

Monday, March 30, 1995, the Sabine County Commissioners' Court met in a special called meeting. The following members were present:

John L. Hyden	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Charles Ellison	Commissioner Pct. #3
Will Smith, Sr.	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Hyden called the meeting to order at 8:40 A.M. and led the Court in prayer.

Agenda item #2-Open Bids on Office Furniture

One bid was received. The bid is from Sam's Club.

Judge Hyden moved to accept the bid as submitted by Sam's Club. Commissioner Clark seconded. All voted for. Motion carried. See attached copy of bid.

Judge Hyden also wanted to make the Court aware and requested a record vote on the following:

The total cost of all these furnishings is about \$14,000.00. Of that \$14,000.00, \$6,973.57 is anticipated to go through the anticipation notes. The balance of that will come from budgeted funds that are in the various departments, \$7,309.21.

Judge Hyden moved for a record vote that these numbers be recognized and made a part of the minutes. Commissioner Ellison seconded. All voted for. Motion carried.

Judge Hyden also requested that it be made a part of the minutes of this Court and understood by the Court, that any and all furnishings that are located in the County Judge's office, belong to him personally. That includes all fixtures and all furnishings. The only things in his office that belongs to the County are the light bulbs and an old Underwood typewriter. He requested a vote of confirmation from the Court that they agree to that as of this day, March 30, 1995. All approved this affirmation.

There are eight participation forms from visitors to the Court to speak on agenda item #1-Open bids on crusher.

Commissioner Lynn Smith moved to waive the rules of the Court in that only six people in favor of and six people against may speak, and allow all eight people speak. Commissioner Clark seconded. All voted for. Motion carried.

The following people spoke in favor of the rock quarry and continuing with the operation of it: Charles English; W. M. Normand; Sherrell Fears; Donald Molnar; Gordon Needham, Thomas Hamilton; Bill Turner and Henri Trabac.

Court recessed at 9:00 A.M.

Court reconvened at 9:20 A.M.

Agenda item #1-Open Bids on Rock Crusher

One bid was received. Concrete Crushing Company, Houston, Tx. submitted a bid of \$115,000.00 total price.

Commissioner Lynn Smith moved to purchase equipment from Concrete Crushing Company at the price quoted Contingent upon financing from a leasing company. Commissioner Will Smith seconded. All voted for. Motion carried. See attached copy of bid.

Commissioner Clark moved to enter into a municipal lease agreement with an appropriate company with the best rates. Commissioner Will Smith seconded. All voted for. Motion carried.

Judge Hyden read the resolution to the Court.

Commissioner Lynn Smith moved to accept the Resolution and designate the County Judge to sign. Commissioner Will Smith seconded. All voted for. Motion carried.

Commissioner Clark moved to adjourn. Commissioner Lynn Smith seconded. Meeting adjourned.


COUNTY JUDGE

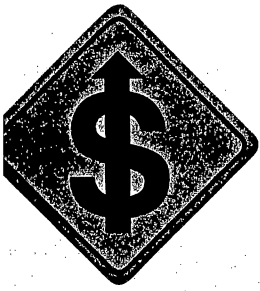

COMMISSIONER PCT. #1


COMMISSIONER PCT. #3


COMMISSIONER PCT. #2


COMMISSIONER PCT. #4


COUNTY CLERK



This Way
To
Big Savings!

**SAM'S
CLUB**

MEMBERS ONLY
A DIVISION OF WAL-MART STORES, INC.

LARRY CUSTER
Business Development Manager

Office Phone (409) 842-5143
FAX (409) 842-9128

1615 IH-10 South
Beaumont, TX 77701

Accepted
3/20/95
[Signature]

To: Sabine County

March

13,1995

Item Description

- | | |
|--|----------|
| 1. Geneva Furniture Model #K00289MGG16
High Back Swivel Chair, Grey | \$199.49 |
| 2. Indiana Office Furniture
Model 39-202-66 Kneespace Credenza | \$499.99 |
| 3917L Main Left Desk, Pedestal (30x60) | \$389.99 |
| 3901R Secretarial Right Return (21x42) | \$229.99 |
| 3913-72 Exec. Desk (36 x 72) | \$399.99 |
| 3996-C 8' Conference Table | \$499.99 |
| 39-6BC Open Bookcase | \$399.98 |
| 3. Fulmarque Inc (Chairs)
Model 900 Conference Chair (Oxblood) | \$ 82.99 |
| Model 900C Conference Chair (Oxblood) | \$112.98 |

**SAM'S
CLUB**
MEMBERS ONLY
A DIVISION OF WAL-MART STORES, INC.

IN BUSINESS FOR YOUR BUSINESS

Vol 2 Pg 186

Concrete Crushing Co.
15838 Kimberlee Lane
Houston, Texas 77049
Phone: 713-672-8323

Sabine County Commissioners Court
County Clerk Office
P.O. Box 716
Hemphill, Texas 75948

March 27, 1995

Subject: Crusher Bid To Be Opened 8:30AM On March 30, 1995

Dear Sirs,

Please accept our bid for equipment listed below:

1 - Eagle 20X36 Portable Jaw Crusher 36"X8' Feeder	
1 - Cat 250KW Generator Engine Serial Number 11873	
Generator Serial Number 16177	\$ 75,000.00
1 - Kawasaki Rubber Tire Loader S/N 85Z2C0220	\$ 36,000.00
Delivery & Set-Up	\$ 4,000.00
Total	\$115,000.00

Thank you for the opportunity to bid on your equipment needs.

We will look forward to hearing from you.

Sincerely yours,

Keith Keene
Keith Keene
dba/ Concrete Crushing Co.

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THE STATE OF TEXAS
County of Sabine
P.O. Box 720
Hemphill, Texas 75948

John L. Hyden, County J
Commissioners
Keith Clark Precinct
Lynn Smith Precinct
Kenneth White Precinct
Chester Cox, Sr. Precinct

SABINE COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Gordon Needham

HOME ADDRESS: 202 Oakleaf Circle
Hemphill, TX 75948

HOME TELEPHONE: 787-2961

PLACE OF EMPLOYMENT: Retired

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? _____

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Riverbend Home Owners Assoc.

