

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FRIDAY, MAY 30, 1997, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take appropriate action.
4. Consider any payroll changes and take appropriate action.
5. Accept payroll register for May.
6. Discuss County health insurance and take action. This was tabled from 5-12-97 meeting.
7. Item # 12 tabled at 5-12-97 meeting, giving Sheriff permission to sell cars and trailer with funds going into Sheriff's automobile fund.
8. Discuss and set policy on transporting bodies to and from autopsy sites. This was also tabled from 5-12-97 meeting. Adopt \$1.25 per loaded mile.
 - A. Mike Turner, Surveyor, has been asked to survey County owned land, possibly to use as indigent burial site.
9. Hear Robbie Clemens concerning dry fire hydrant grant.
10. Evaluate appraisal district budget and approve or send objections to the district.
11. Accept letter of resignation from Miles D. King from the HUDCO Board of Directors and consider request by Samuel Anderson, Executive Director of HUDCO to name someone to replace Mr. King.
12. Receive and place in minutes a letter from Tim Cone on his review of Upshur County School land oil and gas leases and sign leases.
13. Consider accepting agreement between J T Services and Upshur County.
14. Authorize the installation of a pay phone in the County Clerk's Office. The County Auditor will make contact for this project.
15. Hear Sheriff's Office with request for 4 additional jailers.

FILED
REX A. SHAW
COUNTY CLERK
97 MAY 27 AM 10:44
UPSHUR COUNTY, TX.
BY Rex A. Shaw
CLERK

16. Discuss a letter from Auditor Ben Shepperd concerning the County bidding process.
17. Consider the appointment of Lola Hollis and Hilda Nelms to the Upshur County Child Protection Board.
18. Commissioners Court to vote for or against construction of an expansion of the Upshur County Jail.
19. Discuss County buildings and office space on the vacated tax office space.
A. Mr. P.M. Brown has been contacted to make a Commercial Appraisal of Butler Street property.
20. Approve requesting unclaimed money fund from Upshur Rural Electric after June 1, 1997.
21. Approve interlocal agreement between Upshur County and Camp County on housing prisoners.
22. Consider a letter from TxDOT asking for an accurate and complete county road map. TxDOT has sent a map to be completed by the county along with instructions to complete map.
23. Open bids for barn for Pct. 4.
24. Hear Traci Smith and consider request by Jobs Training P.A. and T.S.T.C. to use the Rock Building temporarily. They have said they will pay the utilities, will move to Alternative School.
25. Accept for recording the contract from First National Bank as the County Depository.
26. Approve permit applications for use of Upshur County roads and right of way.



Charles L. Still
County Judge

BY _____
DEPUTY

UPSHUR COUNTY, TX.

97 MAY 27 AM 10:44

FILED
REX A. SHAW
COUNTY CLERK

UPSHUR COUNTY COMMISSIONER'S COURT

5-30-1997

Commissioner's Court met in Special Session. All members present.

1. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes of previous meeting dated 5-12-1997. Motion carried
2. Motion by Kenney Thompson seconded by Rick Jackson to approve budget amendments as presented by County Auditor. Motion carried. Copy attached.
3. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve payment of bills now due with exception of two bills pertaining to the District Judges's office. Motion carried. Copy attached.
4. No action taken on agenda item concerning payroll changes. There were none.
5. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve payroll register for month of May. Motion carried. Copy attached.
6. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve renewing contract with Health Care Partners concerning County Employee Health and Dental and Life Insurance. Also in this motion is to move from Anthem Life to Health Care Partners for the utilization review which will cost \$3.00 per person per month. Motion carried.
13. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve signing Title II-B User Agency Agreement between Jobs, Training and Services and Upshur County. Motion carried. Copy attached.
24. Mike Phillips, representative from Texas State Technical College in Marshall, met with Court to request the use of County owned Rock building thru month of June. Mr. Phillips stated a liability contract will be drawn up and all utility bills will be paid thru his organization. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve request of Mike Phillips to use Rock building until June 30, 1997. Motion carried.

7. Motion by Tommy Stanley seconded by Kenney Thompson to approve request of Sheriff to sell 3 department cars and 1 seized vehicle and a trailer with funds going back into Sheriff's automobile fund. Motion carried.

