

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 TI, LLC DBA SCION OF PHARR, TOYOTA OF PHARR, 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 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 County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.
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 in the amount of **\$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **\$5,000.00** per General Distinguishing Number (GDN). 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 or financial institution acceptable to the County.
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 County 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 County, and until all Distributor personnel are trained in accordance with the County 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. 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 County 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. Stickers that are unaccounted for 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 \$80.25 for each missing sticker and \$7.00 per each missing license plate.
7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.
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 or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the 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 or may result in immediate termination of this Agreement.
10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, 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 County.
11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. 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 County 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 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 County, 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 in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued, a final report within twenty four (24) hours after the termination date, and funds owed to the County under this Agreement.
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 the 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 the County all supplies, payment for stickers issued, and final report, To County at the location 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 or cash deposit 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 in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 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 County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.
19. Any notices given under this 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
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: PAG MCALLEN T1, LLC
DBA SCION OF PHARR, TOYOTA OF PHARR
GDN# P123289
2132 N MAYS ST STE 950
PHARR, TX 78577-6515

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 ____ DAY OF _____, 2015.

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

APPROVED BY
COMMISSIONERS' COURT
ON: 9/29/15 mb

DISTRIBUTOR:

PAG MCALLEN T1, LLC
DBA SCION OF PHARR, TOYOTA OF PHARR
GDN# P123289
2132 N MAYS ST STE 950
PHARR, TX 78577-6515

BY: George Raysick

PRINTED NAME: George Raysick

TITLE: Secy + Treasurer (CFO)

R I D E R

To be attached to and form part of:

Bond Number 09124805
dated 12/9/2013

issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND
in the amount of \$ 5,000.00

on behalf of PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA
(Principal)

and in favor of HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The PRINCIPAL NAME shall be amended:

FROM: PAG McAllen T1, LLC dba Toyota of Pharr

TO: PAG McAllen T1, LLC dba Scion of Pharr, Toyota of Pharr

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 14th day of September, 2015.

Signed, Sealed & Dated this 14th day of September, 2015.

PAG MCALLEN T1, LLC, DBA SCION OF PHARR, TOYOTA OF PHARR
(Principal)

By: _____


FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____

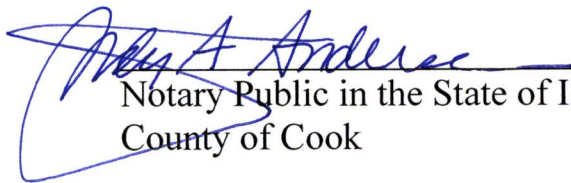

Judith A. Lucky-Eftimov, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

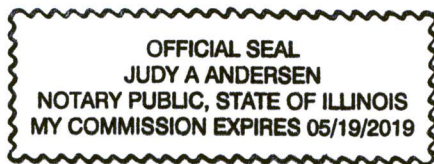
STATE OF ILLINOIS
COUNTY OF COOK

On this 14th day of September, 2015, before me, Judy A. Andersen, 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



**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, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES, Christina L. SANDOVAL and Diane M. O'LEARY, 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.

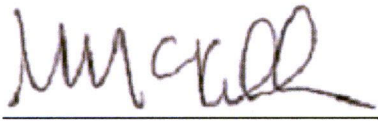
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 1st day of June, A.D. 2015.

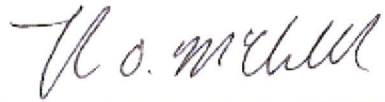
ATTEST:

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



By: 

*Secretary
Michael McKibben*

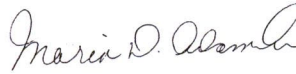


*Vice President
Thomas O. McClellan*

**State of Maryland
County of Baltimore**

On this 1st day of June, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, 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, Notary Public
My Commission Expires: July 8, 2019*



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 14th day of September, 2015.



Michael Bond, Vice President

orig

RIDER

To be attached to and form part of:

Bond Number 09124805
dated 12/9/2013

issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND
in the amount of \$ 5,000.00

on behalf of PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA
(Principal)

and in favor of HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The PRINCIPAL NAME shall be amended:

FROM: PAG McAllen T1, LLC, Frank Smith Toyota

TO: PAG McAllen T1, LLC dba Toyota of Pharr

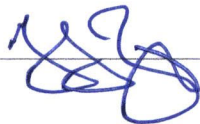
It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 2nd day of January, 2015.

Signed, Sealed & Dated this 23rd day of December, 2014.

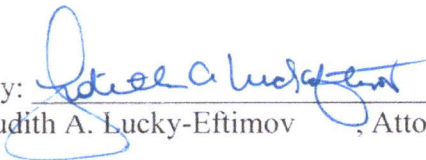
PAG MCALLEN T1, LLC, DBA TOYOTA OF PHARR

By: _____
(Principal)



FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

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, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES and Diane M. O'LEARY, 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.

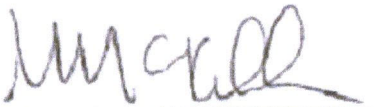
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

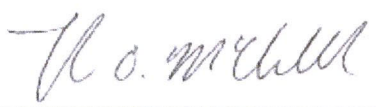
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of September, A.D. 2014.

