACCOUNTS						
General Operating	\$146,023.83	\$0.00	\$0.00	\$16.71	\$146,040.54	
R & B 1	\$694,813.20	\$0.00	(\$290,000.00)	\$65.86	\$404,879.06	
R & B 2	\$693,928.41	\$0.00	(\$355,000.00)	\$64.48	\$338,992.89	
R & B 3	\$590,105.42	\$0.00	(\$305,000.00)	\$48.68	\$285,154.10	
R & B 4	\$558,328.02	\$0.00	(\$400,000.00)	\$39.19	\$158,367.21	
DEBT SERVICE	\$332,409.57	\$0.00	\$0.00	\$38.13	\$332,447.70	
R.O.W	\$63,732.07	\$0.00	\$0.00	\$7.33	\$63,739.40	
REC. MGT-CC	\$60,368.34	\$0.00	\$0.00	\$6.96	\$60,375.30	
Juvenile Probation	\$17,782.55	\$0.00	\$0.00	\$2.05	\$17,784.60	
Jail Lawsuite Settlement Fund	\$581,292.28	\$0.00	\$0.00	\$66.65	\$581,358.93	
TOTAL TEXPOOL	\$3,738,783.69	\$0.00	(\$1,350,000.00)	\$356.04	\$2,389,139.73	
TexStar-G.O.	\$216,708.25	\$0.00	\$0.00	\$24.62	\$216,732.87	
CHASE GENERL INV	\$11,334,262.95	\$0.00	(\$3,694,039.17)	\$3,638.88	\$7,643,862.66	
CHASE RETIREE FUND	\$48,044.66	\$661.22	(\$48,716.96)	\$11.08	\$0.00	
Inwood C.D.-G.O.	\$546,759.91	\$0.00	\$0.00	\$1,034.25	\$547,794.16	
TOTAL INVESTMENT	\$15,884,559.46	\$661.22	(\$5,092,756.13)	\$5,064.87	\$10,797,529.42	

Prepared by: *Delores Shelton*
 Hunt County Treasurer
 Prepared: 10/10/2013

#12,931

Hunt County, #215

Authorization to maintain TCDRS plan provisions
Plan Year 2014

FILED FOR RECORD
at 11:30 o'clock A M

OCT 22 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By: [Signature]

With respect to the participation of Hunt County in the Texas County & District Retirement System (TCDRS) for the 2014 plan year, the following order was adopted:

- 1. Hunt County makes no change in the plan provisions for non-retirees.
- * 2. With respect to benefit payments being paid to retirees or their beneficiaries, Hunt County (check one box):

- does not adopt a cost-of-living adjustment (COLA).
- adopts a ___% CPI-based COLA.
- adopts a ___% flat-rate COLA.

- * 3. The required employer contribution rate for Plan Year 2014 will be the following:

(a) Required rate without COLA:		10.42%	
(b) COLA rate:	+	- 0 -	(enter 0 if not adopting a COLA)
(c) Total required rate (a + b):	=	<u>10.42%</u>	

- * 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Hunt County adopts for Plan Year 2014 (check one box):

- the **total required rate** listed above.
- add a new elected rate of _____%.

5. In the event the 2014 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Hunt County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Hunt County in TCDRS for Plan Year 2014 truly and accurately reflects the official action taken during a properly posted and noticed meeting on 10/22, 2013, by the Commissioners Court of Hunt County as such action is recorded in the official minutes.

Authorized Signature, County Judge of Hunt County

John L. Horn

Printed Name

Dated: 10/22/2013

* Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.

RETIREMENT PLAN ASSESSMENT
FOR PLAN YEAR 2014

Hunt County – 215

Hunt County, #215
Retirement plan assessment
for plan year 2014

It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits are adequate and affordable. This plan assessment will give you an overview of the benefits you currently provide. It also includes estimates on how much it will cost to provide these benefits in 2014.

If you are interested in changing your plan provisions for 2014, please contact your TCDRS Employer Services Representative. We will send you cost and benefit information on any changes you are considering. If you are satisfied with your current plan, please complete and return your authorization by Dec. 16, 2013.

If you have questions, contact your TCDRS Employer Services Representative at 800-651-3848.

NEXT STEPS

1. If you are not considering any plan changes ...
complete and return your authorization by Dec. 16, 2013.
2. If you are only adopting a COLA or elected rate ...
complete and return your authorization by Dec. 16, 2013.
3. If you are considering changing or adding other plan provisions ...
contact TCDRS at 800-651-3848. We will be happy to send you the rates and authorization for the plan changes you are considering.

KEY DATES

Oct. 01, 2013

Deadline to contact TCDRS in writing if you are considering authorizing a buyback.

Dec. 16, 2013

Send in your authorization to TCDRS confirming your 2014 plan provisions.