Which agenda item (or items) do you wish to address? _____

Rock

In general, are you for or against such agenda item (or items)?

for

Signature: Gordon Needham

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.



THE STATE OF TEXAS
County of Sabine
P.O. Box 720
Hemphill, Texas 75948

John L. Hyden, County Judge
Commissioners
Keith Clark Precinct #1
Lynn Smith Precinct #2
Kenneth White Precinct #3
Chester Cox, Sr. Precinct #4

SABINE COUNTY COMMISSIONERS' COURT
Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Thomas J. Hamilton
HOME ADDRESS: P.O. Box 1648
Hemphill TX. 75948
HOME TELEPHONE: 787-2845
PLACE OF EMPLOYMENT: Sabine County
EMPLOYMENT TELEPHONE: 787-3719

Do you represent any particular group or organization? NO
If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? County
Rock Quarry

In general, are you for or against such agenda item (or items)?
For

Signature: Thomas Hamilton

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.



THE STATE OF TEXAS
County of Sabine
P.O. Box 720
Hemphill, Texas 75948

John L. Hyden, County J
Commissioners
Keith Clark Precin
Lynn Smith Precin
Kenneth White Precin
Chester Cox, Sr. Precin

SABINE COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Charles W English
HOME ADDRESS: 210 Oakleaf Cr
Hemphill
HOME TELEPHONE: 787 3781
PLACE OF EMPLOYMENT: Retired
EMPLOYMENT TELEPHONE:

Do you represent any particular group or organization? NO

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address?

County Rock Pit

In general, are you for or against such agenda item (or items)?

for

Signature: Charles W English

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.



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County of Sabine
P.O. Box 720
Hemphill, Texas 75948

John L. Hyden, County Judge
Commissioners
Keith Clark Precinct #1
Lynn Smith Precinct #2
Kenneth White Precinct #3
Chester Cox, Sr. Precinct #4

SABINE COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: W. M. NORMAN

HOME ADDRESS: RT. 1 BOX 930B
HEMPHILL TX

HOME TELEPHONE: 287 2248

PLACE OF EMPLOYMENT: RETIRED

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? _____

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? _____

ROCK PIT

In general, are you for or against such agenda item (or items)?

FOR

Signature: W. M. Norman

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.



THE STATE OF TEXAS
County of Sabine
P.O. Box 720
Hemphill, Texas 75948

John L. Hyden, County Clerk
Commissioners
Keith Clark Precinct 1
Lynn Smith Precinct 2
Kenneth White Precinct 3
Chester Cox, Sr. Precinct 4

SABINE COUNTY COMMISSIONERS' COURT
Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Shirley Jean

HOME ADDRESS: Box 133
Hamlet, Texas 75968

HOME TELEPHONE: 584-2753

PLACE OF EMPLOYMENT: retired

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? NO

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? road job

In general, are you for or against such agenda item (or items)?
for

Signature: Shirley Jean

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.



THE STATE OF TEXAS
County of Sabine
P.O. Box 720
Hemphill, Texas 75948

John L. Hyden, County Judge
Commissioners
Keith Clark Precinct #1
Lynn Smith Precinct #2
Kenneth White Precinct #3
Chester Cox, Sr. Precinct #4

SABINE COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Don Molnar

HOME ADDRESS: RT #4 Box 690

HOME TELEPHONE: 787-2063

PLACE OF EMPLOYMENT: RETIRED

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? NO

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? _____

COUNTY ROAD PIT / JAIL HOUSE ADDITION

In general, are you for or against such agenda item (or items)?

FAVOR

Signature: _____

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.



THE STATE OF TEXAS
County of Sabine
P.O. Box 720
Hemphill, Texas 75948

John L. Hyden, County J
Commissioners
Keith Clark Precinct
Lynn Smith Precinct
Kenneth White Precinct
Chester Cox, Sr. Precinct

SABINE COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: W. L. (Bill) Turner

HOME ADDRESS: RT. 1

Hemphill

HOME TELEPHONE: 625 4586

PLACE OF EMPLOYMENT: Retired

EMPLOYMENT TELEPHONE: —

Do you represent any particular group or organization? Taxpayer

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? —

Gravel Pit Related Items

In general, are you for or against such agenda item (or items)?

For

Signature: W. L. Turner

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THE STATE OF TEXAS
County of Sabine
P.O. Box 720
Hemphill, Texas 75948

John L. Hyden, County Judge
Commissioners
Keith Clark Precinct #1
Lynn Smith Precinct #2
Kenneth White Precinct #3
Chester Cox, Sr. Precinct #4

SABINE COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: TRABUC Henri S.

HOME ADDRESS: HC 53 Bx 3449

Hemphill Tx 75948

HOME TELEPHONE: 409 787 4212

PLACE OF EMPLOYMENT: Retired Teacher

EMPLOYMENT TELEPHONE: n.a.

Do you represent any particular group or organization? none

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? _____

In general, are you for or against such agenda item (or items)?

for

Signature: [Signature]

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court.

CAPITAL CITY LEASING, INC.

EXHIBIT E to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

CERTIFICATE OF RESOLUTIONS

I, Janice McDaniel, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the Commissioners' Court, an agency/subdivision duly organized and existing under the laws of the State of County of Sabine (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the special called at a meeting duly and regularly held and convened in accordance with applicable law on the 30 day of March, 1995.

WHEREAS, the Lessee is entering a State and Municipal Lease/Purchase Agreement ("Lease") dated _____, 19____, with Capital City Leasing, Inc.;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

WHEREAS, the source of funds in the current fiscal year's budget is adequate for lease/purchase payments due under the Agreement. We expect and anticipate adequate funds to be available for all future lease/purchase payments after the current fiscal year for the following reasons: ability to levy and collect

advalorem taxes and receipts from other government entities such as USES.

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Capital City Leasing, Inc. for a period of _____ months, and be it further

RESOLVED, that an official of the Lessee be, and hereby is, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

RESOLVED, that pursuant to Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

RESOLVED, the equipment as described in Exhibit "A" of such agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all of the equipment, which need is not temporary or expected to diminish in the foreseeable future. The equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the equipment was selected by us to be used as follows: in the preparation

of road base to be used on County roads.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this 13 day of April, 1995.

