

## FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: HUNT CO. CONST. PCT. 2  
Reporting Date: 01/01/2016  
TCOLE Agency Number: 231102  
Chief Administrator: WAYNE PIERCE  
Agency Contact Information: Phone: 903-886-7937  
Email: [wpierce@huntcounty.net](mailto:wpierce@huntcounty.net)  
Mailing Address:  
HUNT CO. CONST. PCT. 2  
P.O. BOX 411  
Commerce, TX 75429

# 13,993(1)(a)  
FILED FOR RECORD  
at 12:00 o'clock P M  
FEB 09 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *Jennifer Lindenzweig*

### Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.**

Executed by: WAYNE PIERCE

Chief Administrator

HUNT CO. CONST. PCT. 2

Date: 01/01/2016

Submitted electronically to the



## The Texas Commission on Law Enforcement

# FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: HUNT CO. ATTY.'S OFFICE  
Reporting Date: 01/01/2016  
TCOLE Agency Number: 231130  
Chief Administrator: JOEL D. LITTLEFIELD  
Agency Contact Information: Phone: 903-450-5796  
Email: [brandon\\_bobbitt@yahoo.com](mailto:brandon_bobbitt@yahoo.com)  
Mailing Address:  
HUNT CO. ATTY.'S OFFICE  
P. O. BOX 1097  
NULL  
GREENVILLE, TX 754031097

#13,993(1)(b)  
FILED FOR RECORD  
at 12:20 o'clock P.M.  
FEB 09 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *[Signature]*

## Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.**

Executed by: JOEL D. LITTLEFIELD

Chief Administrator

HUNT CO. ATTY.'S OFFICE

Date: 01/01/2016

Submitted electronically to the



## The Texas Commission on Law Enforcement

## TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** HUNT CO. SHERIFF'S OFFICE  
**Reporting Date:** 01/13/2016  
**TCOLE Agency Number:** 231100  
**Chief Administrator:** TROY R. MEEKS  
**Agency Contact Information:** Phone: (903) 453-6800  
Email: [rmeeks@huntcounty.net](mailto:rmeeks@huntcounty.net)  
Mailing Address:  
HUNT CO. SHERIFF'S OFFICE  
2801 Stuart St  
Greenville, TX 75401

#13,993(1)(c)  
FILED FOR RECORD  
at 12:22 o'clock P M  
FEB 09 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

HUNT CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the HUNT CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the HUNT CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HUNT CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the HUNT CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the HUNT CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **TROY R. MEEKS**

Chief Administrator

HUNT CO. SHERIFF'S OFFICE

Date: 01/13/2016

**HUNT CO. SHERIFF'S OFFICE Motor Vehicle Racial Profiling  
Information**

**Number of motor vehicle stops:**

1. 351 citation only
2. 80 arrest only
3. 3 both
4. 434 Total (4, 11, 14 and 17 must be equal)

**Race or Ethnicity:**

5. 29 African
6. 4 Asian
7. 308 Caucasian
8. 91 Hispanic
9. 2 Middle Eastern
10. 0 Native American
11. 434 Total (lines 4, 11, 14 and 17 must be equal)

**Race or Ethnicity known prior to stop?**

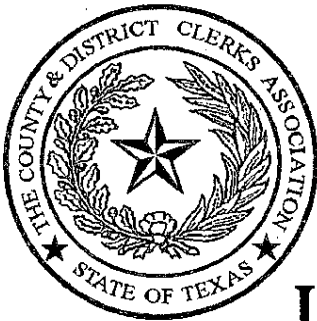
12. 0 Yes
13. 434 No
14. 434 Total (lines 4, 11, 14 and 17 must be equal)

**Search conducted?**

15. 56 Yes
16. 378 No
17. 434 Total (lines 4, 11, 14 and 17 must be equal)

**Was search consented?**

18. 33 Yes
19. 23 No
20. 56 Total (must equal line 15)



COUNTY & DISTRICT CLERKS'  
ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

**Jennifer Lindenzweig**  
Hunt, County Clerk

For completing the required 20 Hours of Continuing Education for 2015 as  
prescribed in Section 51.605 of the Texas Government Code.

In Witness therefore, recognition is hereby made this January 2016.

*Heather H. Hawthorne*

Heather H. Hawthorne, President

*Celeste Bichsel*

Celeste Bichsel, Vice President

JENNIFER LINDENZWEIG  
COUNTY CLERK, HUNT COUNTY, TEXAS

FEB 09 2016

#13,993(2) at 13:02 of clock  
FILED FOR RECORD  
M



SEE FORM GU207 (SCHEDULE OF FORMS AND ENDORSEMENTS)

**ITEM 6.** Cancellation of Prior Insurance: By acceptance of this **Policy** the "Insured" gives the Insurer notice cancelling prior policies or bonds numbered: 61 FA 0228583 the cancellations to be effective at the time this **Policy** becomes effective.

**ITEM 7. ADDRESS FOR NOTICES TO THE INSURER**

**(A) For Claims:**

via mail: The Hartford Financial Products Claim Department  
277 Park Avenue, 15th Floor  
New York, NY 10172

via email: [HFPClaims@thehartford.com](mailto:HFPClaims@thehartford.com)

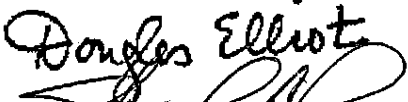
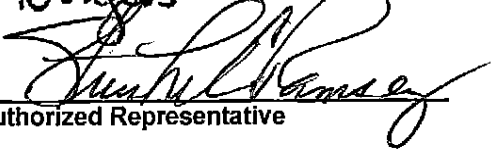
via fax: (917) 464-6000

**(B) For other than Claims:**

via mail: The Hartford  
277 Park Avenue, 15th Floor  
New York, NY 10172

via email: [HFPEXpress@thehartford.com](mailto:HFPEXpress@thehartford.com)

via fax: 866-586-4550

  
  
Authorized Representative

01/28/16

Date

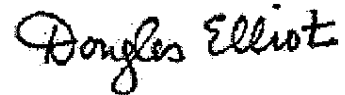


### ENDORSEMENT

This endorsement, effective on 2/19/16 at 12:01 A.M standard time, forms a part of

Policy No. 61 FA 0228583-16 of the HARTFORD FIRE INSURANCE CO.

Issued to HUNT COUNTY OFFICE OF TAX COLLECTOR ASSESSOR



Douglas Elliot, President

### SCHEDULE

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	CA00H00300	09/09	THE HARTFORD CRIMESHIELD ADVANCED POLICY
	RN00U00100	05/93	IN WITNESS PAGE
1	CA00H01600	09/09	SPECIFIC ENTITY EXCLUSION
2	CA00H09300	09/09	AMENDMENT FOR GOVERNMENTAL ENTITIES
3	CA00H09401	11/12	AMENDMENT FOR GOVERNMENTAL ENTITIES - INCLUDES COVERAGE FOR BONDED EMPLOYEES, TREASURERS
4	CA00H15500	10/14	DECEPTION FRAUD ENDORSEMENT
5	CA00H15600	10/14	INCLUDE COVERAGE FOR VIRTUAL CURRENCY - SUBLIMITED
6	CA42H00400	09/09	TEXAS AMENDATORY ENDORSEMENT
7	CA42H00500	09/09	TEXAS CANCELLATION AND NONRENEWAL ENDORSEMENT
8	CA42H00600	11/10	TEXAS NOTICE

# THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED

## I. CONSIDERATION CLAUSE

In exchange for the payment of premium and subject to the Declarations, Insuring Agreements, Exclusions, General Conditions, Definitions and terms of this Policy, the Insurer and "Insured" agree as follows:

**ONLY THOSE INSURING AGREEMENTS THAT ARE DESIGNATED WITH AN "X" ON THE POLICY DECLARATIONS PAGE ARE INCLUDED UNDER THIS POLICY.**

## II. INSURING AGREEMENTS

### INSURING AGREEMENT 1. - EMPLOYEE THEFT

The Insurer will pay for loss of or damage to "money", "securities" and "other property" incurred by the "Insured" which results directly from "theft" by an "employee", whether or not identifiable, while acting alone or in collusion with other persons.

### INSURING AGREEMENT 2. - EMPLOYEE THEFT CLIENT PREMISES

The Insurer will pay for loss of or damage to "money", "securities" and "other property" sustained by the "Insured's" "client" when such loss results directly from "theft" on said "client's premises" by the "Insured's" identified "employee".

### INSURING AGREEMENT 3. - Computer And Funds Transfer Fraud

1. The Insurer will pay for loss of and loss from damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of such "money", "securities" and "other property" from inside the "premises" or "banking premises":
  - a. to a person (other than a "messenger") outside those "premises"; or
  - b. to a place outside those "premises".
2. The Insurer will pay for loss of "money" or "securities" through "funds transfer fraud" resulting directly from "fraudulent transfer instructions" communicated to a "financial institution" and instructing such institution to pay, deliver, or transfer "money" or "securities" from the "Insured's" "transfer account".

### INSURING AGREEMENT 4. - INSIDE THE PREMISES *Money, Securities and Other Property*

1. The Insurer will pay for loss of "money" and "securities" inside the "premises" or "banking premises" resulting directly from "theft", disappearance or destruction.
2. The Insurer will pay for loss of or damage to "other property":
  - a. inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
  - b. inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
3. The Insurer will pay for loss from damage to the "premises" or its exterior resulting from an actual or attempted:
  - a. "theft" of "money" or "securities"; or
  - b. "robbery" or "safe burglary" of "other property"if the "Insured" is the owner of the "premises" or is liable for damage to it.

4. The Insurer will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" or unlawful entry into those containers.

**INSURING AGREEMENT 5. - OUTSIDE THE PREMISES *Money, Securities and Other Property***

1. The Insurer will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
2. The Insurer will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

**INSURING AGREEMENT 6. - DEPOSITORS FORGERY OR ALTERATION**

1. The Insurer will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
  - a. made or drawn upon the "Insured"; or
  - b. made or drawn by one acting as the "Insured's" agent and drawn on the "Insured's" account or that are purported to have been so made or drawn.
2. The Insurer will treat mechanically or electronically produced or reproduced signatures the same as handwritten signatures.
3. If the "Insured" is sued for refusing to pay any instrument in 1. above, on the basis that it has been forged or altered and the "Insured" has the Insurer's written consent to defend against that suit, the Insurer will pay for any reasonable legal expenses that the "Insured" incurs and pays in such defense. The amount that the Insurer will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement. If a Deductible Amount applies to this Insuring Agreement, the Insurer will also apply it to the amount of legal expenses incurred in this Insuring Agreement.
4. The "Insured" must include with the "Insured's" proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss and describing both sides of said instrument.

**INSURING AGREEMENT 7. - CREDIT, DEBIT OR CHARGE CARD FORGERY**

The Insurer will pay for loss which results directly from forgery or alteration of written instruments required in conjunction with any credit, debit, or charge card issued to the "Insured" or any "employee" for business use.

**INSURING AGREEMENT 8. - MONEY ORDERS AND COUNTERFEIT CURRENCY**

1. The Insurer will pay for loss resulting directly from the "Insureds" having accepted in good faith and in the regular course of business, in exchange for merchandise, "money" or services:
  - a. money orders issued by any post office, express company or bank in any country that are not paid upon presentation; or
  - b. "counterfeit" paper currency of any country that is acquired during the regular course of business.