8. Motion by Tommy Stanley seconded by Rick Jackson to approve leaving the transporting of bodies to and from autopsy sites to the discretion of each J.P. Motion carried.

8A. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve accepting plat of survey of county owned property which could be used as possible site for paupers cemetery.. Also in this motion is to pay surveyor, Mike Turner for services rendered. Motion carried. Survey filed in County Clerk's office in Official Records, Volume 260 page 624. Plat of Survey filed in Volume 5 page 120 of plat records. Copy attached.

9. Motion by Gaddis Lindsey seconded by Rick Jackson to approve grant in amount of \$3,128.79 for pipe, glue etc. for dry fire hydrants in rural Upshur County. Motion carried.

10. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the Upshur County Appraisal District 1998 budget. Motion carried with Commissioner Kenney Thompson voting no.

11. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve accepting letter of resignation from Miles D. King from the Hudco Board of Directors. Also in this motion is to appoint Tommy Stanley to replace Mr. King. Motion carried.

12. Motion by Kenney Thompson seconded by Gaddis Lindsey to approve accepting for recording purposes, letter from District Attorney pertaining to his review of Upshur County School land oil and gas leases. Motion carried. Copy of letter and signed leases attached.

14. Motion by Rick Jackson seconded by Kenney Thompson to approve the installment of a pay phone in the County Clerk's office. Motion carried.

23. The following three sealed bid were submitted for a barn for Pct. 4.:

<u>Person or Company submitting bid</u>	<u>Amount of bid</u>
Noah Construction	\$61,490.00
Henson Construction	\$48,847.00
Huggins	\$58,373.00

Motion by Kenney Thompson seconded by Rick Jackson to approve tabling bid for further study. Motion carried.

15. Motion by Gaddis Lindsey seconded by Rick Jackson to approve Sheriff's office hiring two additional deputies. Motion carried.

16. No action taken on agenda item concerning letter from Auditor Ben Shepperd concerning the County bidding process.

17. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the appointment of Lola Hollis and Hilda Nelms to the Upshur County Child Protection Board.

18. Motion by Tommy Stanley seconded by Rick Jackson to approve starting procedure of expanding the Upshur County Jail. Motion carried with every Court member voting yeah.

19. No action taken on agenda item concerning discussion on County buildings and office space on the vacated tax office space.

20. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve requesting unclaimed money fund from Upshur Rural Electric after June 1, 1997. Motion carried.

21. Motion by Tommy Stanley seconded by Rick Jackson to approve interlocal agreement between Camp County and Upshur County concerning housing prisoners. Motion carried. Copy attached.

22. Other than discussion, no action taken on agenda item concerning letter from TxDOT asking for an accurate and complete county road map.

25. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve recording the contract from First National Bank as the County Depository. Motion carried. Copy attached.

26. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the following Special Road Use Agreements, Permit Applications and/or Applications for filling Abandoned Wells:

Special Road Use Agreement Contract submitted by Dean Lumber Company to haul logs on Catalpa Road.

Special Road Use Agreement Contract submitted by Steve Ralston to haul logs on Weeping Willow, Permission and White Oak.

Application for filling abandoned well submitted by Bobby Maberry. Well is located on F.M. 1404.

Application for filling abandoned well submitted by A. D. Hackler. Well is located on Longhorn Road.

Special Road Use Agreement Contract submitted by Robertson Logging to haul logs on Doe Trail.

Permit Application submitted by Chad Sheets to place a culvert in ROW of Jaguar.

Special Road Use Agreement Contract submitted by N. D. Williams Timber Company to haul logs on Raven, Owl and Zinnia.

Special Road Use Agreement Contract submitted by Laney Trucking to haul logs on Fir.

Special Road Use Agreement Contract submitted by Robertson Logging to haul logs on Sweet Williams.

Permit Application submitted by Jerry Bobo to place a culvert in ROW of Brad Street.

Special Road Use Agreement Contract submitted by Mickelboro Resources to haul logs on Kingfisher and Grouse.

Special Road Use Agreement Contract submitted by Big M Timber to haul logs on Owl and Blackman.

Special Road Use Agreement Contract submitted by Grider Logging to haul logs on Silk Tree.

