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STATE OF TEXAS §
 §
COUNTY OF NUECES §

**AMENDMENT NO. 1 TO
NUECES COUNTY TAX ASSESSOR-COLLECTOR
DTA AGREEMENT
Motor Vehicle License Point of Sale Sticker Lease
With
ACCESS FORD, LTD.**

WHEREAS, Nueces County and the Nueces County Tax Assessor-Collector entered into a DTA Agreement (“Agreement”) with Access Ford, Ltd. on October 12, 2005;

WHEREAS, pursuant to the Agreement Access Ford, Ltd. agreed to maintain a bond for \$80,000.00 and upon its posting a certain amount of sticker receipts, plates and receipts (“Inventory”) would be issued;

WHEREAS, Access Ford, Ltd. has requested an increase in the amount of Inventory issued necessitating an increase in the bond amount;

WHEREAS, the Agreement provides that it may be amended in writing;

NOW THEREFORE, paragraphs 8 and 9 as set out under Distributor responsibilities of the Agreement are amended to read as follows:

8. *In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this agreement are paid over to the Tax Assessor-Collector, the Distributor agrees to post a surety bond issued by a surety company or financial institution acceptable to that Tax Assessor-Collector in the amount of \$200,000.00 per dealership, naming the Nueces County Tax-Assessor Collector as an obligee on said bond.*

9. *Extend the bond on an annual basis; renew the bond before the expiration date thereof and forward a copy of such renewal to the Tax Assessor-Collector. If bond is cancelled for any reason or will be cancelled Distributor agrees to notify the Tax-Assessor immediately. Upon posting of said bond the Distributor shall be entitled to the issuance of Sticker receipts, passenger/ truck plates, and form 31s receipts pursuant to paragraph 2 hereof in any combination which total supply value shall not exceed the bond amount posted as per paragraph 8.*

All other provisions of the Agreement remain the same.

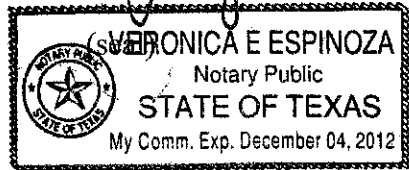
[SIGNATURE PAGE TO MOTOR VEHICLE POINT OF SALE STICKER LEASE AMENDMENT NO. 1]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1.

Distributor: Access Ford, Ltd.

Signature: *E. O. Massey, Esq.* Date: 7/30/12
Print Name: E. O. Massey
Title: President Ben Pit

Subscribed and sworn to before me this 30th day of July, 2012.
Veronica E. Espinoza
Notary Public, State of Texas



Nueces County Judge:

Signature: *Samuel Loyd Neal, Jr.* Date: 8/22/2012
Samuel Loyd Neal, Jr., Nueces County Judge

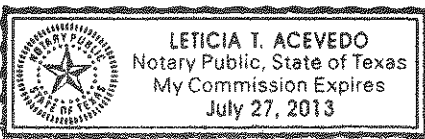


Attested: *Diana J. Barrera* Date: 8/29/2012
Signature
County Clerk, Diana Barrera

Tax Assessor-Collector:

Signature: *Kevin Kieschnick* Date: 7/23/12
Kevin Kieschnick
Nueces County Tax Assessor-Collector
901 Leopard Street, Suite 301
Corpus Christi, Texas 78401

Subscribed and sworn to before me this 23rd day of July, 2012.
Leticia T. Acevedo (seal)
Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF NUECES §

**NUECES COUNTY TAX ASSESSOR-COLLECTOR
DTA AGREEMENT
Motor Vehicle License Point of Sale Sticker Lease**

This agreement is made by and between Nueces County, ("County"), the Tax Assessor-Collector of Nueces County ("Tax Assessor-Collector") and Access Ford, Ltd., herein after referred to as the Distributor.

RECITALS

Whereas, public convenience will be furthered by authorizing the Distributor to act as an agent of the Tax Assessor-Collector in the issuance of title application/motor vehicle sales tax receipts (form 31), point of sale stickers (stickers) and license plates, hereinafter referred to as supplies, at its place(s) of business listed on the attached Exhibit "A."