Unless otherwise shown in the Declarations, the Limit of Insurance under this Insuring Agreement is \$50,000 and there is no deductible applying to loss covered under this Insuring Agreement.

### **INSURING AGREEMENT 9 - INVESTIGATIVE EXPENSES**

The Insurer will pay for reasonable "investigative expenses" incurred and paid by the "Insured" per "occurrence" to establish the existence and determine the amount of loss covered under Insuring Agreements 1. through 8. if elected, provided that the amount of direct covered loss exceeds the Deductible Amount applicable to such covered loss.

### **INSURING AGREEMENT 10. - COMPUTER SYSTEMS RESTORATION EXPENSES**

The Insurer will pay for "computer systems restoration expense" resulting directly from any loss covered under INSURING AGREEMENT 1. - EMPLOYEE THEFT, INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES or INSURING AGREEMENT 3. - COMPUTER AND FUNDS TRANSFER FRAUD incurred by the "Insured" but only if such covered loss is in excess of the Deductible applicable to such covered loss.

### **INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT**

The Insurer will provide reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft" provided that all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the "policy period" for which this Identity Recovery Expenses Reimbursement coverage is applicable; and
3. Such "identity theft" is reported to the Insurer as soon as practicable but in no event later than 60 days after it is first discovered by the "identity recovery insured."

### **III. LIMIT OF INSURANCE**

- A. The most that the Insurer will pay for loss and expense in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.
- B. INSURING AGREEMENT 11. IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage is subject to the limit set forth on the Declarations page.
  1. Legal costs as provided under paragraph d. of the definition of "identity recovery expenses" are part of, and not in addition to, the INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage limit.
  2. Lost Wages and Child and Elder Care Expenses as provided under paragraphs 5. and 6. of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$250 per day, not to exceed \$5,000 in total. This sublimit is part of, and not in addition to, the INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage limit. Coverage is limited to lost wages and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
  3. Mental Health Counseling as provided under paragraph 7. of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

### **IV. DEDUCTIBLE**

The Insurer will not pay for loss or expense in any one "occurrence" unless the amount of the loss or expense exceeds the Deductible Amount shown in the Declarations. The Insurer will then pay the amount of loss or expense in excess of the Deductible Amount, up to the Limit of Insurance. In the event that more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount will be applied.

## V. DEFINITIONS

- A. *"Banking premises"* means the interior portion of that part of any building occupied by a banking institution or similar safe depository.
- B. *"Client"* means any entity for which the "Insured" provides goods or services as specified in a written agreement, but only while the written agreement is in effect.
- C. *"Client's premises"* means the interior of that portion of any building that the "Insured's" "client" occupies in conducting its business.
- D. *"Computer System"* means: a computer and all input, output, processing, storage, off line media library and communication facilities which are connected to such computer, provided that such computer and facilities are:
1. under the direct operation and control of the "Insured";
  2. at an "electronic data processor" with whom the "Insured" has contracted for data processing services (including other financial institutions); or
  3. at an automated clearing house (including a Federal Reserve Bank), or other electronic communications system including but not limited to Fedwire, Clearing House Interbank Payment System (CHIPS) and Society for Worldwide International Financial Telecommunications (SWIFT);
- E. *"Computer Systems Restoration Expenses"* means reasonable expenses, incurred by the "Insured" with the Insurer's prior written consent, to reproduce or duplicate damaged or destroyed "data" or computer programs. If such "data" or computer programs cannot be duplicated from other "data" or computer programs, then "computer systems restoration expense" shall also include reasonable costs incurred for computer time, computer programmers, technical experts or consultants to restore such "data" or computer programs to substantially the same level or operational capability existing immediately before the covered loss. "Computer systems restoration expenses" shall not include 1) expenses incurred by any "client" 2) "Investigative Expenses" and 3) the "Insured's" internal corporate costs, including salaries.
- F. *"Controlled Partnership"* means a limited partnership in which and so long as the "Named Insured" owns or controls, directly or indirectly, more than 50% of the limited partnership interest and is the sole general partner.
- G. *"Counterfeit"* means an imitation of an actual valid original which is intended to deceive and to be taken as an original.
- H. *"Custodian"* means the "Insured", or any of the "Insured's" partners, an "LLC Manager", "LLC Member" or any "employee" while having the care and custody of "money", "securities" or "other property" inside the "premises", excluding any person while acting as a "watchperson" or janitor.
- I. *"Data"* means a representation of information, knowledge, facts, concepts or instructions which are processed and stored in a "computer system".
- J. *"Electronic Data Processor"* means a natural person, partnership or corporation authorized by the "Insured" to perform services as a data processor of the "Insured's" checks or other accounting records (not including preparation or modification of computer software or programs). A Federal Reserve Bank or clearinghouse shall not be construed to be an "electronic data processor".
- K. *"Employee"* means
1. a natural person:
    - a. while in the "Insured's" service or for 90 days after termination of such service; and
    - b. whom the "Insured" compensates directly by salary, wages, commissions; and
    - c. whom the "Insured" has the right to direct and control while performing services for the "Insured"

2. a natural person who is:
  - a. a trustee, officer, employee, administrator or manager of any "Employee Benefit Plan(s)" insured under this Policy; or
  - b. the "Insured's" director or trustee while that person is handling "money" or "securities" or "other property" of "Employee Benefit Plan(s)" insured under this Policy;
3. a natural person who is a director or trustee of the "Insured" while performing acts coming within the scope of the usual duties of an "employee" or while acting as a member of any of the "Insured's" elected or appointed committees to perform on the "Insured's" behalf, specific, as distinguished from general, directorial acts; or
4. a natural person who is furnished temporarily to the "Insured" by a temporary employment service firm to substitute for a permanent "employee" as defined in sub-paragraph (1) above, who is on leave, or to meet seasonal or short-term work load conditions and for whom the "Insured" has the right to direct and control while performing services for the "Insured"; provided, however, such persons are excluded while having care and custody of "other property" outside the "premises".
5. a natural person who is leased to the "Insured" under a written agreement between the "Insured" and a labor leasing firm, to perform duties related to the conduct of the "Insured's" business;
6. a natural person who is a non-compensated officer of the "Insured";
7. a natural person who is a volunteer of the "Insured's" who is not compensated, other than one who is a fund solicitor, while performing services for the "Insured" that are usual to the duties of an "Employee"; or
8. a natural person who is a former "employee", director, partner, member or trustee of the "Insured" retained as a consultant while performing services for the "Insured"; or
9. a natural person who is a guest student or intern of the "Insured" while pursuing studies or duties with the guidance or direction of the "Insured"; or
10. a natural person who is the "Insured's" partner, "LLC Manager" or "LLC Member", but the Insurer will not pay for loss caused by any partner, "LLC Manager" or "LLC Member", unless the amount of the loss exceeds the sum of:
  - a. any amounts the "Insured" owes that partner, "LLC Manager" or "LLC Member"; and
  - b. the value of that partner's partnership interest, or that "LLC Manager's" or "LLC Member's" ownership interest determined by the closing of the "Insured" organization's books on the date of discovery of the loss by the "Insured" organization by anyone not in collusion with the person causing the loss, and
  - c. any applicable Deductible Amount;

then the Insurer will pay the amount of loss excess of that sum, up to the Limit of Insurance applicable to INSURING AGREEMENT 1. - EMPLOYEE THEFT.

The foregoing notwithstanding, "employee" does NOT mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.

- L. "Employee Benefit Plan(s)" means any welfare or pension Plan that is subject to the Employee Retirement Income Security Act (ERISA) of 1974, as amended, and which is sponsored by one or more of the "Insureds".
- M. "Financial institution" means a bank, savings bank, savings and loan association or similar thrift institution, a stockbroker, mutual fund, liquid assets fund, or similar investment institution in which the "Insured" maintains a "transfer account".

- N. "Forgery" means the signing of the name of another person or organization with intent to deceive; provided, however, that it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any reason.
- O. "Fraudulent transfer instructions" means:
1. fraudulent electronic, telegraphic, facsimile, cable, teletype or telephone instructions to a "financial institution" to debit a "transfer account" and to pay, transfer or deliver "money" or "securities" from such account and which instructions purport to have been authorized by the "Insured" but which have been fraudulently transmitted by another; or
  2. fraudulent written instructions to a "financial institution" to debit a "transfer account" and to pay, transfer or deliver "money" or "securities" from such account through an electronic funds transfer system at specified times or under specified conditions and which instructions purport to have been duly authorized by the "Insured" but which have been fraudulently issued, forged or altered by another.
- P. "Funds transfer fraud" means "theft" of "money" or "securities" from any of the "Insured's" "transfer accounts" at a "financial institution" and occurring through "fraudulent transfer instructions" communicated to such "financial institution".
- Q. "Identity Recovery Expenses" means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "identity theft":
1. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
  2. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "Insured's" efforts to report an "identity theft" or amend or rectify records as to the "Insured's" true name or identity as a result of an "identity theft."
  3. Costs for up to twelve (12) credit reports from established credit bureaus dated within 12 months after the "Insured's" knowledge or discovery of an "identity theft".
  4. Legal Costs for reasonable attorney fees incurred, with the Insurer's prior written consent, for:
    - a. defending any civil suit brought against an "identity recovery insured" by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an "identity theft"; and
    - b. removing any civil judgment wrongfully entered against an "identity recovery insured" as a result of the "identity theft."
    - c. costs for challenging the accuracy or completeness of any information in a consumer credit report.
  5. Lost Wages  

Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
  6. Child and Elder Care Expenses  

Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

## 7. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

**R.** *"Identity Recovery Insured"* means a member of the board of directors, member of the board of trustees, officer, risk manager, in-house general Counsel, "LLC Manager", or "LLC Member". An "identity recovery insured" must always be an individual person. The entity insured under this policy is not an "identity recovery insured."

**S.** *"Identity Theft"* means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

**T.** *"Insured"* means the "Named Insured", any "Employee Benefit Plan(s)", any "non-ERISA" plan(s) and any "subsidiary" in existence as of the inception date of this Policy or formed by the "Insured" during the Policy Period.

**U.** *"Investigative Expenses"* means reasonable expenses incurred and paid by the "Insured", with the Insurer's prior written consent, in establishing the existence and amount of any direct loss covered under Insuring Agreements 1. through 8. within this Policy. The reasonableness of such expenses shall be determined by the Insurer and shall not include any of the "Insured's" internal corporate obligations such as "employee" wages or any other internal costs. "Investigative expenses" shall not include expenses incurred by any "client".

**V.** *"LLC Manager"* means any natural person who was is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

**W.** *"LLC Member"* means any natural person who has an ownership interest in a limited liability company.

**X.** *"Messenger"* means the "Insured", any "LLC Member" or "LLC Manager" or any "employee" while having care and custody of "money", "securities" and "other property" outside the "premises".

**Y.** *"Money"* means currency, coins and bank notes in current use and having a face value; and traveler's checks, register checks and money orders held for sale to the general public.

**Z.** *"Named Insured"* means any entity named in ITEM 1 of the Declarations of this Policy.

**AA.** *"Non-ERISA Plan(s)"* means any plan solely sponsored by any "Insured" that is not subject to the terms of ERISA.

