

# CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Stefanie R. Holbrook

For Successfully Completing 8.5 Hours of Educational Training at the

School for County Tax Assessor-Collectors

November 18-20, 2013

College Station, TX

TEXAS A&M  
**AGRI LIFE**  
EXTENSION

*Douglas C. Steel*

Douglas Steel, Director, Texas A&M AgriLife Extension Service

*Richard Avery*

Richard Avery, Director, V.G. Young Institute of County Government

*Bobby Bischoff*

Bobby Bischoff, President, Tax Assessor-Collectors Association of Texas

# 12,983(1)

FILED FOR RECORD  
at 11:50 o'clock A M

DEC 20 2013

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

V.G. YOUNG

Institute of  
County  
Government

# CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

**Paul E. Arnold**

For Successfully Completing 8.5 Hours of Educational Training at the

School for County Tax Assessor-Collectors

November 18-20, 2013

College Station, TX

TEXAS A&M  
**AGRILIFE**  
EXTENSION

*Douglas C. Steels*  
Douglas Steels, Director, Texas A&M AgriLife Extension Service

*Rick Avery*  
Rick Avery, Director, V.G. Young Institute of County Government  
*Bobby Bisson*  
Bobby Bisson, President, Tax Assessor-Collectors Association of Texas

#12,983(2)

FILED FOR RECORD  
at 11:50 o'clock A M  
DEC 20 2013  
By JENNIFER LINDENZWEIG  
County Clerk, Harris County, Tex.



# CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

**Randy L. Wineinger**

For Successfully Completing 9.0 Hours of Educational Training at the

School for County Tax Assessor-Collectors

November 18-20, 2013

College Station, TX

TEXAS A&M  
**AGRI LIFE**  
EXTENSION

*Douglas C. Steele*  
\_\_\_\_\_  
Douglas Steele, Director, Texas A&M AgriLife Extension Service

*Rick Avery*  
\_\_\_\_\_  
Rick Avery, Director, V.G. Young Institute of County Government

*Bobby Bischoff*  
\_\_\_\_\_  
Bobby Bischoff, President, Tax Assessor-Collectors Association of Texas

#12,983(3)

FILED FOR RECORD  
at 11:50 o'clock A M  
DEC 20 2013  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

V.G. YOUNG  
Institute of  
County  
Government



*Texas Vital Statistics  
 Texas Department of State Health Services  
 recognizes*

*Jennifer Lindenzweig*

*For completion of the  
 Master Registrar Certification Courses  
 March 25-29, 2013*



#12,983(4)

FILED FOR RECORD  
 at 11:50 o'clock   A   M  
 DEC 20 2013  
 By JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TX  
 304-222-2222

# CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

## Jay Atkins

For Successfully Completing 11 Hours of Educational Training

During the

### 91st Annual County Judges and Commissioners Conference

October 7-10, 2013 Galveston, TX

TEXAS A&M



### EXTENSION

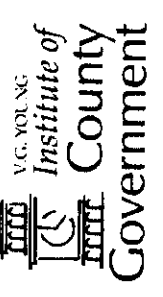
*Douglas L. Steele*  
Douglas L. Steele, Director, Texas A&M AgriLife Extension Service

*Rick Avery*  
Rick Avery, Director, V.G. Young Institute of County Government

*Roger Harmon*  
Roger Harmon, President, County Judges and Commissioners Association of Texas

#12,983(5)

FILED FOR RECORD  
at 11:50 o'clock  
DEC 20 2013  
By JENNIFER LINDENZWEIG  
County Clerk, Galveston County, TX



# CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

## Jim Latham

For Successfully Completing 11 Hours of Educational Training

During the

### 91st Annual County Judges and Commissioners Conference

October 7-10, 2013 Galveston, TX

TEXAS A&M  
**AGRI LIFE**  
EXTENSION

*Douglas L. Steele*  
Douglas L. Steele, Director, Texas A&M AgriLife Extension Service

*Rick Avery*  
Rick Avery, Director, V.G. Young Institute of County Government

*Roger Harmon*  
Roger Harmon, President, County Judges and Commissioners Association of Texas

#12,983(6)

FILED FOR RECORD  
at 11:50 o'clock A M  
DEC 20 2013  
By JENNIFER LINDENZWEIG  
County Clerk, Galveston County, TX



