

#13,667

FILED FOR RECORD
at 12:15 o'clock P M

MAY 12 2015

JENNIFER LINDENZWEG
County Clerk, Hunt County, TX
By *[Signature]*

Boys & Girls Club of Northeast Texas Quarterly Activity Report: May 12, 2015

Vision Statement: Inspiring and enabling every child who walks through our doors to be a successful student and adult.

Mission Statement: In a safe environment, inspire all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

	<u>Total Membership</u>	<u>Average Daily Attendance</u>	<u>Snacks Served</u>
Ace Sites (GISD):	300	135	n/a
Commerce:	297	103	7,492
Kava Kids:	50	22	1,586
Reezy Davis:	387	101	8,053
Total:	992	361	29,187

Community Partners

- **Hunt County:** Take a Stand Curriculum, 4-H, Hunt County Youth Board
- **City of Greenville:** Reezy Davis Facility, Parks & Receptions Programs
- **Darkness to Light:**
- **Children's Advocacy Center:** Love & Logic Parenting Classes
- **Sr. Center Resources and Pubic Transit:** Transportation
- **Greenville ISD:** Partner ACE Sites, transportation, information sharing and communication
- **Commerces ISD:** Facility use, transportation, Advisory Council, Board Membership, volunteers, information sharing and communication
- **Kavanaugh Methodist Church:** Facility, Advisory Council, volunteers
- **W. Walworth Harrison Public Library:** community service, collaboration on programming and services to youth
- **Greenville Police Department:** collaboration on programming and services to youth, participation in Fun Fridays during the summer

2015 Strategic Goals

1. Engage donors and connect them to the Club through Mentoring Opportunities.
2. Reach out to more youth who need us by opening up our waiting lists.
3. Strengthen our relationship with School Districts so that we can better serve our youth.
4. Improve the quality of programs at Reezy Davis by updating equipment and improving the atmosphere.
5. Focus on educate the community on our Vision, Mission, and Goals in new ways.

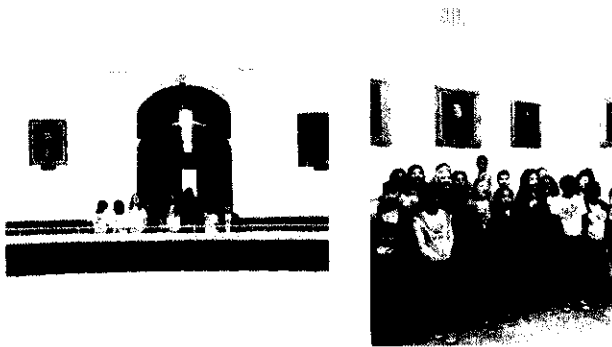
Upcoming Events and Programs

- **Summer Day Camp:** 10 week summer program that offers educational and fun activities to youth. Field Trips, Special Events, Guest Speakers, & More!
- **Summer Brain Gain:** Curriculum to prevent summer learning loss.
- **Fun Run 4 Kids/Rally Round Greenville:** Collaborating with the Chamber of Commerce on this event that will be held September 19, 2015

CAPITOL CLUB DAY



CAPITOL CLUB DAY



GLOBAL YOUTH SERVICE DAY



GLOBAL YOUTH SERVICE DAY



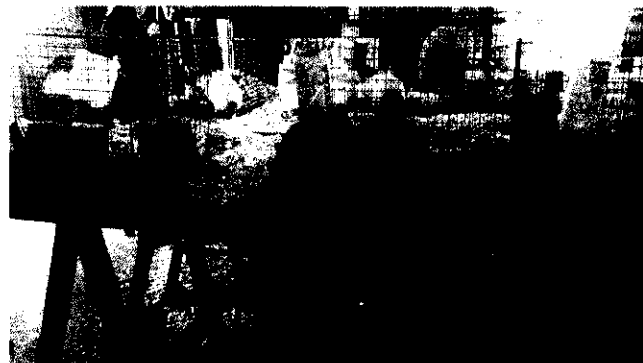
GLOBAL YOUTH SERVICE DAY



HUNT COUNTY FAIR



HUNT COUNTY FAIR



TEACHER APPRECIATION WEEK



CLAYMATION



TRIPLE PLAY TOURNAMENT



BOYS & GIRLS CLUB OF NORTHEAST TEXAS

INVOICE

903-455-9233
accounts@begreatnext.org

PO Box 1876
Greenville, Texas
75403

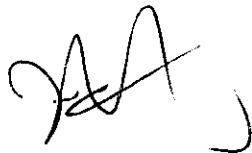
Attention: Amanda Blankenship and Michelle Gregory
Hunt County
PO Box 1097
Greenville, TX 75404

Date: 04/02/2015

Annual Contract

Description	Cost
Q1 2015 Installment	\$ 1,750
<hr/>	
Subtotal	\$ 1,750
<hr/>	
Total	\$ 1,750

Thank you for your generous support to the Boys & Girls Club of Northeast Texas! Great Futures start here.



FILED FOR RECORD
at _____ o'clock _____ M

MAY 12 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By _____

#13, Le68(7)

LEASE AGREEMENT

FILED FOR RECORD
at 12:15 o'clock P M

MAY 12 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

This Agreement of Lease ("Lease") is effective as of June 15, 2015, although not necessarily executed on such date, by and between Phase 11 Investments, LP 445 East FM 1382, Suite 3-345, Cedar Hill TX 75104 ("Landlord") and The County of Hunt Pct 2, 2500 Lee Street Greenville, TX 75403 ("Tenant").

Leased Premises: Approximately 2 acres out of 96 acres in Caddo Mills, TX (Hunt County) located 1/4 mile west of the intersection of FM 36 on the South Service Road of I-30.

Term: The term of this Lease is for one year, commencing on June 15, 2015. The Tenant shall have the option to renew this lease for a one (1) year period upon the mutual agreement of both the Landlord and the Tenant.

Rent: Tenant will pay Landlord annual rent of \$1,800 payable on the date of execution of this agreement.

Use: Tenant shall use the Leased Premises exclusively for Stock Pile Land. 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:

Name: Phase 11 Investments
Address: 445 East FM 1382
Suite 3-345
Cedar Hill, TX 75104
Phone: 214-405-3507
Fax: 214-853-5621

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

Name: Hunt County, Texas Pct 2
Address: PO Box 1097
Greenville, TX 75403
Phone: 903-408-4195
Fax: 903-408-4298

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:
Phase 11 Investments, LP

Kim Schwimmer
Kim Schwimmer, President and Chief Manager
Tex Minn LLC, it's General Partner

TENANT:
Hunt County, Texas Pct 2

John L. Horn
Hunt County Judge

FILED FOR RECORD
at 9:15 o'clock A M

MAY 21 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]



Barney Holland Oil Company / Fuelman of DFW
 P.O. Box 1260
 Fort Worth, TX 76101-1260
 Phone: (817) 838-0123 • Fax: (817) 222-3456
 creditservices@fuelmandfw.com

FILED FOR RECORD
 at 12:15 o'clock P M

MAY 12 2015

#13,668(8)

JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By: [Signature]

ACCOUNT AGREEMENT – Hunt County

Terms and Agreement

This Account Agreement ("Agreement") is subject to all appropriate laws, rules, and regulations of both the U.S. and the State of Texas, and is subject to the following special terms and conditions. Fuelman of DFW (FM) reserves the right to change the terms and conditions at anytime with prior notice being given to Customer, and Customer having the right to terminate this agreement without penalty within 30 days of such notice.

1. All payments are due in accordance with the Texas Prompt Pay Act.
2. Monthly billing for all purchases made during the Fuelman month – due 14 days after invoice.

Fuel pricing will be calculated on a "cost plus" formula. "Cost Plus" is defined as the OPIS rack and brand information assigned to the network location, plus all state¹ taxes, plus freight, plus Fuelman standard administration charges that are currently \$.13 per gallon for regular unleaded gasoline and \$.13 for diesel. This administration charge provides weekly settlement to merchants, all transaction costs, standard data retrieval and report generation delivered electronically and supplies necessary for account maintenance. Fuelman reserves the right to increase or decrease such administrative charges from time to time depending on market factors, interest rates, inflation, etc.*

Customer understands that FM is a service company providing customers with electronic purchase and credit authorization, transaction processing, and management reporting services. Customer will be entitled to all the privileges of a FM customer and may purchase fuel and any other goods or services, as authorized by FM, at participating FM locations throughout the United States.

Customer agrees that if Customer defaults in the timely payment of any invoiced amounts, past due amounts will bear interest in accordance with the Texas Prompt Pay Act. Nothing herein will allow for the collection of interest in violation of any state or federal laws and any amount charged or collected in excess of the allowable limits will be credited to the balance of this account or, if the account has been paid in full, refunded to Customer. Any disputed charges must be identified by Customer within 60-days of original invoice date. After 60-days, all charges are considered valid.

If Customer asks for a copy of any historic information pertaining to its account, Customer agrees to pay Fuelman's then-current retrieval/research fee that is computed on a per-hour basis with a two hour minimum for any report/data retrieval services.

To ensure effective communication among your Fleet Manager, your Accounts Payable Representative, and FM, provide the requested contact information. Up-to-date information about your account will be communicated through these channels. If your account becomes past due or exceeds the assigned credit limit, the listed individual may be notified electronically to avoid a disruption in service. Upon approval of your FM account, a test notice will be sent to each of the contacts. Please contact FM customer service if any of this information changes, such as a new Accounts Payable or Fleet Manager contacts.

Customer agrees to the terms and provisions of this Agreement as set forth herein. Customer further agrees that, upon receipt of FM access cards and personal identification numbers (PINs), Customer will verify that the Customer's census of persons designated to acquire fuel on the Customer's account is correct and complete. Moreover, Customer agrees to designate one or more persons that are authorized to make changes and will notify FM in writing of the name(s) of such authorized person(s) and of any and all authorized changes in vehicles or personnel approved to acquire fuel for use by Customer's fleet. Customer also agrees to keep current its information on the designated and authorized personnel who may interact with FM regarding Customer's account.

Effective date **May 23, 2015, through May 22, 2016.**

Agreed to and accepted this 12 day of MAY, 2015.

Hunt County, Texas

Signature: [Signature]

Printed Name: JOHN L. HORN

Title: HUNT COUNTY CLERK

Date: 5-12-15

¹ Applicable state fees/taxes (Federal Tax Exempt)



Direct Energy
Business

#13, 668(9)

FILED FOR RECORD
12:15 o'clock
MAY 12 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: [Signature]

APPLICATION FOR SERVICE
Direct Energy Texas Powerlock Product
Dated: 05/01/2015

COMPANY INFORMATION

Company Name: Hunt County
Address:
P.O. Box 1097
Greenville, TX 75403

CONTACT INFORMATION

First Name: Cheryl
Last Name: Blue
Primary Phone: 9034084148
Secondary Phone:
Email: cblue@huntcounty.net

ACCOUNT INFORMATION

Service Location Address	City	State	Zip	Utility #	Utility	Enrollment Type
101 CEDAR ST BARN	LONE OAK	TX	75403	10400512515140001	Texas New Mexico Power	Renewal (05-2014)
602 S HWY 69 BARN	CELESTE	TX	75423-9530	10400512597170001	Texas New Mexico Power	Renewal
602 S HWY 69 UNIT 175W SECLT	CELESTE	TX	75423	10400512597170002	Texas New Mexico Power	Renewal

Check here to consolidate billing for these accounts.