**BB.** *"Occurrence"* means:

1. as respects INSURING AGREEMENT 1. - EMPLOYEE THEFT and INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES, all loss caused by, or involving, one or more "employees", whether the result of a single act or a series of acts.
2. as respects INSURING AGREEMENT 6. - DEPOSITORS FORGERY OR ALTERATION, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
3. as respects INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage, all acts incidental to an "identity theft", any series of "identity thefts" and all "identity thefts" arising from the same method of operation, whether committed by one or more persons, shall be deemed to arise out of one act and shall be treated as one "identity theft". If an act causes a covered expense under INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage, to more than one "identity recovery insured", the limit of insurance and deductible for INSURING AGREEMENT 11. - IDENTITY RECOVERY



EXPENSES REIMBURSEMENT set forth on the Declaration page shall be the most the Insurer shall pay for all covered loss in the aggregate.

4. as respects all other Insuring Agreements, an act or series of related acts involving one or more persons; or an act or event or a series of related acts or events not involving any person.

CC. "Other Property" means any tangible property other than "money" or "securities" that has intrinsic value but does not include any property excluded under this Policy.

DD. "Policy Period" means the period from the Inception Date to the Expiration Date set forth in ITEM 3. of the Declarations at the local time of the address set forth in ITEM 2. of the Declarations, or any earlier termination date.

EE. "Premises" means the interior of that portion of any building which the "Insured" occupies in conducting the "Insured's" business.

FF. "Robbery" means the unlawful taking of "other property" from the care and custody of a person by one who has caused or threatened to cause that person bodily harm, or, committed an obviously unlawful act witnessed by that person, to the deprivation of the "Insured".

GG. "Safe burglary" means the unlawful taking of "other property" from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior, or, the taking of a safe or vault from inside the "premises".

HH. "Securities" means negotiable or non-negotiable instruments or contracts representing either "money" or "other property" and includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use and evidences of debt issued in connection with credit or charge cards, which cards are not issued by the "Insured"; but "securities" do not include "money".

II. "Subsidiary" means any:

1. corporation in which and so long as any "Named Insured" owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;
2. limited liability company in which and so long as the "Named Insured" owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity's managers;
3. corporation operated as a joint venture in which and so long as the "Named Insured" owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the "Named Insured" solely controls the management and operation of such corporation; or
4. a "Controlled Partnership"

With respect to any "subsidiary" which is a joint venture, limited liability company or "Controlled Partnership", loss occurring as a result of "theft" by "employee(s)" shall apply only if such loss results directly from "theft" by "employee(s)" of the "Insured". Loss occurring as a result of "theft" by "employee(s)" of other joint venture, limited liability company or limited partnership participants is not covered under INSURING AGREEMENT 1. EMPLOYEE THEFT of this Policy.

JJ. "Theft" means:

1. the unlawful taking of "money", "securities" or "other property" to the deprivation of the "Insured";
2. solely for the purposes of INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES, the unlawful taking of "money", "securities" or "other property" to the deprivation of the "client".

KK. "Transfer account" means an account maintained by the "Insured" at a "financial institution" from which the "Insured" or the "Insured's" authorized representative may cause the payment, transfer or delivery of "money" or "securities" by any means described in the "fraudulent transfer instructions" definition.

LL. "Watchperson" means any person whom the "Insured" retains specifically to have the care and custody of "other property" inside the "premises" and who has no other duties.

## VI. EXCLUSIONS (Applying To All Insuring Agreements Unless Otherwise Specified)

This Policy Does Not Apply To And The Insurer Will Not Pay For:

### A. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

### B. Acts Committed By A Named Insured Sole Practitioner

Loss resulting from "theft", or any other dishonest or criminal act committed by the "Named Insured" if such "Named Insured" is a sole practitioner, whether acting alone or in collusion with others.

### C. Acts of Employees, Managers, Directors, Trustees or Representatives

Loss resulting from "theft" or any other dishonest or criminal act committed by any of the "Insured's" "employees", managers, directors, trustees or representatives whether acting alone or in collusion with other persons or while performing services for the "Insured" or otherwise except when covered under INSURING AGREEMENT 1. - EMPLOYEE THEFT or INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES.

### D. Employee Cancelled Under Prior Insurance

Loss caused by any "employee" of the "Insured" or by any "employee" of a predecessor in interest of the "Insured", for whom similar prior insurance has been cancelled and not reinstated since the last cancellation.

### E. Exchanges or Purchases

Loss resulting from the giving or surrendering of "money", "securities" or "other property" in any exchange or purchase.

### F. Fire

Loss from damage to the "premises" resulting from fire, however caused, except for loss of or damage to "money" or "securities" and loss from damage to a safe or vault under INSURING AGREEMENT 4. - INSIDE THE PREMISES MONEY, SECURITIES AND OTHER PROPERTY.

### G. Identity Recovery Insured Fraud, Dishonest or Criminal Acts

Loss resulting from any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "Insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

### H. Governmental Action

Loss resulting from seizure or destruction of "money", "securities" or "other property" by order of governmental authority.

### I. Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this Policy including but not limited to loss resulting from:

1. the "Insured's" inability to realize income that the "Insured" would have realized had there been no loss of or damage to "money", "securities" or "other property".
2. payment or damages of any type for which the "Insured" is legally liable. But the Insurer will pay compensatory damages arising directly from a loss covered under this Policy.
3. payment of costs, fees or other expenses the "Insured" incurs in establishing either the existence of or the amount of loss under this Policy, unless covered under INSURING AGREEMENT 9. - INVESTIGATIVE EXPENSES.

**J. Intellectual Property, Confidential Information And Electronic Data**

Loss resulting directly or indirectly from any "theft", disappearance, damage, destruction or disclosure of any intangible property including:

1. trade secrets, proprietary information, confidential information or any copyrights, patents, trademarks, proprietary manufacturing or processing procedures; or
2. secret or confidential information, including but not limited to credit card numbers, bank account numbers or any similar information, unless covered under INSURING AGREEMENT 11. IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage; or
3. "Data" unless covered under INSURING AGREEMENT 10. - COMPUTER SYSTEMS RESTORATION EXPENSES.

**K. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

1. any computation or comparison which involves in any manner a profit and loss computation; or
2. an inventory computation. However, where the "Insured" establishes wholly apart from such inventory computations that the "Insured" has sustained a loss covered under this Policy, then the "Insured" may offer the "Insured's" inventory records and actual physical count of inventory in support of the amount of loss claimed.

**L. Legal Expenses**

Expenses related to any legal action; provided however that this shall not apply to expenses covered under INSURING AGREEMENT 6. - DEPOSITORS FORGERY OR ALTERATION or INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT that meet the conditions set forth in VII. GENERAL CONDITIONS, Q. LEGAL EXPENSES.

**M. Money Operated Devices**

Loss of "money" and "other property" contained in any money operated device unless the amount of any "money" deposited in it is recorded by a continuous recording instrument in the device.

**N. Motor Vehicles or Equipment And Accessories**

Loss of or damage to motor vehicles, trailers, or semi-trailers or equipment or accessories attached to them. This exclusion shall apply only to INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property*.

**O. Noncompliance With Credit, Debit Or Charge Card Issuer's Requirements**

Loss resulting from any credit, debit or charge card if the "Insured" has not complied fully with the provisions, conditions or other terms under which the card was issued.

**P. Nuclear**

Loss resulting from nuclear reaction, nuclear radiation, or radioactive contamination, or any related act or incident.

**Q. Professional or Business Identity Theft.**

Loss resulting from "theft" of any professional or business identity.

**R. Risks Inherent in Insurance Operations**

Loss resulting directly or indirectly from contractual or extra contractual liability sustained by the "Insured" in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.

**S. Subcontractor and Other Representatives**

Loss resulting directly or indirectly by any agent, broker, factor, commission merchant, consignee, contractor, independent contractor, subcontractor or other similar representative. This exclusion shall only apply to INSURING AGREEMENT 1. -EMPLOYEE THEFT AND INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES.

**T. Trading Losses**

Loss resulting directly or indirectly from any authorized or unauthorized trading of "money", "securities" or "other property", whether in the "Insured's" name or in a genuine or fictitious account.

**U. Transfer or Surrender of Money, Securities or Other Property**

Loss of or damage to "money", "securities" or "other property" after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

1. on the basis of unauthorized instructions; or
2. as a result of a threat to do bodily harm to any person; or
3. as a result of a threat to do damage to any "money", "securities" or "other property".

But this Exclusion does not apply under INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property* to loss of "money", "securities" and "other property" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if the "Insured":

1. had no knowledge of any threat at the time that the conveyance began; or
2. had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

**V. Vandalism**

Loss from damages to the "premises" or to the exterior of any safe, vault, cash box, cash drawer or, cash register by vandalism or mischief.

**W. Voluntary Parting of Title To or Possession of Money, Securities or Other Property**

Loss resulting from the "Insured", or anyone acting on the "Insured's" express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any "money", "securities" or "other property". This exclusion shall only apply to INSURING AGREEMENT 4. - INSIDE THE PREMISES - *Money, Securities and Other Property* and INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property*.

#### **X. War and Similar Actions**

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion, or revolution, or any related act or incident.

### **VII. GENERAL CONDITIONS**

#### **A. ARMORED MOTOR VEHICLE COMPANIES**

Under INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property*, the Insurer will pay only for the amount of loss the "Insured" cannot recover:

1. under the "Insured's" contract with the armored motor vehicle company; and
2. from any insurance or indemnity carried by or for the benefit of customers of the armored motor vehicle company, or from the armored motor vehicle company.

#### **B. CANCELLATION OF POLICY**

1. The first "Named Insured" shown in the Declarations may cancel this Policy by mailing or delivering to the Insurer advance written notice of cancellation.
2. The Insurer may cancel this Policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if the Insurer cancels for non-payment of premium; or
  - b. 60 days before the effective date of cancellation if the Insurer cancels for any other reason.
3. The Insurer will mail or deliver its notice to the first "Named Insured's" last mailing address known to the Insurer.
4. Notice of cancellation will state the effective date of cancellation. The "Policy Period" will end on that date.
5. If this Policy is cancelled, the Insurer will send the first "Named Insured" any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first "Named Insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **C. CANCELLATION AS TO ANY EMPLOYEE**

INSURING AGREEMENT 1. - EMPLOYEE THEFT and INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES are cancelled as to any "employee":

1. immediately upon discovery by a member of the Risk Management Department or any officer, manager, or supervisor of the "Insured" not in collusion with the "employee" of "theft" or any other fraudulent or dishonest act in excess of \$25,000 committed by the "employee" whether before or after becoming employed by the "Insured"; or
2. on the date specified in a notice mailed to the "Insured". The date will be at least 30 days after the date of the mailing. The mailing of notice to the "Insured" at the last mailing address known to the Insurer will be sufficient proof of notice. Delivery of notice is the same as mailing.

#### **D. CHANGES**

This Policy contains all of the agreements between the "Insured" and the Insurer concerning the insurance afforded. The first "Named Insured" shown in the Declarations is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this Policy.

#### **E. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Policy is void in any case of fraud by the "Insured" as it relates to this Policy at any time. It is also void if the "Insured", at any time intentionally conceals or misrepresents a material fact, whether in the application or otherwise, concerning:

1. this Policy;
2. the "money", "securities" or "other property" covered under this Policy;
3. the "Insured's" interest in the "money", "securities" or "other property" covered under this Policy; or
4. a claim under this Policy.