(Seal)

Lessee: County of Sabine

(Municipal Entity)

By: Janice McDaniel
(Signature of Secretary/Clerk)

Janice McDaniel

(Printed Name)

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Lease No. M504AA

INSURANCE INFORMATION

LESSEE: County of Sabine

1. In accordance with Section 17 of the Municipal Lease and Option Agreement ("Agreement"), we have instructed the insurance agent named below, (please fill in name, address and telephone number),

Agency: Texas Association of Counties

Agent's Name: Linda

Address: P.O. Box 2131

Austin, Texas 78768

Phone Number: 512/478-8753 Fax Number: 512/478-1426

to issue the following:

- a. Evidence of All Risk Physical Damage Insurance on the leased equipment and Long Form Loss Payable Clause naming Capital City Leasing, Inc. ("Lessor") and/or its assigns as Loss Payee.
- b. Evidence of Public Liability Insurance naming Lessor and/or its assigns as an Additional Insured.

MINIMUM COVERAGE REQUIRED:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

OR,

☐ Self-Insured

2. Pursuant to Section 17 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of statute authorizing this form of insurance.
3. Proof of insurance coverage will be provided to you prior to the time that the equipment is delivered to us.

Lessee: County of Sabine

By: 

Authorized Official

Date: 4/13/95

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CAPITAL CITY LEASING, INC.
4901 SPICEWOOD SPRINGS ROAD, AUSTIN, TEXAS 78759

LEASE M503AB

GOVERNMENTAL
LEASE/PURCHASE AGREEMENT (INSTALLMENT SALE AGREEMENT)

DEFINITIONS:

- (a) Lease purchase agreement means installment sales agreement.
(b) Lessor means secured party.
(c) Lessee means debtor.
(d) Lease means installment sales agreement.

This Governmental Lease/Purchase Agreement (the "Lease") is made and entered into on this, the _____ day of _____, 19____ by and between Capital City Leasing, Inc., with offices at 4901 Spicewood Springs Road, Austin, Texas 78759 (herein called the "Lessor") and _____ County of Sabine _____ with its principal address at _____ Corner of Oak and _____ Street (P.O. Box 716), Hemphill, Texas 75948 (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor equipment described in Exhibit A, a copy of which is attached hereto and incorporated herein, together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").

2. **DELIVERY AND ACCEPTANCE.** At the request of Lessee, Lessor agrees to order the Equipment from the supplier of such Equipment, but shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to supply the Equipment. The Equipment to be delivered shall be at the location specified in Exhibit A ("Equipment Location"). Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery shall not affect the validity of this Lease. Lessee shall accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. Unless Lessee notifies Lessor of a problem with the Equipment, Lessee's acceptance shall be deemed effective no later than thirty (30) days following delivery of the Equipment. Lessee's acceptance of the Equipment by executing and returning to Lessor a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate"); notwithstanding the foregoing, in no event shall Lessee's failure to evidence its acceptance of the Equipment constitute a breach of the validity of this Lease. Lessee hereby authorizes Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.

3. **TERM.** This Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease shall commence on the date Lessee executes the Acceptance Certificate (the "Start Date") through the end of Lessee's fiscal year containing the Start Date and, unless earlier terminated by Lessee, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to complete the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").

4. **PAYMENTS.** Lessee agrees to pay to Lessor or any Assignee (as defined in Section 22 below) the payments for the Equipment as set forth in Exhibit D (the "Payments"). A portion of each Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Payments shall be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in Exhibit C, and the remaining Payments shall be payable on the same date of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase order or quotations or forms or procedures required by Lessee as a condition precedent to payment shall be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date. To the extent permitted by applicable law, whenever any portion of a Payment is received by Lessor or its Assignee more than ten (10) days from the due date, Lessee shall pay to Lessor or its Assignee, on demand, the greater of twenty-five dollars (\$25.00) or five percent (5%) of such overdue amount (as a service and handling fee). EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **AUTHORITY AND AUTHORIZATION.** Lessee represents, warrants and covenants that, subject to the good faith and fair dealing provisions of Paragraph 27, (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; (d) no event has occurred and no condition exists which would constitute a default under any debt, revenue or purchase obligation upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years; (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **LESSEE CERTIFICATION.** Lessee warrants and covenants that (i) it is a governmental entity, agency, or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder, (ii) Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a governmental entity, agency, or political subdivision thereof, such that the interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Exhibit C, shall not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment shall not be used in a trade or business of any other person or entity; and (vi) Lessee shall complete and file on a timely basis, Internal Revenue Service Form 8038g or 8038gc, as appropriate, in the manner set forth in Section 149(e) of the Code.

7. **APPROPRIATIONS AND ESSENTIAL USE.** Lessee reasonably believes that sufficient funds will be available to make all Payments during the Lease Term. Lessee intends to make the Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that: (a) the

(f) the Equipment is essential to its proper, efficient and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee has considered that this agreement contemplates a term of several fiscal periods and that newer improved equipment for Lessee's purpose may become available for purchase, lease, or use. Notwithstanding, the above, and to the extent permitted by law, Lessee commits not to replace said equipment in the event Lessee terminates this Lease.

9. NONAPPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated, budgeted or otherwise available for the lease of the Equipment for any subsequent fiscal period in which the Payments for the Equipment are due under this Lease, then Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence. This Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period which appropriations were made without penalty, liability or expense to the Lessee of any kind, except for (i) the portions of the Payments therein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in taking possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (a) that if this Lease is terminated in accordance with the preceding paragraph, Lessee shall not purchase, lease or rent equipment which performs the same functions as, or functions taking the place of, those performed by the Equipment, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter; and (b) that it shall not, during the Lease Term, give priority in the application of funds to any other functionally similar equipment. Lessee understands and agrees that Lessee's termination of this Lease shall not release Lessee of any obligation; representation or covenant arising or made prior to the termination date. In the event it is determined that the provisions of this paragraph conflict or contradict any other provision of the Lease such that the meaning or intent is unclear or ambiguous, then, in that event, the provisions of this paragraph will control over the provisions of any other paragraph herein.

