

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and PAG McAllen H1, LLC (Frank Smith Hyundai), hereafter referred to as "DISTRIBUTOR."

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for new vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The Distributor agrees to enter into an agreement to lease from the County point of sale sticker printing equipment and supplies needed for issuance of, to the public by the Distributor, motor vehicle license registration stickers and license plates. The lease will be for the period of one year at the rate of \$600.00 payable on the date of the agreement. Subsequent year rates will be determined by actual cost set forth by the Texas Department of Motor Vehicles.
2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this agreement are paid over to the County, the Distributor agrees to post a surety bond, or cash deposit in the amount of \$5,000.00 per point of sale workstation, naming the Hidalgo County Tax Assessor-Collector as obligee on said bond. If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company of financial institution acceptable to the County. Upon posting of said bond, the Distributor shall be entitled to the issuance of not more than one (1) work station as listed on Exhibit "A".
3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the Tax Assessor-Collector to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the

handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the Tax Assessor-Collector, and until all Distributor personnel are trained in accordance with the Tax Assessor-Collector qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.
5. All point of sale equipment, license registration stickers, license plates, supplies and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.
6. The Distributor shall collect the fees prescribed by the Hidalgo County Tax Assessor-Collector for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. The Distributor shall forward collected fees not less often than weekly or more often as required by the Tax Assessor-Collector to the Office of the Hidalgo County Tax Assessor-Collector. All collected fees must be accompanied by a report that will account for all license registration stickers, license plates sold and fees collected. Stickers that are unaccounted for, all fees and reports will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of \$72.75.
7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers and license plates, provided that checks are made payable to "Pablo (Paul) Villarreal Jr., Tax Assessor-Collector," and shall each bear such information as may be required by such rules as are now or shall hereafter be promulgated, in writing, by the Hidalgo County Tax Assessor-Collector. All funds accepted by distributor shall be replaced by a money order, ACH or check made payable to the Hidalgo County Tax Assessor-Collector. In the event the Distributor accepts checks other than made payable to Hidalgo County Tax Assessor-Collector, the Distributor shall immediately replace said checks with cash.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies of forms required.
9. The Distributor shall deliver as often as required by the Hidalgo County Tax Assessor-Collector a license report in the form required by County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification.
10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the Tax Assessor-Collector, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the Hidalgo County Tax Assessor-Collector's Office.
11. Any changes in the ownership of Distributor must be immediately reported in writing to the Hidalgo County Tax Assessor-Collector's Office. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.
12. Distributor will provide access to the authorized representatives of the Hidalgo County Tax Assessor-Collector's Office to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license renewal stickers or supplies.
13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.
14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the Hidalgo county Tax Assessor-Collector, as may from time to time be amended.
15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated, the distributor shall return to the County all outstanding inventories of stickers

and license plates, together with supplies and payment for stickers issued, and a final report within twenty four (24) hours after the termination date.

16. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after mailing) Distributor shall have twenty four (24) hours to return to County all supplies, payment for stickers issued, and final reports, as set forth in numbered paragraph 19., hereof.
17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor and the Distributor fails to return supplies and funds within the time allowed in numbered paragraphs 19 and 20 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.
18. The term of this agreement shall commence upon receipt by the Hidalgo County Tax Assessor-Collector of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof.
19. Any notices given under the agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: PAG McAllen H1, LLC
(FRANK SMITH HYUNDAI)
1605 W. EXPRESSWAY 83

20. This agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE 18th DAY OF February, 2014.

BY: Ramon Garcia
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR



ATTEST: Arturo Guajardo Jr.
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

PAG McAllen H1, LLC
(FRANK SMITH HYUNDAI)

BY: [Signature]

PRINTED NAME: George Raysik

TITLE: Secretary and Treasurer

Approved by Commissioners' Court
on 2/18/14 [Signature]

Exhibit "A"

HIDALGO COUNTY TAX ASSESSOR COLLECTOR
DEPARTMENT OF AUTO LICENSE AND REGISTRATION

GDN #	Business Name	DBA	Contact	Address	City	Zip	Phone
P123292	PAG McAllen H1, LLC (Frank Smith Hyundai)	Frank Smith Hyundai	Nelda Ramirez	1605 W. Ext 83	Pharr	78577	1-888-336-6505

Bond 09124806

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI
as Principal, of 1625 W. Expressway 83,
(Street and Number)
Pharr TX and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(City) (State)
MD corporation, as Surety, are held and

bound unto HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO Box 178, 2802 S. Bus. Hwy 281 Edinburg, TX 78540-0178, as Obligee, in the sum of

Five Thousand and 00/100 Dollars (\$ 5,000.00)
for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of January 2014 .

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted
a license or permit to do business as Distributor of Motor Vehicle License Renewal Stickers

by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in
conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

- 1. This bond shall continue in force:
 Until _____, or until the date of expiration of any Continuation Certificate executed by
the Surety
OR
 Until canceled as herein provided.
- 2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than
30 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By Judith A. Lucky-Eftimov
Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Karen L. DANIEL, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of December, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gerald F. Haley

By: _____

*Assistant Secretary
Gerald F. Haley*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

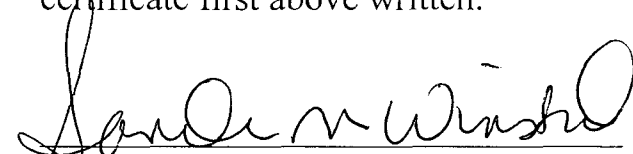


ACKNOWLEDGEMENT BY SURETY

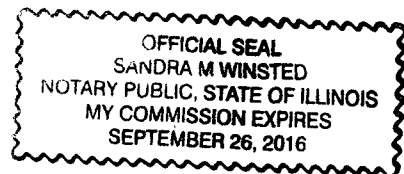
STATE OF ILLINOIS
COUNTY OF COOK

On this 10th day of January, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of January, 2014.



James M. Carroll, Vice President