#### **F. CHANGE IN CONTROL**

##### **1. Mergers and Acquisitions**

If, during the "Policy Period", any "Insured":

- a. merges with another entity such that the "Insured" is the surviving entity; or
- b. acquires a "Subsidiary",

then coverage shall be provided for such newly merged or acquired entity and its "Subsidiary(ies)" after the effective date of such merger or acquisition.

If the revenues of any newly merged or acquired entity or new "Subsidiary" exceed 15% of the total revenues of the "Named Insured" as reflected in its most recent consolidated audited financial statements prior to such merger or acquisition, the "Insureds" shall give the Insurer full details of the transaction in writing as soon as practicable, but in no event later than ninety (90) days after the date of such merger or acquisition and the Insurer shall be entitled to impose such additional terms, conditions, and premium as the Insurer, in its absolute discretion, chooses. There shall be no coverage for any newly merged or acquired entity or any of its subsidiaries unless the "Insureds" comply with the terms of this provision.

##### **2. Takeover Of Named Insured**

If the "Named Insured" merges into or consolidates with another entity such that the "Named Insured" is not the surviving entity; or

- a. all, or substantially all of the assets of the "Named Insured" are acquired by another person or entity, group of persons or entities, or persons and entities acting in concert such that the "Named Insured" is not the surviving entity; or
- b. more than 50% of the securities representing the right to vote for the "Named Insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall immediately terminate as of the date of such transaction and any loss occurring upon or after such date shall not be covered hereunder.

## G. DISCOVERY

1. The Insurer will pay for loss which the "Insured" sustains through acts or events committed or occurring at any time and which are discovered by the "Insured" during the "Policy Period" or during the period provided in **VII. GENERAL CONDITIONS, L. EXTENDED PERIOD TO DISCOVER LOSS.**
2. Discovery of loss occurs when a member of the Risk Management Department or any officer, manager, or supervisor of the "Insured" first becomes aware of facts which would cause a reasonable person to assume that a loss covered by this Policy has been, or may be incurred even though the exact amount or the details of the loss may not then be known.
3. Discovery also occurs when the "Insured" receives notice of an actual or potential claim against the "Insured" alleging facts, which if true, would constitute a covered loss under this Policy.
4. No coverage will be available under this Policy for any loss which the "Insured" is aware of prior to the inception date of this Policy.
5. Regardless of the number of claims, the applicable limit of insurance set forth on the Declarations for INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT is the most the Insurer will pay per "occurrence" for the total of all loss or expense arising out of all "identity thefts" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

## H. DISCOVERY SUPERSEDING LOSS SUSTAINED COVERAGE LIABILITY FOR PRIOR LOSSES

1. If this Policy has replaced similar prior insurance written by a company other than the Insurer, and such other insurance provided a period of time to discover loss occurring prior to the termination or cancellation of that coverage, and a loss is discovered within the period provided by prior insurance to discover losses, the Insurer will not pay for such loss unless the amount exceeds the Limit of Insurance under said prior Policy. The Insurer will then only pay the "Insured" for any excess loss subject to the Insuring Agreements, Exclusions and General Conditions of this Policy.
2. Any payment that the Insurer makes to the "Insured" under this insurance shall not exceed the difference between the amount of insurance under the "Insured's" prior Policy and the Limit of Insurance shown in the Declarations and the Insurer will not apply its Deductible Amount to any excess loss payment.

## I. DUTIES IN THE EVENT OF LOSS

After a member of the Risk Management Department or an officer, manager or supervisor of the "Insured" discovers a loss or a situation which may result in a loss of or damage to "money", "securities" or "other property", the "Insured" must:

1. notify the Insurer as soon as possible but no later than 90 days after discovery of loss.
2. submit to examination under oath at the Insurer's request and give the Insurer a signed statement.
3. give the Insurer a detailed, sworn proof of loss within 120 days.
4. cooperate with the Insurer in the investigation and settlement of any claim.
5. with respect to INSURING AGREEMENT 4. - INSIDE THE PREMISES - *Money, Securities and Other Property* and INSURING AGREEMENT 5. - OUTSIDE THE PREMISES - *Money, Securities and Other Property* notify the police if the "Insured" has reason to believe that the "Insured's" loss involves a violation of law.

6. with respect to INSURING AGREEMENT 11. - IDENTITY RECOVERY EXPENSES REIMBURSEMENT coverage, the "identity recovery insured" must send to the Insurer, within 60 days after its request, receipts, bills or other records that support the "Insured's" claim for "identity recovery expenses."

#### **J. EMPLOYEE BENEFIT PLANS**

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

1. The Insurer will pay for loss of or damage to "money", "securities" or "other property" of any "Employee Benefit Plan(s)" sponsored exclusively by the "Insured" resulting directly from "theft" by an "employee".

In no event shall coverage for any "Employee Benefit Plan(s)" be more than the Limit of Insurance shown on the Declarations under ITEM 4., INSURING AGREEMENT 1. - EMPLOYEE THEFT. Such limit shall be a part of and not in addition to the Limit of Insurance for INSURING AGREEMENT 1. - EMPLOYEE THEFT stated on the Declarations.

2. If any one or more "Employee Benefit Plans" are insured jointly with any other entity under this Policy, the "Insured" or the plan administrator must select a Limit of Insurance for INSURING AGREEMENT 1. - EMPLOYEE THEFT that is sufficient to provide a Limit of Insurance for each "Employee Benefit Plans" which is at least equal to that required if each Plan were separately insured.
3. Any payments the Insurer makes to the "Named Insured" for loss sustained by any "Employee Benefit Plan" will be held by that "Named Insured" for the use and benefit of the "Employee Benefit Plan" sustaining the loss.
4. If two or more "Employee Benefit Plans" are insured under this Policy, any payment which the Insurer makes for loss sustained by two or more "Employee Benefit Plans", or of commingled funds or "other property" of two or more "Employee Benefit Plans", which arises out of one "occurrence", is to be shared by each "Employee Benefit Plan" sustaining loss in the proportion that the Limit of Insurance required for each "Employee Benefit Plan bears to the total of those limits.
5. The Deductible provision which applies to INSURING AGREEMENT 1. - EMPLOYEE THEFT shall not apply to loss which is sustained by any "Employee Benefit Plan(s)" subject to ERISA and which plan is covered under this insurance.

#### **K. EXAMINATION OF The Insured'S BOOKS AND RECORDS**

1. The Insurer may examine and audit the "Insured's" books and records as they relate to this Policy at any time during the "Policy Period" and up to three years afterward.
2. The Insurer may also examine and audit the books and records of any organization which the "Insured" newly acquired and that is deemed to be an "Insured" under this Policy.

#### **L. EXTENDED PERIOD TO DISCOVER LOSS**

The Insurer will pay for loss which the "Insured" sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by the "Insured":

1. no later than 60 days from the date of the termination, cancellation or non-renewal; and
2. as respects any "Employee Benefit Plan(s)", no later than 1 year from the date of that termination, cancellation or non-renewal.

However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by the "Insured" to replace, in whole or in part, the insurance afforded by this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.



#### M. FACSIMILE SIGNATURES

The Insurer will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

#### N. INSPECTION AND SURVEYS

1. The Insurer has the right but is not obligated to:
  - a. make inspections and surveys at any time;
  - b. give the "Insured" reports on the conditions the Insurer finds; and
  - c. recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or the safety of workers or the public. And, the Insurer does not warrant that conditions:
  - a. are safe or healthful; or
  - b. comply with laws, regulations, codes or standards.
3. This condition applies not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### O. JOINT INSURED

1. If more than one "Named Insured" is named in the Declarations, the first "Named Insured" will act for itself and for every other "Insured" for all purposes of this Policy. If the first "Named Insured" ceases to be covered, then the next "Insured" will become the first "Named Insured".
2. If any "Insured", "LLC Manager" or "LLC Member" or officer of an "Insured" has knowledge of any information relevant to this Policy, that knowledge is considered to be knowledge of every "Insured".
3. An "employee" of any "Insured" is considered to be an "employee" of every "Insured".
4. If this Policy or any of its Insuring Agreements is cancelled, terminated or non-renewed as to any "Insured", loss sustained by that "Insured" is covered only if discovered by the "Insured" during the period of time provided in **VII. GENERAL CONDITIONS, L. EXTENDED PERIOD TO DISCOVER LOSS**. This extended period to discover loss also terminates in accordance with paragraph 2 of that condition.
5. The Insurer will not pay a greater amount for loss sustained by more than one "Insured" than the Insurer would pay if all of the loss had been sustained by one "Insured".

#### P. LEGAL ACTION AGAINST US

The "Insured" may not bring any legal action against the Insurer involving loss:

1. unless the "Insured" has complied with all the terms of this Policy; and
2. until 90 days after the "Insured" has filed proof of loss with the Insurer; and
3. unless such action is brought within 2 years from the date that the "Insured" discovers such loss.

#### Q. LEGAL EXPENSES

The "Insured" shall immediately notify the Insurer of any claim or suit generating such expenses and shall not settle such claim or suit, or incur any related costs or expenses, without the Insurer's prior written authorization, nor shall

the "Insured" admit liability in any such claim or suit. The Insurer shall have no duty to defend any such claim or suit, but shall have the right to investigate, negotiate or settle any such claim or suit or to take over the conduct of the defense thereof. Moreover, if, in the Insurer's discretion, the Insurer advances payments for such suit, the Insurer may require a written undertaking, on its terms and conditions, guaranteeing the repayment of any expenses it pays that are determined to be not covered hereunder.

#### **R. LOSS COVERED UNDER MORE THAN ONE INSURING AGREEMENT OF THIS POLICY**

If two or more Insuring Agreements of this Policy apply to the same loss, the Insurer will pay the lesser of:

1. the actual amount of loss; or
2. the sum of the Limits of Insurance applicable to those Insuring Agreements.

#### **S. NON ACCUMULATION OF LIMIT OF INSURANCE**

Regardless of the number of years this Policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or "Policy Period" to "Policy Period".

#### **T. OTHER INSURANCE**

1. This Policy does not apply to loss recoverable or recovered under other insurance or indemnity. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Policy will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity.
2. However, this Policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

#### **U. OWNERSHIP OF PROPERTY; INTERESTS COVERED**

1. Solely for purposes of INSURING AGREEMENT 1. - EMPLOYEE THEFT and INSURING AGREEMENTS 3. through 8., the property covered under this Policy is limited to "money", "securities" or "other property":
  - a. that the "Insured" owns or leases; or
  - b. that is owned by the "Insured's" "client" and which the "Insured" holds on its "premises"; or
  - c. which is in the custody of one acting as the "Insured's" "messenger" and while such "money", "securities" or "other property" is in transit; or
  - d. for which the "Insured" is legally liable, except for loss covered under INSURING AGREEMENT 2. EMPLOYEE THEFT - CLIENT PREMISES

Provided that the Insurer's liability will not apply to damage to the "premises" unless the "Named Insured" is the owner of such "premises" or is legally liable for such damage.

Notwithstanding the above, this Policy is for the "Insured's" benefit alone and no other person or organization has any rights or benefits. Any claim for a loss of "client" "money", "securities" or "other property" occurring on the "Insured's" "premises" or while in transit in the custody of a "messenger" may only be made by the "Insured" in the "Insured's" proof of loss.