YOUR BENEFITS

Basic Benefit Provisions:

Employee deposit rate — 7%

Matching rate — 200%

Prior service credit — 155%

Retirement Eligibility:

Age 60 with 8 years of service

Any age with 30 years of service

Rule of 75 (age plus years of service equals 75)

Cost-of-Living Adjustments (COLAs) for retirees:

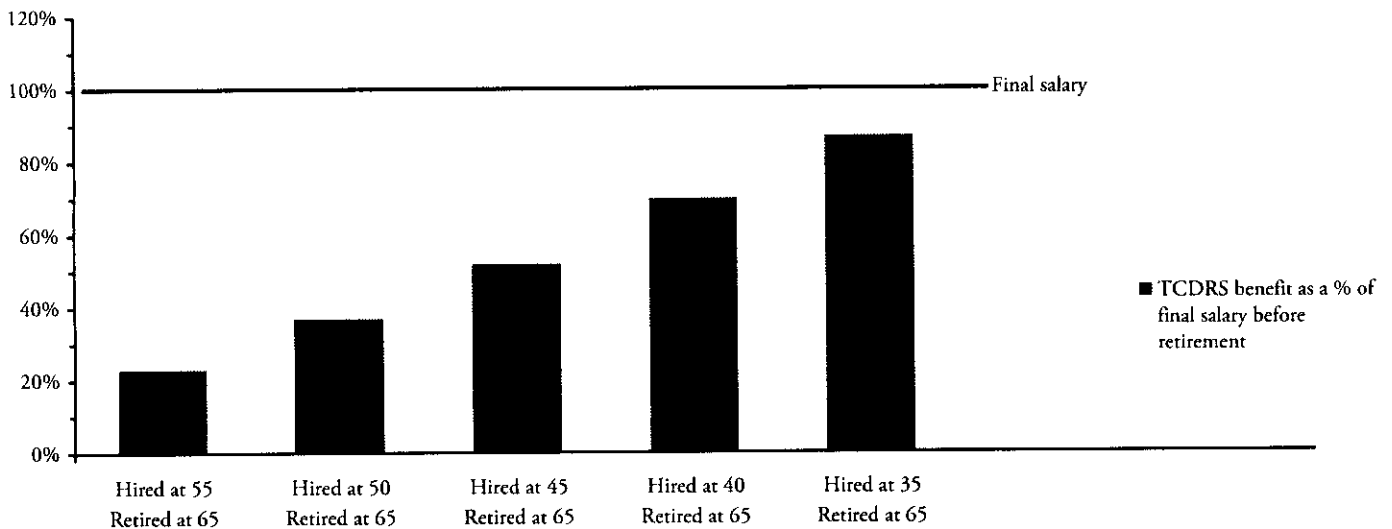
Your last adopted COLA was a 3% flat-rate COLA in 2009.

Optional Benefit Provisions:

WHAT YOU ARE PROVIDING

Under your plan, each employee makes deposits into his or her personal TCDRS account by paying in a percentage of each paycheck. Employee accounts earn 7% interest each year, which is compounded annually based on the account balance at the beginning of the year. If one of your employees chooses to receive a retirement benefit, TCDRS adds the employee's personal account balance to matching and other credits you provide as an employer. We then convert that sum into a monthly benefit payment, payable for life.

The following chart shows the estimated TCDRS benefit as a percentage of final salary prior to retirement for a new hire:



Assumptions

- Employees are new hires and will work for you until retirement.
- Your current plan provisions will remain in effect through employee's retirement.
- Current laws governing TCDRS will continue as they are.
- Graded salary scales give bigger raises early in careers, with smaller raises later in careers (see Summary Valuation Report at www.tcdrs.org).
- Based on Life Only benefit.

YOUR COSTS

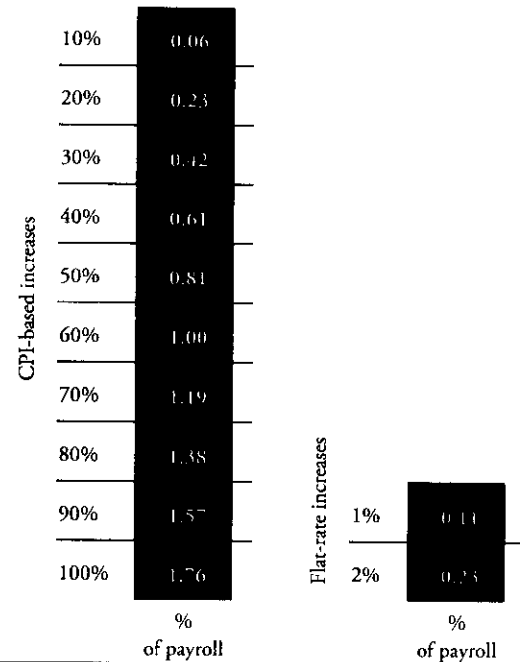
Your employer contribution rate represents the percentage of payroll your organization needs to contribute to fund future benefits for your current employees, former employees and retirees.

To calculate your total required rate, add the rate for any COLA you plan to adopt to the provided calculated contribution rate.