POWERLOCK PRODUCT PLAN - IMPORTANT TERMS

Initial Contract Period: 36 months **Start Date:** 05-2015 **Price:** \$0.05366/kWh

The monthly base charge per account is \$0.0.

The Total Average Price per account for 3,500 kWh of consumption is \$0.10259 per kWh.

I prefer to receive information from Direct Energy Business in (check one): English Spanish

Cancellation by You: You may cancel your agreement with Direct Energy Business for the reasons stated at the bottom of this page without penalty. If you want to cancel for any other reason, you may do so at any time by providing notice and paying the Cancellation Fee as stated below. Also, you can drop an Account from service at any time by providing notice and paying the Cancellation Fee.

Cancellation Fee: The Cancellation Fee is the higher of either (a) \$500 or (b) \$0.01 multiplied by the most recently billed monthly usage for each Account being cancelled, multiplied by the number of months remaining in the Initial Contract Period.

AA

By initialing here, I approve of the use of my e-mail address as the primary form of communication.

AA

By initialing here, I acknowledge that I have read and understand the Terms of Service for the product for which I am applying.

AA

By initialing here and signing below, I am authorizing Direct Energy Business to become my retail electric provider and to act as my agent to perform the necessary tasks to establish my electric service account with Direct Energy Business.

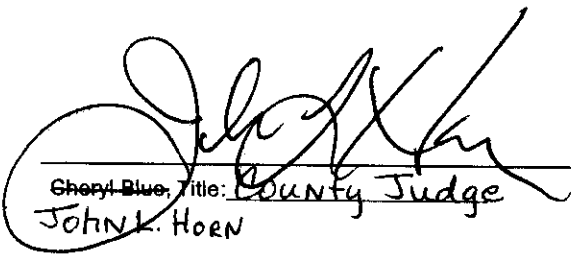
AA

By initialing here, I acknowledge that I have read and understand this Application for Service, including the Customer Authorization and the Terms of Service on the attached form. I am at least 18 years of age and I am authorized to select Direct Energy Business as the electric supplier for the Account(s) covered by this Application for Service.

If you are switching to Direct Energy Business from another Retail Electric Provider, you can cancel this Agreement without charge or penalty, but you must do so within three (3) federal business days of receiving this Agreement. If you accept this Agreement, then no further action is necessary. You may also cancel if you move to another location and provide evidence of such move, such as a forwarding address and any other reasonable evidence that you no longer occupy the service location, and you agree to provide us with at least fourteen (14) days advance notice of your move date. To cancel, contact Direct Energy Business at: SmallBizService@directenergy.com or (toll-free) (888) 755-6332.

Accepted and Agreed to:

Hunt County


Cheryl Blue, Title: County Judge
John L. Horn

Date: 5-12-15

Rep:

Rep ID #:

Federal tax ID number

75-6001017

Product Code: enterprise

1. Agreement to Purchase Energy. Your Application for Service and this TOS, the Electricity Facts Label and the Your Rights as a Customer document together form your entire agreement ("Agreement") with DE for the supply of electricity. This Agreement will become effective upon your execution of the Application for Service; *provided however* that DE reserves the right to reject your Application for Service by providing you written notice within 10 days of your execution of the Application for Service (i) if you fail to meet Direct Energy's credit standards, (ii) if the pricing reflected on the Application for Service has expired due to changes in market conditions or (iii) for any other non-discriminatory reason determined by DE. Upon such effectiveness, DE will provide you electricity to meet your full usage requirements at your Account(s) and you will receive and pay for the electricity to meet such usage requirements. If DE rejects your Application for Services for the reasons set forth above, this Agreement shall have no force or effect.

2. Term. DE shall use reasonable efforts to commence service on your Account(s) meter read date in the start month stated on your Application for Service. However, you acknowledge that the commencement of service is dependent upon confirmation by the transmission distribution utility ("Host Utility") of the completion of all required enrollment processes and if such enrollment processes occur after your Account(s) meter read date in the start month stated on your Application for Service, your Account(s) will be enrolled at the next available meter read date. Service will continue for the number of months indicated on your Application for Service (the "Initial Contract Period"), unless sooner terminated as provided herein. DE will notify you at least 14 days prior to the end of your Initial Contract Period. At the end of your Initial Contract Period, unless a renewal term greater than one month is established with your affirmative consent, DE will continue to serve you on a month-to-month basis until service is terminated by either you or DE upon 30 days written notice to the other party ("Extension Period", and together with the Initial Contract Period, the "Term").

3. Pricing. The price you will pay DE for electricity during the Initial Contract Period ("Initial Price") is a fixed rate as provided for specifically in the Electricity Facts Label (EFL) and the Application for Service. The components of the Initial Price will appear as separate line items on each of your monthly invoices and include: (1) a fixed Energy Charge; (2) a fixed Base Charge assessed for each Account under this Agreement; and (3) the passthrough of all recurring Host Utility costs of transmission and delivery of your electricity service and applicable Electric Reliability Council of Texas "ERCOT" and Texas Regional Entity (TRE) administrative fees charged to loads, excluding state and local taxes and reimbursement of the miscellaneous gross receipts tax. Additionally, Demand Charges (if applicable) are assessed by your Host Utility and appear on your monthly invoice as a separate line item. Demand charges are based on each customer's maximum 15-minute demand on the Host Utility distribution system each month. Demand is measured in kilowatts (kW). Customers are billed according to kW of demand for their rate.

During any Extension Period, the Energy Charge you will pay DE for electricity is a variable rate that may change on a month-to-month basis and will be determined at DE's discretion ("Extension Price"). Your actual will be shown on each monthly statement, and will be used to calculate your monthly bill amount based on your actual electricity usage.

The price of the variable price product is subject to change and may increase without notice for any reason, including but not limited to if: (1) there are changes to Host Utility Delivery Charges or Host Utility Surcharges; (2) there are changes to the ERCOT or TRE administrative fees charged to loads; (3) changes resulting from federal, state or local laws that impose new or modified fees or costs on a REP that are beyond the REP's control; (4) we determine in our sole discretion that the rate class or type of service originally designated by ERCOT, us, or you is incorrect; or (5) we determine in our sole discretion that the price should change, and subject to the provisions in the attached "Electricity Facts Label".

You acknowledge that any nonrecurring fees and charges assessed by your Host Utility or any third party as a result of the provision of service hereunder, including but not limited to fees and charges associated with establishing, switching, disconnecting or maintaining electric service or equipment, are not included in the Initial Price or Extension Price, and you are responsible for paying such fees and charges in addition to the Initial Price or Extension Price. Tax-exempt customers must provide DE with appropriate exemption certificates before assessment and collection of taxes can be waived.

4. Billing and Payment Terms. You will receive a monthly bill from DE following your meter read date. The bill will contain charges for the amount of electricity you used during the billing cycle, based on your usage, as well as the charges for delivery service provided by your Host Utility and any other charges for services purchased by you from your Host Utility that are related to, but not essential to, the transmission and distribution of electricity ("Discretionary Services"). Your usage will be measured or estimated by your Host Utility. You acknowledge that charges for delivery service and any Discretionary Services are per your Host Utility's tariff and are not part of the Rate provided hereunder.

From time to time, your bill could include nonrecurring charges or other fees from your Host Utility or DE. For a list of potential Host Utility and other charges, please see the attached document called "Typical Fees and Charges". DE has the right to include on your monthly bills any charges or credits necessary to correct (1) previous estimated bills; (2) billing errors; (3) meter read errors; (4) miscalculations of taxes; and (5) any other errors or omissions, to the extent permitted by Public Utility Commission of

Texas (PUCT) rules or applicable law.

Payment in full of your DE bill is due 20 calendar days from the date of the invoice. If you are a governmental entity as defined in the Prompt Payment Act (PPA), TEX. GOV'T CODE, Chapter 2251 (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), your payment is overdue as provided in the PPA. If you fail to pay in full in any month when payment is due, DE will charge a 5% penalty on each late payment. You will receive a separate invoice per Account unless you select the Consolidate Billing option on your Application for Service. "Consolidated Billing" means that billing for your Account(s) may be combined into a single monthly invoice. If you want to discontinue Consolidated Billing and instead receive a separate invoice for each Account, you must submit a request in writing to DE. **DE, or anyone acting on DE's behalf, reserves the right to assess and collect from you, as a current or former customer, any and all costs, fees or charges related to the collection of delinquent balances, including but not limited to commissions, costs, fees and attorney's fees incurred when recovering outstanding balances through the use of any collection agency or an attorney.**

If in any month DE does not receive the information necessary to invoice you or uses information obtained from a third party meter reading service, DE may use either estimated data or the third party meter usage data to calculate your invoice and, upon receipt of actual data (in the case of an estimated meter reading), reconcile the amount billed on future invoices. In no event will any adjustments or corrections be made to any amount under-billed to you after 180 days from the date of issuance of the invoice in which the under-billing occurred. If the under-billing is the result of meter tampering by you, adjustments or corrections can be made up to 6 months from the date of the issuance of the invoice in which the underbilling occurred.

Budget Billing: You may be eligible to participate in a budget billing program which allows you to pay about the same amount for the electric service portion of your bill each month. The amount you pay is reviewed on a periodic basis and adjusted if necessary based on how much electricity you're actually using. At least once a year, DE will review your account and true-up to see whether there is an over billing or under billing on your account. DE will either: (1) credit your account for any over billed amount; (2) bill you for any under billed amount; or (3) recalculate your next 12 months payments under this program based on any under billing or over billing. The budget billing program is available to small business customers whose account has no outstanding balance, regardless of credit history. To enroll, you need 12 months of actual or estimated usage history at your current premise.

The budget billing program is also available to you if you are receiving the LITE-UP Texas discount, even if you are delinquent in payment. Before starting the budget billing program, DE may require a down payment (no more than 50%) of the delinquent amount and that you pay the remainder of the delinquent amount in equal installments over at least five billing cycles. If you enroll in the budget billing program with a deferred delinquent amount, DE may put a switch-hold on your account. The switch-hold will be removed the earlier of (i) your deferred delinquent amount is paid and processed, or (ii) after you have made 12 consecutive payments with no more than one late payment. If you are disconnected for non-payment while a switch-hold is in place, a payment will be required to resume service and you may not obtain services from another provider until you pay the total deferred delinquent amount. If you enroll in the budget billing program with a deferred delinquent amount, DE will confirm the details of the plan in writing.

Deferred Payment Plan: If you are unable to meet your payment obligations, you may be eligible to participate in a deferred payment plan that lets you pay an outstanding balance in installments over a period of time. Before starting a deferred payment plan, DE may require a down payment (no more than 50%) of the amount due. DE may also ask you to pay the balance owed on the deferred payment plan in equal amounts over no more than 5 billing cycles. If you establish a deferred payment plan DE may put a switch-hold on your account that will be removed after your deferred balance is paid and processed. If you are disconnected for nonpayment while a switch-hold is in place a payment will be required to resume service and you may not obtain services from another provider until you pay the total deferred balance. If you establish a deferred payment plan, DE will confirm the details of the plan in writing.