2. Solely for purposes of INSURING AGREEMENT 2. - EMPLOYEE THEFT - CLIENT PREMISES, the property covered under this Policy is limited to "money", "securities" and "other property":
  - a. that the "Insured's" "client" owns or leases; or

- b. that is owned or leased by a customer of the "Insured's" "client" or
- c. for which the "Insured's" "client" is legally liable;

but only for "theft" that occurs and causes loss during the time the "Insured's" identified "employee" is engaged pursuant to a written agreement to perform services on the "client's premises".

Notwithstanding the above, this Policy is for the "Insured's" benefit alone and no other person or organization has any rights or benefits, including the "client". Any claim for loss of "money", "securities" or "other property" sustained by the "client" or customer of such "client" and caused by "theft" by an "employee" shall be made by the "Insured" in the "Insured's" proof of loss.

#### **V. PREMIUMS**

The first "Named Insured" is responsible for the payment of all premiums and will be the payee for all return premiums the Insurer pays.

#### **W. RECORDS**

The "Insured" must keep records of all "money", "securities" and "other property" covered under this Policy so the Insurer can verify the existence, cause and amount of any loss.

#### **X. RECOVERIES**

1. Any recoveries made before the resolution of all or any part of a claim under this Policy shall be distributed/applied in the following order of priority:
  - a. to the party (either the "Insured" or the Insurer) to reimburse it for the reasonable and necessary costs of obtaining the recovery; and then
  - b. to the "Insured" to reduce the amount of covered loss.
2. Any recoveries made after the resolution of all or any part of a claim under this Policy shall be distributed/applied in the following order of priority:
  - a. to reimburse the party (either the "Insured" or the Insurer) for the reasonable and necessary costs of obtaining the recovery; and then
  - b. to the "Insured", until reimbursed for any excess covered loss sustained that exceeds the Limit of Insurance and the Deductible Amount, if any; and then
  - c. to the Insurer, until reimbursed for the amount paid; and then
  - d. to the "Insured", until reimbursed for that part of the loss equal to the Deductible Amount, if any; and then
  - e. to the "Insured" for any loss not covered.
3. Recoveries do not include any recovery:
  - a. from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit; or
  - b. of original securities after duplicates of them have been issued.

#### **Y. SPECIAL LIMIT OF INSURANCE FOR SPECIFIED PROPERTY (Insuring Agreement 4.)**

The Insurer will pay no more than \$25,000. for any one "occurrence" of loss of or damage to:

1. precious metals, precious or semi-precious stones, pearls, furs or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
2. manuscripts, drawings or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

#### **Z. TERRITORY**

this Policy covers acts committed or events occurring anywhere in the world pursuant to **VII. GENERAL CONDITIONS, F. CHANGE IN CONTROL.**

#### **AA. TRANSFER OF THE INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY**

1. The "Insured's" rights and duties under this Policy may not be transferred without the Insurer's written consent except in the case of death of an individual "Insured".
2. If the "Insured" dies, the "Insured's" rights and duties will be transferred to the "Insured's" legal representative but only while acting within the scope of duties as the "Insured's" legal representative. Until the "Insured's" legal representative is appointed, anyone having proper temporary custody of the "Insured's" "money", "securities" and "other property" will have the "Insured's" rights and duties but only with respect to that "money", "securities" and "other property".

#### **BB. TRANSFER OF THE INSURED'S RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The "Insured" must transfer to the Insurer all the "Insured's" rights of recovery against any person or organization for any loss the "Insured" sustained and for which the Insurer has paid or settled. The "Insured" must also do everything necessary to secure those rights and do nothing after loss to impair them.

#### **CC. VALUATION**

1. Subject to the applicable Limit of Insurance, The Insurer will pay for:
  - a. loss of "money" but only up to and including its face value. The Insurer may, at its option, pay for a loss of "money" issued by any country other than the United States of America in either the face value in the "money" issued in that country, or, in the United States of America dollar equivalent determined by the rate of exchange as stated in The Wall Street Journal on the day that the loss occurred.
  - b. loss of "securities" but only up to and including their value as stated in The Wall Street Journal at the close of business on the day that the loss was discovered. But, the Insurer may, at its option, 1) pay the value of such "securities", 2) replace them in kind in which event the "Insured" must assign to the Insurer all the "Insured's" rights, title and interest in and to those "securities" or 3) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, the Insurer will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of:
    - i. the value of the "securities" as stated in The Wall Street Journal at the close of the business on the day the loss was discovered; or
    - ii. the Limit of Insurance.
  - c. loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the "other property" without deduction for depreciation, subject to 2. below. However, the Insurer will not pay for more than the lesser of :
    - i. the Limit of Insurance applicable to the lost or damaged "other property"; or
    - ii. the cost to replace the lost or damaged "other property" with "other property" of comparable material and quality and used for the same purpose; or

- iii. the amount that the "Insured" actually spends that is necessary to repair or replace the lost or damaged "other property".
2. The Insurer will not pay on a replacement cost basis for any loss or damage:
- a. until the lost or damaged "other property" is actually repaired or replaced; and
  - b. unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged "other property" is not repaired or replaced, the Insurer will pay based on actual cash value.

3. The Insurer may, at its option, pay for loss of or damage to "other property" other than "money" in the "money" of the country in which the loss occurred; or in the United States of America dollar equivalent of the "money" of the country where the loss occurred determined by the rate of exchange on the day the loss was discovered. Any "other property" that the Insurer pays for or replaces becomes "other property" of the Insurer.



IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

**HARTFORD FIRE INSURANCE COMPANY**  
HOME OFFICE – HARTFORD, CONNECTICUT  
ADMINISTRATIVE OFFICES - HARTFORD, CONNECTICUT  
(A STOCK INSURANCE COMPANY MEMBER OF THE HARTFORD)

Lisa Levin, Secretary

Douglas Elliot, President

This endorsement, effective 12:01 am, 2/19/16  
of policy number 61 FA 0228583-16

forms part

issued to: HUNT COUNTY OFFICE OF TAX COLLECTOR ASSESSOR

by: HARTFORD FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIFIC ENTITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED POLICY**

This endorsement applies to all Insuring Agreements forming part of this Policy.

The Policy is amended as follows:

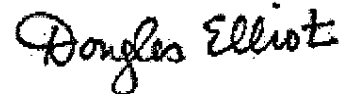
Section VI. **EXCLUSIONS** (*Applying To All Insuring Agreements Unless Otherwise Specified*) of this Policy is amended to include the following exclusion:

**Specific Entity Exclusion**

Loss resulting from "theft" or any other dishonest or criminal act involving the following specific entity(ies);

**ALL OTHER DEPARTMENTS AND AGENCIES WITHIN HUNT COUNTY**

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 2/19/16  
of policy number 61 FA 0228583-16

forms part

issued to: HUNT COUNTY OFFICE OF TAX COLLECTOR ASSESSOR

by: HARTFORD FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT FOR GOVERNMENTAL ENTITIES**

This endorsement modifies insurance provided under the following:

**THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED POLICY**

**A. The following exclusions are added to Section VI. EXCLUSIONS:**

**Bonded Employee**

Loss caused by any "employee" required by law to be individually bonded.

**Damages**

Damages for which the "Insured" is legally liable as a result of:

1. the deprivation or violation of the civil rights of any person by an "employee"; or
2. the tortious conduct of an "employee" except conversion of property of other parties held by the "Insured" in any capacity.

**Treasurer or Tax Collector**

Loss caused by a treasurer or tax collector by whatever name known.

**B. The following general conditions are added to Section VII. GENERAL CONDITIONS:**

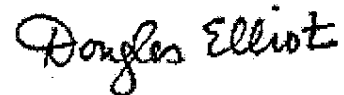
**INDEMNIFICATION**

The Insurer will indemnify any of the "Insured's" officials who are required by law to give bonds for the faithful performance of their service against loss through "theft" by an "employee" who serves under them, subject to the Limit of Insurance.

**SOLE BENEFIT**

This insurance is for the "Insured's" sole benefit. No legal proceeding of any kind to recover on account of loss under this Policy may be brought by anyone but the "Insured".

All other terms and conditions remain unchanged.



Douglas Elliot, President



This endorsement, effective 12:01 am, 2/19/16  
of policy number 61 FA 0228583-16

forms part

issued to: HUNT COUNTY OFFICE OF TAX COLLECTOR ASSESSOR

by: HARTFORD FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT FOR GOVERNMENTAL ENTITIES INCLUDES COVERAGE FOR BONDED EMPLOYEES, TREASURERS AND TAX COLLECTORS EXCESS OF ANY SURETY BOND**

This endorsement modifies insurance provided under the following:

**THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED POLICY**

**A. The following exclusions are added to Section VI. EXCLUSIONS:**

**Bonded Employee**

Loss caused by any "employee" required by law to be individually bonded. However, the Insurer will pay for loss caused by any "employee" required by law to be individually bonded which is in excess of the amount covered by any bond of suretyship that such bonded "employee" is required by law to obtain. The most the Insurer will pay for such loss under this Policy is the Limit of Insurance applicable to INSURING AGREEMENT 1. - EMPLOYMENT THEFT subject to the Deductible Amount as set forth in the Declarations.

**Treasurer or Tax Collector**

Loss caused by a treasurer or tax collector by whatever name known. However, the Insurer will pay for loss caused by any "employee" holding the position of Treasurer or Tax Collector which is in excess of the amount covered by any bond of suretyship that such Treasurer or Tax Collector is required by law to obtain. The most the Insurer will pay for such loss under this Policy is the Limit of Insurance applicable to INSURING AGREEMENT 1. - EMPLOYMENT THEFT subject to the Deductible Amount as set forth in the Declarations.

**Damages - Specified**

Damages for which the "Insured" is legally liable as a result of:

1. the deprivation or violation of the civil rights of any person by an "employee"; or
2. the tortious conduct of an "employee" except conversion of property of other parties held by the "Insured" in any capacity.

**B. The following general conditions are added to Section VII. GENERAL CONDITIONS:**

**INDEMNIFICATION**

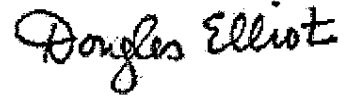
The Insurer will indemnify any of the "Insured's" officials who are required by law to give bonds for the faithful performance of their service against loss through "theft" by an "employee" who serves under them, subject to the Limit of Insurance.

**SOLE BENEFIT**

ENDORSEMENT NO: 3

This insurance is for the "Insured's" sole benefit. No legal proceeding of any kind to recover on account of loss under this Policy may be brought by anyone but the "Insured".

All other terms and conditions remain unchanged.

A handwritten signature in black ink that reads "Douglas Elliot". The signature is written in a cursive style with a large, looped 'D' and 'E'.

Douglas Elliot, President

This endorsement, effective 12:01 am, 2/19/16  
of policy number 61 FA 0228583-16

forms part

issued to: HUNT COUNTY OFFICE OF TAX COLLECTOR ASSESSOR

by: HARTFORD FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DECEPTION FRAUD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**THE HARTFORD CRIMESHIELD® ADVANCED POLICY**

I. Section II. **INSURING AGREEMENTS**, is amended by the addition of the following:

**DECEPTION FRAUD**

The Insurer will pay for loss of "money" or "securities" resulting from "deception fraud," subject to the Limit of Insurance and Deductible stated in the SCHEDULE below.