10. LIMITATION ON WARRANTIES. LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR OF SUCH EQUIPMENT, AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS OR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have, express or implied, with respect to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise shall be made against the manufacturer. Lessor at its option, may provide in its purchase order that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to the equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. TITLE; SECURITY AGREEMENT. Title to the Equipment is deemed to be with the Lessee so long as no Event of Default pursuant to Section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title shall revert immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all rights, title and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or thereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (c) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code shall apply as between the parties hereto and any Assignee of Lessor.

11. PERSONAL PROPERTY. The Equipment is and shall remain, personal property and shall not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee shall, at its expense, furnish to Lessor a landlord or mortgagee waiver with respect to the Equipment.

12. USE; REPAIRS. Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guideline or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor and shall furnish any needed servicing and parts; which parts shall become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee shall furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

13. ALTERATIONS. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value shall become part of the Equipment.

14. LOCATION; INSPECTION. The Equipment shall not be removed from, or if the equipment consists of rolling stock, its permanent base shall not be changed from the Equipment Location without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

15. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale

purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but not the obligation, to pay said charges and taxes and seek reimbursement from Lessee, on demand therefor.

16. **RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in good repair; or (b) include with the next Payment (i) all amounts owed by Lessee under this Lease, and (ii) an amount not less than the balance of the Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor shall provide Lessee with the pro rata amount of the Payment and the balance of the Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. **INSURANCE.** Lessee shall, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event shall the insurance limits be less than an amount equal to the balance of the Payments then remaining for the Lease Term. Each insurance policy shall name Lessee as an insured and Lessor or its assigns as additional insured and loss payee, as appropriate, and shall contain a clause requiring the insurer to give Lessor or its assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy of the cancellation thereof. The proceeds of any such policies shall be payable to Lessee and Lessor or its assigns, as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate of evidence of such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

18. **INDEMNIFICATION.** In the event that Lessee is not a state or political subdivision thereof, within the meaning of Section 103 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payment as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees to pay to Lessor, its Assignees and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its Assignees and any participants with such, in the same after-tax position they would have been in had such payments been excluded from the gross income of Lessor, its assignees and any participants with such under Section 103 of the Code. In addition, to the extent permitted by state law, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignee, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities of losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

19. **EVENTS OF DEFAULT.** The term "Event of Default", as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for five (5) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document ever delivered by Lessee pursuant hereto, or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee shall be in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.

20. **REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Payments which shall become due during the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it shall), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment of sublease it for the account of Lessee, holding Lessee liable for (i) all Payments (and other amounts) due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. In addition, Lessee shall remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. **EARLY PURCHASE OPTION.** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Exhibit C attached hereto, whereupon title to the Equipment shall become unconditionally vested in Lessee and Lessor shall transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee shall not: (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's agents or employees. Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment, and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part, to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that Lessor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Lease, or may provide that a third-party trustee or agent shall act as collection and paying agent for any Assignee, provided Lessee receives written notification of the name and address of the trustee or the agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee shall have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment shall be effective upon receipt by Lessee of a duplicate

hereunder, Lessee agrees to acknowledge, in writing, any assignments if so requested. LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, OR ITS TRUSTEE OR AGENT WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE HEREUNDER. LESSEE FURTHER AGREES THAT IT SHALL NOT ASSERT AGAINST ANY ASSIGNEE, TRUSTEE OR AGENT ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER OR WITH RESPECT TO ANY ACTION BROUGHT TO OBTAIN POSSESSION OF THE EQUIPMENT PURSUANT TO THIS LEASE.

13. **NATURE OF AGREEMENT.** Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate payments provided for hereunder constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the term of this Lease, that each installment constitutes principal and interest, in accordance with the schedule of payments set forth in Exhibit C of this Lease, which fully amortizes the purchase price of the Equipment, together with interest, over the term of this Lease, and that upon the due and punctual payment and performance of the installments of Payments and other amounts and obligations under this Lease, title to the Equipment shall vest permanently in Lessee, free and clear of any lien or security of Lessor therein.

14. **AMENDMENTS.** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto shall be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition of serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease shall operate to reduce or delay any Payments to be made hereunder without the consent of Lessor, or its Assignee.

15. **NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

16. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

17. **GOVERNING LAW.** This Lease is to be performed in Travis County, Texas, and shall be governed by the provisions hereof and by the laws of the State of Texas. Each party agrees to deal fairly with the other party and to act in good faith regarding the representation and provision contained herein and in the performance of this Lease.

18. **FURTHER ASSURANCES.** Lessee shall deliver to Lessor: (i) an opinion of counsel in substantially the form of Exhibit D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee shall execute or provide, as requested by Lessor, any documents and information which are reasonable necessary with respect to the transaction contemplated by this Lease. Lessee hereby authorizes Lessor to execute and file on behalf of Lessee and as Lessee's attorney-in-fact such UCC financing and continuation statements as Lessor deems necessary to secure its and/or its Assign's interest in the Equipment or this agreement.

19. **ENTIRE AGREEMENT.** This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents and instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

20. **SEVERABILITY.** This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the State of Texas. If any provision of this Lease, or the application thereto to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

21. **WAIVER.** The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as waiver of any subsequent breach hereof.

22. **DESIGNATION.** In compliance with Section 149(a) of the Code, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accepts its duties as agent, hereunder.

LESSOR: Capital City Leasing, Inc.

LESSEE: The County of Sabine

(Entity)

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

CAPITAL CITY LEASING, INC.

EXHIBIT A to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

DESCRIPTION OF EQUIPMENT

Quantity and Description of Leased Equipment (Make, Model No., Serial No., Any Other Pertinent Identification)

ONE (1) EAGLE 20X36 PORTABLE JAW CRUSHER 36" X 8' FEEDER

ONE (1) CAT 250KW GENERATOR ENGINE - S/N 11873
GENERATOR - S/N 16177

ONE (1) KAWASAKI RUBBER TIRE LOADER - S/N 8522C0220

LOCATION OF EQUIPMENT

ADDRESS: Post Office Box 716

CITY: Hemphill

COUNTY: Sabine

STATE: Texas

ZIP: 79548

CERTIFICATION

Lessee hereby certifies that the description of the property set forth above and any additional addendums constitutes an accurate account of the Equipment as referred to in the Lease. The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is 5 years.