Special Road Use Agreement Contract submitted by Dean Lumber Company to haul logs on Nasturtium and Poinsettia.

Special Road Use Agreement Contract submitted by Patterson & Davis to haul logs on Goat and Gorilla.

Special Road Use Agreement Contract submitted by Woodline Timber to haul logs on Silver Maple.

Special Road Use Agreement Contract submitted by Patterson and Davis Logging to haul logs on Hydrangea.

Special Road Use Agreement Contract submitted by Page Logging to haul logs on Dent.

Motion carried on all the above.

Attendance Sheet placed into minutes for matter of record only.

IRC Section 125 Plan placed into minutes for recording purposes only.

Charles Still
JUDGE CHARLES STILL

Gaddis Lindsey
COMMISSIONER GADDIS LINDSEY

Tommy Stanley
COMMISSIONER TOMMY STANLEY

[Signature]
COMMISSIONER RICK JACKSON

Kenney Thompson
COMMISSIONER KENNEY THOMPSON

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 30TH
day of MAX, 1997.

Charles J. Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy S. Stanley
Tommy Stanley, Comm. Pct. 2

Rick Jackson
Rick Jackson, Comm. Pct. 3

Charles K. Thompson
Charles K. Thompson, Comm. Pct. 4

FILED
REX A SPA
COUNTY CLERK
97 JUN -6 AM 11:39
UPSHUR COUNTY, TX.
BY _____
De FERRY

BUDGET AMENDMENT

Date: 5-30-97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following requests for additional funding:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:			RESERVE	
To:	10	450	3030	2400

Reason: *Purchase jury summons forms*

Frankie Hamberlin
Department Head *DIST CLERK.*

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 5-20-97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	411	4400	\$ 9,000.00
To:	10-	411	4495	\$ 9,000.00

Reason: Work / computer system

Mary Harris
Department Head

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 5-28-97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	665	3010	1,000.00
	10	665	3100	20.00
	10	665	4502	700.00
	10	665	5450	206.00
To:	10	665	5200	1,926.00

Reason: PURCHASE DESKTOP COMPUTER AND MONITOR AND HP LASERJET 6P

Kathy Kingford
Department Head

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 5-30-97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	<i>From Reserves</i>			
To:	15	611	3330	6000
		611	3430	8000