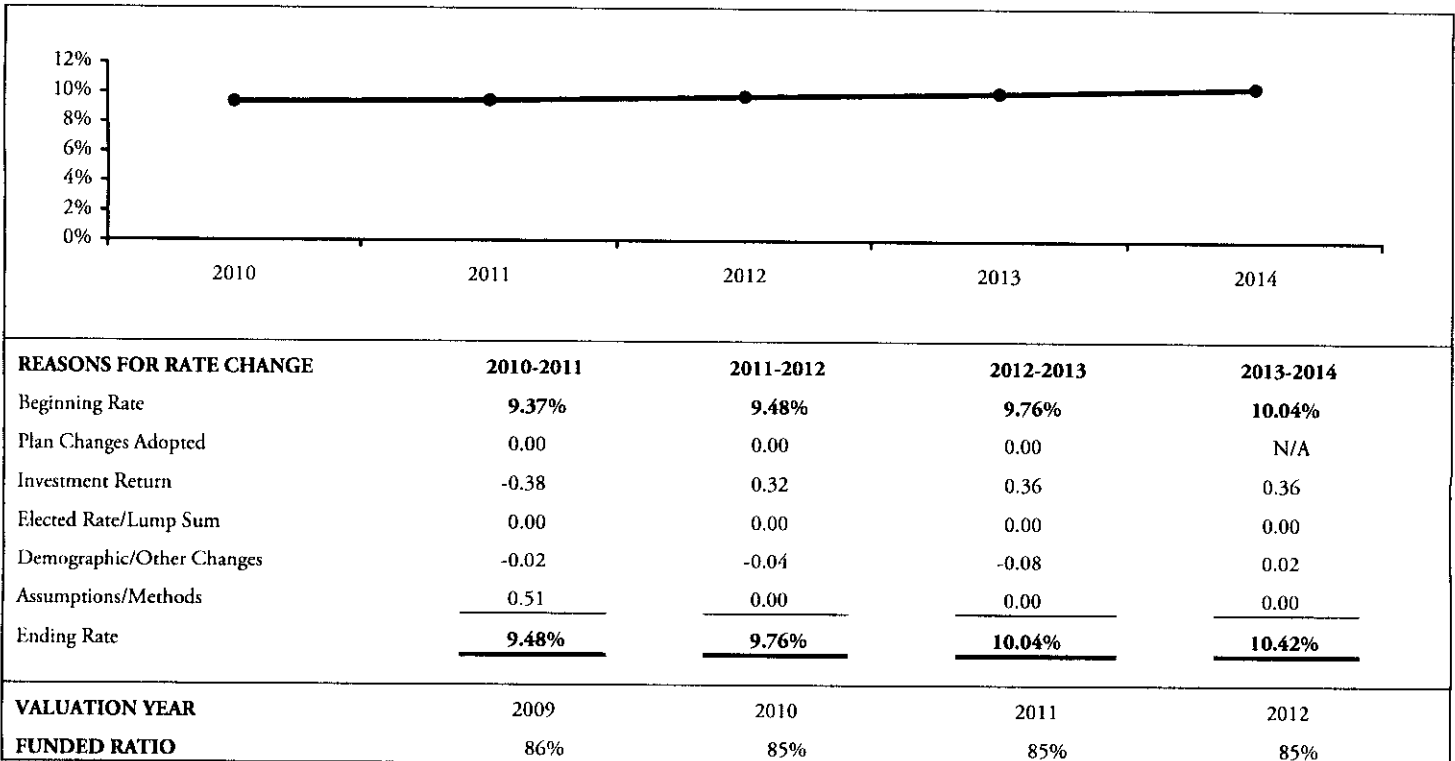
Your normal cost rate		6.96%
Your UAAL rate	+	3.46%
Calculated contribution rate		10.42%
COLA rate (if adopting)	+	_____
Total required rate		_____

To determine the cost of your plan in dollars, move the decimal for your "Total required rate" two places to the left, then multiply it by your estimated payroll for next year.

COLAs must be authorized each year. They are not "automatic." If you wish to authorize a COLA for the next plan year, you can estimate the cost based on the schedule of rates below:



Below is a record of your required employer contribution rate history over the last five years.



A complete Summary Valuation Report for the Dec. 31, 2012 valuation is available on the web.

#12,932

2014 Hunt County Resolution
Indigent Defense Grant Program

FILED FOR RECORD
at 11:30 o'clock A M

OCT 22 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By Jennifer Lindenzweig

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and




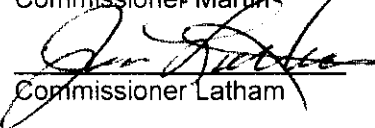
WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hunt County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hunt County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

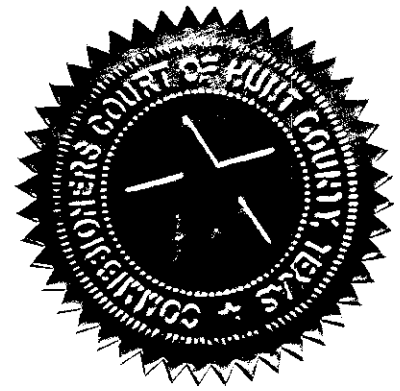
Adopted this 22nd day of October, 2013

 _____ Commissioner Evans	 _____ Commissioner Martin
 _____ Commissioner Atkins	 _____ Commissioner Latham

Attest:



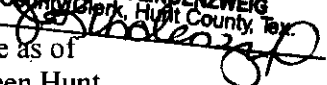
County Clerk



#12,933

FILED FOR RECORD
at 11:30 o'clock A M

OCT 22 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By 

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (the "Lease") is made and effective as of November 1, 2013 (the "Effective Date") to November 1, 2018 by and between Hunt County Tax Office, [Office] (the "Lessor") and BIS Consulting, a [Corporation] (the "Lessee"). The Lessor and the Lessee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Lessor is the [sole] owner of that certain equipment described more particularly in Exhibit A hereto and made a part hereof by reference (the "Equipment"); and

WHEREAS, the Lessee wishes to lease the Equipment from the Lessor in accordance with the terms and conditions of the Lease; and

WHEREAS, the Lessor wants to lease the Equipment to the Lessee in accordance with the terms and conditions of the Lease; and

WHEREAS, each Party is duly authorized and capable of entering into this Lease;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. LEASE OF EQUIPMENT.

Effective as of the Effective Date, the Lessor agrees to lease and deliver to the Lessee, and the Lessee agrees to lease and accept delivery from the Lessor, all of its right and interest in and to the Equipment.

2. TERM.

The rental term (the "Term") shall be for a period of 60 month(s), commencing on the later of the following: (a) the Effective Date; or (b) the date the Lessee receives the Equipment, as acknowledged in writing by the Lessee to the Lessor. At the end of the Term, Lessee shall, at its election, sign a new Lease with the Lessor or surrender the Equipment to the Lessor, or purchase the Equipment as provided in Section 22 a hereto.

3. RENTAL PAYMENTS.

As consideration for the Lease, the Lessee agrees to pay in advance to the Lessor the amount of Zero dollars (\$0.00) for the initial installation and (\$400.00) each month thereafter (the "Rent"), starting on the Effective Date. The Lessee shall pay the Rent on the

first day of each succeeding month thereafter. Payment of the Rent does not give the Lessee any equity interest in the Equipment. All Rent shall be paid to Lessor at the address set forth in Section 17 below or at such other address that the Lessor may hereafter specify in writing.

4. OWNERSHIP.

Except for Lessee's rights of use under this Lease, the Equipment is and shall at all times be and remain the exclusive personal property of the Lessor, even if installed in or attached to real property by the Lessee, The Lessee shall have no right, title, or interest in or to the Equipment except as expressly set forth in this Lease.

5. CARE, USE, AND MAINTENANCE OF EQUIPMENT.

- (a) The Lessee shall keep the Equipment in good condition and make all necessary repairs and replacements at its own cost and expense.
- (b) The Lessee agrees that the Equipment will be operated by competent employees and used solely in the conduct of its business.
- (c) The Lessee and its employees shall use the Equipment carefully and properly, and in compliance with all federal, state, and local laws.
- (d) Lessee agrees to keep and use the Equipment only 2500 Stonewall Street Hunt, TX 75403. The Lessee agrees not to remove the Equipment from this location without the Lessor's prior written consent.
- (e) Lessee shall not make any alterations or additions to the Equipment without the Lessor's prior written consent.
- (f) The Lessee shall notify the Lessor promptly of any loss, theft, or destruction of all or any part of the Equipment, or of any damage beyond repair to the Equipment, and shall make the Equipment or any wreckage available for disposal.
- (g) The Lessee shall not assign, sublease, or transfer the Equipment without the Lessor's prior written consent.

6. LESSOR'S REPRESENTATIONS AND WARRANTIES.

The Lessor hereby represents and warrants to the Lessee as follows:

- (a) THE LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED IN THIS LEASE, AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT

NOT LIMITED TO THE DESIGN OR CONDITION OF THE EQUIPMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- (b) During the Term and subject to the terms and provisions hereof, the Lessor shall not interrupt the Lessee's possession and use of the Equipment if the Lessee performs and observes all the conditions set forth herein.
- (c) The Lessor assigns to the Lessee any assignable warranty, whether express or implied, affecting the Equipment.

7. LESSEE'S REPRESENTATIONS AND WARRANTIES.

The Lessee hereby represents and warrants to the Lessor as follows:

- (a) The Equipment is in good condition and of a type, size, design, and capacity selected solely by the Lessee, and each item of Equipment is being leased for use in the conduct of the Lessee's business.
- (b) If, after the Effective Date, the Equipment does not operate properly, or is unsatisfactory for any reason, the Lessee shall make any claim on account thereof against the manufacturer, seller, or installer of the Equipment, and shall not assert any such claim against the Lessor.
- (c) The Lessee shall bear all expenses incurred or related to any claims made or actions taken on any assigned warranty. Any cash or cash equivalent recovered under any such warranty shall be made payable to the Lessor and, in the Lessor's sole discretion, shall be used to repair or replace the Equipment.
- (d) The Lessee shall pay Rent to the Lessor even if the Equipment's supplier or manufacturer breaches any warranty or representation.
- (e) All documents delivered by the Lessee in connection with this Lease have been duly authorized by all necessary action on the part of the Lessee.
- (f) The execution, delivery, and performance of this Lease do not violate any law or governmental rule, regulation, or order applicable to the Lessee.