Whereas, Distributor is defined as an entity through which one or more licensed motor vehicle dealerships operate. The Distributor's name and address is listed on the signature page of this agreement.

AGREEMENT

NOW THEREFORE, for the value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows:

The Tax Assessor-Collector shall:

1. Lease to the Distributor the Remote Sticker Printing System for motor vehicle registration stickers for an annual fee of \$600.00, subject to approval by the State. During the first year of equipment installation, the Distributor will be billed during the month in which the equipment is installed for a pro-rated portion of the State of Texas ("State") fiscal year that remains. Thereafter, billing will occur annually in September. Annual lease cost for equipment is subject to change annually pursuant to cost changes to the County by the State. The Distributor will be given advance notice of proposed changes in the lease.
2. Supply the Distributor with equipment, inventory of sticker receipts and supplies as needed for issuance, as well as instructions for their issuance; provided, however, that in no case shall the Tax Assessor-Collector issue to the Distributor any number of

supplies when such issuance will cause the Distributor's outstanding inventory of supplies to exceed the amount authorized in paragraph 9 hereof. Under no circumstance will Distributor keep said equipment and supplies at any location other than the location said equipment and supplies are assigned to.

3. Not furnish any supplies for the account of the Distributor other than directly to Distributor's receiving agent.

4. Audit the Distributor's books and records as it pertains to this agreement at anytime during normal work hours of the Tax Assessor-Collector.

The Distributor shall:

1. Be responsible for full repair or replacement costs for the equipment in the event the equipment leased from County and the Tax Assessor-Collector that is placed under the Distributor's control is damaged or lost. The repair cost shall be determined by the equipment service vendor under contract to the State to provide maintenance service for the equipment. The Distributor's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to the Tax Assessor-Collector by the Distributor within seven (7) days of written request by the Tax Assessor-Collector.

2. Under no circumstance keep said equipment and supplies at any location other than the location said equipment and supplies are assigned to.

3. Have its president or other person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of supplies take an oath of deputation to be given by the Tax Assessor-Collector or a notary public to serve as authorized agents for the issuance of supplies.

4. Not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of supplies until said officer, agent, or employee has been deputized by the Tax Assessor-Collector or a notary public.

5. Designate in writing one or more of its officers, agents, employees who has been deputized to serve as a receiving agent for the Distributor.

6. Upon receiving supplies from the Nueces County Tax Assessor-Collector, verify that it matches the invoice, with any discrepancies being reported to the Nueces County Tax Assessor-Collector immediately.

7. Keep the supplies in an approved fireproof safe or a secured area and assume full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector to the Distributor's receiving agent.

8. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this agreement are paid over to the Tax Assessor-Collector, the Distributor agrees to post a surety bond issued by a surety company or financial institution acceptable to the Tax Assessor-Collector in the amount of \$80,000.00, per dealership, naming the Nueces County Tax-Assessor Collector as an obligee on said bond.

9. Extend the bond for a minimum period of one year; renew the bond before the expiration date thereof. Upon posting of said bond the Distributor shall be entitled to the issuance of not more than 150 sticker receipts, 100 passenger/truck plates, 60 form 31s receipts pursuant to paragraph 2 hereof.

10. Submit a license receipt report of sales along with company check or money order for the correct amount of the sales to the Tax Assessor-Collector not less often than weekly on forms to be provided by the Tax Assessor-Collector and according to the written instructions of the Tax Assessor-Collector. These reports will include the number of receipts or stickers sold, the number of receipts or stickers voided, the number of missing receipts or stickers, and the sticker series numbers issued along with the full payment of fees collected, as well as such other information as the Tax Assessor-Collector shall, from time to time, reasonably require.

11. Assure that any report which is not in order and which does not balance or conform to the usual requirements will be returned to Distributor in its entirety for correction or clarification before it can be remitted.

