

C-07-069-06-12

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO
AUCTIONEER SERVICE AGREEMENT**

This AMENDMENT to the AGREEMENT between **ABREGO TOWING & STORAGE, LLC**, (the "Auctioneer") and **HIDALGO COUNTY** (the "County"), effective the 3rd day of October 2007, is made between the Auctioneer and the County, (the "Amendment"), as follows:

WHEREAS, Auctioneer and County entered into an Agreement on August 3, 2007, in which the Auctioneer agreed to provide professional services to conduct public auction sales of surplus and/or seized property belonging to Hidalgo County.(the "Project");

WHEREAS, due to unforeseen circumstances and delays in the Project, the parties now desire to amend the timeframe in which the Auctioneer may perform the services of the Project;

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

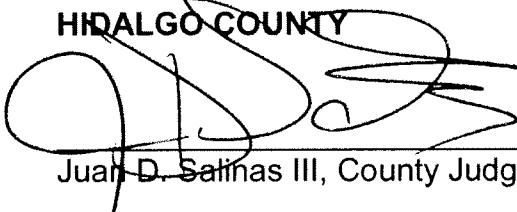
NOW THEREFORE, for and in consideration of the tasks performed by Auctioneer and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Agreement, Auctioneer and County hereby agree to the following Amendment to the Agreement:

1. The effective date of the Agreement is delted and the following effective date and is substituted in lieu thereof:

October 3, 2007

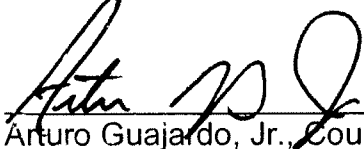
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Auctioneer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY



Juan D. Salinas III, County Judge

ATTEST:



Arturo Guajardo, Jr., County Clerk


Abrego Towing & Storage, LLC



Title: MANAGER / MANAGER

Approved as to Form:

ATLAS & HALL, L.L.P.



By: Stephen L. Crain

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AGREEMENT FOR AUCTIONEER SERVICES
C-07-069-06-12**

THIS AGREEMENT FOR AUCTIONEER SERVICES (the “Agreement”) is entered into effective as of this the **3rd** day of **August, 2007** by and between **HIDALGO COUNTY, TEXAS**, (“County”) and **Abrego Towing & Storage, Limited Liability Company**, (“Company”).

WHEREAS, County has solicited proposals from qualified parties to conduct public auction sales of surplus and/or seized property belonging to County: and

WHEREAS, Auctioneer has submitted a proposal to provide the services required by County in accordance with the request for Bids attache hereto as Exhibit “A” and Auctioneer bid proposal attached hereto as Exhibit “B” and

WHEREAS, County has determined that the proposal by Auctioneer is the lowest and best bid submitted, and a contract should be awarded to Auctioneer; and

WHEREAS, the parties wish to further reduce to writing their representations, warranties and agreements regarding the services to be provided by Auctioneer to County.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

1. In the event County, in its sole discretion, determines that surplus or seized property in its possession is to be sold and that the services of a state-licensed auctioneer are required, Auctioneer agrees that it will perform the following services for and on behalf of County, in exchange for the consideration herein expressed (the “Services”): advertising of the sale in at least two issues of the proper local newspaper (including proper disclosures pursuant to Chapter 263 of the Texas Local Government Code). Labeling and set-up of items prior to the auction, preparation and clearing of all auction proceeds prior to delivery of goods to buyer, preparation of all paperwork necessary to transfer title to personal property, issuance of a cashier’s check to County for the net sale proceeds, and collection deposit of all sales taxes.
2. For and in consideration of Auctioneer’s services hereunder, County agrees to pay Auction a fee equal to ten percent (10%) of the gross sales receipts of any auction conducted by Auctioneer. Such amount may be deducted from the sales receipts by Auctioneer prior to remitting to County the cashier’s check for the net sales.
3. The term of this agreement shall be for a period of one (1) year from the effective date

hereof, as first-above written. County, in its sole discretion, may elect to extend the term of this contract for an additional two (2) one year term, under the same rates, terms and conditions. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. Auctioneer represents and warrants to County as follows:

- (a) Auctioneer is licensed by all appropriate federal, state and local agencies to conduct the Services herein described.
- (b) A true and correct copy of Auctioneer's license is attached hereto as Attachment #1 to Exhibit "B"
- (c) Auctioneer has been issued a Texas motor vehicle dealer "P" number, as evidenced by Attachment #1 to Exhibit "B".
- (b) Auctioneer understands that County retains the sole discretion to determine if an auction is to be conducted which requires the services of a licensed auctioneer, and that the awarding of this bid and the execution of this Agreement by County do not constitute any representation or guaranty that any such auction will occur.
- (e) Auctioneer is not required to maintain Workers' Compensation Insurance pursuant to the applicable provisions of Texas Labor Code.
- (f) Concurrently with his execution of this Agreement, Auctioneer has presented to County a certificate of insurance indicating A five-hundred thousand general liability insurance policy, naming County as an additional insured, with limits of at least \$300,000 providing additional coverage to all underlying liabilities consistent with potential exposure of County in accordance with the Texas Tort Claims Act. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise.
- (g) County and Auctioneer agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. Auctioneer agrees to promptly notify County of any suspension, termination or revocation of Auctioneer's License or of the liability insurance coverage required, hereunder, in which event County may, in its sole discretion, elect to immediately terminate this Agreement.

6. With respect to any property seized by any law enforcement agency of Hidalgo County, or any cooperative agency of which Hidalgo County is a party, including, but not limited to, the Hidalgo County Financial Disruption Task Force, Auctioneer agrees to store such property for County for the period prior to any sale being conducted. No storage fees will be assessed to County or any cooperative agency as herein described, for the storage of such property, without regard to the fact that such property is not, upon final adjudication, awarded to County, or that County, upon final award or adjudication, elects to retain such property for its own use, rather than to sell it at public or private auction. To the extent permitted by the court in which any forfeiture or seizure proceeding, Auctioneer may elect to charge its usual and customary storage or impoundment fees, consistent with the fee schedule attached hereto as Exhibit "C" and incorporated herein by reference, to the owners of seized property held by Auctioneer which is awarded back to such owners upon final adjudication of the forfeiture or seizure proceeding. The storage area provided by Auctioneer will consist of three (3) acres, fenced, controlled access compound, with guard dog.

7. For all non-law enforcement departments, no property shall be allowed into Auctioneer's compound unless the property has been previously declared surplus through Commissioners' Court. Proof of such action must be requested by Auctioneer. Items being sent to Auctioneer for storage prior to auction must be cleared through the Purchasing Department's Surplus Manager. The Surplus Manager will coordinate with Auctioneer and the respective departments in arranging for the transfer of items that are to be auctioned.

8. The storage area provided by Auctioneer pursuant to Paragraph 6, above, will be open for business at least seven (7) hours, daily, excluding weekends and official County holidays. In addition, Auctioneer will maintain personnel at the storage location 24 hour per day, and will post emergency access telephone numbers for deliveries of property after hours, and on weekends or holidays.

9. Auctioneer will conduct any auction sale required hereunder at any location within Hidalgo County, as requested by County, including Auctioneer auction center. Sales will be scheduled on dates and at times mutually convenient to the parties hereto, and so as to enhance the public's attendance at such sales. In the event a scheduled sale must be canceled by either party hereto, or because of inclement weather, the sale will be rescheduled for the next appropriate date upon which both parties are available.

10. Unless minimum bids are otherwise specified by County in writing prior to the conducting of an auction sale hereunder, all auctions will result in sales of all items to the highest bidder. County will, unless otherwise specified in writing, with sufficient advance notice to Auctioneer for inclusion in any auction catalogue or published listing, convey merchantable title to all goods sold at auction: the parties acknowledge, however, that County may, from time to time, be required to convey items without warranty of title.