5. Credit. You will not be required to post a deposit of any kind prior to receiving electricity under this Agreement. However, if at any time during the Term of this Agreement, you fail to pay your bill when due 2 or more times during the last 12 months of service or service is terminated or disconnected for nonpayment during the last 12 months of service, DE may require that you provide reasonable credit assurance(s), in an amount to be determined by DE based on your monthly usage and the remaining Term of the Agreement, and in a mutually agreeable form, including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty. DE will return any credit assurances to you once you have paid your bills on time for 12 consecutive months or if this Agreement terminates and you are switched to a different service provider. If DE is no longer your provider of record for any reason, DE will apply any credit assurances first to your electric account, and then to any past due amount owed by you to DE, and then return the balance to you, if any. If you pay DE a security deposit, you'll receive interest on it once a year. The interest rate is set by the PUCT in December of the preceding year. If DE holds the interest for less than a year, it will prorate the interest and pay it based on the number of months DE held the security deposit. No interest will be paid on security deposits held for less than 30 days.

6. Title. Title to the electricity passes from DE to you when it is delivered by your Host Utility.

7. Warranty Disclaimer. DE MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. DE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

8. Force Majeure. DE will use commercially reasonable efforts to provide service but does not guarantee a continuous electricity supply. Events outside of DE's control ("Force Majeure Events") may result in interruptions in service. These events include by way of example only: acts of God or any governmental authority, accidents, strikes or labor disputes, required maintenance, Host Utility non-performance including an outage, changes in laws of any governmental authority or any other cause beyond DE's control. DE shall not be liable to you for any interruptions caused by Force Majeure Events. Also, you acknowledge that DE does not own or operate transmission or distribution systems through which the electricity is delivered to you, and you agree that DE will not be liable for any damages associated with any failure in the delivery of the electricity caused by or associated with the transmission or distribution systems, including your Host Utility.

9. Change in Law or Regulation. The Initial Price you pay may vary from the disclosed amount solely to reflect actual changes in Host Utility charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state or local laws that impose new or modified fees or costs on DE that are beyond DE's control.

10. Changes to Terms of Service. Except as indicated, DE will first send you a written notice at least 14 days in advance before making any changes to this Agreement. Written notice will be provided through a separate document or on your bill. Notice is not required for a change that benefits you. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Contract." If you are satisfied with the changes, there is nothing else you have to do to continue to receive service. If you find the changes unacceptable, you may choose another energy company before the changes go into effect, without charge or penalty. The TOS, Your Rights As A Customer (YRAC), or EFL will be provided to you whenever a change is made to the specific document and upon your request, at any time free of charge. Please remember that cancelling this Agreement does not excuse you from paying all outstanding balances on your Account(s).

11. Your Right to Cancel. If you are switching to DE from another retail electric provider, you can cancel this Agreement without charge or penalty, but you must do so within three (3) federal business days of receiving this Agreement. If you accept this Agreement, then no further action is necessary. You may also cancel if you move to another location and provide evidence of such move, such as a forwarding address and any other reasonable evidence that you no longer occupy the service location, and you agree to provide us with at least 14 days advance notice of your move date. To cancel, contact DE at:

Email: SmallBizService@directenergy.com

Toll-free Telephone: (888) 755-6332; Monday through Thursday, from 7:00AM to 7:00PM Eastern Time, and Friday, from 7:00AM to 6:00PM Eastern Time.

If you wish to cancel for any reason other than those reasons specifically stated to be without penalty, you may do so at any time with payment of the Cancellation Fee set forth on your Application for Service and in your EFL. If you move without cancelling this Agreement, you will remain responsible for payment of all outstanding balances and charges on your Account(s) until service is terminated.

12. DE's Right to Terminate and Disconnect. DE may terminate this Agreement and disconnect your electric service (i) upon the institution by or against you of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of your debts, (ii) upon you making an assignment for the benefit of creditors, or (c) upon your dissolution or ceasing to do business; (iii) if you have committed an Event of Default that is not cured within 15 calendar days of your receipt of written notice of such Event of Default; or (iv) if you fail to provide the credit assurance requested, pursuant to the Credit section, within 10 days of being requested by DE. If DE terminates this Agreement and disconnects your electric service pursuant to this paragraph, you are required to pay the Cancellation Fee, in addition to any balance due and owing on your Account(s).

"Event of Default" means: (i) your failure to make, when due, any payment that is required under this Agreement; (ii) your failure to perform your obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; or (iii) your failure to cooperate with DE as reasonably required in order for DE to perform its obligations under this Agreement. If an Event of Default has occurred, (a) DE will have the right to setoff and net against any undisputed amounts owed by you, and (b) DE will additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to DE.

13. Limitation of Liability. YOU AGREE THAT DE WILL BE LIABLE TO YOU ONLY TO THE EXTENT OF DIRECT DAMAGES INCURRED BY YOU. IN NO EVENT WILL DE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF DE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THIS LIMITATION SHALL APPLY TO ALL ACTIONS INCLUDING ACTIONS OF CONTRACT OR TORT.

14. Miscellaneous. You may not assign your rights or obligations under this Agreement without DE's express written consent. DE may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement. DE may also assign its obligations under this Agreement to another retail electric provider or other entity as permitted by law. You agree that this Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of law principles. This Agreement

is the entire Agreement between you and DE. You understand that DE's obligations under this Agreement are subject to any validly issued present and future laws of any governmental authority having jurisdiction over this Agreement or the services provided by DE to you. This Agreement is binding upon you and DE and each of your respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

15. Discrimination. DE will not deny service or require a prepayment or a security deposit for electric service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of customer in a distressed geographic area or qualification for low-income or energy-efficiency programs.

16. DE Contact Information. DE customer service representatives are available to help Monday through Thursday, from 7:00AM to 7:00PM Eastern Time, and Friday, from 7:00AM to 6:00PM Eastern Time (contact center hours subject to change without notice). DE's contact information is:

Direct Energy Business, LLC (PUCT Certificate No. 10011)
1001 Liberty Avenue
Pittsburgh, PA 15222
Email: SmallBizService@directenergy.com
Website: www.directenergybusiness.com
Phone (Toll-Free): (888) 755-6332
Fax (Toll-Free): (866) 421-0257

TERMS OF SERVICE: Typical Fees and Charges

The following table contains typical fees and charges that may be assessed by either the transmission distribution utility (TDU) or us ("Company"). Customers may be obligated to pay nonrecurring fees as required or allowed by Public Utility Commission of Texas (PUCT) rules, including, but not limited to, fees and charges for establishing, switching, disconnecting, reconnecting, or maintaining electric service. Charges for required, nonrecurring fees will be listed as separate line items on the customer's monthly bill.

This list does not represent all TDU or Company fees and charges. For questions about these or any other fees and charges, please contact a Customer Care Representative at the toll free phone number listed under "Our Contact Information" located in the Terms of Service document.

Fee Name	Fee Description	AEP Central	AEP North	Centerpoint	One or	Texas New Mexico Power	
Move-In	Charge assessed to cover both service connection and disconnection during regular TDU working hours.	Standard Move-In (*Premise with or planned to have remote connect capability, **Polyphase and >200 AMP)					
		Self-Contained Meter (existing)	\$25	\$23	\$10.52*/\$16**	\$3.20	\$54
		Self-Contained Meter (new)	\$47	\$51	\$92	\$11.35	\$60
		CT/Other Meter (existing)	\$102	\$110	\$130	\$57.65	\$138
		CT/Other Meter (new)	\$301	\$305	\$304	\$75.95	As Calculated
		Priority Move-In (*Premise with or planned to have remote connect capability, **Polyphase and >200 AMP)					
Disconnect for Non-Pay	Applicable to requests from Competitive Retailer to de-energize service to Retail Customer due to Retail Customer's failure to pay charges billed by its Competitive Retailer or Company.	At Meter (*Premise with or planned to have remote connect capability, **Polyphase and >200 AMP)					
		Standard Disconnect	\$14	\$12	\$6.38*/\$9**	\$2.70	\$28
		Same Day Disconnect	NA	\$57	NA	NA	\$53
		Premium Location (i.e. pole, weather-head, secondary box)					
		Standard Disconnect	\$56	\$58	\$55	\$35.55	\$91
		Same Day Disconnect	NA	\$110	NA	NA	\$116
Reconnect after DNP	Applicable to requests to re-energize service to Retail Customer after Retail Customer has been disconnected for non-payment.	At Meter (*Premise with or planned to have remote connect capability, **Polyphase and >200 AMP)					
		Standard Reconnect	\$14	\$6	\$6.81*/\$10**	\$3.10	\$29
		Same Day Reconnect	\$28	\$24	\$21.19*/\$35**	\$5.30	\$54
		Weekend Reconnect	\$35	\$32	\$21.19*/\$35**	\$25.00	\$160
		Holiday Reconnect	\$43	\$39	\$91.89*/\$159**	\$32.45	\$238
		Premium Location (i.e. pole, weather-head, secondary box)					
		Standard Reconnect	\$56	\$58	\$55	\$40.40	\$94
		Same Day Reconnect	\$107	\$110	\$171	\$65.60	\$94
		Weekend Reconnect	\$107	\$110	\$171	\$116.10	\$196
		Holiday Reconnect	\$133	\$136	\$224	\$143.15	\$280

TERMS OF SERVICE: Typical Fees and Charges

Fee Name	Fee Description	AEP Central	AEP North	CenterPoint	Onor	Texas New Mexico Power	
Meter Re-Reads	A Special Meter Reading Charge will be charged when a customer requests that a special reading be taken between normal meter reading cycles or that a meter be re-read to verify the accuracy of a routine meter reading. The fee will not be charged if the new reading indicates that the original reading was in error.	Non-IDR					
		\$12	\$10	\$3.88	\$1.90	\$27	
Out-of-cycle Meter Read for the Purpose of a Self-Selected Switch	Applicable to requests to read Retail Customer's Meter on a date other than Company's regularly scheduled monthly Meter Reading date for the purpose of a switch of a Retail Customer's account to a new Competitive Retailer on a date certain.	Non-IDR					
		\$11	\$9	\$3.66	\$1.90	\$27	
Meter Test Charge	A Meter Test Charge will be charged for each meter tested at the customer's request, or by the Company on behalf of the customer, other than those tests conducted under the frequency guidelines specified by the PUCT. If the results of a test reflect meter accuracy outside the tolerance limits specified by the PUCT, the Meter Test Charge will be waived.	Single Phase	NA	NA	NA	\$33.70*/\$87.75**	NA
		Three Phase	NA	NA	NA	\$77.80*/\$117**	NA
		Competitive Meter	NA	NA	NA	\$117**	NA
		All Other	\$111*/\$139**	\$112*/\$140**	\$45*/\$73**	NA	\$132*/\$175**
		*Self-Contained Meter **CT/Other Meter					

Know Your Rights
Your Rights As A Customer of Direct Energy Business, LLC

This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to all retail electric providers (REPs) and the provider of last resort (POLR), unless otherwise noted or waived by the customer as allowed under PUC rules. You may view the PUC's rules at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>. Contact information is located within this document.

OBTAINING AND CANCELING SERVICE

Unauthorized Change of Service Provider or "Slamming": A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should request that the REP provide you with a copy of your authorization and verification. The REP must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUC at the address provided below. Upon receipt of a complaint filed with the PUC, the REP must respond within 21 days of receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and any corrective actions taken to date, if any.