8. LIABILITY FOR LOSS AND DAMAGE.

If the Equipment is damaged, the Lessee shall immediately repair the Equipment to a state of good working order. If the Equipment is lost, stolen, destroyed, or damaged beyond repair, the Lessee shall, at the Lessor's option:

- (a) replace the Equipment with like equipment in good working order; or
- (b) pay the Lessor in cash all of the following:
 - 1) all amounts owed by the Lessee to the Lessor under this Lease on the date of such loss, theft, destruction, or damage;
 - 2) an amount equal to the replacement of one hundred percent (100%) of the actual cost of such Equipment; and
 - 3) the unpaid balance of the total Rent for the Term that is attributable to such Equipment.

On receipt of any such payment, the Lessor shall assign to the Lessee whatever interest the Lessor has in such item of the Equipment, without warranty, express or implied. For purposes of calculating amounts the actual cost of an item shall be its fair market value on the date of its loss, theft, destruction, or damage.

9. DEFAULT.

The occurrence of any of the following events (each an "Event of Default") shall constitute a default of this Lease:

- (a) The failure to make a required payment under this Lease as and when due, including but not limited to Rent, interest charges, sums due as an indemnity, excess item expenses, or other charges;
- (b) The breach or violation by the Lessee of any term, covenant, promise, agreement, representation, or warranty of this Lease;
- (c) The insolvency or bankruptcy of the Lessee;
- (d) Any default, breach, or violation of or under any debenture, bond, or evidence of indebtedness of the Lessee; or
- (e) Subjection of any of the Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

10. RIGHTS OF LESSOR ON DEFAULT.

On the occurrence of any Event of Default the Lessor shall have the right, without notice or demand, to terminate this Lease and take possession of the Equipment, in addition to any other rights afforded to the Lessor by law. The Lessee shall not be released from paying damages sustained by the Lessor on such termination. If on any termination of this Lease the Lessee fails or refuses to deliver the Equipment to the Lessor, the Lessor shall have the right to enter the Lessee's premises and retake possession of the Equipment without legal process. The Lessee releases any claim or right of action for trespass or damages caused by the Lessor's entry and repossession. The Lessee expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by the repossession. The Lessee shall pay all expenses, including attorneys' fees; the Lessor incurs to enforce this Lease. All of the Lessor's remedies are cumulative and may be exercised concurrently or separately.

11. INTEREST.

If the Lessee fails to pay when due Rent or any other charges or amounts payable by the Lessee to the Lessor hereunder, the Lessee shall be charged interest on such unpaid sums at the rate of 10% per month. Interest shall be calculated from the due date of such amount to the actual payment date.

12. LESSOR'S RIGHT OF INSPECTION.

The Lessor shall have the right, on prior written notice to the Lessee, to inspect the Equipment during the Lessee's normal business hours.

13. SUCCESSORS AND ASSIGNS.

All references in this Lease to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

14. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Lease, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Lease shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

15. OPTION TO RENEW.

If the Lessee is not in default at the end of this Term, the Lessee shall have the option to renew the Lease for a similar term and hardware on such terms and conditions as the Parties may agree at the time of such renewal on November 1, 2018.

16. OPTION TO PURCHASE.

- (a) If the Lessee does not violate any terms and conditions of this Lease, the Lessee shall, at the end of the Term, have the option to purchase the Equipment at a price equal to its fair market. The Lessee shall exercise this option by giving notice in writing to the Lessor at least 30 days before the end of the Term.
- (b) The fair market value of the Equipment on the last day of the Term as determined by mutual agreement between the Parties, shall be taken as “the fair market value” of such Equipment.
- (c) The Lessee shall pay the Purchase Price to the Lessor within 30 days after the end of the Term.

17. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Lessor:
Hunt County Tax Office
2500 Stonewall Street Suite 101
Greenville, TX 75403

If to the Lessee:
BIS Consulting
14802 Venture Dr
Dallas, Texas 75234

18. GOVERNING LAW.

This Lease shall be governed by the laws of the state of Texas. In the event that litigation results from or arises out of this Lease or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

19. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of

this Lease, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

20. SEVERABILITY.

Whenever possible, each provision of this Lease, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Lease will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

21. ENTIRE LEASE.

This Lease, together with Exhibit A and any and all other subsequently added schedules and exhibits, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties.