# 12,983(7)

INTERLOCAL AGREEMENT

FILED FOR RECORD  
at 11:52 o'clock A M  
DEC 20 2013  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

This interlocal agreement (the "Agreement") is made by and between LUBBOCK COUNTY, TEXAS ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and HUNT COUNTY, TEXAS ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

ARTICLE I  
PROGRAM

1.01 Program Purpose and Term. The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs within the first 5 years of eligibility are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC") and cost-sharing commensurate with their region's applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD office on a cost-sharing basis (Year 1 of Region's inclusion – 100% funded by TIDC, Year 2 of Region's inclusion – 100% funded by TIDC, Year 3 of Region's inclusion – 80% funded by TIDC, Year 4 of Region's inclusion – 60% funded by TIDC, Year 5 of

Region's inclusion – 40% funded by TIDC, Year 6 of Region's inclusion – 0% funded by TIDC). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2012 through 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the office and a fund balance for emergency situations, counties in the region will contribute as follows, during Year 1 of inclusion - 0%, Year 2 of inclusion – 30%, Year 3 of inclusion – 40%, Year 4 of inclusion – 60%, Year 5 of inclusion – 80% and Year 6 of inclusion - 100% (with a minimum contribution of \$1,000 per county). All percentages are based upon the amount that would be required with no grant funding available (year 6 of regional inclusion). A detailed county allocation schedule is provided in Attachment 1 and is incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of that county's region (50%) and the average number of capital murder cases filed between 1998 and 2008 as a percentage of the whole of that county's region (50%). Such cost share payments shall be made from current funds available to the PARTICIPANT at that time, subject to an annual appropriation. The PD will develop a plan to share costs among the counties beyond the TIDC grant period; however, the PD's obligation to perform after the TIDC grant period is contingent upon receipt of continued county funding.

Interlocal Agreement shall become effective October 1, 2013, and continue through September 30, 2014. Thereafter, this agreement shall renew automatically each October 1<sup>st</sup> for successive one-year terms through September 30, 2017 unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Region may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries (so long as the jurisdiction lies within the noted Administrative Judicial Regions) to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the



Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.

- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

## **ARTICLE II** **OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head  
County Judge  
Lubbock County  
PO Box 10536  
Lubbock, Texas 79408

And:

Jack Stoffregen  
Chief Public Defender  
Regional Public Defender for Capital Cases  
P O Box 2097  
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable John L Horn  
County Judge  
Hunt County  
2500 Lee Street  
Greenville, Texas 75401

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**

(a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.

(b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

SIGNED AND EXECUTED this 20 day of DECEMBER, 2011.

COUNTY OF LUBBOCK

COUNTY OF HUNT

\_\_\_\_\_  
Honorable Thomas V. Head  
County Judge

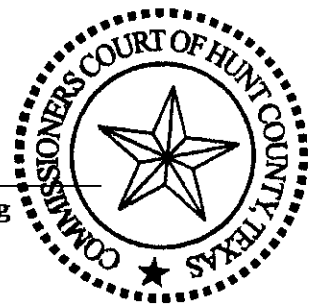
\_\_\_\_\_  
Honorable John L. Horn  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Honorable Kelly Pinion  
Lubbock County Clerk

\_\_\_\_\_  
Honorable Jennifer Lindenzweig  
Hunt County Clerk



APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jack Stoffregen  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

---

R. Neal Burt  
Civil Division Chief  
Criminal District Attorney's Office  
Lubbock County



REGIONAL PUBLIC DEFENDER FOR CAPITAL  
P. O. Box 2097  
Lubbock, Texas 79408  
Main Phone: (806) 775-5650  
Fax: (806) 775-7954

FILED FOR RECORD  
at 11:50 o'clock A M  
DEC 20 2013  
JENNIFER LINDENZWEIG  
By County Clerk, Hunt County, Tex.  
CASES

September 30, 2013

Dear Judge:

I am very pleased and excited to be able to tell you that the Regional Public Defender for Capital Cases office (RPDO) will be entering its seventh year of operation on October 1, 2013. This office was opened on October 1, 2007 as a pilot program limited to an eligible pool of eighty-five counties comprising the 7th and 9th Administrative Judicial Regions. Due to the success of the program, Lubbock County and the Texas Indigent Defense Commission expanded the office into the remaining seven Administrative Judicial Regions over a period of three years, resulting in a potential pool of two hundred forty eligible counties (counties with a population exceeding 300,000 on January 1, 2008 were not eligible to participate).