Reason: *To repair Bulldozer + JD Loader
10 acres of sand*

Daddis Lindsey
Department Head *PCT. 01*

Attest - County Clerk

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

09 Jun 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/30/97 thru 06/09/97

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
69370-APCA	05/30/97	UPSHUR COUNTY INSURANCE ACCO	\$3,597.90	\$3,597.90	ADP/CLAIMS; EMP. INS. COSTS; 05/30/97 PAYROLL
69371-APCA	05/30/97	PEBSO PAYROLL PROCESSING	\$2,628.10	\$2,628.10	ENTITY#52039 05/30/97 PAYROLL DEDUCTIONS
69374-APCA	05/30/97	ATTORNEY GENERAL OF TEXAS	\$510.00	\$510.00	MULTIPLE PAYORS 05/30/97 PAYROLL
69375-APCA	05/30/97	EAST TEXAS PROFESSIONAL	\$3,012.00	\$3,012.00	ETPCU/PAYROLL SAVINGS PLAN 05/30/97
69376-APCA	05/30/97	FIRST NATIONAL BANK	\$655.00	\$655.00	FNB/PAYROLL SAVINGS PLAN 05/30/97
69377-APCA	05/30/97	GILMER NATIONAL BANK	\$305.00	\$305.00	GNB/PAYROLL SAVINGS PLAN 05/30/97
69378-APCA	05/30/97	GILMER SAVINGS BANK	\$50.00	\$50.00	GSB/PAYROLL SAVINGS PLAN 05/30/97
69379-APCA	05/30/97	UPSHUR COUNTY INSURANCE ACCO	\$7,964.00	\$7,964.00	DEPENDENT INS PREMIUMS 05/30/97 PAYROLL
69380-APCA	05/30/97	RHONDA GAIL YOUNG	\$250.00	\$250.00	#281-93/JOEY YOUNG#460253977 05/30/97
69381-APCA	05/30/97	PATTI JILL YOUNG	\$240.00	\$240.00	#548-90/L W YOUNG/#417628077 05/30/97
69382-APCA	05/30/97	RUBY COOPER, DISTRICT CLERK	\$282.00	\$282.00	RONALD D BENGE/CAUSE#81-405-DR 05/30/97
69383-APCA	05/30/97	TEXAS COUNTY & DISTRICT RETI	\$42,912.20	\$42,912.20	UNIT#329 MONTHLY REPORT 05/30/97 PAYROLL
69384-APCA	HC 05/30/97	FIRST NATIONAL BANK GILMER	\$40,893.30	\$40,893.30	FICA; MEDICARE DEDUCTIONS 05/30/97
69385-APCA	HC 05/30/97	FIRST NATIONAL BANK GILMER	\$24,503.42	\$24,503.42	WITHHOLDING DEDUCTIONS 05/30/97 PAYROLL
69388-APCA	05/30/97	360 COMMUNICATIONS	\$138.58	\$126.83 \$11.75	SUP&CCP-ACCT#GM00318/MAY 9'97 BILLING JUV. PROB-ACCT#GM00626/MAY 9'97 BILLING
69389-APCA	05/30/97	A & E MILL AND WELDING SUPPL	\$116.25	\$79.00 \$12.00 \$25.25	PCT#2-OXY275, RODS PCT#2-CUST#173000/OXY275 PCT#2-ACCT#173000/CYL. RENT(ACEL, ACEM, OX275(3)
69390-APCA	05/30/97	ABC AUTO PARTS	\$11.74	\$6.95 \$4.79	CO S-CUST#9620/HALOGEN LIGHTS CO S-RELAY FOR UNIT#3
69391-APCA	05/30/97	ACCU. CHEM LABORATORIES	\$969.50	\$277.00 \$131.50 \$561.00	CCP-PROFILES 4/17-22/97 CCP-PROFILES 5/5&7/97 CCP-PROFILES/INV#73037, 73681; 74641
69392-APCA	05/30/97	ACME MAP COMPANY	\$118.75	\$118.75	CO S-TOPOGRAPHICAL CO MAP
69393-APCA	05/30/97	ADDIE RENE MORRIS	\$25.20	\$25.20	CO CLK-REIMBURSE/80mi@ 315, CO&DIST CLK MEETING
69394-APCA	05/30/97	ALBRIGHTS GARAGE	\$25.00	\$25.00	PCT#3-MUFFLER FOR UNIT 313
69395-APCA	05/30/97	ANGELA NORTON	\$62.16	\$62.16	D A-REIMBURSE/CRIM LAW COURSE, VCR TAPES

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made From 05/30/97 thru 05/08/97