If a REP is serving your account without proper authorization, the REP must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to bill you at the price disclosed in your terms of service and electricity facts label from either: 1) the date you are returned to your original REP, or 2) any prior date chosen by your original REP for which that REP had the authorization to serve you. The REP that served you without proper authorization shall, within 5 days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately bills you. In addition, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not billed to you by your original REP, the REP that served you without your authorization may bill you but at a rate no higher than the rate you would have been charged by your original REP.

Right of Rescission: When requesting a switch in service providers, you may rescind your contract with the new REP without any penalty or fee within 3 federal business days (includes Saturday) after you receive your Terms of Service Agreement. For details on how to rescind your service, please see your Terms of Service Agreement. This right of rescission does not apply to applicants requesting a move-in or to customers whose REP transfers the customers to the POLR. If you do not rescind your request for service within this 3 federal business day period, you will be responsible for all service rendered to you at the enrollment address. If you do not rescind the contract within this 3 federal business day period, you retain the right to select another REP and may do so by contacting that REP, although you will be responsible for any charges incurred to switch your service. See your Terms of Service Agreement for details regarding canceling or terminating your contract.

BILLING ISSUES

Unauthorized Charges or "Cramming": Before any new charges for non-energy-related products or services are included on your electric bill, your REP must inform you of the product or service, all associated charges, how these charges will appear on your electric bill and obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUC. Your REP will not seek to terminate your electric service for non-payment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you.

If the charges are determined to be unauthorized, your REP will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within 3 billing cycles, interest shall be paid to you at an annual rate established by the PUC on the amount of any unauthorized charge until it is refunded/credited. You may request all billing records under the REP's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Your REP will not rebill you for any charges determined to be unauthorized.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay your bill, please call your REP immediately. Your REP may offer you a short-term payment arrangement that allows you to pay your bill after your due date but before your next bill is due. In addition, you may qualify for a "deferred payment plan." A deferred payment plan allows a customer to pay an outstanding bill in installments beyond the due date of the next bill. The REP may require an initial payment to initiate the agreement. Your REP must offer you a deferred payment plan unless you have received more than 2 disconnection notices during the past 12 months or you have been their customer for less than 3 months and do not have sufficient credit or payment history with another REP. All REPs must offer customers deferred payment plans for bills that are due during an extreme weather emergency and to customers who have been underbilled in the amount of \$50.00 or more. A deferred payment plan may include a 5% penalty for late payment; however, the POLR may not charge a late fee. If you do not fulfill the terms of the payment arrangement or deferred payment plan, your REP may disconnect your service as discussed further below. For additional details on these programs, please see your Terms of Service Agreement or contact your REP for more information.

Meter Reading and Testing: Please contact your REP for information regarding how to read your meter. You have the right to request a meter test.

Your REP may make this request to your transmission distribution utility ("Host Utility") on your behalf. If a test is performed more than once in a four-year period and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your Host Utility. The Host Utility or REP will advise you of the test result, including the test date, testing person and, if applicable, the removal date of the meter.

DISCONNECTION OF SERVICE

Failure to Pay: For customers who do not pay their electric bill by the due date, their REP may request that the Host Utility "disconnect" the electric service, after the expiration of a required 10-day notice period.

Disconnection of Service: The PUC has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the POLR, may authorize your Host Utility to disconnect your electric service without prior notice to you. Your REP or Host Utility may also, at any time, authorize disconnection of your electric service without prior notice for any of the following reasons:

- where a known dangerous condition exists for as long as the condition exists;
- where service is connected without authority by a person who has not made application for service;
- where service is reconnected without authority after disconnection for nonpayment;
- where there has been tampering with the equipment of the Host Utility; or
- where there is evidence of theft of service.

Additionally, your REP may be allowed to seek to have your electric service disconnected for any of the reasons listed below:

- failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection stated on the disconnection notice;
- failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP;
- using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- failure to pay a deposit required by the REP; or
- failure of a guarantor to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

Prior to disconnecting your service, your REP must provide you with a written Disconnect Notice. This notice must be mailed to you separately (or hand-delivered), or sent to you by email, if your REP has offered and you have agreed to receive disconnection notices from the REP by email, no earlier than the first day after the date your bill is due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless the REP's personnel are available to take payments and service can be reconnected.

Your REP may not authorize disconnection of your electric service for any of the following reasons:

- failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
- failure to pay any charge unrelated to electric service;
- failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- failure to pay underbilled charges that occurred for more than 6 months;
- failure to pay any disputed charges until your REP or the PUC determines the accuracy of the charges and you have been notified of this determination;
- failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under PUC rule 25.126 relating to Adjustments Due to Non-Compliant Meters and Meter Tampering in Area Where Customer Choice Has Been Introduced (<http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/25.126/25.126.pdf>); or
- failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the bill is based on an estimated meter read by the Host Utility.

Additionally, your REP may not authorize disconnection of your electric service:

- if the REP receives notification by the final due date stated on the disconnection notice that an energy assistance provider will be forwarding sufficient payment on your account; and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment; or
- for non-payment during an extreme weather emergency, and upon request, the REP must offer you a deferred payment plan for bills due during the emergency.

Availability of Provider of Last Resort: If you are notified that you are subject to termination or disconnection of your electric service, you may seek to obtain services from another REP or the POLR. You have the option to request service from the POLR, which offers a standard retail service package. Information about the POLR and other REPs can be obtained from the PUC or the POLR.

Restoration of Service: If your service has been disconnected by your REP for non-payment, you must, before service is reinstated, pay all amounts due to the REP, and reestablish credit, including payment of any applicable deposit. Upon payment of all amounts due and reestablishment of credit your REP or the POLR will notify your Host Utility to reconnect your service. If your service was disconnected due to a

dangerous situation, your service will be reconnected once you demonstrate to your REP or the POLR that you have corrected the dangerous situation.

DISPUTES WITH YOUR PROVIDER

Complaint Resolution: Please contact your REP if you have specific comments, questions or complaints. Upon receipt of a complaint, your REP must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. Your REP must advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUC or the Office of the Attorney General, Consumer Protection Division. Please include your name and account number, as well as an explanation of the facts and the resolution you desire in your complaint. For a complaint involving a disputed bill, your REP may not initiate collection activities or termination or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may disconnect your service for non-payment of any undisputed portion of the bill.

Direct Energy Business, LLC (PUCT Certificate No. 10011)

1001 Liberty Avenue
Pittsburgh, PA 15222

Email: SmallBizService@directenergy.com

Website: www.directenergybusiness.com

Phone (Toll-Free): (888) 925-9115

Fax (Toll-Free): (866) 421-0257

Hours of Operation: Monday through Thursday, from 7:00AM to 7:00PM Eastern Time, and Friday, from 7:00AM to 6:00PM Eastern Time (contact center hours subject to change without notice)

Public Utility Commission of Texas

Customer Protection Division P.O. Box 13326

Austin, Texas 78711-3326

Tel: 512-936-7120

Toll-free tel: 1-888-782-8477

Fax: 512-936-7003

E-mail: customer@puc.state.tx.us

Website: www.puc.state.tx.us

TTY: 800-735-2988

Reporting Outages: Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies. For your reference, this contact information is provided in this brochure.

CenterPoint Energy, Inc:

Local: 713-207-2222

Toll-free Tel: 1-800-332-7143

Service orders: same

24 hours a day, 7 days a week

Texas-New Mexico Power Co.:

Toll-free Tel: 1-888-866-7456

Service orders: same

24 hours a day, 7 days a week

Oncor Electric Delivery:

Toll-free: 1-888-313-4747

Service orders: 1-888-313-6862

24 hours a day, 7 days a week

American Electric Power Co. - Texas

Central/Texas North:

Toll-free: 1-866-223-8508

Service orders: 1-877-373-4858

24 hours a day, 7 days a week

OTHER PROTECTIONS

Do Not Call List: The PUC maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free 1-866-TXNOCAL(L) or 1-866-896-6225, or visit the PUC website at www.puc.state.tx.us to subscribe to the Do Not Call List.

Language Availability: You may request to receive information from your REP in Spanish, or any language in which you were initially solicited. This includes the Terms of Service Agreement, Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this Your Rights as a Customer document and disconnection notices in English and Spanish or English and your designated language if you have designated a language other than Spanish and were originally solicited in that language.

Privacy Rights: Except as described below, REPs may not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUC, an agent of your REP, consumer reporting agencies, law enforcement agencies or your Host Utility. A REP may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact their REP or Host Utility and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

Special Services: Your REP may offer special services for hearing-impaired customers and programs for customers with physical disabilities. If you have a physical disability or require special assistance regarding your electric account, please contact your REP to inquire about the process to become qualified for any of these special services.

Governmental Entities: If you are a governmental entity as defined in the Prompt Payment Act (PPA), TEX. GOV'T CODE, Chapter 2251 (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), it is your responsibility to inform your REP of your status so that the PPA protections can be applied. If you are a governmental entity subject to the PPA, your payment shall become overdue as provided in the PPA and interest on an overdue payment shall be calculated by you pursuant to the terms of the PPA and remitted to your REP with the overdue payment. Billing disputes between a governmental entity, as defined in the PPA, and an aggregator or a REP about any bill for aggregator or REP service, shall be resolved as provided in the PPA.

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Electricity Facts Label (EFL)

Direct Energy Business, LLC
 PowerLock - Fixed Rate Product
 Texas New Mexico Power Service Area
 05/01/2015

Electricity Price

Average Monthly Use	1,500kWh	2,500kWh	3,500kWh
Average price per kWh	5.366¢	5.366¢	5.366¢
Average TDSP Charges per kWh	6¢	5.4¢	4.89¢
Total Average Price per kWh	11.37¢	10.77¢	10.26¢

The average price for electric service shown in the box above reflects a monthly \$0 base charge per account, an energy charge of 5.366¢ per kilowatt-hour, and all existing recurring charges, excluding state and local sales taxes, and the Miscellaneous Gross Receipts Tax Reimbursement. Your average price for electricity may vary according to your exact monthly usage.

Other Key Terms and Questions

See "Terms of Service" for a full listing of fees, deposit policy, and other terms."

Disclosure Chart

Type of Product:	Fixed Rate Product
Contract Term:	36 months
Do I have a termination fee or any fees associated with terminating service?	Yes. The fee is the higher of either (a) \$500 or (b) \$0.01 multiplied by the most recently billed monthly usage for each account being cancelled, multiplied by the number of months remaining in the contract term.
Can my price change during contract period?	Yes
If my price can change, how will it change, and by how much?	Your price may vary from the price in this EFL solely to reflect actual changes in TDU Delivery Charges, TDU Surcharges, changes to the Electric Reliability Council of Texas or the Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs that are outside of our control.
What other fees may I be charged?	Charges for nonrecurring fees will be listed as a separate line item on your monthly bill. Please refer to the "Typical Fees & Charges" document and the "Terms of Service" document under the "Pricing" and "Billing and Payment Terms" sections for more detailed information.

Is this a pre-pay or pay in advance product?