As you might expect, we encountered a number of unexpected problems as we developed sound office procedures and case protocols. With the assistance of Lubbock County, the Texas Indigent Defense Commission, and local officials such as you, we have managed to make corrections and arrive at a place where we can continue to fulfill our mission to provide effective, efficient, and ethical representation to indigent capital defendants.

The RPDO has a lot to be proud of as well. The program was recognized by both the National Association of Counties and the Texas Association of Counties as an award winner in 2009. We have also been the subject of several magazine publications and numerous newspaper and television reports. In 2013, the Public Policy Research Institute completed and published an in-depth study on the effectiveness and the efficiency of the office. Please visit our website at <http://rpdo.org> and open the "Publications" tab to view much of this material.

I have attached an Interlocal Agreement which details the services which the RPDO will provide your county, and the obligation of your county should you desire to participate, or continue your participation. This agreement has been slightly modified this year, providing that it will renew each year until 2017, unless either your county or Lubbock County opts out with proper notice as per the agreement.

My Oversight Board adopted a policy in 2011 that prohibits a county from participating for a minimum of two years if that county had not opted in during the initial two year eligibility period. The Texas Indigent Defense Commission has also adopted a policy, which you may view at [www.txcourts.gov/tidc/tidchome.asp](http://www.txcourts.gov/tidc/tidchome.asp), that makes it much more difficult for a county to obtain an extraordinary funds disbursement to defray costs for a capital case if the county had the

option to participate in the RPDO but did not.

As you and your Commissioners consider whether participation in the RPDO program is a good fit for your county, please feel free to call or write with any questions or concerns that you have. Additionally, a member of my staff is always available to meet with your Court to explain the benefits of participation and address any concerns voiced.

Sincerely,

Jack Stoffregen

cc: County

Auditor

**Delores Shelton, CIO, CCT  
Hunt County Treasurer**

**FY 11: Monthly Report, November 2013**

# 12,985

**FILED FOR RECORD**  
at 11:50 o'clock A M

**DEC 20 2013**

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

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: \$11,165,178.20**

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 20 day of December, 2013.

*[Signature: 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)