**Deception Fraud SCHEDULE**

<b>Limit of Insurance</b>	<b>\$15,000</b>	<b>Retention</b>	<b>\$5,000</b>
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The above Limit of Insurance and Deductible apply per "occurrence."

II. Section V. **DEFINITIONS**, is amended by the addition of the following:

- *"Deception Fraud"* means the intentional misleading of a person to induce the "Insured" to part with "money" or "securities" by someone pretending to be an "employee," owner of the "Insured" or one of the following business relations:
  1. A "vendor;"
  2. A "customer;"
  3. A "custodian;" or
  4. A "messenger."
- *"Customer"* means a natural person or entity for whom the "Insured" provides goods or services.
- *"Vendor"* means a business entity that sells goods or services to the "Insured."

III. Section VI. **EXCLUSIONS**, is amended in the following manner:

1. Exclusion C. is deleted and replaced with the following:

Loss resulting from "theft," "deception fraud" or any other dishonest or criminal act committed by any of the "Insured's" "employees", managers, directors, trustees or representatives whether acting alone or in collusion with other persons or while performing services for the "Insured" or otherwise except when covered under INSURING AGREEMENT 1. – EMPLOYEE THEFT or INSURING AGREEMENT 2. – EMPLOYEE THEFT – CLIENT PREMISES.

2. Exclusion E. is amended to include the following:

This exclusion shall not apply to the Deception Fraud Insuring Agreement.

3. The following exclusions are added:

- Loss or damage resulting directly or indirectly from "deception fraud." This exclusion shall not apply to the Deception Fraud Insuring Agreement.
- Loss or damage:
  1. resulting from "theft" by an "employee;"
  2. resulting from "forgery" or alteration of:
    - a. checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money;" or
    - b. written instruments required in conjunction with any credit, debit or charge card;
  3. directly related to the use of any computer to fraudulently cause a transfer of "money" or "securities" from inside the "premises" or "banking premises;"
  4. resulting from "funds transfer fraud,"
  5. resulting from the "Insureds" having accepted in good faith and in the regular course of business, in exchange for merchandise, "money" or services:
    - a. money orders issued by any post office, express company or bank in any country that are not paid upon presentation; or
    - b. "counterfeit" paper currency of any country;
  6. resulting from any investments in "securities" or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
  7. resulting from the failure, malfunction, inadequacy or illegitimacy of any product or service, including in the advertisement or labelling thereof;
  8. resulting from the failure of any party to perform, in whole or in part, under a contract;
  9. resulting from gambling, game of chance, lottery or similar game; and
  10. resulting from any party's use or acceptance of any credit card, debit or similar instrument, whether or not genuine.

This exclusion shall only apply to the Deception Fraud Insuring Agreement.

- Loss of or damage to "other property." This exclusion shall only apply to the Deception Fraud Insuring Agreement.
- Loss of "money" or "securities":
  1. outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company; or
  2. inside the "premises" or "banking premises" resulting directly from disappearance or destruction.

This exclusion shall only apply to the Deception Fraud Insuring Agreement.

All other terms and conditions remain unchanged.

ENDORSEMENT NO: 4

*Douglas Elliot*

Douglas Elliot, President

This endorsement, effective 12:01 am, 2/19/16  
of policy number 61 FA 0228583-16

forms part

issued to: HUNT COUNTY OFFICE OF TAX COLLECTOR ASSESSOR

by: HARTFORD FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INCLUDE COVERAGE FOR VIRTUAL CURRENCY - SUBLIMITED**

This endorsement modifies insurance provided under the following:

**THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED POLICY**

I. **Section III. LIMIT OF INSURANCE, A.** is amended by the addition of the following:

Any coverage for loss of "virtual currency" under this Policy is subject to a sublimit of \$15,000 per "occurrence," which sublimit is part of and not in addition to any other Limit of Insurance applicable under this Policy.

II. **Section IV. DEDUCTIBLE,** is amended by the addition of the following:

The foregoing notwithstanding, any coverage for loss of "virtual currency" under this Policy is subject to a Deductible Amount of \$5,000 per "occurrence."

III. **Section V. DEFINITIONS, Y. "Money"** is amended by the addition of the following:

"Money" shall also include "virtual currency".

IV. **Section V. DEFINITIONS,** is amended by the addition of the following:

"Virtual currency" means a virtual or digital representation of value that is not issued by a central bank or a public authority, but may be accepted as a means of payment and can be transferred, stored or traded electronically, whether or not it is recognized as, or exchangeable for, legal tender.

V. **Section VII. GENERAL CONDITIONS, CC. VALUATION,** is amended by the addition of the following:

- The foregoing notwithstanding, in the event of loss of "virtual currency" covered under this Policy, the Insurer may, at its option:
  - (1) tender the value of the "virtual currency" in actual currency of the country in which the loss was sustained, or in the United States of America dollar equivalent, by taking the weighted average of the values of "virtual currency" in such actual currency as posted on the three largest relevant "virtual currency" exchanges, based on the volume of "virtual currency" exchanged, as of 12:00 PM EST on the day the loss is discovered; or
  - (2) replace the quantity of "virtual currency" of such loss.

All other terms and conditions remain unchanged.

ENDORSEMENT NO: 5

*Douglas Elliot*

Douglas Elliot, President

This endorsement, effective 12:01 am, 2/19/16  
of policy number 61 FA 0228583-16

forms part

issued to: HUNT COUNTY OFFICE OF TAX COLLECTOR ASSESSOR

by: HARTFORD FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED POLICY**

I. Section VII. **GENERAL CONDITIONS**, is amended by the following:

A. The following applies if Third Party Employee Theft coverage is elected:

Section VII. **GENERAL CONDITIONS**, paragraph I. **DUTIES IN THE EVENT OF LOSS**, is amended by addition of the following:

In the event of a claim made against the "Insured" by a third party, the Insurer will notify the first "Named Insured" in writing:

- 1. not later than the 10th day after the date an initial offer to settle a claim against a "Named Insured" under this coverage is made.
- 2. not later than the 30th day after the date a claim against a "Named Insured" under this coverage is settled.

B. Section VII. **GENERAL CONDITIONS**, paragraph P. **LEGAL ACTION AGAINST US**, is deleted and replaced by the following:

**P. LEGAL ACTION AGAINST US**

The "Insured" may not bring any legal action against the Insurer involving loss:

- 1. unless the "Insured" has complied with all the terms of this Policy; and
- 2. the action is brought within 2 years and 1 day from the date the cause of action first accrues on the date of the initial breach of the Insurer's contractual duties alleged in the action.

C. Section VII. **GENERAL CONDITIONS**, is amended by adding the following:

**DD.LOSS PAYMENT**

**1. CLAIMS HANDLING**

- a. Within 15 days after the Insurer receives written notice of claim, the Insurer will:
  - i. acknowledge receipt of the claim. If the Insurer does not acknowledge receipt of the claim in writing, the Insurer will keep a record of the date, method and content of the acknowledgment;



- ii. begin any investigation of the claim; and
  - iii. request a signed, sworn proof of loss, specify the information the "Insured" must provide and supply the "Insured" with the necessary forms. The Insurer may request more information at a later date, if during the investigation of the claim such additional information is necessary.
- b. The Insurer will notify the "Insured" in writing as to whether:
- i. the claim or part of the claim will be paid;
  - ii. the claim or part of the claim has been denied, and inform the "Insured" of the reasons for denial;
  - iii. more information is necessary; or
  - iv. the Insurer needs additional time to reach a decision. If the Insurer needs additional time, the Insurer will inform the "Insured" of the reasons for such need.
- c. The Insurer will provide notification, as described in b.i. through b.iv. above, within:
- i. 15 business days after the Insurer receives the signed, sworn proof of loss and all information the Insurer requested; or
  - ii. 30 days after the Insurer receives the signed, sworn proof of loss and all information the Insurer requested, if the Insurer has reason to believe the loss resulted from arson.

If the Insurer has notified the "Insured" that the Insurer needs additional time to reach a decision, the Insurer must then either approve or deny the claim within 45 days of such notice.

- a. The Insurer will pay for covered loss or damage within 5 business days after:
- i. the Insurer has notified the "Insured" that payment of the claim or part of the claim will be made and has reached agreement with the "Insured" on the amount of loss; or
  - ii. an appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on the "Insured's" compliance with any of the terms of this Policy, the Insurer will make payment within 5 business days after the date the "Insured" has complied with such terms.

- e. If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in b. and c. above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which is:

- i. declared a disaster under the Texas Disaster Act of 1975; or
- ii. determined to be a catastrophe by the State Board of Insurance.

The term "business day", as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

All other terms and conditions remain unchanged.

*Douglas Elliott*

**ENDORSEMENT NO: 6**

Douglas Elliot, President

This endorsement, effective 12:01 am, 2/19/16  
of policy number 61 FA 0228583-16

forms part

issued to: HUNT COUNTY OFFICE OF TAX COLLECTOR ASSESSOR

by: HARTFORD FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS CANCELLATION AND NONRENEWAL ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED POLICY**

I. Section VII. **GENERAL CONDITIONS** is amended by the following:

A. Section VII. **GENERAL CONDITIONS**, paragraph B. **CANCELLATION OF POLICY**, is deleted and replaced with the following:

**B. CANCELLATION OF POLICY**

1. The first "Named Insured" shown in the Declarations may cancel this Policy by mailing or delivering to the Insurer advance written notice of cancellation.
2. If this Policy has been in effect for less than 90 days, the Insurer may cancel this Policy for any reason by mailing or delivering to the first "Named Insured" written notice of cancellation at least 60 days before the effective date of cancellation.
  - b. If the Policy has been in effect for 90 days or more, the Insurer may cancel this Policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least 10 days before the effective date of cancellation if the Insurer cancels for any of the following reasons:
    - (1) the "Named Insured" does not pay any portion of the premium when due;
    - (2) the "Insured" submits a fraudulent claim;
    - (3) the department determines that continuation of the policy would result in a violation of this code or any other law governing the business of insurance in this state; or
    - (4) if there is an increase in the hazard covered by the policy that is within the control of the "Insured" and that would produce an increase in the premium rate of the policy.
  - b. Except that under the provisions of the Texas Insurance Code, the Insurer may not cancel this Policy solely because the policyholder is an elected official.
3. The Insurer will mail or deliver the Insurer's notice to the first "Named Insured's" last mailing address known to the Insurer.
4. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date. The Insurer shall, at the request of the "Insured", provide the reason for cancellation.
5. If this Policy is cancelled, the Insurer will send the first "Named Insured" any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first "Named Insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Section VII. GENERAL CONDITIONS, paragraph B. CANCELLATION OF POLICY, is amended by adding the following:

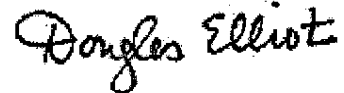
**NONRENEWAL**

1. The Insurer may refuse to renew this Policy by delivering or mailing to the first "Named Insured" a written Notice of Nonrenewal at the address shown on this Policy. The Insurer shall, at the request of the "Insured", provide the reason for nonrenewal.

Unless the Insurer has mailed written notice of nonrenewal to the "Insured" not later than the 30th day before the date on which this Policy expires, the Insurer will renew the policy, at the request of the "Insured", on the expiration of the Policy. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be computed pro rata based on the previous year's rates.

2. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.
3. The Insurer may elect not to renew this Policy except, that under the provisions of the Texas Insurance Code, the Insurer may not refuse to renew this Policy solely because the policyholder is an elected official.