ATTEST:

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



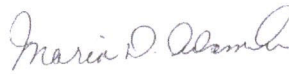
By: 
*Assistant Secretary
Michael McKibben*


*Vice President
Thomas O. McClellan*

**State of Maryland
City of Baltimore**

On this 5th day of September, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, 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, deposed 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, Notary Public
My Commission Expires: July 8, 2015



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 23rd day of December, 2014.




Michael Bond, Vice President

ACKNOWLEDGEMENT BY SURETY

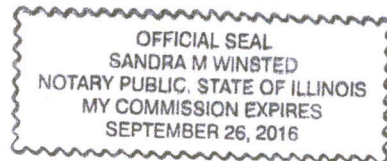
STATE OF ILLINOIS
COUNTY OF COOK

On this 23rd day of December, 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



**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*



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.



A handwritten signature in cursive script that reads "James M. Carroll".

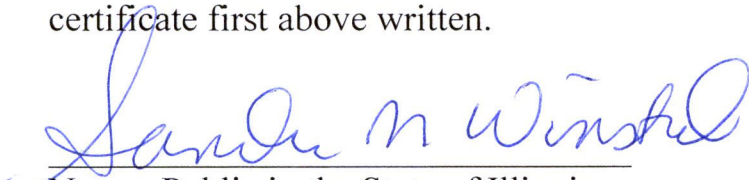
James M. Carroll, Vice President

ACKNOWLEDGEMENT BY SURETY

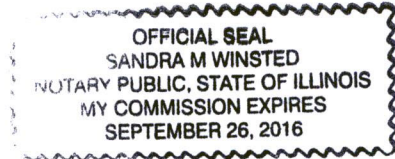
STATE OF ILLINOIS
COUNTY OF COOK

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.

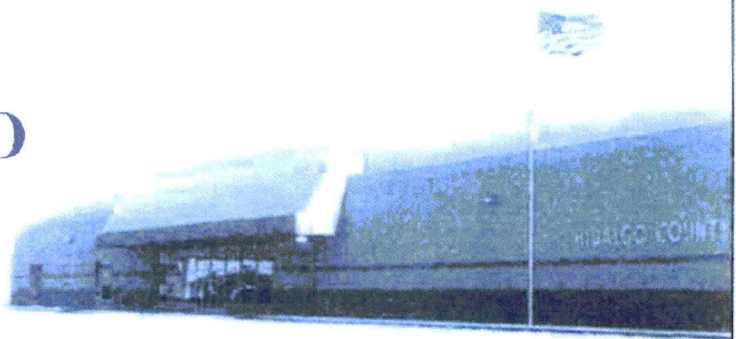


Notary Public in the State of Illinois
County of Cook



Office of Tax Assessor - Collector
COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



Automatic Bank Draft Authorization Form

Auto License
 2804 S. Bus. Hwy 281

P.O. Box 178
 Edinburg, Texas 78540-0178
 Ph. (956) 318-2158 • Fax (956) 318-2191

Please choose from the following

Tax, Title and License

Registration Fees

**** Please note that if your bank has an ACH limit, please notify this office and make sure that; your work does not exceed that limit, have the limit raised if necessary or authorize the Hidalgo County Tax Office to be able to exceed the limit if your work requires****

I (we) hereby authorize the Hidalgo County Tax Assessor/Collector's Office, herein called Company, to initiate debit transactions from the U.S. Bank named below: herein called Depository, for the payment of Tax, Title, and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name PAG McAllen T1, LLC DBA Frank Smith Hyundai
 Mailing Address PO Box 1568 City Round Rock State TX Zip 78680
 Email ebignello@penskeautomotive.com Phone 512-807-4534
 Bank Name Bank of America Account Name Operating Account
 Routing Number 063100277 Account Number 898052386751
 Bank Representative Jimmy McKenzie Phone 1800-375-6262 opt 1

This Authority is to remain in full force and effect until Company and Depository have received written notification from me (us) of this termination in a timely manner as to afford Company and Depository a reasonable opportunity to act on it

Signature [Handwritten Signature] Date 10-13-14
 Printed Name Cindy Bignell Title Accounting Manager
 Signature _____ Date _____
 Printed Name _____ Title _____

Return this form to Hidalgo County Tax Assessor/Collectors office at 2804 S. Bus. Hwy 281 Edinburg, TX 78540 Attn: Guillermo Palacios or fax to us at (956) 318-2191. For more information please call (956) 318-2158

Tax Office Sub-Stations

1429 S. Tower Rd Alamo, TX 78516 (956) 784-8688 Fax (956) 784-3539	509 E. Earling Rd. San Juan, TX 78589 (956) 283-1645 Fax (956) 283-1855	1902 Joe Stephen Ste 201 Weslaco, TX 78596 (956) 973-7825 Fax (956) 973-7829	722 N. Breyfogle Rd. Ste 104 Mission, TX 78574 (956) 581-8898 Fax (956) 580-7425	300 W. Hall Acres Rd. Ste. C Pharr, TX 78577 (956) 784-3555 Fax (956) 784-3556
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