*[Signature: John L. Horn]*  
John L. Horn, Hunt County Judge

*[Signature: Eric Evans]*  
Eric Evans, Pct #1

*[Signature: Jay Atkins]*  
Jay Atkins, Commissioner, Pct 2

*[Signature: Phillip Martin]*  
Phillip Martin, Commissioner, Pct #3

*[Signature: Jim Latham]*  
Jim Latham, Pct 4



**Hunt County Treasurer  
Monthly Report  
November 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
<b>10-GENERAL *</b>	568,559.42	2,074,109.64	-2,131,499.66	300,000.00	<b>811,169.40</b>
10-Chase Investment	6,144,533.00	552.84	0.00	-300,000.00	<b>5,845,085.84</b>
10-Chase Retirement	255,708.87	23.83	0.00	0.00	<b>255,732.70</b>
10-TexPool Investment	146,046.71	5.38	0.00	0.00	<b>146,052.09</b>
10-TexStar Investment	216,740.84	7.24	0.00	0.00	<b>216,748.08</b>
10-InWood Nat'l Bank CD	548,131.84	349.16	0.00	0.00	<b>548,481.00</b>
10-TexPool Investment, Jail	581,383.52	21.31	0.00	0.00	<b>581,404.83</b>
<b>10-General Fund Totals:</b>	<b>8,461,104.20</b>	<b>2,075,069.40</b>	<b>-2,131,499.66</b>	<b>0.00</b>	<b>8,404,673.94</b>
<b>20-Law Library</b>	-5,828.85	2,452.00	-4,113.90		<b>-7,490.75</b>
<b>21-R&amp;B #1</b>	39,051.33	55,015.80	-132,088.30	40,000.00	<b>1,978.83</b>
21-R&B #1, TexPool Invest.	289,892.87	10.36	0.00	-40,000.00	<b>249,903.23</b>
<b>21-R&amp;B #1 Fund Totals:</b>	<b>328,944.20</b>	<b>55,026.16</b>	<b>-132,088.30</b>	<b>0.00</b>	<b>251,882.06</b>
<b>22-R&amp;B #2</b>	34,079.88	53,531.08	-140,455.03	50,000.00	<b>-2,844.07</b>
22-R&B #2, TexPool Invest.	244,004.51	7.91	0.00	-50,000.00	<b>194,012.42</b>
<b>22-R&amp;B #2 Fund Totals:</b>	<b>278,084.39</b>	<b>53,538.99</b>	<b>-140,455.03</b>	<b>0.00</b>	<b>191,168.35</b>
<b>23-R&amp;B #3</b>	34,189.20	54,297.65	-121,008.46	30,000.00	<b>-2,521.61</b>
23-R&B #3, TexPool Invest	255,165.23	8.47	0.00	-30,000.00	<b>225,173.70</b>
<b>23-R&amp;B #3 Fund Totals:</b>	<b>289,354.43</b>	<b>54,306.12</b>	<b>-121,008.46</b>	<b>0.00</b>	<b>222,652.09</b>
<b>24-R&amp;B #4</b>	36,895.96	53,679.49	-106,449.33	15,000.00	<b>-873.88</b>
24-R&B #4, TexPool Invest	128,373.13	4.61	0.00	-15,000.00	<b>113,377.74</b>
<b>24-R&amp;B #4 Fund Totals:</b>	<b>165,269.09</b>	<b>53,684.10</b>	<b>-106,449.33</b>	<b>0.00</b>	<b>112,503.86</b>
<b>25-Health Private *</b>	63,301.67	6,269.00	-1,365.53		<b>68,205.14</b>
<b>26-State Health Services *</b>	-60,729.15	1,401.54	-30,807.26		<b>-90,134.87</b>
<b>27-Hunt County Grants *</b>	9,942.89	28,000.29	-5,907.02		<b>32,036.16</b>
<b>68-JP, DDC Fee Fund *</b>	135,093.70	455.40	-742.46		<b>134,806.64</b>
<b>71-DC Record Management</b>	7,463.62	241.22	-775.02		<b>6,929.82</b>
<b>70-Voter Admin 19</b>	-470.00	0.00	-1,547.00		<b>-2,017.00</b>
<b>74-Elections Special</b>	42,256.97	0.00	0.00		<b>42,256.97</b>
<b>75-CA-DWI</b>	6,424.62	305.73	0.00		<b>6,730.35</b>
<b>81-CC Rec Mgt Preservation</b>	43,639.60	7,673.27	-2,921.79	0.00	<b>48,391.08</b>
81-CC Rec Mgt Pr. TexPool	60,377.87	2.20	0.00	0.00	<b>60,380.07</b>
<b>81-CC RMP Fund Totals:</b>	<b>104,017.47</b>	<b>7,675.47</b>	<b>-2,921.79</b>	<b>0.00</b>	<b>108,771.15</b>
<b>82-Courthouse Security *</b>	347,685.37	2,486.27	-15,174.83		<b>334,996.81</b>
<b>83-Justice Court Sec.</b>	76,305.75	266.64	-720.63		<b>75,851.76</b>



**Hunt County Treasurer  
Monthly Report  
November 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	26,604.73	385.00	0.00		26,989.73
85-Co & District Court Tech	6,373.96	108.98	0.00		6,482.94
86-County Record Preserva	42,085.52	710.00	-86.97		42,708.55
87-Justice Court Technolog	146,037.56	1,109.92	-591.91		146,555.57
88-County Clerk Archive	75,442.31	5,010.00	0.00		80,452.31
89-County Record Mgt Pres	23,499.96	1,117.61	-2,581.19		22,036.38
91-LEOSE	17,197.92	0.00	0.00		17,197.92
95-Juv Prob. Center Fund*	288,108.54	5,865.01	-112,887.53		181,086.02
96-Juv Prob "A-Z" Grant *	116,396.60	55,946.88	-43,406.00		128,937.48
97-Juv Prob Title IV E Fund	-250.33	7,022.12	-1,474.58		5,297.21
97-Juv Prob Title IV Texpoo	17,785.36	0.52	-7,000.00		10,785.88
<b>97-Juv Prob Fund Totals:</b>	<b>17,535.03</b>	<b>7,022.64</b>	<b>-8,474.58</b>		<b>16,083.09</b>