All other terms and conditions remain unchanged.



Douglas Elliot, President

## TEXAS NOTICE

- THE CRIMESHIELD<sup>SM</sup> ADVANCED Policy is a Discovery form.
- The terms of the Policy require that losses be discovered during the policy period or within 60 days of termination or, if modified by endorsement, the number of days set forth by such endorsement, from the date of the termination of the Policy (**VII. GENERAL CONDITIONS, L. EXTENDED PERIOD TO DISCOVER LOSS**). The Extended Period to Discover Loss should be reviewed carefully as well as any endorsement excluding losses sustained prior to a certain date (a "retroactive date")

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

**1-800-392-7805**

You may also write to The Hartford:

**The Hartford  
Hartford Financial Products  
277 Park Avenue, 15<sup>th</sup> Floor  
New York, New York 10172  
1-212-277-0400**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [consumerprotection@tdi.texas.gov](mailto:consumerprotection@tdi.texas.gov)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first.

If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**  
This notice is for your information only and does not become a part or condition of the attached document.

## **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para indormacion o para someter una queja al

**1-800-392-7805**

Usted tambien puede escribir a The Hartford.

**The Hartford  
Hartford Financial Products  
277 Park Avenue, 15<sup>th</sup> Floor  
New York, New York 10172  
1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [consumerprotection@tdi.texas.gov](mailto:consumerprotection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**  
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Jennifer Lindenzweig  
Hunt County Clerk

Order#:20160209000223

I hereby certify that this instrument was FILED on the date and  
the time stamped hereon by me and was duly RECORDED in the  
OPR Records of Hunt County Clerk.

2016-7

2/9/2016 12:19:11 PM

A handwritten signature in cursive script that reads "Jennifer Lindenzweig".

Jennifer Lindenzweig  
Hunt County Clerk

JL

# TEXAS A&M AGRI LIFE EXTENSION

#13,994  
FILED FOR RECORD  
at 12:00 o'clock P M

FEB 09 2016

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

## 2016 PRIORITY ISSUE AREAS AND PLAN OF WORK HUNT COUNTY

### Hunt County Priority Issues (Identified 2015)

- Water Conservation
- Awareness and Eradication of Pests
- Youth life skills
- Career Development/Job Preparedness
- Small and New Landowner Development
- Overall Healthcare
- Building Self Esteem
- Transportation
- Youth Education
- Homeless (financial literacy)

### Agriculture and Natural Resources

- Ag Literacy (Small and New Landowner Series)
- 4-H Agriculture
- General Agriculture (adult)
- EarthKind Environmental Stewardship (horticulture)
- Science of Agriculture (4<sup>th</sup> grade Ag Day)
- 4-H Grows (4-H Management)

### Family & Consumer Sciences

- Weight Management (Walk Across Texas)
- Friend to Friend
- Better Living for Texans (BLT)
- Texas Extension Education Association
- 4-H FCS

### Organizational Management

- Staff Training
- Office Management
- Reporting



# 13,996

FILED FOR RECORD  
at 12:00 o'clock P M

Prospective Child Welfare/Protective Services Board Member Questionnaire

FEB 09 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By [Signature]

Name Celeste Prather

Address: 3920 FM 1568 Campbell, TX 75422

Phone: (home) (903) 450-5579 (work) \_\_\_\_\_

Occupation: Quality Assurance Employer: Texas CASA

What County Commissioner's precinct do you live in? 4 Number of years lived in Hunt County 50

Education: High School

Are you currently a member or have ever been a member of any other social or professional organizations?  
Yes  No \_\_\_\_\_ (if yes, please list)

Lions Club

Casa for Hunt County

Please indicate any specific skills or expertise you bring to the Child Welfare Board:

Fund Raising  Planning/Evaluation  Public Relations  Community Outreach

Financial management  Volunteer Outreach  Public Speaking

Other \_\_\_\_\_

From whom or where did you learn about the Child Welfare Board/Child Protective Services?

From past job experience - CASA

By: *JENNIFER LINDENBERG*  
 JENNIFER LINDENBERG  
 COUNTY CLERK  
 HUNT COUNTY, TX

FEB 09 2016

at 1:52:02 o'clock P M

# 14,000

**HUNT COUNTY  
 BID AWARD  
 FORMAL BID NO.134-16 RECYCLED ASPHALT AND CONCRETE  
 UNDELIVERED / DELIVERED  
 Effective 2/12/16 through 2/11/17**

PRECINCT	VENDOR	RECYCLED ASPHALT PER TON UNDELIVERED	RECYCLED CONCRETE PER TON UNDELIVERED	RECYCLED ASPHALT/ CONCRETE PER TON DELIVERED	Pick - Up Point	INTERLOCAL ALLOWED
All	Big City Crushed Concrete	\$7.00	\$7.50	NO BID	11143 Goodnight Ln Dallas, TX 75229	Yes
All	Congress Materials LLC	\$8.00	\$9.00	NO BID	3637 Castle Dr Garland	No
All	Southwest Crushing	NO BID	NO BID	NO BID	200 N. Lawson Rd Sunnyvale, TX 75182	N/A
All	SPI Asphalt, LLC	NO BID	NO BID	NO BID	Justin, TX	N/A
**Big City Crushed Concrete does not guarantee quantities on Recycled Asphalt						
All prices are FOB Pick-up Points from all vendors.						
The Purchasing Dpartment recommends award of this bid to all bidders in accordance with Local Government Code §262.027 (e)						

# STRATA MATERIALS

RECEIVED  
FEB 08 2015  
BY: *ck*



CONGRESS MATERIALS

2100 N State Hwy 360, Ste 1801, Grand Prairie, Texas 75050 / (214) 412-3586 / www.stratamaterials.com

Date: February 3, 2016

#14,002

RE: Congress Materials Name Change

FILED FOR RECORD  
at 12:00 o'clock P M

Dear Valued Customer,

FEB 09 2016

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

I am pleased to announce that Congress Materials is changing its name to **Strata Materials, LLC**. This change, which takes effect immediately, represents a fresh beginning for our company and our relationship with the many customers, vendors and other business partners with whom we are privileged to do business. Along with new ownership and a new management team, this effort will provide the foundation to reshape our company as we work to deploy the resources necessary to meet the demands of our growing markets today and into the future. Over the coming days and weeks, you will notice changes reflecting our new name, **Strata Materials, LLC**, including new signage at our operating facilities, new email, a new website and a new company logo. Please refer to the accompanying enclosure for updated contact information and remittance instructions. We look forward to working with you as we start anew, and strive to grow our future business together!

Sincerely,

Ed Gerik  
President/CEO  
Strata Materials, LLC

---

# ***STRATA MATERIALS***

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Please make checks payable to:

**Strata Materials, LLC**

Please continue to remit all payments to:

**2100 N State Hwy 360, Suite 1801**

**Grand Prairie, Texas 75050**

For Billing Inquiries, please contact:

**Crystal Hunter**

[receivables@stratamaterials.com](mailto:receivables@stratamaterials.com)

**(214) 412-3586**

**(214) 412-3589 fax**

Thank you,

Strata Materials LLC



PO Box 228, Quitman, TX 75783-0228  
903-763-2214 fax 903-878-0148

#14,003

FILED FOR RECORD  
at 12:00 o'clock P.M.

FEB 09 2016

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

Exhibit A  
**PROPOSAL**

**Customer**

Name Hunt County JP#4  
Address 112 E. Main  
City Quinlan TX ZIP \_\_\_\_\_  
Phone David McNabb- 903-356-2904

Date 1/12/2016  
Order No. \_\_\_\_\_  
Rep Brittany  
FOB \_\_\_\_\_

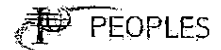
Qty	Description	Fees	MRC
	<b><u>Broadband Solution</u></b>		
	<b><u>Option A</u></b>		<b>\$399.85</b>
	<u>Internet Access</u>		
1	20 X 20 MBPS fiber connection		
	<u>Voice Services</u>		
3	SIP Phone Lines 2000 Minutes of Long Distance Included: \$.03/min. after initial usage Hunt Group Included		
	<b><u>Option B</u></b>		<b>\$429.85</b>
	<u>Internet Access</u>		
4	20 X 20 MBPS fiber connection		
	<u>Voice Services</u>		
3	SIP Phone Lines Unlimited Local and Long Distance Calling Hunt Group Included		
1	Equipment- <b>WAIVED</b> Patch Panel/NIKD, Cisco ME3400, Fiber & Ethernet Jumpers		
1	One-time NRC for connection into facilities	\$0.00	
	<b>*CONTRACT TERM - 36 Months*</b>		
	Offer expires 2/12/16		

	Subtotal	PENDING
Taxes	Texas	Applicable Taxes
	<b>TOTAL</b>	<b>PENDING</b>

Approved by: *[Signature]* Date: 2-9-16

Peoples Communication Inc. (PCI)

SERVICE ORDER FORM



Customer Name:	Hunt County JP4	Site Name:	Hunt County JP #4	Order Date:	2/19/16
Billing Address:	P.O. Box 1097	Service Address:	112 E. Main	CO Tech Assigned:	T. Gold
City, State, Zip:	Greenville, TX 75403	City, State, Zip:	Quinlan, TX 75474	Prepared By:	Brittany Hayes
Contact:	Mike Davis - or - Michelle Gregory	Site Contact:	David McNabb	Initial Term:	36 Months
Phone:	903-408-4247 - 903-408-4124	Phone:	903-356-2904	Installation Interval:	Standard
Email:	mdavis@huntcounty.net	Email:		Order Type:	New

USOC	Description	Qty.	Monthly Fee	Monthly Total	Setup Fee	Setup Total
	SIP Phone Lines 2000 Minutes Long Distance- \$0.03/minute after initial usage	3		Fiber/Voice Package		
	Hunt Group Main line: 903-356-2904 hunts to Second Line: 903-356-3018	1				
Notes and Special Conditions: Fax Line- 903-356-4737			Monthly Total	Fiber/Voice Package	Setup Total	Fiber/Voice Package

Terms, Warranties, and Conditions

PCI Service Order Form valid until 2/19/16. Unless otherwise specified, this quote does not include shipping or taxes. The Terms and Conditions for the services described above are attached to this document, incorporated by reference as fully set out herein, and constitute binding contractual obligations. By signing this Service Order Form, you agree to the Terms and Conditions set out in the attachments. Circuit delivery is contingent upon available facilities at time of order. The circuit will terminate at the MPOE demarcation. This document is Proprietary and Confidential to Peoples Communication Inc.

Customer Signature:	Printed Name:	Title:	Date:

Employee Signature:	Printed Name:	Title:	Date:
	Brittany Hayes	Sales Manager	2/19/16

PEOPLES COMMUNICATION, INC.  
PO Box 920, 102 N. Stephens St.  
Quitman, TX 75783



**LETTER OF AGENCY**

Based upon the signature below, HUNT County  
("Customer" or "We"), verifies that we are authorizing Peoples Communication, Inc. ("PCI")  
to become our new primary Agent for the provisioning of voice services. We authorize PCI to  
act as our agent to effectuate this change, and direct our current primary local service  
Provider(s), as well as our current long distance services Provider(s) ("Providers") to work  
with PCI and PCI's selected Service Providers to accomplish the change. We authorize PCI or  
an affiliated party to deal directly with our current primary Provider(s) to arrange for the  
following:

We authorize PCI to coordinate and effectuate change to our local, long distance and  
international services.