11. Auctioneer will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging

negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Auctioneer or that of any person providing services hereunder by or through Auctioneer. Upon written notice from County, Auctioneer will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

12. The terms and conditions of the specifications attached hereto as Exhibit "A" and the bid submitted by Auctioneer attached hereto as Exhibit "B" are incorporated herein by reference and are made a part hereof as if such were fully set forth herein. In the event of any conflict between any other term of this Agreement and those terms incorporated herein as a result of this Paragraph II, the provision set forth in the text of this Agreement shall control over the term or condition expressed in the provisions incorporated herein by this Paragraph II.

13. **Miscellaneous Provisions**

13.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13.02 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

13.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Auctioneer, and not otherwise.

13.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

13.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

with copy to: Hidalgo County Purchasing Department
Attention: Purchasing Agent
100 E. Cano, 4th Floor
Edinburg, Texas 78539

If to Auctioneer Abrego Towing & Storage, LLC
Attention: Anna M. Abrego
PO Box 3038
McAllen, Texas 78502

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13.07 **Successors.** 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.

13.08 **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other. Consent to any assignment of this Agreement shall not constitute consent to any future or subsequent assignment by either party hereto.

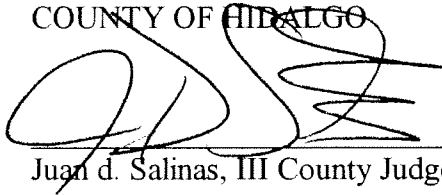
13.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

13.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

13.11 **Authority to Execute.** The execution and performance of this Agreement by County and Auctioneer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Auctioneer in accordance with its terms.

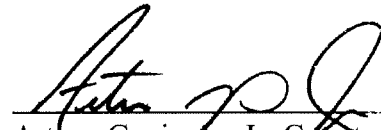
IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first above written.

COUNTY OF HIDALGO



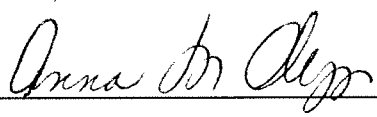

Juan d. Salinas, III County Judge

ATTEST :



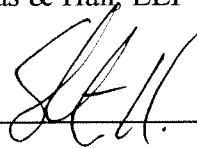
Arturo Guajardo, Jr. County Clerk

COMPANY: Abrego Towing & Storage, LLC

By:  / 
Printed Name: ANNA M Abrego / Shauna R. Abrego-Ruiz
Title: MANAGERS

Approved on Commissioners' Court June 12, 2007

APPROVED AS TO FORM
Atlas & Hall, LLP

By: 

**APPROVED BY
COMMISSIONERS' COURT
ON: 6/12/07**

**EXHIBIT “A”
REQUIREMENTS**

ADDENDUM NO. 1

April 18, 2007

**"HIDALGO COUNTY
AUCTIONEER SERVICES"
BID NO.: 07-069-05-02-ROL
Bid Opening Date: MAY 2, 2007**

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 EXHIBIT A

11. Services to be provided by the Auctioneer and staff at no expense to Hidalgo County and all mentioned parties shall include, but not limited to, the following:

OMIT LETTER G

G). Auctioneer will provide towing service on an "AS NEEDED BASIS" to the County;

ADD NUMBER 19

19. Auctioneer will provide towing service on an "AS NEEDED BASIS" to the County;

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, April 18, 2007, for RFB-"HIDALGO COUNTY –AUCTIONEER SERVICES", date modifications.

Printed Bidder Name

Date

**NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM
WITH YOUR BID PACKET, IN ORDER TO
COMPLETE THE BID.....**

Exhibit "A"

HIDALGO COUNTY BID SPECIFICATIONS "AUCTIONEER SERVICES"

BID NO.: # 07-069-05-02-ROL

Project Overview:

Hidalgo County is seeking to contract with a qualified vendor to conduct all public auction sales of personal and/or real property called by the Hidalgo County Commissioners Court which require the services of a Licensed Auctioneer, as determined by the Court in its sole discretion on an "AS NEEDED BASIS". Auctioneer shall conduct the public auction sales of personal and/or real property of Hidalgo County including, but not limited to the following:

- 1.) All Hidalgo County departments under general and road and bridge fund;
- 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
- 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force and DPS;

Note: Agencies shall obtain prior written approval from State and Federal agencies and submit to the Purchasing Department before the sale or disposition of any equipment purchased with funds from State and Federal regardless of cost.