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
69396-APCA	05/30/97	AT & T INFORMATION SYSTEMS	\$7 55	\$7.55	TELE. COMM-ACCT#7303179690001/MAY 12'97 BILLING
69397-APCA	05/30/97	AW'S COUNTRY STORE	\$161 29	\$17 86	PCT#1-GAS
				\$33.66	PCT#1-GAS
				\$5 54	PCT#1-DIESEL
				\$12.08	PCT#1-OIL; FLAT
				\$30.00	PCT#1-GAS
				\$14 00	PCT#1-GAS
				\$7 72	PCT#1-OIL; GLOVES
				\$33 06	PCT#1-GAS
				\$7 37	PCT#1-OIL; OIL TREATMENT
69398-APCA	05/30/97	B. J. PARNELL, M D	\$59.00	\$59 00	CD S-JAMES FULLER/MEDICAL 4/11/97
69399-APCA	05/30/97	BAILEY SUPPLY, INC	\$1,389 74	\$1,389 74	J CTR-VALVE, CART ASSY; STOP ASSY; VALVE ASSY
69400-APCA	05/30/97	BANNER PUBLISHING CO.	\$75.60	\$75.60	COMM CT-UPSHUR CO LAND BIDS(SCHOOL MINERALS)
69401-APCA	05/30/97	BARRY WALLACE, ATTY	\$150 00	\$150 00	D CT-CAUSE#403-94 INT. OF HARROFF CHILDREN 4/28/97
69402-APCA	05/30/97	BAXTER SALES CO, INC.	\$304.14	\$304 14	CO JAIL-CUST#100950/TOWELS; TISSUE
69403-APCA	05/30/97	BEN SHEPPERD	\$583.74	\$30 30	NON. DEPT-REIMBURSE/FAX PAPER
				\$71 19	CO AUD-REIMBURSE/226mi@ 315. AUDIT FIXED ASSETS INVENTORY
				\$482 25	CO AUD-REIMBURSE/330mi@ 315ea; LODGING, MEALS(A UD INSTIT@AUSTIN)
69404-APCA	05/30/97	BISHOP & BISHOP, P. C.	\$250.00	\$250 00	D CT-CAUSE#11,525 JAMES D FOSTER 4/23/97
69405-APCA	05/30/97	BOB BARKER CO., INC	\$368 07	\$200 38	CO JAIL-(10)cs. QUICK SHAVE
				\$167 69	CO JAIL-(36)JAIL NAVY T-SHIRT
69406-APCA	05/30/97	BOGEL SALES INC.	\$511.30	\$511 30	CO BLDGS-CUST#870210/TOWELS; TRASH LINERS, CLEANER; TISSUE
69407-APCA	05/30/97	BRAD MORIN	\$250 00	\$250 00	D CT-CAUSE#11,826 MICHAEL PATTERSON
69408-APCA	05/30/97	BRIGHTON PUBLICATIONS, INC	\$122.50	\$122 50	CO LIB-10 BOOKS
69409-APCA	05/30/97	BRODART CO	\$577.10	\$577 10	CO LIB-ACCT#4233982/47 BOOKS
69410-APCA	05/30/97	BURBA'S COMPUTER ENTERPRISES	\$450 00	\$450 00	COMPUTER-OFFICE NETWORKING(D CT, 23hrs)
69411-APCA	05/30/97	CALAME, LINEBARGER&GRAHAM	\$4,669 14	\$4,669 14	CO TAX-APRIL '97 DELINQUENT TAX COLLECTED
69412-APCA	05/30/97	CHARLES P ANDERSON, MD PA	\$61 00	\$61 00	JUV PROB-MEDICAL TREATMENT/B F. 5/1/97
69413-APCA	05/30/97	CHEVRON U S A INC	\$100 89	\$100 89	CO S-ACCT#789-878-984-2/CASOLINE