Lessee: County of Sabine

(Municipal Entity)

By:

John L. Hyden

(Authorized Signature)

John L. Hyden, County Judge

(Printed Name and Title)

Date:

4/13/95

CAPITAL CITY LEASING, INC.

EXHIBIT B to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

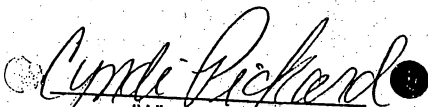
DELIVERY AND ACCEPTANCE CERTIFICATE

To: Capital City Leasing, Inc.

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned ("Lessee"), and Capital City Leasing, Inc. ("Lessor"), dated _____ ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:


1. All of the equipment has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit A to the Lease is correct.


This certificate shall not be considered to alter, construe, or amend the terms of the Lease.


(Witness)

Lessee: County of Sabine
(Municipal Entity)

By: 
(Authorized Signature)

 John L. Hyden, County Judge
(Printed Name and Title)

 Date: 4/13/95

forms/M-06.D&A

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EXHIBIT C

LEASE # M504AA

PAYMENT SCHEDULE
MULTI-YEAR ADJUSTABLE PERIOD

INTEREST RATE: 6.75%* AMOUNT: \$115,000.00
 DOWN PAYMENT: \$2,250.94 PAYMENT PERIODS: 60
 DAYS UNTIL REG. PAYMENT: 30 PAYMENTS/YEAR: 12
 REGULAR PAYMENT AMOUNT: \$2,250.94 FUNDING DATE: 00/00/00

PAYMENT DATE	PAYMENT AMOUNT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE
1 0 / 0 / 0	\$2,250.94	\$0.00	\$2,250.94	\$115,402.05
2 / /	\$2,250.94	\$634.21	\$1,616.72	\$113,879.49
3 / /	\$2,250.94	\$625.12	\$1,625.82	\$112,169.48
4 / /	\$2,250.94	\$615.97	\$1,634.96	\$110,451.35
5 / /	\$2,250.94	\$606.78	\$1,644.16	\$108,725.05
6 / /	\$2,250.94	\$597.53	\$1,653.41	\$106,990.56
7 / /	\$2,250.94	\$588.23	\$1,662.71	\$105,247.83
8 / /	\$2,250.94	\$578.88	\$1,672.06	\$103,496.82
9 / /	\$2,250.94	\$569.47	\$1,681.47	\$101,737.49
10 / /	\$2,250.94	\$560.01	\$1,690.92	\$99,969.81
11 / /	\$2,250.94	\$550.50	\$1,700.44	\$98,193.73
12 / /	\$2,250.94	\$540.94	\$1,710.00	\$96,409.21
13 / /	\$2,250.94	\$531.32	\$1,719.62	\$94,616.22
14 / /	\$2,250.94	\$521.64	\$1,729.29	\$92,814.71
15 / /	\$2,250.94	\$511.92	\$1,739.02	\$91,004.65
16 / /	\$2,250.94	\$502.14	\$1,748.80	\$89,185.98
17 / /	\$2,250.94	\$492.30	\$1,758.64	\$87,358.68
18 / /	\$2,250.94	\$482.41	\$1,768.53	\$85,522.70
19 / /	\$2,250.94	\$472.46	\$1,778.48	\$83,677.99
20 / /	\$2,250.94	\$462.45	\$1,788.48	\$81,824.53
21 / /	\$2,250.94	\$452.39	\$1,798.54	\$79,962.26
22 / /	\$2,250.94	\$442.28	\$1,808.66	\$78,091.14
23 / /	\$2,250.94	\$432.10	\$1,818.83	\$76,211.14
24 / /	\$2,250.94	\$421.87	\$1,829.06	\$74,322.20
25 / /	\$2,250.94	\$411.58	\$1,839.35	\$72,424.30
26 / /	\$2,250.94	\$401.24	\$1,849.70	\$70,517.38
27 / /	\$2,250.94	\$390.83	\$1,860.10	\$68,601.40
28 / /	\$2,250.94	\$380.37	\$1,870.57	\$66,676.32
29 / /	\$2,250.94	\$369.85	\$1,881.09	\$64,742.09
30 / /	\$2,250.94	\$359.27	\$1,891.67	\$62,798.68
31 / /	\$2,250.94	\$348.63	\$1,902.31	\$60,846.04
32 / /	\$2,250.94	\$337.93	\$1,913.01	\$58,884.12
33 / /	\$2,250.94	\$327.16	\$1,923.77	\$56,912.88
34 / /	\$2,250.94	\$316.34	\$1,934.59	\$54,932.28
35 / /	\$2,250.94	\$305.46	\$1,945.47	\$52,942.28
36 / /	\$2,250.94	\$294.52	\$1,956.42	\$50,942.82
	\$81,033.71	\$16,436.09	\$64,597.62	

Lessor:

Lessee:

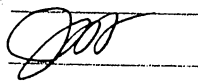
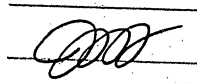


EXHIBIT C

	PAYMENT DATE	PAYMENT AMOUNT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE
37	/ /	\$2,250.94	\$283.51	\$1,967.42	
38	/ /	\$2,250.94	\$272.45	\$1,978.49	\$48,933.86
39	/ /	\$2,250.94	\$261.32	\$1,989.62	\$46,915.36
40	/ /	\$2,250.94	\$250.13	\$2,000.81	\$44,887.27
41	/ /	\$2,250.94	\$238.87	\$2,012.07	\$42,849.55
42	/ /	\$2,250.94	\$227.55	\$2,023.38	\$40,802.15
43	/ /	\$2,250.94	\$216.17	\$2,034.76	\$38,745.02
44	/ /	\$2,250.94	\$204.73	\$2,046.21	\$36,678.12
45	/ /	\$2,250.94	\$193.22	\$2,057.72	\$34,601.41
46	/ /	\$2,250.94	\$181.64	\$2,069.29	\$32,514.83
47	/ /	\$2,250.94	\$170.00	\$2,080.93	\$30,418.34
48	/ /	\$2,250.94	\$158.30	\$2,092.64	\$28,311.89
49	/ /	\$2,250.94	\$146.53	\$2,104.41	\$26,195.43
50	/ /	\$2,250.94	\$134.69	\$2,116.25	\$24,068.92
51	/ /	\$2,250.94	\$122.78	\$2,128.15	\$21,932.31
52	/ /	\$2,250.94	\$110.81	\$2,140.12	\$19,785.56
53	/ /	\$2,250.94	\$98.78	\$2,152.16	\$17,628.60
54	/ /	\$2,250.94	\$86.67	\$2,164.27	\$15,461.40
55	/ /	\$2,250.94	\$74.50	\$2,176.44	\$13,283.91
56	/ /	\$2,250.94	\$62.25	\$2,188.68	\$11,096.07
57	/ /	\$2,250.94	\$49.94	\$2,200.99	\$8,897.84
58	/ /	\$2,250.94	\$37.56	\$2,213.38	\$6,689.17
59	/ /	\$2,250.94	\$25.11	\$2,225.83	\$4,470.00
60	/ /	\$2,250.94	\$12.59	\$2,238.35	\$2,240.30
		\$54,022.48	\$3,620.10	\$50,402.38	\$0.00