No

Disclosure Chart	Does the REP purchase excess distributed renewable generation?	No
	Renewable content:	(This product is 10.8% renewable)
	The statewide average for renewable content is:	10.7%

Direct Energy Business, LLC (PUCT Certificate No. 10011)

1001 Liberty Avenue

Pittsburgh, PA 15222

Email: SmallBizService@directenergy.com

Website: www.directenergybusiness.com

Phone (Toll-Free): (888) 755-6332

Fax (Toll-Free): (866) 421-0257

Hours: Monday through Thursday, from 7:00AM to 7:00PM Eastern Time, and Friday, from 7:00AM to 6:00PM Eastern Time (contact center hours subject to change without notice)

13,669

FILED FOR RECORD
at 12:15 o'clock P M

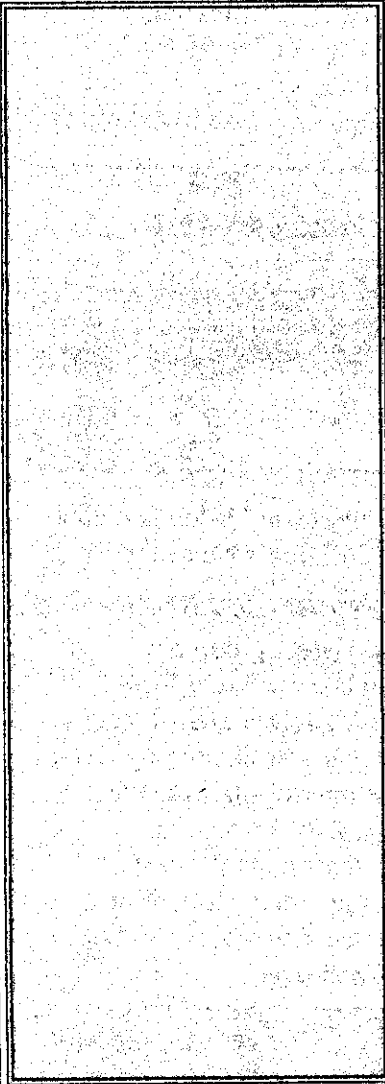
MAY 12 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
8/17/2015

Northeast Texas Children's Newsletter

Volume 6, Number 1

April-June 2015



The Director's Corner

With the Daddy-Daughter Dance, the Mother-Son Pirate Night, the Easter Egg Hunt sponsored by Brookshire's and Friendship Bridge, the Children's Museum has been a busy place in February and March. "So, what Special Event are you having now?" was a question posed recently by some supporters of the Northeast Texas Children's Museum.



Sharline Freeman,
Executive Director



Silent Auction

To answer that question, now we get ready for the second annual Silent Auction and Museum Market on April 27 from 6:00 to 7:30. The success of this event last year made the Phase I of the Great Outdoor Discovery Area possible by helping to fence in the area. We anticipate that this year's event will help us develop Phase II, the inside of the area. With leadership from Jalinna Jones, Donna Tavener, Beckey Thompson and Bonnie Hunter, this year's event promises to be even better! So mark your calendars and join us at the Sam Rayburn Student Center from 6:00 to 7:30 on April 27.



The mission of the Northeast Texas Children's Museum is to inspire imagination, enhance creativity, and build confidence in Children.

Museum Adds New Position

The Children's Museum is pleased to introduce Elana Barton as the new Director of Development. Elana has a B.A. from the University of North Texas and a M.S. in Information Studies from the University of Texas in Austin. She has had museum experience at the Elisabet Ney Museum, French Legation Museum, Bob Bullock Texas State History Museum and the Republic of Texas Museum. While at the Elisabet Ney Museum, she developed a Traveling Trunk program, which included a teacher's guide and multimedia addressing TEKS objectives. We welcome Elana to our staff and look forward to what she will bring in her role as Director of Development.



Museum Hosts Egg Hunt

Our first annual Easter Egg Hunt was held at the Children's Museum on Saturday, March 28. Brookshire's provided the eggs, cake, volunteers and an Easter bunny. The Commerce Fire Department also provided



volunteers for the event. This was a great opportunity to use our newly enclosed outdoor area. One visitor was overheard to say, "This is the best Easter egg hunt that I have ever attended." Such comments couldn't make us happier!

Daddy-Daughter Dance Breaks Event Attendance Records

With a theme of "Frozen" for the Daddy-Daughter Dance, the Children's Museum had the highest attendance of any previous Daddy-Daughter Dance. The event, led by Beckey Thompson, included decorations, food and music. Dads and daughters came from twenty-four different communities.

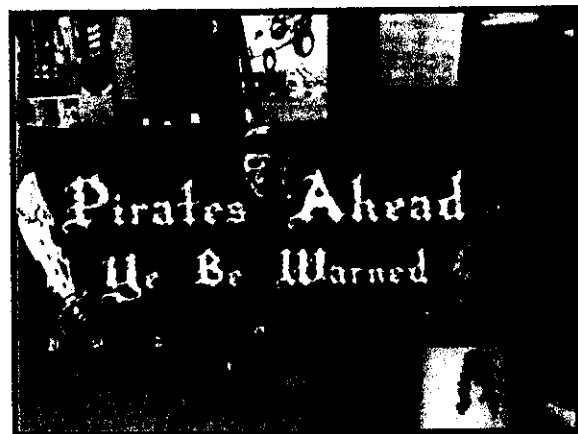
Forty-nine volunteers helped during the evening. As the last dance ended, all agreed that it was the



most successful of the seven Daddy Daughter Dances held at the Children's Museum.

Pirate Night Returns

With help from a great group of volunteers, the Mother-Son Pirate Night followed the Daddy Daughter Dance on February 28. The event was chaired by Kelly Ivey. A highlight of the evening was the appearance of Texas A&M University-Commerce athletes who came dressed as pirates. The athletes manned many of the activity areas and even staged a sword fight before the evening was over.



Smile Amazon

Do you shop on Amazon? By going first to <http://smile.amazon.com>, .05% of your purchase may be designated to go to the Northeast Texas Children's Museum. This is a great opportunity to have fun shopping while supporting the Children's Museum.



Congratulations to Our Citizen of the Year

Congratulations to Beckey Thompson, the 2015 Citizen of the Year for Commerce, Texas. Beckey, co-owner of the Commerce Veterinary Clinic, was the driving force in the Commerce Veterinary Clinic's area at the Children's Museum. She has chaired the



Daddy-Daughter Dance for three years, and this year's event was the most highly-attended in museum history. Beckey served as president of the Board of Directors of the Children's Museum in 2014 and remains on the Board. Thanks, Beckey, for all you have done.



SPOTLIGHT



Volunteers for the Mother-Son Pirate Night included a group of new volunteers at the Children's Museum. The Mother-Son Pirate Night committee shown above includes Kim Bruister, Kelly Ivey, chair for the event, Kathy Erwin who was in charge of food, and Lonnie Plunkett who was in charge of decoration. The group worked together to create a wonderful evening for mothers and sons.



Executive Director Garners Mason's Community Builder Award

Sharline Freeman was recognized at the recent Commerce Chamber of Commerce Banquet as the Mason's Community Builder. She was recognized for what she has helped to accomplish at the Children's Museum and the community recognition the Museum receives.

Thanks to January, February and March Donors

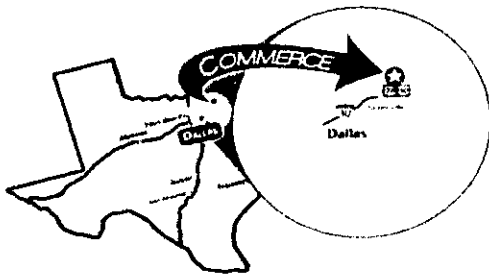
Shirley Erb
Aglaia Culture Club
Thalian Culture Club
Commerce Kiwanis Club
Commerce Lions Club
Farmers Electric Cooperative
Jack & Gladys Gray
Guaranty Bank and Trust
Richard & Jenna Hill
Marietta McClung
Sam & Barba McCord

Nila McQuary
Gordon Mendenhall
Jim & Majette Murrey
Jim & Susan Patton
Carol Peek
Commerce Rotary
TAMU-Commerce Office of the President
Dixie Turman State Farm Insurance Company
Ruth Ann White
Velvete Wommack



Donating to the Museum

To give donors another option, donations to the Northeast Texas Children's Museum can now be made through PayPal by going to our web page at <http://netxcm.com/index.php> or you may come by the Museum to make a donation at any time. You may also mail the form below. Remember that every dollar helps keep our doors open!



Donor Form

Name: _____

Street Address: _____

City, State, Zip Code: _____

Email Address: _____

Telephone: (____) _____ - _____ Amount of Donation: _____

If sponsoring a day, let us know the birthday, anniversary, or other date that you would like to sponsor.

Send to: Northeast Texas Children's Museum
P. O. Box 994
NW Corner Culver and Highway 50
Commerce, Texas 75428
Telephone: (903) 886-6055 or (903) 456-4789
Email: director@netxcm.com

**Donate
Here!**

Northeast Texas Children's Museum
2501 Hwy 24
P.O. Box 994
Commerce, TX 75429

INVOICE

INVOICE NUMBER:
HUNT 042915

INVOICE DATE:
APRIL 29, 2015
CUSTOMER ID:
HUNTCO

Account:
Hunt County Commissioners' Court
2507 Lee Street
Greenville, TX 75401

FOR:
Services

DESCRIPTION	AMOUNT
Quarterly services provided to Hunt County for months of January, February, March 2015	\$3,750.00
TOTAL	\$3,750.00



Thank you for your support!

FILED FOR RECORD
at 2:15 o'clock P M

MAY 12 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

#13,671
ESCROW TRUST AGREEMENT

FILED FOR RECORD
at 12:15 o'clock P M

THE STATE OF TEXAS

MAY 12 2015

COUNTY OF HUNT COUNTY

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

THIS CONTRACT AND AGREEMENT, MADE AND ENTERED INTO ON THIS THE 30th DAY OF April, 2015, BY AND BETWEEN HUNT COUNTY COMMISSIONER TODD McMAHON, PRECINCT 2, AND LARRY CHREENE HEREINAFTER CALLED "PURCHASER".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$ 40,375⁰⁰, for the purpose of constructing a certain site improvement, to wit:

Upgrade approx. 760 feet of CR 2506 from Service Rd dirt to DEER Crossing Entrance OIL BAND

to be specifically used for the improvements of said road when adequate funding becomes available. The cost of said improvements shall be prepared by the Commissioner and agreed upon by the purchaser prior to the execution of this agreement. Upon receipt of payment, the County Treasurer shall forward a copy of the deposit warrant to the commissioner in charge of making said improvements. If for any reason the county has not completed said improvement within one hundred twenty (120) days from the date of execution of this agreement the escrowed road improvement funds shall, at the request of said purchaser, be returned to purchaser and this agreement shall than become void.

WHEREAS, said improvement is left to the sole discretion of the responsible commissioner.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract and Agreement on this the 30th day of April, 2015.