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

09 Jun 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/30/97 thru 06/08/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
69414-APCA	05/30/97	CHILDERS & SONS REPAIR	\$28.80	\$28.80	CCP-(2)SIX PK OIL
69415-APCA	05/30/97	CHRISTINA W. WALLACE, C S P	\$80.00	\$80.00	D CT-COURT REPORTING 1/29/97 (AG)
69416-APCA	05/30/97	CITY DRUG COMPANY	\$13.44	\$13.44	SUP-PICTURES
69417-APCA	05/30/97	CITY OF OILMER	\$1,668.99	\$225.04	CO CTH-ACCT#130274000/MAY 19'97 BILLING
				\$101.00	ROCK. BLDG-ACCT#130345000/MAY 19'97 BILLING
				\$33.00	CO. TAX-ACCT#120151000/MAY 19'97 BILLING
				\$15.00	911-ACCT#010076050/MAY 19'97 BILLING
				\$15.00	PORTER. BLDG-ACCT#120171000/MAY 19'97 BILLING
				\$1,279.95	J CTR-ACCT#010067500/MAY 19'97 BILLING
69418-APCA	05/30/97	CLASSEN-BUCK SEMINARS, INC	\$289.00	\$289.00	CONST#2-(1)CHILD ABUSE/CRIME SCENE&ARREST SEARCH; USE OF FORCE
69419-APCA	05/30/97	CLERK. SUPREME COURT OF TEXA	\$303.00	\$68.00	D. A-ANGELA NORTON, ASSIT DA/MEMBERSHIP FEE
				\$235.00	D. A-TIM CONE, DA/MEMBERSHIP FEE
69420-APCA	05/30/97	CLIFF'S FOOD MARKET	\$3.98	\$3.98	PCT#1-GLOVES
69421-APCA	05/30/97	COLUMBIA L R M C	\$409.20	\$409.20	CO S-JACKIE R FULLER/MEDICAL 3/9/97
69422-APCA	05/30/97	COMMUNITY HEALTH CLINIC (JJ)	\$59.54	\$59.54	IND-ANGELA RALEN RITTER/MEDICAL 4/22/97
69423-APCA	05/30/97	COMMUNITY REHABILITATION	\$400.00	\$400.00	CCP-APRIL '97 CONTRACT SERVICES
69424-APCA	05/30/97	COMPLETE BUSINESS	\$1,976.64	\$1,500.00	911-RICOH 3213 COPIER/VENDOR#208876
				\$88.83	CO LIB-CUST#LN0461/COPY COUNT CONT (3922 COPIES MADE 04/01/97-05/01/97)
				\$4.00	DA-CUST#LN5154/TONER (6)
				\$3.50	CO LIB-CUST#LN0461/TONER (2)
				\$23.65	D. A-CUST#LN0461/RICOH F4418(1752 COPIES MADE 04/01/97-05/01/97)
				\$147.78	CO. CLK-CUST#LN0461/RICOH F5540(10947 COPIES MADE 04/01/97-05/01/97)
				\$81.70	D CLK-CUST#LN0461/RICOH F5520(6052 COPIES MADE 04/01/97-05/01/97)
				\$127.18	SUP-INV#56379, 56377, 56265/MAINT COPIES
69425-APCA	05/30/97	CONTINENTAL BAKING CO.	\$206.25	\$18.75	CO. JAIL-25 LOAVES BREAD
				\$75.00	CO JAIL-100 LOAVES BREAD
				\$75.00	CO JAIL-(100)loaves OF BREAD
				\$37.50	CO JAIL-(50)LOAVES OF BREAD
69426-APCA	05/30/97	COURT REPORTING SERVICES	\$240.00	\$160.00	D CT-COURT REPORTING 04/24/97
				\$80.00	D CT-COURT REPORTING 05/07/97
69427-APCA	05/30/97	CROLEY FUNERAL HOME	\$995.00	\$995.00	NON DEPT-INDIGENT BURIAL/H. HATTAWAY
69428-APCA	05/30/97	D & W PRINTING COMPANY	\$393.80	\$393.80	D JUDGE-LETTERHEADS, ENVELOPES

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OPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