22. HEADINGS.

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

- a) The client may purchase the hardware and software in Exhibit A for fair market value at the end of the lease on November 1, 2018

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

Dated: 07/15/2011

LESSOR

Hunt Central Tax Office

By: _____

Name: Randy L Wineinger

Title: Tax

LESSEE

BIS Enterprises LLC

By: _____

Name: Britt Martin

Title: Co - CEO

EXHIBIT A

INVENTORY OF EQUIPMENT LEASED

Model Serial No.	Manufacturer	Description	Quantity
	Samsung	72s-7200s Starter... Contains: Universal Cabinet, MP20s Card, Smart Media w/ Software Program, Voice mail, Auto attendant and caller ID built in. 72-T1/PRI Trunk ... OS7200 T1/PRI Trunk Card 72-16-Port DLI-2 OS7200 16-Port DLI-2 Digital Line Interface 72-8 Combo-8DLI... OS 7200 8Combo-8DLI and 8SLI OfficeServ E-Mail... SVMi e-Mail Gateway License (Unlimited Voicemail to email) 72-OAS Optional Applications Service Card 703.00	1
	Samsung	SMT-15230DG 21 button backlit IP telephone	25
	Samsung	SMT-15210DG 14 button backlit IP telephone	3

FILED FOR RECORD
at 2:50 o'clock P M

OCT 22 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex
By *[Signature]*

#12,936

RESOLUTION

WHEREAS, the HUNT COUNTY; LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT became, pursuant to a Constable's Sale for delinquent taxes, the owner of a certain tract of land described in the, attached Exhibit "A" and incorporated herein;

And WHEREAS, because the property described is not currently on the tax roll and will not be added to the tax roll until it is sold, it is desirable that the property be sold so that it may be added to the tax roll and so that the taxes may be assessed against the property in the future;

And WHEREAS, an offer has been made to purchase the property, and the County of Hunt acting on behalf of itself and as Trustee for LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT wishes to accept the offer of Juan D. Serrano to purchase the property for \$460.65;

And WHEREAS, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code, and shall constitute payment in full of all taxes, penalties and interest due all taxing entities herein named.

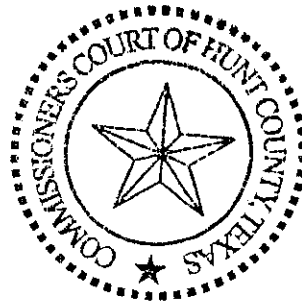
Be it therefore RESOLVED that the County of Hunt hereby authorizes John Horn, County Judge to sign the Deed without Warranty on behalf of the County of Hunt, and as Trustee for LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT.

Passes and adopted this 22 day of October, 20 13.

[Signature]
County of Hunt

Attest:

[Signature]



DEED WITHOUT WARRANTY

#213060

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HUNT

§

THAT the COUNTY OF HUNT (the "COUNTY") a political subdivision of the State of Texas, for and in consideration of the sum of \$460.65, the receipt of which is hereby acknowledged, on behalf of itself and as trustee for the LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT hereby grants, sells and conveys to JUAN D. SERRANO (the "GRANTEE"), and does grant, sell and convey, subject to the terms, conditions, provisions, and restrictions herein set forth unto, GRANTEE the following described real property situated in Hunt County, Texas (the "PROPERTY"), to wit:

Situated in the County of Hunt, State of Texas,

S2651 CREEKSIDE VILLAGE THE VILLAGES OF LONE OAK PH 9 LOT 128 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 1172 PAGE 613, VOLUME 1702 PAGE 142, VOLUME 1185 PAGE 686, VOLUME 1231 PAGE 647, VOLUME 1392 PAGE 623, VOLUME 1315 PAGE 370, VOLUME 1173 PAGE 41 AND CONSTABLE'S DEED FILED AS DOCUMENT NO. 2013-11014 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS. - #213060

This conveyance is made and accepted subject to: (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the PROPERTY.

GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN AN "AS IS" CONDITION, WITH ALL OF ITS FAULTS, IF ANY. GRANTEE RELEASES ALL CLAIMS AND CAUSES OF ACTION, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES. GRANTEE ALSO RELEASES THE COUNTY AND ALL OTHER RELEVANT TAXING AUTHORITIES, THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE PURCHASE OF THE PROPERTY, AND ITS SALE TO GRANTEE. THIS RELEASE IS BINDING UPON GRANTEE'S SUCCESSORS, AND ASSIGNS. GRANTEE REPRESENTS THAT IT HAS HAD SUFFICIENT OPPORTUNITY REPRESENTATION OR DISCLOSURE BY THE COUNTY IN CONNECTION WITH ITS PURCHASE. GRANTEE IS LIABLE FOR THE PRO RATA 2012 PROPERTY TAXES FUTURE YEARS WHILE GRANTEE OWNS THE PROPERTY. GRANTEE EXPRESSLY RELEASES THE COUNTY FROM ANY LIABILITIES, WARRANTIES, GUARANTEES,

EXPENSES AND COSTS ASSOCIATED WITH OR ARISING OUT OF THE CONDITION OF THE PROPERTY AND CONVEYANCE THEREOF, NOW OR AT ANY TIME IN THE FUTURE.