[Signature]

Commissioner, Precinct 2

[Signature]

Purchaser signature

2410 WINCREST DR. ROCKWALL,
TX. 75032

Address of purchaser

13, 672

**HUNT COUNTY
 BID AWARD**

FORMAL BID NO. 129-15, ALL HAULING
 Effective 5/13/15 through 5/12/16

VENDOR	PRECINCT One	PRECINCT Two	PRECINCT Three	PRECINCT Four
Swinson Excavation	Cost per Ton per Mile \$0.2300	\$0.2300	\$0.2300	\$0.2300
Minimum charge per ton				
JTM Materials	Cost per Ton per Mile No Bid	No Bid	No Bid	No Bid
Minimum charge per ton				

The Purchasing Department recommends award of the bid to Swinson Excavation
 The lowest and best bidder

at 129-15 15 M
MAY 12 2015
 JENNIFER LINDENZWEG
 County Clerk, Hunt County, TX
 By: [Signature]

13,673

HUNT COUNTY BID TABULATION
Tire Disposal
Effective June 1, 2015 through May 31, 2016

VENDOR			
Trailer Size	360 Tire Group, LLC	Fast Recycling Arlington, Texas	Safety Kleen Greenville, Texas
48 Foot Trailer	N/A	\$1,125.00	\$2,178.00
53 Foot Trailer	\$975.00	\$1,250.00	\$2,178.00

The Purchasing Department recommends award to 360 Tire Group, LLC the lowest and best vendor

FILED FOR RECORD
MAY 12 2015
By *[Signature]*

JENNIFER LINDENZWEG
County Clerk, Hunt County, TX
By *[Signature]*

#13,676

Fax to: 903-408-4291 Att: Sandy
 From: Sgt. Knudson, Classification
JAIL COUNT
 April 28 - May 11, 2015

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
28-Apr	216	41	12	0	0	21	290
29-Apr	217	44	11	0	0	21	293
30-Apr	215	45	14	0	0	21	295
1-May	215	46	13	0	0	21	295
2-May	215	47	11	0	0	21	295
3-May	216	49	10	0	0	21	294
4-May	211	48	4	0	0	21	296
5-May	207	47	13	0	0	21	284
6-May	207	50	16	0	0	22	289
7-May	212	51	13	0	0	22	295
8-May	215	48	15	0	0	22	298
9-May	219	46	13	0	0	22	300
10-May	227	48	7	0	0	22	300
11-May	228	47	7	0	0	22	304

FILED FOR RECORD
 at 12:20 o'clock P M

MAY 12 2015

JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX

By 

RESOLUTION NO. 13,619

A RESOLUTION MAKING THE WRITTEN FINDINGS REQUIRED BY TEXAS GOVERNMENT CODE SECTION 103(d); GRANTING EXEMPTION UNDER LOCAL GOVERNMENT CODE § 262.024(a)(4); GRANTING AUTHORITY TO THE COUNTY JUDGE TO EXECUTE SAID RESOLUTION AND ATTORNEY CONTRACT; AND AUTHORIZING COUNTY CLERK TO AUTHENTICATE SIGNATURES TO SAID RESOLUTION AND CONTRACT.

A regularly-scheduled meeting of the Hunt County Commissioners' Court was held in Greenville, Texas, on the 12th day of May 2015, at 10:00 a.m.; a majority of the Court being present and constituting a quorum, the following resolution was adopted;

WHEREAS, it has become known that people and entities in the unincorporated areas of Hunt County, Texas, have illegally dumped, disposed of or stored materials, caused a public nuisance, and/or have released chemicals and other waste into or adjacent to water in the County, in violation of the Texas Health and Safety Code and the Texas Water Code; and

WHEREAS, the Hunt County has considered entering into a contract for legal services subject to Texas Government Code Chapter 2254, Subsection C, and must make written findings as required by Texas Government Code Section 103(d); and,

WHEREAS, Hunt County Commissioners Court has authority pursuant to Local Government Code § 262.024(a)(4) to grant an exemption for professional legal services; and,

WHEREAS, Hunt County Commissioners Court has considered entering into a professional legal services contract that requires work that is predominantly mental or intellectual, rather than physical or manual, requires special knowledge or attainment of a high order of learning, skill, and academic intelligence;

NOW THEREFORE BE IT RESOLVED that the Hunt County Commissioners' Court makes the following findings:

- (1) there is a substantial need for legal services from outside counsel to enforce the Texas Health and Safety Code and the Texas Water Code;
- (2) the legal services cannot be adequately performed by the attorneys and supporting personnel of Hunt County or by the attorneys and supporting personnel of another state governmental entity; and
- (3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because Hunt County does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

BE IT FURTHER RESOLVED, that the Hunt County Commissioners Court pursuant to Local Government Code § 262.024(a)(4) resolves to grant an exemption for professional legal services;

BE IT FURTHER RESOLVED, that the Hunt County Judge, be authorized and is hereby authorized to execute an attorney contract subject to Texas Government Code Chapter 2254, Subsection C.

BE IT FURTHER RESOLVED, that the County Clerk be authorized and is hereby authorized to authenticate the signature of the Hunt County Judge to said resolution or contract.

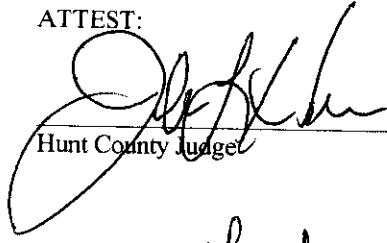
FILED FOR RECORD
at 12:15 o'clock P M

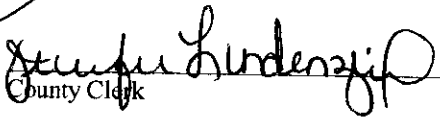
MAY 12 2015

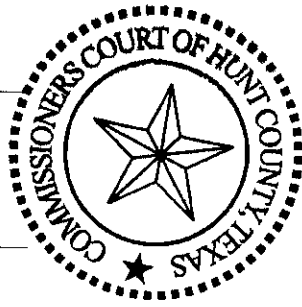
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By Jennifer Lindenzweig

PASSED BY THE COMMISSIONERS' COURT of Hunt County, Texas, at a regularly-scheduled meeting on the 12th day of May 2015.

ATTEST:


Hunt County Judge


County Clerk



#13,680

EMPLOYMENT CONTRACT

FILED FOR RECORD
at 2:45 o'clock P M
MAY 13 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

STATE OF TEXAS

§

COUNTY OF HUNT

§

§

THIS IS AN AGREEMENT between the Hunt County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "Client") and Scott & Ray, PLLC, (hereinafter referred to as "Attorney"), whose principal office address is 2608 Stonewall Street, Greenville, Texas 75403-1353, whereby Client retains and employs Attorney to represent Client in prosecuting Client's claims, as follows:

WITNESSETH:

Client hereby employs the aforementioned Attorney, and authorizes and empowers Attorney to institute, maintain, and prosecute any civil causes of action arising out of actions in the unincorporated areas of Hunt County, Texas, as detailed below. Attorney hereby accepts said employment, and agrees to act on behalf of Client to the best of Attorney's ability. This Contract shall be subject to the following terms:

1. Definition of "Hunt County, Texas":

Our client is Hunt County, Texas, not its Commissioners' Court, County Judge, or individual Commissioners. Out of necessity, we will abide by the wishes of the elected officials who make up the Commissioners' Court, but our ethical duties will run to Hunt County itself. Our representation in matters arising from this Contract is limited to Hunt County, and the term "Hunt County, Texas" does not include, and our representation of Hunt County does not mean, that we represent the elected officials, managers, officers, or employees of Hunt County, Texas.

2. Scope of Work:

Attorney has been hired to pursue site clean-up and penalties arising from illegal dumping and other activities in the incorporated unincorporated areas of Hunt County, Texas, including the following: (1) illegal or unlicensed dumping or discharge of any material; (2) improper or unauthorized release of pollutants, or (3) other activities in violation of Texas law, codes, rules and/or regulations for which a suit may be maintained under the Texas Water Code or other related statutes or rules. We may accomplish our objective through any legal and ethical means available, including demand letter, litigation and/or mediation. Our engagement is limited to providing legal services and does not include accounting, financial, management, or other non-legal services.

3. Conflicts of Interest:

Our investigations have identified several parties that are potentially adverse to Hunt County, Texas. We have checked our conflict of interest records and have found no indication of any current or prior representation that would be a conflict with any of these parties. If during the course of our representation you become aware of any other person or entity with interests adverse to Hunt County's in connection with illegal dumping matters, please promptly advise us so that we can check our records for any conflict.

Additionally, we represent many other companies, individuals, and local governments. It is possible that during the time that we are representing Hunt County some of our present or future clients will have disputes or transactions with Hunt County. This contract constitutes the agreement of Hunt County that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for Hunt County even if the interests of such clients in those other matters are directly adverse to Hunt County. We understand, however, that Hunt County has not agreed that we may use confidential information of Hunt County that we have learned during the course of our representation to the disadvantage of Hunt County nor that Hunt County has agreed we may represent another party adverse to Hunt County when there is a reasonable basis for Hunt County to believe its confidential information could be used to Hunt County's disadvantage.

In certain instances, it may become appropriate for Hunt County to consider seeking sanctions from a court against the opposition or opposition's counsel. If we reach a professional judgment that you should consider such, we will so advise the County Attorney, and may file a Motion for Sanctions with the Court.

However, we reserve the right to decline to seek such sanctions because of conflicts or for other reasons. If we conclude that we are not able to seek such sanctions, but Hunt County desires to seek such sanctions, we will consult with the Hunt County Attorney to determine alternative courses for Hunt County to follow.

4. Cooperation:

We will need the full cooperation of Hunt County and timely and full disclosure of facts and developments. We assume and must rely on the accuracy and completeness of the facts disclosed to us in providing our advice. In litigation matters, this is particularly important in order to satisfy discovery requests with respect to the causes of action alleged in the lawsuit. Failure to provide full disclosure and discovery may cause the court to impose sanctions; these may be severe and may include striking defenses or claims and imposing monetary fines.

5. Personnel:

Daniel Ray and Abigail Kweller Sullivan will have the primary responsibility for representing Hunt County. Other lawyers in our firm (including younger attorneys) and legal assistants may be involved when we believe it would be beneficial to Hunt County. Additional attorneys or firms may be associated by Attorney, with the approval of the County Judge. If that occurs, those attorneys or firms will bill at the rates stated in Section 18.g.ii, and will be subject to all other parts of this contract.

6. **EVALUATIONS ARE NOT GUARANTEES:**

Any views we express about a likely result are only expressions of our estimation, for we do not make representations or guarantees to Hunt County as to the probability of ultimate success or any particular result.

7. Records:

Hunt County should retain all originals and copies of documents Hunt County desires for future reference. At the conclusion of a matter Hunt County should advise us of which, if any, documents Hunt County wishes we return. We retain most of our file for a certain period of time, but ultimately our files will be destroyed. We do not contact our clients prior to such destruction. If Hunt County wants any documents returned upon conclusion of this matter, Hunt County must request such at that time. In the absence of such a request, we disclaim responsibility for the return of any documents or their preservation for any particular length of time.

8. Disclosure to Third Parties:

From time to time we use services provided by third parties. These include litigation support, storage, document management, computer systems, information technology services, accounting and financial services, and similar services. We also may use contract lawyers and non-lawyers in certain matters. As a result, these parties may have access to confidential client information. We endeavor to deal only with providers who understand our obligation to maintain the confidences of our clients. Your signature below shall signify the consent of Hunt County to our use of such third parties and the resulting disclosure of potential confidential information.

9. Fee:

Hunt County understands normal contingency fees Attorney Charges for this type of litigation are 33% to 40%. In consideration for the services rendered and to be rendered by Attorney, Hunt County hereby transfers, assigns, and conveys to Attorney an undivided interest in and to Hunt

County's causes of action in the amount of 33% of any and all sums of money and property recovered for the Hunt County from any party. Because the recovery of most environmental actions arising from this contract must be split 50%/50% with the state of Texas under Texas Water Code Section 7.107, this fee will be 1/6 (16.67%) of the total recovery.