Specifications & Requirements, Terms & Conditions

1. Auctioneer shall be licensed to perform public and private auctions within the State of Texas in accordance with applicable Texas laws & regulations. A copy of the bidders Auctioneer License and Texas Vehicle Dealers "P" number must be submitted along with the bid.
(A listing & copies of all Licenses currently held shall be provided along with bid).
2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges to buyers (at buyer's' option) for batteries, locksmith services, etc.
3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid in addition the auctioneer should also start all vehicles that are in working condition during auction.
4. Auctioneer will maintain through out the contract term, all insurances and its limits for Automobile, General, & Worker's Compensation Insurance. (Refer to Exhibit "C").
5. Auctioneer will have twenty-four hour security monitoring service at Auctioneer location or wherever auctioneer stores property inclosing but not limited for the following:
 - 1.) All Hidalgo County departments under general and road and bridge fund;
 - 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
 - 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force and DPS;
6. Auctioneer will be liable for all theft or vandalism of any items which has been accepted for Auction or Storage by awarded Auctioneer.

7. Auction sales will be conducted at either option A or B sites with prior notice given to the Auctioneer:

Option A). Auctioneer's premises
Option B). County-owned sites

8. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or damages arising out of the conduct of the sale.

9. **Statutory Notification:**

The County will publish at its own expense, pursuant to Chapter 263.153, Of the Texas Local Government Code:

(a) The Commissioner's Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.

(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale.

10. **Promotion of Sale through Auction:**

- A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).
B). Auctioneer will provide evidence of such promotion to the Hidalgo County Purchasing Departments Fixed Asset Division as part of the documentation submitted with proceeds.

- * 11. Services to be provided by the Auctioneer and staff at no expense to Hidalgo County and all mentioned parties shall include, but not limited to, the following:

- A). Re-keying, detail carwash (so as to look presentable) and gas;
B). Auctioneer will check in all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and will submit an inventory status report to the Hidalgo County Purchasing Departments Fixed Assets Division on a monthly term;
C). Label & set-up of groups or lots of equipment should be individually identified and marked on the inventory list with a group or lot number;
D). Auctioneer will remove all emblems, logos and exempt license plates from vehicles prior to the auction. All plates will be forwarded to the Hidalgo County's Fixed Asset Division;
E). All copies of any ads, buyers lists, receipts and clearing of all auction proceeds must be forwarded to Hidalgo County Purchasing Departments Fixed Asset Division no later than fifteen (15) working days from the date of the auction.
F). Auctioneer will handle any disputes that may arise during and at the end of auction & may ask for assistance from the Purchasing Department's Fixed Asset Division if required for resolution.
* G). Auctioneer will provide towing service on an "AS NEEDED BASIS" to the County;
H). Auctioneer must provide a secure fence area of at least 3 (three) acres and an enclosed warehouse (minimum of 1,000 sq.ft.), for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS and the Hidalgo County District Attorney's Office and other items which Hidalgo County or all mentioned parties wishes to store for auction or storage from all other department(s) or entities. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.
I). Auctioneer shall announce at each auction, prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale.
J). Auctioneer shall video tape or record all auctions and submit copies to the County.

- K). Auctioneer will be responsible for preparing and completing the application for Texas Certificate of Title (form 130U), Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.
- L). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.
12. No storage fees will be assessed to the County during and at the end of the contract term for any vehicles returned to defendant(s), and/or if the County wishes to use the vehicle after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizure proceeding.
13. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees, consistent with the fee schedules to the owners of seized property held by the Auctioneer which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.
14. No storage fees will be assessed to Hidalgo County for any remaining vehicles upon expiration of the contract term.
15. In the event that the Auctioneer can not respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the County in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.
16. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction sales.
17. County items shall be first priority in all sales, which may include State and Federal funded departments / programs as identified in project overview. Hidalgo County reserves the right to add/delete items from the list up to the day of the auction. Hidalgo County reserves the right to video tape or record any and all auction sales.
18. Hidalgo County reserves the right to view the proposed premises prior to award of bid.