JUAN D. SERRANO, 1916 HIDDEN FAIRWAY DRIVE, WYLIE, TEXAS 75098

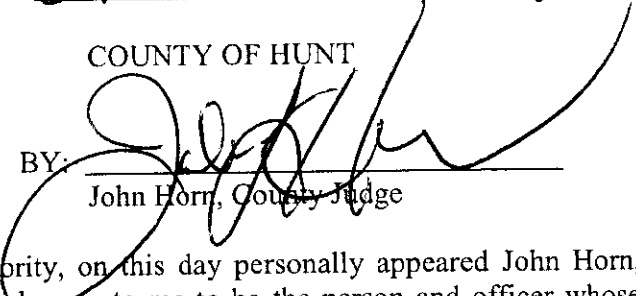
TO HAVE AND TO HOLD the property subject to the aforesaid, unto GRANTEE, its heirs, successors, and assigns forever.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THIS CONVEYANCE IS MADE WITHOUT WARRANTY OF TITLE OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED.

EXECUTED EFFECTIVE the 22 day of October, A.D., 2013.

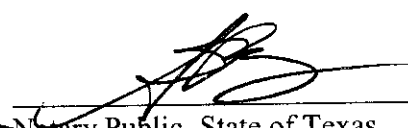
COUNTY OF HUNT

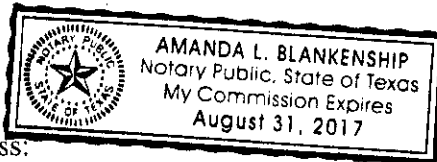
BY:


John Horn, County Judge

BEFORE ME, the undersigned authority, on this day personally appeared John Horn, County Judge of the County of Hunt, Texas known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the County of Hunt, Texas a political subdivision of the State of Texas, acting on behalf of itself and as Trustee for LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT and that he executed the same as the act of the COUNTY OF HUNT for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 22 day of October A.D., 2013.


Notary Public, State of Texas



Grantor's Address:

County of Hunt, PO Box 1042, Greenville, Tx 75403-1042

Grantee's Address:

Juan D. Serrano, 1916 Hidden Fairway Drive, Wylie, Texas 75098



HUNT COUNTY

POST OFFICE BOX 1042 • GREENVILLE, TEXAS 75403-1042

(903) 408-4000
FAX (903) 455-3202
www.hctax.info

Hunt County Judge
Hunt County Courthouse
Greenville, TX 75401

October 8, 2013

Re: Property ID 213060, Tax 19829, GHT vs Lone Oak Land Dev, Fox Hollow Road Lot 128, Lone Oak

The above referenced property was taken to Tax Foreclosure Sale on July 2, 2013. It was struck off to the County of Hunt, deed file and recorded September 9, 2013, Document # 2013-11013.

The property was moved to the Judgment Bid Property Sale. It sold September 30, 2013 to Juan Serrano, 1916 Hidden Fairway Dr, Wylie, TX 75098 for the Minimum Bid of \$460.65.

Enclosed is the deed for Mr. Serrano. Please have signed and returned to Tina Wilson, Hunt County Tax Office.

Sincerely,

Tina M Wilson

Tina Wilson, Property Sale Deputy

903 408 4030

#12,936
RESOLUTION

FILED FOR RECORD
at 2:35 o'clock P M

OCT 22 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

WHEREAS, the HUNT COUNTY; LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT became, pursuant to a Constable's Sale for delinquent taxes, the owner of a certain tract of land described in the, attached Exhibit "A" and incorporated herein;

And WHEREAS, because the property described is not currently on the tax roll and will not be added to the tax roll until it is sold, it is desirable that the property be sold so that it may be added to the tax roll and so that the taxes may be assessed against the property in the future;

And WHEREAS, an offer has been made to purchase the property, and the County of Hunt acting on behalf of itself and as Trustee for LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT wishes to accept the offer of Juan D. Serrano to purchase the property for \$422.11;

And WHEREAS, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code, and shall constitute payment in full of all taxes, penalties and interest due all taxing entities herein named.

Be it therefore RESOLVED that the County of Hunt hereby authorizes John Horn, County Judge to sign the Deed without Warranty on behalf of the County of Hunt, and as Trustee for LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT.

Passes and adopted this 22 day of October, 20 13.

John Horn
County of Hunt

Attest:

Jennifer Lindenzweig



DEED WITHOUT WARRANTY

#213051

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF HUNT

§

THAT the COUNTY OF HUNT (the "COUNTY") a political subdivision of the State of Texas, for and in consideration of the sum of \$422.11, the receipt of which is hereby acknowledged, on behalf of itself and as trustee for the LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT hereby grants, sells and conveys to JUAN D. SERRANO (the "GRANTEE"), and does grant, sell and convey, subject to the terms, conditions, provisions, and restrictions herein set forth unto, GRANTEE the following described real property situated in Hunt County, Texas (the "PROPERTY"), to wit:

Situated in the County of Hunt, State of Texas,

S2651 CREEKSIDE VILLAGE THE VILLAGES OF LONE OAK PH 9 LOT 119 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 1172 PAGE 613, VOLUME 1702 PAGE 142, VOLUME 1185 PAGE 686, VOLUME 1231 PAGE 647, VOLUME 1392 PAGE 623, VOLUME 1315 PAGE 370, VOLUME 1173 PAGE 41 AND CONSTABLE'S DEED FILED AS DOCUMENT NO. 2013-11014 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS. - #213051

This conveyance is made and accepted subject to: (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the PROPERTY.

GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN AN "AS IS" CONDITION, WITH ALL OF ITS FAULTS, IF ANY. GRANTEE RELEASES ALL CLAIMS AND CAUSES OF ACTION, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES. GRANTEE ALSO RELEASES THE COUNTY AND ALL OTHER RELEVANT TAXING AUTHORITIES, THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE PURCHASE OF THE PROPERTY, AND ITS SALE TO GRANTEE. THIS RELEASE IS BINDING UPON GRANTEE'S SUCCESSORS, AND ASSIGNS. GRANTEE REPRESENTS THAT IT HAS HAD SUFFICIENT OPPORTUNITY REPRESENTATION OR DISCLOSURE BY THE COUNTY IN CONNECTION WITH ITS PURCHASE. GRANTEE IS LIABLE FOR THE PRO RATA 2012 PROPERTY TAXES FUTURE YEARS WHILE GRANTEE OWNS THE PROPERTY. GRANTEE EXPRESSLY RELEASES THE COUNTY FROM ANY LIABILITIES, WARRANTIES, GUARANTEES,

EXPENSES AND COSTS ASSOCIATED WITH OR ARISING OUT OF THE CONDITION OF THE PROPERTY AND CONVEYANCE THEREOF, NOW OR AT ANY TIME IN THE FUTURE.

JUAN D. SERRANO, 1916 HIDDEN FAIRWAY DRIVE, WYLIE, TEXAS 75098

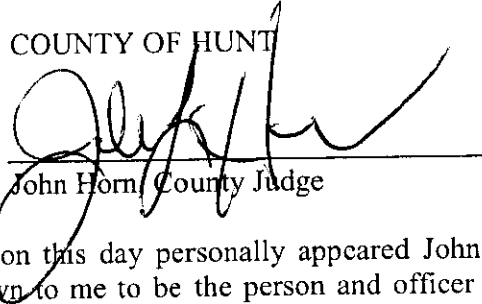
TO HAVE AND TO HOLD the property subject to the aforesaid, unto GRANTEE, its heirs, successors, and assigns forever.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THIS CONVEYANCE IS MADE WITHOUT WARRANTY OF TITLE OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED.

EXECUTED EFFECTIVE the 22 day of October, A.D., 20 13.

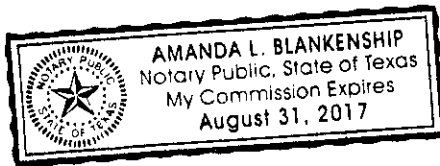
COUNTY OF HUNT


BY:


John Horn, County Judge

BEFORE ME, the undersigned authority, on this day personally appeared John Horn, County Judge of the County of Hunt, Texas known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the County of Hunt, Texas a political subdivision of the State of Texas, acting on behalf of itself and as Trustee for LONE OAK INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT and that he executed the same as the act of the COUNTY OF HUNT for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 22 day of October A.D., 20 13.




Notary Public, State of Texas

Grantor's Address:

County of Hunt, PO Box 1042, Greenville, Tx 75403-1042

Grantee's Address:

Juan D. Serrano, 1916 Hidden Fairway Drive, Wylie, Texas 75098



HUNT COUNTY

POST OFFICE BOX 1042 • GREENVILLE, TEXAS 75403-1042

(903) 408-4000
FAX (903) 455-3202
www.hctax.info

Hunt County Judge
Hunt County Courthouse
Greenville, TX 75401

October 8, 2013

Re: Property ID 213051, Tax 19829, GHT vs Lone Oak Land Dev, Fox Hollow Road, Lone Oak
Lot 119

The above referenced property was taken to Tax Foreclosure Sale on July 2, 2013. It was struck off to the County of Hunt, deed file and recorded September 9, 2013, Document # 2013-11014.

The property was moved to the Judgment Bid Property Sale. It sold September 30, 2013 to Juan Serrano, 1916 Hidden Fairway Dr, Wylie, TX 75098 for the Minimum Bid of \$422.11.

Enclosed is the deed for Mr. Serrano. Please have signed and returned to Tina Wilson, Hunt County Tax Office.

Sincerely,

Tina M Wilson

Tina Wilson, Property Sale Deputy
903 408 4030

12,941

Hunt County Pay-Off Agreement with Texas Comptroller of Public Accounts

- Hunt County is approved for a 40-year payback term, divided into 480 monthly payments, to begin April 1, 2014
- Electing to make payments directly rather than having the amount deducted from the tax collections saves the County 2% of the total amount to be repaid.

Amount of sales and use tax to be repaid: \$924,847.00

Total amount minus 2% service fee: **\$906,350.67**

Total amount per year: \$22,658.77

Monthly payment: **\$1,888.23**

FILED FOR RECORD
at 11:30 o'clock A M
OCT 22 2013
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By Jennifer Lindenzweig