Lessor:

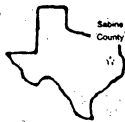
Lessee: 

GRAND TOTAL	\$135,056.19	\$20,056.19	\$115,000.00
-------------	--------------	-------------	--------------

* Interest rate is conditioned upon the approval of credit by receipt of the last two years' annual financial statements and the signing of and return of all documents (including the Delivery & Acceptance Certificate) to our office by May 4, 1995.

** Dates will be filled in upon receipt of the Delivery & Acceptance Certificate at our office. A copy will be sent to the County thereafter.

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DWIGHT P. McDANIEL
Sabine County Attorney

SUSAN L. WEST
Secretary

THE STATE OF TEXAS
County Attorney
County of Sabine
P.O. Box 1783
Hemphill, Texas 75948

(409) 787-2988
FAX 787-2044

EXHIBIT D to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

April 07, 1995

OPINION OF COUNSEL

RE: State and Municipal Lease/Purchase Agreement dated _____, ("Lease") between Capital City Leasing, Inc. ("Lessor") and Sabine County ("Lessee")


Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Lease and the proceedings taken by the Lessee to authorize and execute said Lease. Based upon such examination as I have deemed necessary and appropriate, I am of the opinion that:

1. Lessee is a duly created and validly existing state or fully constituted political subdivision or agency of the State of Texas and has the power and authority to enter into the Lease and carry out the terms thereof.
2. The interest component of the Rental Payments as set forth in Exhibit C to the Lease qualifies for exemption from federal income taxes by Lessor under Section 103 of the Internal Revenue Code of 1986, as amended and the related regulations and rulings thereunder.
3. The execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee. All applicable bidding and budgeting requirements have been complied with. I have attached to my opinion copies of any resolutions adopted by the Lessee relating to the Lease.

4. The Lease is a governmental purpose obligation and constitutes a legal, valid and binding deferred payment obligation of the Lessee, enforceable in accordance with its terms and does not constitute a debt of Lessee under the laws of the State of Texas. In the event Lessor obtains judgment against Lessee for money damages in connection with the Lease, Lessee will be obligated to pay such judgment.
5. The Lease is in accordance with and does not violate the usury statutes of the State.
6. The equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.
7. No litigation is pending or to the best of my knowledge threatened in any court or other tribunal, state or federal, relating to the validity of the Lease.
8. The signature of the official of Lessee which appears on the Lease and the attached documents is true and genuine; I know him to hold the office set forth below his name. Such official is duly authorized to execute the Lease and the attached documents. I have attached hereto a copy of such authorization.
9. The current fiscal period of Lessee ends on 9/30/95; the next succeeding fiscal period of Lessee ends on 9/30/96.

Very truly yours,


Counsel for Lessee

CAPITAL CITY LEASING, INC.

EXHIBIT D to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

OPINION OF COUNSEL

[TO BE ON LETTERHEAD OF LESSEE OR ITS OUTSIDE COUNSEL]

RE: State and Municipal Lease/Purchase Agreement dated _____ ("Lease") between Capital City Leasing, Inc. ("Lessor") and _____ ("Lessee")

Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Lease and the proceedings taken by the Lessee to authorize and execute said Lease. Based upon such examination as I have deemed necessary and appropriate, I am of the opinion that:

1. Lessee is a duly created and validly existing state or fully constituted political subdivision or agency of the State of _____ ("State") and has the power and authority to enter into the Lease and carry out the terms thereof.
2. The interest component of the Rental Payments as set forth in Exhibit C to the Lease qualifies for exemption from federal income taxes by Lessor under Section 103 of the Internal Revenue Code of 1986, as amended and the related regulations and rulings thereunder.
3. The execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee. All applicable bidding and budgeting requirements have been complied with. I have attached to my opinion copies of any resolutions adopted by the Lessee relating to the Lease.
4. The Lease is a governmental purpose obligation and constitutes a legal, valid and binding deferred payment obligation of the Lessee, enforceable in accordance with its terms and does not constitute a debt of Lessee under the laws of the State of _____. In the event Lessor obtains judgment against Lessee for money damages in connection with the Lease, Lessee will be obligated to pay such judgment.
5. The Lease is in accordance with and does not violate the usury statutes of the State.
6. The equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.
7. No litigation is pending or to the best of my knowledge threatened in any court or other tribunal, state or federal, relating to the validity of the Lease.
8. The signature of the official of Lessee which appears on the Lease and the attached documents is true and genuine; I know him/her to hold the office set forth below his/her name. Such official is duly authorized to execute the Lease and the attached documents. I have attached hereto a copy of such authorization.
9. The current fiscal period of Lessee ends on _____; the next succeeding fiscal period of Lessee ends on _____.