50-Debt Service (I&S)	139,501.73	70,327.41	-3,482.40	0.00	206,346.74
50-Debt Service TexPool Inv	332,461.79	12.18	0.00	0.00	332,473.97
<b>50-Debt Service Fund Total:</b>	<b>471,963.52</b>	<b>70,339.59</b>	<b>-3,482.40</b>	<b>0.00</b>	<b>538,820.71</b>
61-Right of Way	260.59	0.00	0.00		260.59
61-Right of Way, TexPool Inv	63,742.08	2.35	0.00	0.00	63,744.43
<b>61-Right of Way Fund Totals:</b>	<b>64,002.67</b>	<b>2.35</b>	<b>0.00</b>		<b>64,005.02</b>

**Total of Funds: 11,543,468.69 2,488,796.31 -2,867,086.80 0.00 11,165,178.20**

\* October Books not closed prior to 10/31/13 report.

**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	2,493.87	0.00	2,493.87	09/15/2013
Liability Comp Absence	317,191.83	0.00	317,191.83	
Phase II-Johnson Controls	71,472.54	-23,597.31	47,875.23	05/14/2014
Pct 2 Reserve Reclaimer	26,524.24	-2,397.66	24,126.58	
<b>Totals:</b>	<b>6,362,682.48</b>	<b>-25,994.97</b>	<b>6,336,687.51</b>	

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

<b>2013</b>			<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>Retiree</b>	<b>InWood-CD</b>
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			0.0394%	0.0390%	0.1500%	0.1500%	0.7500%
October			0.0498%	0.0434%	0.1200%	0.1200%	0.7500%
November			0.0446%	0.0405%	0.1200%	0.1200%	0.7500%
December							
Average Rate:			0.0690%	0.0708%	0.1445%	0.1445%	0.7500%

<b>2012</b>			<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>InWood-CD</b>
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%	0.1500%	1.0000%
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%	0.9375%

<b>2011</b>			<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>InWood-CD</b>
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%

## TexPool Monthly Rate History for 2013

Month	Average Monthly Rate	Average Monthly Factor	Average Monthly 7 Day Rate	Average Monthly Balance	WAM Days (1)	WABI Days (2)	Participants
JAN	0.0986%	0.000002702	0.1048%	\$17,371,565,231.80	48	70	2,277
FEB	0.0935%	0.000002561	0.0918%	\$19,412,934,087.91	51	70	2,278
MAR	0.1047%	0.000002868	0.1038%	\$18,171,565,200.46	51	73	2,281
APR	0.1022%	0.000002801	0.1030%	\$17,264,209,213.34	49	75	2,282
MAY	0.0715%	0.000001959	0.0748%	\$16,493,767,843.69	49	76	2,285
JUN	0.0576%	0.000001579	0.0577%	\$15,594,799,438.49	52	78	2,288
JUL	0.0531%	0.000001434	0.0535%	\$14,960,436,148.13	50	74	2,293
AUG	0.0437%	0.000001196	0.0452%	\$14,834,645,348.21	49	71	2,293
SEP	0.0394%	0.000001081	0.0397%	\$13,995,406,614.51	55	74	2,297
OCT	0.0498%	0.000001365	0.0494%	\$14,015,965,452.60	50	71	2,301
NOV	0.0446%	0.000001222	0.0453%	\$14,047,920,869.39	50	74	2,301

Performance data quoted represents past performance which is no guarantee of future results. Investment return will fluctuate. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than performance stated.

- (1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.
- (2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.
- (3) All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.



## Monthly Rate History

### Rate History

Year:

2013

JAN	0.1103%	0.000003021	\$5,789,825,000.00	48	57	767
FEB	0.0996%	0.000002729	\$6,514,822,000.00	51	58	768
MAR	0.1125%	0.000003082	\$5,881,101,000.00	52	60	770
APR	0.1038%	0.000002844	\$5,496,241,000.00	51	57	773
MAY	0.0723%	0.000001982	\$5,593,795,000.00	54	59	773
JUN	0.0614%	0.000001683	\$5,394,658,000.00	54	58	775
JUL	0.0487%	0.000001333	\$5,175,832,000.00	52	56	776
AUG	0.0474%	0.000001299	\$4,794,815,000.00	52	59	777
SEP	0.0390%	0.000001068	\$4,545,217,000.00	52	64	781
OCT	0.0434%	0.000001188	\$4,584,031,000.00	52	63	781
NOV	0.0405%	0.000001111	\$4,505,272,000.00	52	63	781

(1) This weighted average maturity calculation uses the SEC rule 2a7 definition for stated maturity for any floating rate instruments held in the portfolio to determine the weighted average maturity for the pool. This rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

(3) The yield for each date reflects a partial waiver of management fees, as provided for in the TexSTAR Information Statement.