12. Be responsible for, any shortages on reports.

13. Use and report all supplies in numerical sequence and return all unused or damaged supplies to the Tax Assessor-Collector in a timely fashion. Any missing supplies that are not reported must be paid for at the value arrived at by the Nueces County Tax Assessor-Collector for that period.

14. Have up to seven (7) days to research and rectify any discrepancies, missing and unaccounted for supplies. The Distributor agrees to pay for any missing or unaccounted supplies and any shortages caused by the Distributor.

15. Assume all risk if personal checks are taken in payment of fees. A money order or company check must be submitted to the Nueces County Tax Assessor-Collector for the full amount due for the reporting period. Individual's checks will not be accepted as payment. Failure by the Distributor to pay the Tax Assessor-Collector within seven (7) days the sums owed for supplies shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue supplies until all sums owed are paid.

16. During the term of this agreement, report any changes in the controller ownership to the Nueces County Tax office at once. Any such changes would automatically nullify this agreement and a new agreement would have to be executed by the new owner of the

controlling interest. It would also be necessary to audit any supplies on hand and a closing report made from the previous owner.

17. Notify the Tax Assessor-Collector at once whenever an employee ceases to act as a deputy for Distributor, as the Tax Assessor-Collector's records must be kept current and the bonding company advised of any changes. Whenever a deputy is replaced by another deputy, the new deputy must be deputized and bonded prior to assuming duties in relation to this license business.

18. Provide the authorized representatives of the Nueces County Tax Assessor-Collector and/or the Texas Department of Transportation and/or the Nueces County Auditor's office, and the County's outside audit firm, when necessary, access to the area where receipts or stickers are sold and stored, and provide the necessary assistance requested in auditing or checking receipts or stickers or supplies.

19. Be subject to audit by the Nueces County Tax Assessor-Collector, Nueces County Auditor, the Texas Department of Transportation, the Comptroller of the State of Texas, or any Certified Public Accountant designated by any one or more of the same, at any time during normal business hours of the Distributor without prior notification or at any other time or place in Nueces County, Texas, upon 24 hours notification. If the audit is to be conducted at any place other than the place of business of the Distributor designated in this contract, the Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

20. In the event that any audit or report of the Distributor discloses that any receipts or stickers or funds are missing or otherwise unaccounted for, the Tax Assessor-Collector shall be entitled to collect on the bond for payment and apply the proceeds there from against the actual damages incurred by the Tax Assessor-Collector or any of its agents, employees, or public officials. In the event that this contract is terminated by the Tax Assessor-Collector for breach by the Distributor and the Distributor fails to return all receipts or stickers, supplies, or funds within the time allowed in herein, the Tax Assessor-Collector shall be entitled to retain the entire proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to recovery of actual damages.

21. Not assign this agreement to any other party or entity.

22. In the event additional outlets are opened, increase the bond accordingly and a signed, dated Addendum to Exhibit "A" shall be required.

23. Fees charged for the issuance of title application/motor vehicle sales tax receipts, point of sale stickers and license plates shall all be in accordance with Chapter 502 of the Texas Transportation Code and other applicable laws and regulations as set out by the State of Texas. Distributor shall keep a separate account for the fees collected and a record of daily receipts. Distributor is not authorized to charge any additional fee as compensation for itself.

THE PARTIES MUTUALLY AGREE THAT:

1. The term of this contract shall commence upon receipt by the Tax Assessor-Collector of the bond herein referred to and shall continue in full force and effect thereafter until terminated by either party in accordance with the terms hereof.
2. This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Nueces County, Texas.
3. This agreement constitutes the entire agreement of the parties and any prior agreements, written or oral, are hereby superseded. This contract shall not be amended or modified, except in writing signed by Nueces County, the Nueces County Tax Assessor-Collector and Distributor. No official, agent, or employee of the Tax Assessor-Collector has the authority, expressed or implied, to orally amend or modify this contract.
4. Either party may terminate this agreement at any time for any reason upon delivery of written notice to the other party. Within seven (7) days after the date of termination, the Distributor shall return to the Tax Assessor-Collector all outstanding supplies, together with the equipment and payment of supplies issued and a final report. The Distributor will forfeit any portion of the annual lease that remains.
5. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