Very truly yours,

Counsel for Lessee

By: _____

EXHIBIT D to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

OPINION OF COUNSEL

[TO BE ON LETTERHEAD OF LESSEE OR ITS OUTSIDE COUNSEL]

RE: State and Municipal Lease/Purchase Agreement dated _____ ("Lease") between Capital City Leasing, Inc. ("Lessor") and _____ ("Lessee")

Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Lease and the proceedings taken by the Lessee to authorize and execute said Lease. Based upon such examination as I have deemed necessary and appropriate, I am of the opinion that:

1. Lessee is a duly created and validly existing state or fully constituted political subdivision or agency of the State of _____ ("State") and has the power and authority to enter into the Lease and carry out the terms thereof.
2. The interest component of the Rental Payments as set forth in Exhibit C to the Lease qualifies for exemption from federal income taxes by Lessor under Section 103 of the Internal Revenue Code of 1986, as amended and the related regulations and rulings thereunder.
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5. The Lease is in accordance with and does not violate the usury statutes of the State.
6. The equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.
7. No litigation is pending or to the best of my knowledge threatened in any court or other tribunal, state or federal, relating to the validity of the Lease.
8. The signature of the official of Lessee which appears on the Lease and the attached documents is true and genuine; I know him/her to hold the office set forth below his/her name. Such official is duly authorized to execute the Lease and the attached documents. I have attached hereto a copy of such authorization.
9. The current fiscal period of Lessee ends on _____; the next succeeding fiscal period of Lessee ends on _____.

Very truly yours,

Counsel for Lessee

By: _____

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9/30/95
Fiscal years
9/30/96

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

(Use Form 8038-GC if the issue price is under \$100,000.)

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ►

1 Issuer's name County of Sabine	2 Issuer's employer identification number 75 6001136	
3 Number and street (or P.O. box if mail is not delivered to street address) P.O. Box 716	Room/suite	4 Report number G19 -
5 City, town, state, and ZIP code Hemphill, Texas 79548	6 Date of issue	
7 Name of issue	8 CUSIP Number	

Part II Type of Issue (check applicable box(es) and enter the issue price)

	Issue price
9 <input type="checkbox"/> Education (attach schedule—see instructions)	\$
10 <input type="checkbox"/> Health and hospital (attach schedule—see instructions)	
11 <input checked="" type="checkbox"/> Transportation	115,000.00
12 <input type="checkbox"/> Public safety	
13 <input type="checkbox"/> Environment (including sewage bonds)	
14 <input type="checkbox"/> Housing	
15 <input type="checkbox"/> Utilities	
16 <input type="checkbox"/> Other. Describe (see instructions) ►	
17 If obligations are tax or other revenue anticipation bonds, check box ► <input type="checkbox"/>	
18 If obligations are in the form of a lease or installment sale, check box ► <input checked="" type="checkbox"/>	

Part III Description of Obligations

	(a) Maturity date	(b) Interest rate	(c) Issue price	(d) Stated redemption price at maturity	(e) Weighted average maturity	(f) Yield	(g) Net interest cost
19 Final maturity.		6.75 %	\$115,000.00	-0-			
20 Entire issue			\$115,000.00	-0-	5 years	6.75 %	6.75 %

Part IV Uses of Original Proceeds of Bond Issue (including underwriters' discount)

21 Proceeds used for accrued interest	21	-0-
22 Issue price of entire issue (enter amount from line 20, column (c))	22	\$115,000.00
23 Proceeds used for bond issuance costs (including underwriters' discount)	23	-0-
24 Proceeds used for credit enhancement	24	-0-
25 Proceeds allocated to reasonably required reserve or replacement fund	25	-0-
26 Proceeds used to refund prior issues	26	-0-
27 Total (add lines 23 through 26)	27	-0-
28 Nonrefunding proceeds of the issue (subtract line 27 from line 22 and enter amount here)	28	\$115,000.00

Part V Description of Refunded Bonds (complete this part only for refunding bonds)

29 Enter the remaining weighted average maturity of the bonds to be refunded	year
30 Enter the last date on which the refunded bonds will be called	
31 Enter the date(s) the refunded bonds were issued	

Part VI Miscellaneous

32 Enter the amount of the state volume cap allocated to the issue	
33 Enter the amount of the bonds designated by the issuer under section 265(b)(3)(B)(i)(III) (small issuer exception)	
34 Pooled financings: a Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue	
35 If the issuer has elected to pay a penalty in lieu of rebate, check box <input type="checkbox"/>	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Please Sign Here

Signature of officer

Date

John L. Hyden, County Ju
Type or print name and title

THIS FINANCING STATEMENT IS PRESENTED
TO A FILING OFFICER FOR FILING PURSUANT
TO THE UNIFORM COMMERCIAL CODE.

M504AA

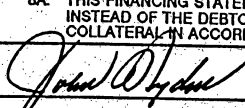
1. DEBTOR (IF PERSONAL) LAST NAME County of Sabine		FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS P.O. Box 716		1D. CITY, STATE Hemphill, Texas		1E. ZIP CODE 79548	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE	
3. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME	M.I.	3A. PREFIX	3B. SUFFIX
3C. MAILING ADDRESS		3D. CITY, STATE		3E. ZIP CODE	
4. SECURED PARTY (IF PERSONAL) LAST NAME Capital City Leasing, Inc.		FIRST NAME	M.I.		
4A. MAILING ADDRESS 4901 Spicewood Springs Road		4B. CITY, STATE Austin, Texas		4C. ZIP CODE 78759	
5. ASSIGNEE OF SECURED PARTY (IF ANY)					
5A. MAILING ADDRESS		5B. CITY, STATE		5C. ZIP CODE	

6. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read instruction B. 6-7.)

ONE (1) EAGLE 20X36 PORTABLE JAW CRUSHER 36" X 8' FEEDER

ONE (1) CAT 250KW GENERATOR ENGINE - S/N 11873
GENERATOR - S/N 16177

ONE (1) KAWASAKI RUBBER TIRE LOADER - S/N 85Z2C0220

7. CHECK ONLY IF APPLICABLE	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input type="checkbox"/>	7B. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. <input type="checkbox"/>	NUMBER OF ADDITIONAL SHEETS PRESENTED
8. CHECK APPROPRIATE BOX	8A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 8 ITEM:		<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)
9. SIGNATURE(S) OF DEBTOR(S)  County of Sabine			THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES) Capital City Leasing, Inc.			
10. Return copy to: NAME ADDRESS CITY STATE ZIP Capital City Leasing, Inc. 4901 Spicewood Springs Road Austin, Texas 78759			

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43 02214 (Rev. 4/92)

STANDARD FORM — FORM UCC-1 (REV. 9/1/92) © 1992 OFFICE OF THE SECRETARY OF STATE OF TEXAS

Re-order From: CRUMP Business Forms, Inc. 9239 Premier Row, Dallas, Texas 75247 (214) 638-4000