TexSTAR Participant Services \* FirstSouthwest

325 North St. Paul Street, Suite 800 \* Dallas, Texas 75201 \* [www.texstar.org](http://www.texstar.org) \* 1-800-TEX-STAR \* 214-953-8890 \* FAX 214-953-8878



#12,987

# HUNT COUNTY COMMISSIONERS

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403

OFFICE: 903-408-4195 • FAX: 903-408-4298

e-mail: commissioner@huntcounty.net

FILED FOR RECORD  
11:50 o'clock  
DEC 20 2013  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By *[Signature]*

## LEASE AGREEMENT

This Agreement of Lease is effective as of January 1, 2014, although not necessarily executed on such date, by and between Greg Ray ("Landlord") and Hunt County Pct. 4, 2507 Lee Street, Greenville, TX 75403 ("Tenant").

Leased Premises: Approximately 60 acres on CR4105.

Term: The term of this Lease is for one (1) year. The Tenant shall have the option to renew this lease upon the mutual agreement of both the Landlord and the Tenant.

Rent: Tenant will pay Landlord \$2,100.00 for one (1) year.

Use: Tenant shall use the Leased Premises for stock pile, oil mix and equipment storage. Tenant shall not make any other use of the property, or install any improvements, without the Landlord's written consent. Tenant shall not dump any garbage, waste or debris on the premises and will keep it in clean condition. Tenant cannot sublet the property without the Landlord's consent.

Termination: Upon termination of this Lease, Tenant shall deliver to Landlord the Leased Premises in as good a condition as of the effective date of this Lease.

Addresses:

All notices and rent shall be mailed to Landlord at the following address:

Mr. Greg Ray  
P O Box 489  
Blanchard, OK 73010

All notices shall be mailed to Tenant at the following address:

Hunt County, Texas, Pct. 4  
P O Box 1097  
Greenville, TX 75403

Phone: 903-408-4195  
Fax: 903-408-4298  
Email: [commissioner@huntcounty.net](mailto:commissioner@huntcounty.net)

Landlord is not responsible for any damage, loss or injury that results from the Tenant, Tenants agents, employees or contractors while using the property. Tenant agrees to indemnify and hold harmless Landlord from claims arising from any damage, loss or injury and from any loss, expense or liability including Attorney's fees.

LANDLORD:  
Greg Ray

\_\_\_\_\_  
Signature

TENANT:  
Judge John L. Horn  
For Hunt County/Pct 4

*[Signature]*  
\_\_\_\_\_  
Signature

# 12,988

TAX ABATEMENT AGREEMENT

FILED FOR RECORD  
at 1:50 o'clock A M

THE STATE OF TEXAS :  
:  
COUNTY OF HUNT :

DEC 20 2013

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

This Tax Abatement Agreement (hereinafter referred to as the (“Agreement”)) is made and entered into by and between the Hunt County, Texas (“Governmental Unit”) and International Grains and Cereal, LLC, (“Owner”) the owner of taxable real property in the City of Greenville and Hunt County, Texas (“Property”).

WHEREAS, the City of Greenville, Texas has designated certain property as a Reinvestment Zone within it’s city limits and located at 6902 Highway 66; and

WHEREAS, Owner is the owner of certain real property located at 6902 Highway 66 in Greenville, Texas; and

WHEREAS, Owner intends to locate their new facility on such property; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

I. AUTHORIZATION

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended (“Act”), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

II. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set forth below:

1. “Abatement” means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.
2. “Added Value” means the increase in the assessed value of the Eligible Property as a result of “expansion” or “modernization” of an existing facility or construction of a “new facility”. It does not mean or include “deferred maintenance”.
3. “Base Year Value” means the assessed value of the eligible property as certified by the Hunt County Appraisal District on January 1, 2013 preceding the execution of the Agreement plus the agreed upon value of Improvements made after January 1, 2013, but before the execution of this Agreement.