In addition, Attorneys will seek attorney fees from the opposing parties in order to defray the amount of the fee paid from Hunt County's total recovery. Any attorney's fees recovered will be applied to the contingency fee described above. Therefore, for example, if the Attorneys recover \$60,000 for Hunt County's portion of a matter arising from this contract and an additional \$10,000 in attorneys' fees, the \$60,000 is subject to the 1/3 maximum contingency fee – or \$20,000. Because the \$10,000 in awarded attorneys' fees will be applied to that amount, Hunt County will pay only \$10,000 to Attorney. If the attorneys' fees are greater than the 1/3 contingency fee, the Attorney shall receive the attorneys' fees but will not be paid any additional moneys from Hunt County (subject to the requirements of §2254.106(a), (b) and (c), Tex Gov't Code, described in Section 19.g, below). In the event no attorney fees are awarded or agreed upon by defendants, neither Hunt County, Texas, nor any of its agents or officers will be responsible for payment to Attorneys for fees or for expenses incurred in representation of the County in this matter.

The fee described will be computed without enhancement regardless of the outcome. More specifically, there will be no increased cost to the County if any matter arising from this contract is settled, or tried and appealed. This paragraph is included to comply with the terms of §2254.105(2), Tex Gov't Code.

In no case will any fee paid to Attorney exceed the lesser of the 1/3 contingent fee described in this Section 9 or the special fee calculation established under §2254.106(a), (b) and (c), Tex Gov't Code (described in Section 19.g, below, and applied to cases with a recovery to Hunt County of over \$100,000). This paragraph is included to meet the requirements of §2254.106(d), Tex Gov't Code.

Unless the fee set out in this Contract is determined to be prohibited by law, the fees described above will be paid exclusively out of any recovery (including but not limited to any attorney's fees and expenses, as well as penalties) awarded in any judgment resulting from the Representation, or any settlement during the Representation, and the fees described above shall be the sole source of compensation to Attorneys.

10. Payment of Expenses Not Covered by Contingency Fee:

Our invoices will reflect charges for out-of-pocket expenses incurred in connection with cases arising from operation of this contract, including but not limited to: filing fees, court costs, certified copies of documents, transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone & fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road & mileage expenses, out of town travel expenses as per IRS guidelines, local counsel costs (if necessary) and any other expense incurred in

connection with the matter. These charges will not be reimbursed by Hunt County during the course of representation. These reimbursements are subject to the requirements of §2254, Subchapter C, Tex Gov't Code. Attorneys will pay these costs during the course of representation, and will seek reimbursement from the defendant(s) in a final judgment. **Hunt County will not be responsible to pay these costs or any other costs at any point, whether during or after representation.** Any expenses will only be reimbursed to Attorney from any penalty collected at the successful conclusion of a matter arising from this contract, and shall be paid after the contingent fee calculation is applied to the total amount of any penalty collected or fees awarded. This paragraph is included to meet the requirements of §2254.105(3), Tex Gov't Code.

11. Billing Practices and Payment:

Aggregate expenses in excess of \$250 may be billed monthly.

12. Experts and Expert Fee Estimates:

Hunt County understands experts may be necessary to proceed to trial. Attorneys may retain experts upon approval of Hunt County. Attorneys will pay the experts' retainers and invoices as necessary, and be reimbursed for this cost as described in Section 10. Any expert fees will only be reimbursed to Attorney from any penalty collected at the successful conclusion of a matter arising from this contract, and shall be paid after the contingent fee calculation is applied to the total amount of any penalty collected or fees awarded. This paragraph is included to meet the requirements of §2254.105(3), Tex Gov't Code.

13. Media Inquiries:

From time to time, we may receive media inquiries concerning this matter. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, we will abide by Hunt County's instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific written instructions, we will work with the media in accordance with our judgment, revealing non-confidential information when it is ethical to do so and appears to advance Hunt County's interests.

14. Electronic Mail:

In the course of our representation, we may have occasion to communicate with Hunt County and with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions Hunt County may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.

15. Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of Texas.

16. Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

17. Legal Construction

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 provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Prior Agreements Superseded

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

19. Additional Government Code Requirements

- a. Attorney shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract as required under §2254.104(a), Tex Gov't Code.
- b. Attorney shall permit Hunt County officials or other officials as appropriate, to inspect or obtain copies of the time and expense records at any time on request, as required under §2254.104(b), Tex Gov't Code.
- c. Upon conclusion of any matter arising from this Contract, Attorney shall provide Hunt County with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the contracting attorney's or law firm's computation of the amount of the contingent fee, and contains the final complete time and expense records, as required under §2254.104(a), Tex Gov't Code.
- d. Attorney shall disclose all information as required under the Texas Public Information Act and otherwise meet the requirements of §2254.104(d), Tex Gov't Code.

- e. Any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of Attorney is an expense subject to reimbursement only in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(4), Tex Gov't Code.
- f. The amount of the contingent fee and reimbursement of expenses under the contract will be paid and limited in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(5), Tex Gov't Code.
- g. Base Fee and Computation of Fee for Any Case with a Recovery of Over \$100,000:
 - i. This section 19.g. is required under §2254.106, Tex Gov't Code, and applies only to individual recoveries for Hunt County that actually exceed \$100,000 in accordance with §2254.106(f)-(g), Tex Gov't Code; In a recovery to which this section applies, the Base Fee (as calculated below) would be multiplied by the multiplier of 4 (as set forth below) to obtain the maximum contingency fee payment allowed under Section 2254.106 of the Texas Government Code
 - ii. The following reasonable hourly rates required to be in this contract under §2254.106(a), Tex Gov't Code are based on the reasonable and customary rate in the Dallas, Texas legal market for the type of work performed, and based on the relevant experience, demonstrated ability, and standard hourly billing rates of the persons listed:

Daniel Ray	- \$950/hr
Abigail Kweller	- \$950/hr
Other attorneys	- \$950/hr
Paralegals	- \$200/hr
Law Clerk	- \$100/hr
 - iii. Texas Government Code Section 2254.106(b) requires the establishment of a "Base Fee." The Base Fee is used to calculate the contingent fee for any case arising from this contract that actually results in a recovery of \$100,000 or more shall be as follows: For each attorney, law clerk, or paralegal who is a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm, multiply the number of hours the attorney, law clerk, or paralegal works in providing legal or support services under the contract times the reasonable hourly rate for the work performed by that attorney, law clerk, or paralegal (in Section 19.g.ii, above). Add the resulting amounts to obtain the base fee. The computation of the base fee may not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm.
 - iv. Multiplier: Pursuant to Government Code Section 2254.106(c), this contract must establish a multiplier based on any expected difficulties in performing the

contract, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected long delay in recovery. Based on those factors, the reasonable multiplier for relevant matters arising from this contract is: four (4).

20. Approval of Comptroller:

This Contract is effective only after review and approval by the Texas Comptroller.

21. Retention of Control:

Subject to the approval of the Texas Attorney General, the County shall have the absolute right to settle any case brought under this contract for no penalty, which would yield no contingent fee on penalties to Attorneys. Attorneys have no authority to settle or otherwise compromise the position of the County or any of its officers. Attorneys shall at all times be subject to the supervision, direction, and control of the Hunt County Attorney, who acts as the County's agent and retains absolute and total control over all critical decision-making in cases brought under this contract.

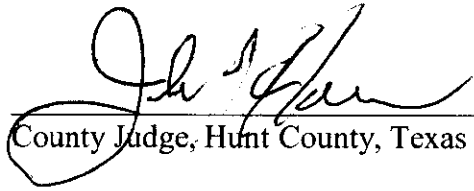
TAX DISCLOSURE AND ACKNOWLEDGMENT:

CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.

THIS CONTRACT IS SIGNED in Hunt County, on May 12, 2015.

CLIENT


County Judge, Hunt County, Texas

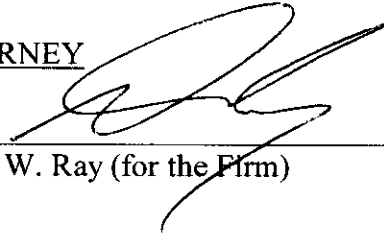
Date: 5-12-15


Hunt County Clerk



Date: May 12, 2015

ATTORNEY


Daniel W. Ray (for the Firm)

Date: 5/12/2015

APPROVED BY:

OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS:

By: Deputy Comptroller or her designee

Date: _____

FILED FOR RECORD
at 12:25 o'clock P M

MAY 12 2015

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

#13,681

PROFESSIONAL SERVICES AGREEMENT
(Contingent Fee Special Counsel for Environmental Litigation)

The Parties to this Agreement are **Hunt County, Texas** (CLIENT) and **Connelly • Baker • Wotring, L.L.P.** (SPECIAL COUNSEL). The County Attorney has selected SPECIAL COUNSEL.

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Purpose of Representation

1.01 CLIENT has found a substantial need to employ SPECIAL COUNSEL to assist CLIENT'S ATTORNEY in the prosecution of a lawsuit arising under the laws of the State of Texas against one or more of the following: Republic Waste Services of Texas, Ltd., Republic Waste Services of Texas GP, Inc., and Republic Services, Inc. and their corporate affiliates, parents, and subsidiaries and such other defendants as may be added to the litigation in the future (collectively, "Defendants"). The lawsuit concerns the storage of waste and other activities located in Hunt County as set forth in Exhibit "A" attached hereto ("the Sites") and Defendants' violations of the Texas Water Code, Texas Health and Safety Code, the rules promulgated by the Texas Commission on Environmental Quality in Title 30 of the Texas Administrative Code and any other applicable common law or statutory causes of action, including but not limited to environmental statutes, rules and regulations including those laws that preceded the current statutes.

1.02 CLIENT has found a substantial need for the legal services which cannot be adequately performed by CLIENT'S attorneys or the attorneys of a governmental entity, nor, because of the nature of the matter for which services will be obtained, can they be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.03 Subject to the supervision, direction, and control of the Hunt County Judge, SPECIAL COUNSEL will prosecute a civil case on behalf of Hunt County against Defendants or other defendants deemed necessary to the prosecution of the civil case. In the civil case SPECIAL COUNSEL shall seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the illegal receipt, storage, or disposition of solid or liquid waste or other activities located in Hunt County as set forth in Exhibit "A" attached hereto ("the Sites") and Defendants' violations of the Texas Water Code, Texas Health and Safety Code, the rules promulgated by the Texas Commission on Environmental Quality in Title 30 of the Texas Administrative Code, and any other applicable common law or statutory causes of action, including but not limited to environmental statutes, rules and regulations including those laws that preceded the current statutes ("the Representation").

1.04 CLIENT has determined pursuant to Local Government Code § 262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence

1.05 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.

1.06 SPECIAL COUNSEL shall prosecute civil environmental cases on behalf of Hunt County against defendants and seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the discharge of Hazardous Substances from the Site. The primary attorneys handling this representation will be Debra Tsuchiyama Baker and Earnest W. Wotring. SPECIAL COUNSEL shall furnish the services as outlined (Representation). SPECIAL COUNSEL agrees to perform necessary legal work with reference to the Representation, and will work specifically with the Hunt County Judge or his designee. SPECIAL COUNSEL will work under the supervision, direction, and control of the Hunt County Judge or his designee.

1.07 To enable SPECIAL COUNSEL to provide effective representation, CLIENT agrees to do the following: (1) disclose to SPECIAL COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT's knowledge that are or might be material or that SPECIAL COUNSEL may request, (2) keep SPECIAL COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with SPECIAL COUNSEL.