(1) FILING OFFICER COPY NUMERICAL

POST-kwik[®] PK103U-3

INVOICE

FORM NO. PK103U-3 A22360

AVAILABLE FROM
BUSINESS ENVELOPE MANUFACTURERS, INC.
DEER PARK, N.Y. 11729
800-275-4400 NY (516) 667-5500

CAPITAL CITY LEASING, INC.
4901 SPICEWOOD SPRINGS RD.
AUSTIN, TEXAS 78759
(512) 346-9393

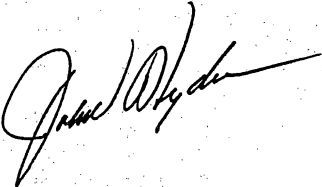
INVOICE

INVOICE NO. M504AA

SOLD TO

County of Sabine
Attn: Judge John Larry Hyden
P.O. Box 716
Hemphill, Texas 79548

SHIPPED TO

DATE	4/04/95	ORDER NO.	SALESMAN	TERMS	Due Upon Receipt	SHIPPED VIA	PPD.	COLL.
QUANTITY	DESCRIPTION						PRICE	AMOUNT
	Due for first (1st) monthly payment out of sixty on Lease-Purchase #M504AA							\$2250.90
PLEASE MAKE CHECK PAYABLE TO CAPITAL CITY LEASING, INC. AT THE ABOVE ADDRESS.								
								

ITEM NO. PK103U-3

AVAILABLE FROM BUSINESS ENVELOPE MANUFACTURERS, INC. • DEER PARK, N.Y. • ANAHEIM, CALIF.

Lease No. M503AB

INSURANCE INFORMATION

LESSEE: County of Sabine

1. In accordance with Section 17 of the Municipal Lease and Option Agreement ("Agreement"), we have instructed the insurance agent named below, (please fill in name, address and telephone number),

Agency: Texas Association of Counties

Agent's Name: Linda

Address: P.O. Box 2131

Austin, Texas 78768

Phone Number: 512/478-8753 Fax Number: 512/478-1426

to issue the following:

- a. Evidence of All Risk Physical Damage Insurance on the leased equipment and Long Form Loss Payable Clause naming Capital City Leasing, Inc. ("Lessor") and/or its assigns as Loss Payee.
- b. Evidence of Public Liability Insurance naming Lessor and/or its assigns as an Additional Insured.

MINIMUM COVERAGE REQUIRED:

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

\$100,000.00 property damage liability

OR,

☐ Self-Insured

2. Pursuant to Section 17 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of statute authorizing this form of insurance.
3. Proof of insurance coverage will be provided to you prior to the time that the equipment is delivered to us.

THE STATE OF TEXAS
COUNTY OF SABINE
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
DULY RECORDED IN THE COMMISSIONERS COURT MINUTES OF SABINE
COUNTY, TEXAS.



VOL. 2 PAGE 186
Janice McDaniel County clerk
by Louise Clark
DEPUTY

Lessee: County of Sabine

By: [Signature]
Authorized Official

Date: 4/13/95

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Items do not have to be taken in same order as shown on meeting notice. If, during the course of the meeting, any discussion of any item on the agenda should be held in Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Law, Article 6252-17, Texas Revised Civil Statutes. The Board may elect to consider all matters which are proper subjects for discussion in the same executive session, or may elect to hold two or more executive sessions in the same meeting.

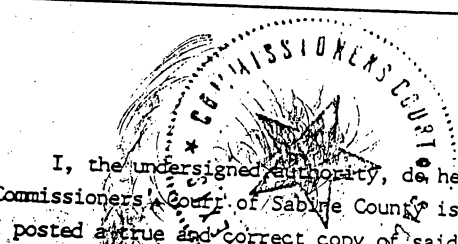
NOTICE OF MEETING OF THE
COMMISSIONERS' COURT OF
SABINE COUNTY, TEXAS

Notice is hereby given that a Special meeting of the Commissioners' Court of Sabine County will be held on the 4th day of April, 1995, at 12:00 P.M., in the County Courthouse at Hemphill, Texas, at which time the following subjects will be discussed, and acted on as deemed appropriate, to wit:

- 1. City Hall Council Chambers - General Discussion (No Minutes Taken)

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Commissioners' Court of Sabine County is a true and correct copy of the said Notice and that I posted a true and correct copy of said Notice on the bulletin board, in the County Courthouse of Sabine County in Hemphill, Texas, a place convenient to the public and said Notice was posted on March 31, 1995, at 8:30 o'clock A. M., and remained so posted continuously or at least three days immediately preceding the date of said meeting. In case of an emergency or urgent public necessity, a Notice posted two (2) hours before the meeting shall be sufficient.

Dated this 31 day of March 1995.



Janice McDaniel
JANICE MCDANIEL, COUNTY CLERK
SABINE COUNTY, TEXAS
BY Louise Clark DEPUTY



Janice McDaniel
JANICE MCDANIEL, COUNTY CLERK
SABINE COUNTY, TEXAS
BY Louise Clark DEPUTY



1. The first part of the report is a summary of the work done during the period covered by the report.

2. The second part of the report is a detailed account of the work done during the period covered by the report.

3. The third part of the report is a summary of the work done during the period covered by the report.

4. The fourth part of the report is a detailed account of the work done during the period covered by the report.

5. The fifth part of the report is a summary of the work done during the period covered by the report.

6. The sixth part of the report is a detailed account of the work done during the period covered by the report.

7. The seventh part of the report is a summary of the work done during the period covered by the report.

8. The eighth part of the report is a detailed account of the work done during the period covered by the report.

9. The ninth part of the report is a summary of the work done during the period covered by the report.

10. The tenth part of the report is a detailed account of the work done during the period covered by the report.

11. The eleventh part of the report is a summary of the work done during the period covered by the report.

12. The twelfth part of the report is a detailed account of the work done during the period covered by the report.

13. The thirteenth part of the report is a summary of the work done during the period covered by the report.

14. The fourteenth part of the report is a detailed account of the work done during the period covered by the report.

15. The fifteenth part of the report is a summary of the work done during the period covered by the report.