4. "Eligible Property" means the abatement may be extended to the value of buildings, structures, fixed machinery and equipment, and site improvements, installed, constructed, or added between January 1, 2013 and January 1, 2015, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
5. "Facility" means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or other Authorized Facility approved by the Governmental Unit(s) as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
6. "Improvements" means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
7. "Ineligible Property" means the following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; retail facilities deferred maintenance; investments; property to be rented or leased, except as provided; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
8. "Community Entities" means the Greenville 4A Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and any other similar organization within the City of Greenville, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
9. "Completion Agreement" means the Agreement by and between Greenville 4A Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and International Grains and Cereal, LLC, containing agreements with respect to the Property and the Facility.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

### **III. PROPERTY**

The property is an area within Greenville, Hunt County, Texas located in whole or part within the jurisdiction of the Governmental Unit as more fully described in Exhibit "A" attached

hereto and made a part hereof. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following value for the Property, including improvements thereon, as of the January 1, 2013, valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

Land and Improvement	\$	3,160,590
Machinery & Equipment	\$	- 0 -

The Parties incorporate such value into this Agreement but agree to adjust such value as may be necessary upon adoption of the tax rolls for January 1, 2013. This is the Base Year Value.

The Governmental Unit and the Owner agree that the approximate value of any additions to the Property made after January 1, 2013, and for which abatement is sought and not otherwise reflected on the above valuation Property is referred to as "Eligible Property".

#### IV. TERM OF ABATEMENT AND AGREEMENT

##### Land and Improvement

The Governmental Unit agrees to abate the ad valorem taxes on the real property components of the Eligible Property in accordance with the terms and conditions of this agreement, specifically: buildings, structures, and site improvements. The Abatement shall be effective with the January 1 valuation date effective January 1, 2015. The Abatement shall continue for six (6) years, expiring as of December 31 of the 2020 tax year for eligible land and improvement value. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the sixth (6<sup>th</sup>) tax year unless extended by agreement in compliance with local and state law.

##### Machinery and Equipment

The Governmental Unit agrees to abate the ad valorem taxes on the business personal property components of the Eligible Property in accordance with the terms and conditions of this agreement, specifically: fixed machinery and equipment. The Abatement shall be effective with the January 1 valuation date effective January 1, 2015. The Abatement shall continue for four (4) years, expiring as of December 31 of the 2018 tax year for eligible land and improvement value. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the fourth (4<sup>th</sup>) tax year unless extended by agreement in compliance with local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this



Agreement, and any defaults shall be subject to the recapture provisions provided in Part VII herein.

### V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be fully taxable;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property, excluding fixed machinery and equipment under Sections II(4) and IV, shall be fully taxable;
- (4) The value of the personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

### VI. AMOUNT OF ABATEMENT

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property made a part of the Property as a result of the project. Tax abatement schedule for six (6) years of eligible appraised value of Real Property Investment and taxes shall be abated annually as follows:

	<u>Abatement</u>
Year One	60%
Year Two	60%
Year Three	60%
Year Four	60%
Year Five	60%
Year Six	60%

Tax abatement schedule for four (4) years of eligible appraised value of Business and Personal Property investment and taxes shall be abated annually as follows:

	<u>Abatement</u>
Year One	60%
Year Two	60%
Year Three	60%
Year Four	60%

## VII. CONTEMPLATED IMPROVEMENTS

Owner represents that it will expand and/or renovate a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B". During the Construction Phase, the Owner may make such change orders as to the project as are reasonably necessary, provided that no such change order may be made which will change the qualification of the project as a "Facility" under the Guidelines for Granting Tax Abatement approved by the Governmental Unit. All improvements shall be completed in accordance with all applicable laws, ordinances, rules or regulations. During the term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

Upon completion of the Project, the Reinvestment Advisory Committee shall review the Added Value, as determined by the Hunt County Appraisal District, as well as the number of additional permanent employees added to the project site. If the Added Value is less than Estimated Added Value have been added, the Reinvestment Advisory Committee may recommend to the Governmental Unit that the amount of Abatement be immediately adjusted or extinguished.