To our telephone number(s) listed below (please include area codes):

Main line: 903-356-2904  
Second Line: 903-356-3018 (now in hunt group with main line)  
Fax: 903-356-4737

I certify that I am an authorized representative of the Company, and that I have read and  
understand this letter of agency and that I am authorized to change service providers for  
services to the telephone numbers listed above.

<u>[Signature]</u> Authorized By (Customer)	<u>2-9-16</u> Date	<u>HUNT County-SP4</u> Company/Name (If applicable) (As appears on local telephone bill)
<u>John L. Horn</u> Print Name	<u>County Judge</u> Title	<u></u> D/B/A (If applicable)
<u>903-356-2904</u> Billing Telephone Number (BTN)	<u></u> Verizon	<u></u> Current Service Provider
<u>112 E. MAIN</u> Service Address	<u>P.O. Box 1097</u> Billing Address	<u></u>
<u>QUINTAN</u> City	<u>GREENVILLE</u> City	<u></u>
<u>TX</u> State	<u>75474</u> Zip Code	<u>TX</u> State
		<u>75403</u> Zip Code



PO Box 920 Quitman, TX 75783  
(903) 763-4941 • fax (903) 878-0148

### Exhibit B Service Order & Master Agreement

PCI W/O#: \_\_\_\_\_ Service Type/Quantity: 20 X 20 MBPS  with Internet  without Internet IP's: 2

Contract Term: 36 months Contract Date: Turn Up Date Desired Due Date: \_\_\_\_\_

#### BILLING INFORMATION

. Billing Name: Hunt County TP4  
. Attention: Michelle Gregory  
. Billing Address: P.O. Box 1097  
Greenville, TX 75403  
. Order Contact: Mike Davis  
. Contact Title: Info System Supervisor  
Tax ID#: 75-4001017-9  
Ph: 903-408-4124 Fax: 903-408-4280  
E-mail: mgregory@huntcounty.net

#### ACCESS LOCATION INFORMATION

. Location A: 112 E. Main St., Quinlan, TX 75474

IT Contact: MIKE DAVIS Ph: 903-408-4247 Email: mdavis@huntcounty.net

Location Z: Dry Creek Quitman

Contact: IT - Derek Davidson 903.850.9805 derek.davidson@peoplescom.net

Engineering - Dave Parks 903.850.2239 dave.parks@peoplescom.net

#### Remarks

NRC is due 10 days after the execution of contract. Monthly recurring is due net thirty days from invoice.  
Note: Early cancellation of service will result in cancellation charges equal to balance of term of contract.  
Note: Submission of this circuit request form constitutes a firm order for service.

#### AUTHORIZATION INFORMATION

Peoples Communication Inc.

Hunt County JP #1 Judge

Brittany Hayes

Sales Manager

Date: 2/9/16

County Judge

Date: 2-9-16

\*\*Please attach a copy of\*\*  
\*Authorized signors drivers' license  
\*Letter of Authorization (LOA)



PCI QUOTE # 0000001

MASTER SERVICE AGREEMENT



This MASTER SERVICE AGREEMENT (the "AGREEMENT") is made this 9 day of February, 2016 between PEOPLES COMMUNICATION, INC. (PCI) and Hunt County JP #4-112 E. Main St., Quinlan, TX 75474 the purchaser executing the Service Order (the "Purchaser")

WHEREAS, PCI provides communications services which Purchaser desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1 During the Term of this Agreement, PCI will provide Purchaser with the specific services identified on the Proposal (Exhibit A) and Service Order (Exhibit B) attached.

2 The Term of this Agreement shall be as set forth in the Service Order attached and shall extend thereafter until terminated by either party upon at least 60 days prior written notice. However, PCI may terminate this Agreement or suspend services hereunder at any time upon (a) any failure of Purchaser to pay any undisputed amounts as provided in this Agreement on the attached Proposal; (b) any breach by Purchaser of any material provision of this Agreement continuing for 30 days after receipt of notice thereof; (c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Purchaser; or (d) any governmental prohibition or required alteration of the services to be provided hereunder or any violation of an applicable law, rule or regulation. Any termination shall not relieve Purchaser of its obligation to pay any charges incurred prior to termination. The parties' rights and obligations which by their nature would extend beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

3 During the Term, Purchaser shall pay PCI for the services as set forth in the Service Order and fees outlined in the Proposal. PCI shall not increase pricing during the initial Term, but thereafter PCI may increase pricing upon 30 days prior written notice. Normal service charges shall be invoiced monthly in advance. All amounts owed by Purchaser shall be paid within 30 days after the date of invoice, and PCI reserves the right to charge interest on all delinquent payments at 1.5 % per month. Prices do not include taxes and related charges (however designated) and all taxes, fees and governmental charges imposed on the provided services shall be paid by Purchaser in addition to any other amounts owing. Such amounts will be listed separately on Purchaser's monthly invoice.

4 PCI may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby alter the technical parameters of the services provided hereunder.

5 PCI will grant a credit allowance for service interruption calculated and credited in one-hour increments. A service interruption will be deemed to have occurred only if service becomes unusable to Purchaser as a result of failure of PCI's facility, equipment or personnel used to provide the service in question. This is only where the interruption is not the result of (a) the negligence or acts of Purchaser or its agents; (b) the failure or malfunction of non-PCI equipment or systems; (c) circumstances or causes beyond the control of PCI; or (d) a service interruption caused by service maintenance, alteration or implementation. After the initial term, Purchaser may upon thirty (30) days written notice to PCI, terminate this Agreement if a service interruption occurs for which a credit allowance may be granted. A qualified service interruption would be the granting of at least \$500 in cumulative service credits during any continuous 12-month period, or results in a single continuous service outage of 8 hours or more. The foregoing states Purchaser's sole remedy for service interruption which shall include, without limitation, loss of data.

6 As used in this Agreement, the term "PCI Group" shall mean (a) PCI; (b) any third parties providing facilities or equipment used by PCI, in furtherance of PCI's provision of services to Purchaser (c) any affiliates of PCI or such third parties; and (d) any director, officer, agent, servant, employee, independent contractor, or supplier of PCI, any such third parties, or any such affiliates. EXCEPT TO THE LIMITED EXTENT PROVIDED FOR ABOVE IN PARAGRAPH 5, IN NO EVENT SHALL PCI GROUP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, ARISING OUT OF OR RELATED TO ANY SERVICES, EQUIPMENT, FACILITIES OR SYSTEMS PROVIDED OR UTILIZED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA OR INTERRUPTION OF DATA TRANSMISSION), AND PURCHASER HEREBY RELEASES AND WAIVES ANY CLAIMS OR DEMANDS IT MAY HAVE AGAINST PCI GROUP, FOR OR WITH RESPECT TO ANY SUCH DAMAGES. PURCHASER FURTHER AGREES THAT ANY OTHER LIMITATION OF LIABILITY OR PROTECTION TO WHICH PCI MAY BE ENTITLED, ARISING OUT OF THIS AGREEMENT OR SERVICES PERFORMED HEREUNDER, SHALL FULLY APPLY TO AND BENEFIT PCI GROUP, IN THE SAME MANNER AND TO THE SAME EXTENT SUCH PROVISIONS OR PROTECTION APPLY TO AND BENEFIT PCI. THERE ARE NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS EXPRESSED OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

7 In the event that Purchaser cancels or terminates service at any time during the initial Term of this Agreement or any renewal thereof for any reason whatsoever other than a service interruption (as defined in Paragraph 5 above), Purchaser agrees to immediately pay to PCI all sums due and owing under this Agreement and payable in accordance with Paragraph 3 above.

8 Purchaser is responsible for all Non-Recurring and Recurring Charges on and after the Purchaser's desired due date (the "Due Date"). In the event that Purchaser refuses to accept service on and after the Due Date, Purchaser shall still be responsible for the Recurring Charges until such time as service is accepted.

9 In the event that Purchaser requests additional circuit engineering or changes equipment specifications, configurations or service parameters, premises locations, or any material provision of the Service Order, Purchaser shall be charged an additional administrative fee at least equal to 5% of the original Non-Recurring Charge in addition to all costs, fees and expenses reasonably incurred in connection therewith.

10 Neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, acts of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until such force majeure ceases, and the Term shall be extended by the length of the suspension.

11 Neither party may assign this Agreement without the written consent of the other party, except that PCI may assign its rights and/or obligations hereunder (a) to any subsidiary, parent company or affiliate of PCI; (b) pursuant to any sale or transfer of substantially all of the assets of PCI; or (c) pursuant to any financing, merger or reorganization of PCI.

12 This Agreement, Proposal and Service Order attached, set forth the full agreement of the parties with respect to the subject matter hereof and supersede any prior agreement or understanding. If any provision hereof is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect. No term or condition of this Agreement shall be modified or amended except in writing signed by an authorized representative of both parties; however, one or more additional Service Orders may be subject to the terms and conditions of this Agreement.

13 No license, joint venture or partnership, express or implied, is granted by PCI pursuant to this Agreement.

14 Each party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of other party, which is disclosed pursuant to this Agreement.

15 If this Agreement is entered into by more than one Purchaser, each is jointly and severally liable for all agreements, covenants and obligations herein.

16 This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. In any action between the parties to enforce any material provisions of this Agreement, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to whatever other relief a court may award.

Customer Initials:



Hunt County

#

By:

Name:

Title:

Notice Address:

\_\_\_\_\_

\_\_\_\_\_

Peoples Communication, Inc.

By:

Name: Brittany Hayes

Title: Sales Manager



# 14,005

FILED FOR RECORD  
at 12:00 o'clock P M

FEB 09 2016

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

January 14, 2016

Office of Hunt County Commissioner Pct. 2  
Todd McMahan  
Hunt County Courthouse  
2507 Lee St. Room 107  
Greenville, Texas 75401

**Farmers Electric Cooperative Member: Rene Reyes**  
**Service Order Number: 1512001554**

Dear Commissioner Atkins,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2508 which is located, 1.2 miles south east of I-30 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Peter Benninger office, 903-453-0513 or cell, 903-453-5292.

Sincerely,

*Peter Benninger*

Peter Benninger  
Engineering Asst.

pbenninger@farmerselectric.coop  
Phone 903-453-0513  
Mobile 903-453-5292

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures

#14,008

Fax to: 903-408-4291 Att: Sandy  
 From: Classification  
 JAIL COUNT  
 January 19, 2016 - February 1, 2016

FILED FOR RECORD  
 at 12:00 o'clock P M  
 FEB 09 2016

FEB 09 2016  
 JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TX  
 By *Jennifer Lindenzweig*

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
19-Jan	161	40	1	1	0	81	284
20-Jan	159	37	8	1	0	82	287
21-Jan	156	34	15	1	0	83	289
22-Jan	161	34	9	1	0	83	288
23-Jan	159	32	6	1	0	86	284
24-Jan	164	32	8	1	0	86	291
25-Jan	165	33	8	1	0	86	293
26-Jan	157	32	18	1	6	86	300
27-Jan	159	33	13	1	0	87	293
28-Jan	158	37	5	1	0	87	288
29-Jan	159	32	17	0	0	93	301
30-Jan	163	32	10	0	0	94	299
31-Jan	165	35	11	0	0	94	305
1-Feb	168	33	11	0	0	93	305