1.08 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.09 The person or entity that SPECIAL COUNSEL represents is CLIENT, and SPECIAL COUNSEL's attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, SPECIAL COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with SPECIAL COUNSEL working on Representation. In the event a potential conflict occurs during the course of the Representation, SPECIAL COUNSEL will make full written disclosure of such to the Hunt County Attorney.

1.10 It is understood and agreed that SPECIAL COUNSEL's engagement is limited to the Representation. SPECIAL COUNSEL is not being retained as general counsel, and SPECIAL COUNSEL's acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.

1.11 Any expressions on SPECIAL COUNSEL's part concerning the outcome of the Representation, or any other legal matters, are based on SPECIAL COUNSEL's professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by SPECIAL COUNSEL's knowledge of the facts and are based on SPECIAL COUNSEL's views of the state of the law at the time they are expressed. SPECIAL COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

II. Compensation and Other Matters

2.01 For and in consideration of the services performed under this Agreement, subject to the limitations in this Agreement, CLIENT agrees to pay SPECIAL COUNSEL as follows:

2.02 Any fee payable to SPECIAL COUNSEL will be from the portion of any award, judgment, and/or settlement allocated by law to Hunt County. This Agreement shall not confer upon COUNSEL any rights to any portion of any sum awarded to the State of Texas as a result of the Representation.

2.03. In the event of a judgment against the defendant(s) and only to the extent collected from any defendant(s), a fee consisting exclusively of all the attorney's fees awarded pursuant to Section 7.108 of the Texas Water Code or any other statutory basis for recovery of attorney's fees and expenses, and 25% of each additional dollar, if any, in excess of the award of attorney's fees awarded to the County and collected by SPECIAL COUNSEL. SPECIAL COUNSEL'S fee as set forth in this paragraph is the same regardless of whether the litigation is tried or appealed.

2.04 In the event of a settlement with the defendant(s) the County agrees to pay SPECIAL COUNSEL 35% of any settlement to SPECIAL COUNSEL if it does not contain a separate allocation for the award of attorney's fees; or in the event the settlement provides for a separate allocation for the recovery for attorney's fees, SPECIAL COUNSEL shall recover the amount of the settlement designated for attorney's fees to Hunt County plus 25% of each additional dollar awarded to the County and collected by SPECIAL COUNSEL.

2.05 The amount recovered for purposes of the contingent fee computation in paragraph 2.03 and 2.04 is the amount CLIENT receives before reimburseable expenses are deducted.

2.06 CLIENT shall have the absolute right to settle the case for no penalty which would yield no contingent fee on penalties to SPECIAL COUNSEL. CLIENT will assign any award of attorney's fees to SPECIAL COUNSEL, who shall have the obligation to collect them from the defendant. CLIENT will be responsible for paying all expenses of litigation directly to the vendor, such as, expert witness fees, deposition expenses, and other court costs/fees. The CLIENT will not advance any litigation expenses under this Agreement.

2.07 The fee to be paid under this Agreement shall come exclusively out of any

recovery (including but not limited to any attorney's fees and expenses, as well as penalties) awarded in any judgment resulting from the Representation, or any settlement during the Representation, and CLIENT shall be liable to SPECIAL COUNSEL for no more than the fee. CLIENT has specifically allocated and made available from currently budgeted funds the sum of \$0 to discharge any obligations that CLIENT may incur arising out of this Agreement in the event the fee is determined to be prohibited by law.

2.08 It is expressly understood that the fees described above shall be the sole source of compensation to SPECIAL COUNSEL for overhead costs and expenses (with the exception of the reimbursable expenses listed below) and includes, but is not limited to, all costs for secretarial work, including overtime, computer time, meals, clerical filing, and proofreading. SPECIAL COUNSEL agrees that it is neither authorized to seek reimbursement nor is CLIENT obligated to pay for mileage within Hunt County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for in this Agreement, if any. Expert witness fees, mediation fees, expenses associated with depositions (such as costs of the transcript, and court reporter or videographer fees), travel outside Hunt County, research and investigation related fees and expenses, and expenses associated with creating demonstrative exhibits or other means of evidence presentation during trial or hearings (such as trial graphics) shall constitute the reimbursable expenses ("the reimbursable expenses"). SPECIAL COUNSEL shall advance all the reimburseable expenses. All reimbursable expenses above \$5000.00 must be approved by CLIENT. Reimburseable expenses shall be recovered by SPECIAL COUNSEL out of any settlement or judgment that arises out of the Representation.

2.09 SPECIAL COUNSEL has been engaged to provide legal services in connection with the Representation, as specifically defined in this Agreement. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT's future rights and liabilities in regard to the Representation. Unless SPECIAL COUNSEL is actually engaged after the completion of the Representation to provide additional advice on such issues, SPECIAL COUNSEL has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the continuing obligations setout in this Agreement.

2.10 At the conclusion of the Representation, SPECIAL COUNSEL will return to CLIENT any documents that SPECIAL COUNSEL is specifically requested to return. As to any documents so returned, SPECIAL COUNSEL may elect to keep a copy of the documents in SPECIAL COUNSEL's stored files. CLIENT owns all final work product generated from the Representation.

2.11 Any notice required or permitted to be given by the CLIENT to SPECIAL COUNSEL hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Debra Tsuchiyama Baker
Earnest W. Wotring

Connelly • Baker • Wotring, L.L.P.
700 J. P. Morgan Chase Tower
600 Travis
Houston, Texas 77002-2026
Fax: 713.980.1701
Email: dbaker@connellybaker.com and
ewotring@connellybaker.com

Any notice required or permitted to be given by SPECIAL COUNSEL to the CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Hunt County Judge John Horn
Hunt County Courthouse
2507 Lee St., 2nd Floor
Greenville, Texas 75401
(903) 408-4146
Fax: (903) 408-4299

Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

2.12 SPECIAL COUNSEL affirmatively consents to the disclosure of its email addresses that are provided to CLIENT or to Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by SPECIAL COUNSEL and agents acting on SPECIAL COUNSEL's behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

2.13 It is expressly understood that SPECIAL COUNSEL has no authority to settle or otherwise compromise the position of CLIENT or any of its officers. Hunt County retains all authority to settle the case.

2.14 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

2.15 If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason then such provision will be modified to reflect the parties' intention and to make the provision enforceable. It is the parties' intention that the suit against Defendants shall continue regardless of whether any single part of this Agreement is unenforceable, void or voidable. In the event that one or more provision of this Agreement is held unenforceable, all remaining provisions of this Agreement that have not been determined by a court as being unenforceable, void, or voidable shall remain in full force and effect.

III. REQUIRED RECITALS

3.01 This Agreement is effective only after review and approval by the Comptroller for the State of Texas.

3.02 SPECIAL COUNSEL shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing under this Agreement as required by Section 2254.104(a) Texas Government Code.

3.03 At any time upon request, SPECIAL COUNSEL shall permit CLIENT'S ATTORNEY, CLIENT'S governing body, other governing officials, the Attorney General for the State of Texas, the State Auditor, or any other appropriate official, to inspect or obtain copies of the time and expense records kept in accordance with Section 3.02, as required by Section 2254.104(b) Texas Government Code.

3.04 Upon conclusion of any matter for which SPECIAL COUNSEL was retained, SPECIAL COUNSEL shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows COUNSEL'S computation of the amount of the contingent fee, and contains the final complete time and expense records, as required by Section 2254.104(c) Texas Government Code. The complete written statement required under this section is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requester under that chapter under Section 552.103 or any other exception from required disclosure.

3.05 All time and expense records kept in accordance with Section 3.02 are public information subject to required disclosure under Chapter 552.103 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under Section 552.103 of the Texas Government Code only if, in addition to meeting the requirements of Section 552.103 of the Texas Government Code, the chief legal officer or employee of CLIENT determines that withholding the information is necessary to protect County's strategy or position in pending or reasonably anticipated litigation. If any information is withheld in accordance with this Section, CLIENT shall segregate said information from information that is subject to required public disclosure.

3.06 Differences in the method by which the contingent fee will be computed if any matter is settled, tried and appealed are set forth in Paragraphs 2.03 and 2.04 of this Agreement.

3.07 Payment of litigation expenses and fees are set forth in paragraphs 2.07 and 2.08.

3.08 The amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before expenses are deducted.

3.09 Any subcontracted legal or support services performed by a person who is not a partner or employee of SPECIAL COUNSEL is an expense subject to reimbursement only after

receiving written permission from CLIENT and only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.

3.10 The amount of the contingent fee and reimbursement of expenses under this Agreement will be paid and limited in accordance with Subchapter C, Chapter 2254 of the Texas Government Code. SPECIAL COUNSEL'S contingent fee is limited to the lesser of 35% of the amount recovered by Hunt County or four times SPECIAL COUNSEL'S base fee, as that term is used in Texas Government Code § 2254.106. Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by SPECIAL COUNSEL, the expected risk of no recovery, and the expected long delay in recovery, a reasonable multiplier for the base fee in this matter is four. COUNSEL'S reasonably hourly rate for the work performed under the Agreement is \$900 an hour for partners, \$500 per hour for non-partners, and \$200 per hour for paralegals or law clerks based on the relevant experience, demonstrated ability, and standard hourly billing rates for these attorneys, paralegals, and law clerks at COUNSEL. These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be calculated pursuant to Chapter C, Section 2254 of the Texas Government Code by multiplying the number of hours the attorney, paralegal, or law clerk worked in providing legal or support services for the CLIENT times the reasonable hourly rate for the work performed by the attorney, paralegal, or law clerk. The base fee is calculated by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm.

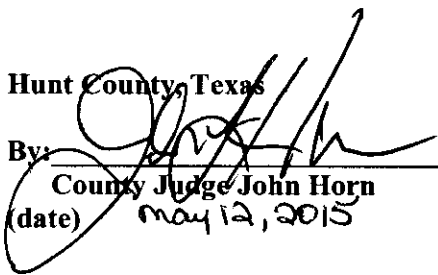
3.11 Reimbursement of subcontracted work, if any, under Texas Government Code Section 2254.107 shall meet the requirements of Chapter 2254 of the Texas Government Code, including Texas Government Code Section 2254.106(a) requirements, without regard to the expected or actual amount of recovery under this Agreement.

3.12 Payment of fees and expenses will be governed by the requirements set forth in Chapter 2254 of the Texas Government Code, including Section 2254.105(5) and all other applicable sections.

IV. LIMITATION OF TERM

4.01 This Agreement shall be of no force or effect until approved in writing by the Texas Comptroller of Public Accounts.

Hunt County, Texas

By: 
County Judge John Horn (date) May 12, 2015

Connelly • Baker • Wotring, L.L.P.

By: _____
Earnest W. Wotring

Partner

APPROVED BY:

OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS:

By: Deputy Comptroller or his designee

Date

Exhibit A

That certain 50.558 acre, more or less, tract of land located at FM 1568 Commerce, Texas 75428, described as AO910 Robinson R, Tract 13, with Hunt County Appraisal District property ID 34124, and anywhere that hazardous substances, chemicals, liquid or solid waste or their constituents, or other contaminants or pollutants from said property may have migrated, been moved or have come to be located within Hunt County, including the areal extent of such contamination and all suitable areas in very close proximity to the contamination necessary for implementation of any necessary response action.