## VIII. EVENTS OF DEFAULT AND RECAPTURES

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the facility is completed and begins operation but subsequently discontinues operation for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit and all taxes previously abated by virtue of the Agreement will be recaptured and paid within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- 2) Certification of Compliance by Owner. Owner of the property shall certify annually, through a notarized statement to the governing body of each taxing unit that Owner is in compliance with each applicable term of this agreement.
- 3) Removal of Eligible Property. In the event that fixed machinery or equipment is installed and becomes eligible property, but is subsequently removed from the facility or becomes ineligible property during the abatement period, and is not replaced with fixed machinery or equipment of like value within a reasonable time, then all taxes previously abated by virtue of the agreement for said machinery or equipment will be recaptured and paid within sixty (60) days from the date the machinery or equipment is removed from the facility or becomes ineligible property.

- 4) Delinquent Taxes. In the event that the that the company or individual (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- B. Notice of Default. Should the Governmental Unit, determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner that if such default is not cured within sixty (60) days from the date of such notice (“Cure Period”), then this Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- C. Actual Added Value. Annually, the Chief of the Hunt County Appraisal District or his/her designee, shall assess the real and personal property comprising the reinvestment zone. Should the Hunt County Appraisal District determine that the total level of Added Value during any year of the term of this Agreement after completion of the Construction Phase is lower than the Estimated Added Value such that a lower percentage of Abatement is applicable, for each year during which an Abatement has been granted the difference between the tax abated and the tax which should have been abated based upon, the actual Added Value shall be determined and each Governmental Unit owner shall be notified. The taxes shall be paid within sixty (60) days of notification to the Owner of such determination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) days notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- D. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminated this Agreement pursuant to this paragraph VIII, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days after the written notice of the termination by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, and additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner’s tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination

of the appeal decreases Owner's tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax paid and the amount of tax for which owner is liable pursuant to Section 42.43, Texas Tax Code.

## **X. ADMINISTRATION**

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with Owner's safety standards.

Upon completion of construction, the affected jurisdiction shall annually evaluate each facility and report possible violations of the contract and agreement to the governing body and its attorney.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the real and personal property comprising the Property taking in to consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the real and personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, as may be necessary for the administration of the Agreement specified herein.

## **X. ASSIGNMENT**

The Owner may assign this Agreement to a new owner or lessee of the Facility with the prior written consent of the Governmental Unit, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that will provide substantially the same improvements to the Property, except to the extent such improvements have been completed. No assignment shall be approved if the Owner or any assignee are indebted to the Governmental Unit for ad valorem taxes or other obligations.

## **XI. NOTICE**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, with the proper postage prepaid thereon,

and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:

International Grains & Cereal LLC

Attention: Division Counsel

To the Governmental Unit(s)

Hunt County  
2507 Lee Street  
Greenville, Texas 75401  
Attention: Judge John Horn


Either party may designate a different address by giving the other party ten (10) days written notice.

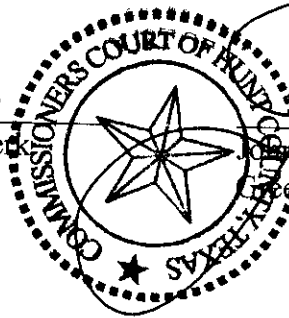
This agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.


Executed this the 20 day of December, 2013.

WITNESS:

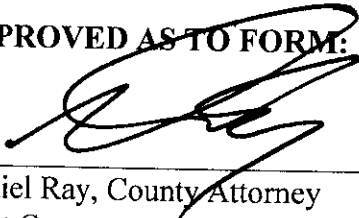
GOVERNMENTAL UNIT:

  
Jennifer Lindenzweig, County Clerk  
Greenville, Texas



  
John Horn, County Judge  
Greenville, Texas

APPROVED AS TO FORM:



Daniel Ray, County Attorney  
Hunt County  
Greenville, Texas

**WITNESS:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Property Description**

That International Grains and Cereal, LLC, being all that certain lot, tract or parcel of land situated in the City of Greenville, Hunt County, Texas, being part of the Lot 1, Block 1 of the Lance Addition recorded in the Deed Records of Hunt County in Volume 400 at Page 1282 and address being 6902 Highway 66, Greenville, Texas 75401.

**Exhibit B**  
**Project Description**

New construction of approximately 6,000 sq ft, renovation of 70,000 sq ft, upgrading of mechanical, electrical infrastructure. Addition of process equipment, laboratory equipment, office equipment & furniture, lift trucks, packaging material.