County: Ramiro R. Canales, TAC
Nueces County Tax Assessor-Collector
901 Leopard Street, Suite 301
Corpus Christi, Texas 78401

Distributor: Access Ford, Ltd.
3680 U.S. Hwy 77
Corpus Christi, Texas 78410

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

6. The Tax Assessor-Collector has the right to reclaim inventory at any time.
7. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give the Tax Assessor-Collector the right to immediately terminate this agreement.

8. No breach by the Distributor shall be considered an insubstantial breach.
9. Upon termination of this contract by the Tax Assessor-Collector for breach by Distributor, the Tax Assessor-Collector shall notify the Distributor of the termination in writing delivered in person to a receiving agent of the Distributor or mailed to the Distributor at the address of the Distributor set forth in this contract by certified mail, return receipt requested. Within 24 hours after the receipt by the Distributor of said notice, the Distributor shall return all supplies and fees owed to the Tax Assessor-Collector.
10. If notice is mailed, it shall be deemed received by the Distributor on the 3rd day after its mailing.
11. On or before the effective date of the termination for any reason, the Distributor shall return to the Tax Assessor-Collector all outstanding inventory of supplies and pay for any outstanding receipts or stickers issued in the final report as provided for herein.
12. In the event the Distributor opens additional outlets, the bond shall be increased accordingly and a dated Addendum to Exhibit A shall be required.
13. Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, restraints of government, or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.
14. **THE DISTRIBUTOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND NUECES COUNTY, THE TAX ASSESSOR-COLLECTOR AND ANY OF THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS RESULTING FROM INJURIES, INCLUDING DEATH, BODILY INJURY, PROPERTY DAMAGE OR ANY OTHER LOSSES ARISING OUT OF OR IN CONNECTION WITH OR IN ANY WAY ASSOCIATED WITH THE PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THE REASONABLE COSTS, INCLUDING ATTORNEY FEES, INCURRED IN THE DEFENSE OF ANY SUCH CLAIM.**
15. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall be in Nueces County, Texas.

[SIGNATURE PAGE FOLLOWS]

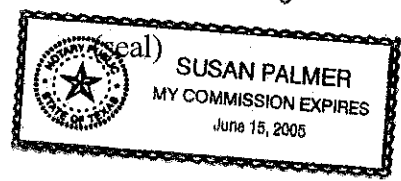
[SIGNATURE PAGE TO MOTOR VEHICLE POINT OF SALE STICKER LEASE]

IN WITNESS WHEREOF, the parties have executed this Agreement.

Distributor: Access Ford, Ltd

Signature: C. P. Massey V. Pres Date: 5-9-05
Charlie Massey
~~Owner~~ V. Pres
3680 U.S. Highway 77
Corpus Christ, Texas 78410

Subscribed and sworn to before me this 9th day of May, 2005.
Susan Palmer
Notary Public, State of Texas



Nueces County Judge: Terry Shamsie
Signature: Terry Shamsie Date: 10-12-05
Terry Shamsie, Nueces County Judge

Attested:
Signature: Diana Barrera Date: 10-12-05
County Clerk, Diana Barrera



Tax Assessor-Collector: Ramiro R. Canales, CTA
Signature: Ramiro R. Canales Date: 10-11-05
Ramiro R. Canales, CTA
Nueces County Tax Assessor-Collector
901 Leopard Street, Suite 301
Corpus Christi, Texas 78401

Subscribed and sworn to before me this 11th day of October, 2005.
Leticia T. Acevedo
Notary Public, State of Texas

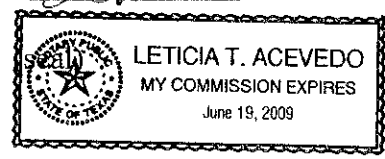


Exhibit "A"

Access Ford
3680 W. Hwy 77
Corpus Christi, Texas 78410