Terms and Conditions:

1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
3. Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.
4. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.
5. The County may, in at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 25, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 27, 2007 by 5:00 p.m.

**EXHIBIT “B”
FEE SCHEDULE**

**HIDALGO COUNTY
"AUCTIONEER SERVICES"
BID NO.: 07-069-05-02-ROL**

BID PAGE

BID PERCENTAGE % 10%

TOWING FEES SMALL VEHICLES (i.e. cars, pickups)
\$ 75.00* * UP TO ONE TON ONLY

TOWING FEES LARGE VEHICLES (i.e. tractor trailer, buses)
\$ 250.00 * * OVER ONE TON AND HIGHER
TRACTOR RIG: TRACTOR: \$250.00
TRAILER: \$250.00

BIDDER/COMPANY NAME: ABREGO TOWING & STORAGE, LLC
ADDRESS: P O BOX 3038

CITY/STATE/ZIP CODE: MCALLEN, TEXAS 78502

PHONE & FAX NO.'S: OFFICE: 956-631-4601

CELLULAR & BEEPER NO.'S: FAX: 956-383-2534
CELL NUMBERS: Anna Abrego 956-282-3287
Shawna Abrego-Ruiz 956-648-0779

AUTHORIZED SIGNATURE:  
PRINTED NAME: Shawna Abrego-Ruiz Anna M Abrego

TITLE: Managers

EXHIBIT “B”

ATTACHMENT #1

W0110

Control No. 102530



INDEPENDENT MOTOR VEHICLE DEALER

GENERAL DISTINGUISHING NO: P43671

MOTOR VEHICLE BOARD

MANUEL ABREGO
ABREGO TRUCKING SERVICE & AUTO SALES
7101 N 33RD ST
MCALLEN TX 78504

EXPIRES: 11/30/2007
PHYSICAL LOCATION
1/4 MILE W FM 2812
EDINBURG TX 78539

W0110

THIS DEALERSHIP IS LICENSED AS AN INDEPENDENT MOTOR VEHICLE DEALER.
SUPPLEMENTAL LOCATION:

W0110

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE TRANSPORTATION COMMISSION, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION.

Brett Bray

BRETT BRAY, Director
Texas Department Of Transportation
Motor Vehicle Division

W0110

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

W0110

W0110

W0110



Texas
Department
of Transportation
Texas Department of Transportation
VEHICLE STORAGE FACILITY LICENSE

0617128V/SF

ANNA M. ABREGO & SHAWNA ABREGO-RUIZ

POBOX 3038

MCALLEN TX 78502 -

Be It Known That :

ANNA M. ABREGO & SHAWNA ABREGO-RUIZ

Located at:

1/4 MILE WEST FM 2812

EDINBURG TX 78539 -

Has paid the required fee, satisfied the prerequisites for a license as a TEXAS VEHICLE STORAGE FACILITY under the Vehicle Storage Facility Act, and has agreed to comply with its provisions. This license is issued on 10 November, 2006 and shall expire on 10 November, 2007.

This license is NON-TRANSFERABLE and NON-ASSIGNABLE

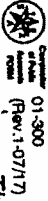
TEXAS DEPARTMENT OF LICENSING AND REGULATION



ANNAM ABREGO

AUCTIONEER

LICENSE NUMBER 12975
EXPIRES 04/04/2008



01-300
Rev. 1-07/17

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Merchants: A copy of this permit does not replace a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale exemption certificate on file.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

ABREGO TOWING AND STORAGE LLC
ABREGO TOWING AND STORAGE LLC
1/4 MILE WEST FM 2812
EDINBURG

TX 78539

NAICS CODE: 484110

DESCRIPTION ON NEXT LINE:

General Freight Trucking, Local
WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:
CITY: EDINBURG
EFF: 10/25/2006

Type of permit

SALES AND USE TAX

Taxpayer number

3-20212-0795--9

Location number

00001

First business date

10/25/2006

Susan Combs
SUSAN COMBS
Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.
If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.