09 Jun 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/30/97 thru 06/05/97

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Check #	HC	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
69429-APCA		05/30/97	DALLAS COUNTY INSTITUTE OF F	\$1,600.00	\$1,600.00	JP#1&3-#7971/CALVIN GREEN&JOHN. PEOPLES
69430-APCA		05/30/97	DARBY EQUIPMENT COMPANY	\$13.48	\$13.48	PCT#2-PLUGS, OIL CAP
69431-APCA		05/30/97	DARR EQUIPMENT COMPANY	\$402.30	\$402.30	PCT#4-CUST#8727400/CUTTING, END EDGE, BOLT, NUT
69432-APCA		05/30/97	DAYTOP VILLIAGE INC.	\$600.00	\$600.00	JUV. PEER-APRIL '97 PLACEMENT EXPENSES/K L.
69433-APCA		05/30/97	DEANNA DRENNAN	\$85.00	\$85.00	D CT-CAUSE#11, 732/JACK ODOM (STATE OF. FACTS)
69434-APCA		05/30/97	DEMCO	\$46.22	\$46.22	CO LIB-CUST#420196270/LABELS, DATE-DUE CARDS, SHIPPING
69435-APCA		05/30/97	DON METCALFE	\$107.23	\$107.23	D CT-VISITING JUDGE 4/17/97
69436-APCA		05/30/97	DONA FLIPPO	\$38.92	\$38.92	911-REIMBURSE/MEALS (TREY PATTILLO) INSTRUCTOR FOR CLASS
69437-APCA		05/30/97	DWIGHT A BRANNON	\$1,925.00	\$1,200.00	D CT-CAUSE#11, 092 JASON SHANE MOSES
					\$725.00	D CT-CAUSE#309-95 JERRY BEGGS
69438-APCA		05/30/97	EAST TEXAS COUNCIL OF GOVERN	\$4,160.00	\$4,160.00	ISP-REIMBURSEMENT/OVERPAYMENT FOR REG DETENTION GRANT
69439-APCA		05/30/97	EAST TEXAS INSURANCE AGENCY	\$142.00	\$71.00	COMM CT-NOTARY BOND&FILING FEE/JO ANN LOFTIS
					\$71.00	CO S-NOTARY BOND & FILING FEE/DARLENE BARBER
69440-APCA		05/30/97	EAST TEXAS MEDICAL	\$382.20	\$382.20	CO JAIL-JAMES FULLER/MEDICAL 4/11/97
69441-APCA		05/30/97	EAST TEXAS MEDICAL CENTER	\$1,068.99	\$36.60	CO JAIL-DEANA WILLIAMSON/MEDICAL 4/8/97
					\$36.60	CO JAIL-DARRELL L WHITE/MEDICAL 4/8/97
					\$439.00	CO S-JAMES O FULLER/MEDICAL 4/7/97
					\$245.70	CO JAIL-JAMES O FULLER/MEDICAL 4/7/97
					\$221.60	CO JAIL-JAMES O FULLER/MEDICAL 4/7/97
					\$70.14	IND-JIMMIE L. CAMMACK/MEDICAL 4/18/97
					\$19.35	IND-DIANA CHAPARRO/MEDICAL 4/23/97
69442-APCA		05/30/97	EAST TEXAS PHYSICI	\$165.00	\$165.00	CO JAIL-JAMES FULLER/MEDICAL 4/7/97
69443-APCA		05/30/97	ELWELL'S OIL & LUBE	\$17.00	\$17.00	CO S-CHEVY CAPRICE/OIL, FILTER, LABOR
69444-APCA		05/30/97	ERVIN SMITH	\$5,500.00	\$5,500.00	PCT#1-10acres OF TOPSOIL, SAND&GRAVEL (14acre TRACT OFF 1649)
69445-APCA		05/30/97	EXPRESS LUBE DBA	\$194.10	\$26.95	CO S-(M DAVIS)OIL, FILTER, LABOR
					\$18.95	CO S-FORD LIC#710132/OIL, FILTER, LABOR
					\$18.95	CO S-UNIT#5/OIL, FILTER, LABOR
					\$18.95	CO S-UNIT#6/OIL, FILTER, LABOR
					\$18.95	CO S-UNIT#2-OIL, FILTER, LABOR
					\$37.45	CO S-UNIT#4/OIL, FILTER, LABOR, INSPECTION
					\$26.95	CO S-UNIT#15/OIL, FILTER, LABOR

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THE SOFTWARE GROUP, INC.

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$26 95	CO S-UNIT#30/OIL; FILTER; LABOR; WIPER BLADE
69446-APCA	05/30/97	FEDERAL WAGE & LABOR	\$26 30	\$26.30	CO. BLDG-POSTERS, SHIPPING & HANDLING
69447-APCA	05/30/97	FRANKIE HAMBERLIN	\$25 52	\$25.52	D. CLK-REIMBURSE/Simie. 315(CO&DIST. CLK MEETING@TYLER)
69448-APCA	05/30/97	LEON VINES	\$794 00	\$794 00	CO TAX-COUNTER TOP; EDGE BANDS
69449-APCA	05/30/97	FUTURE EQUIPMENT CO, INC	\$974 92	\$974 92	PCT#4-BOOMAX REPAIR PARTS
69450-APCA	05/30/97	GADDIS LINDSEY	\$190.25	\$190.25	COMM CT-REIMBURSE/LODGING; MEALS, PARKING; GAS(A USTIN TRIP)
69451-APCA	05/30/97	GALL'S INC.	\$912 85	\$202.91	CO S-PORTA CLIP RADIO; FLASHLIGHT RING, HOLSTER, BELT
				\$334.97	CT. H. SECURITY-(2)GARRETT HAND-HELD SUPER SCANNERS
				\$374 97	CO S-(1)WHELEN HANDS FREE SIREN, FORWARN 100 WT SPEAKER
69452-APCA	05/30/97	GENERAL TELEPHONE COMPANY	\$2,741 71	\$2,711 99	TELE COMM-#843-3083/MAY 13'97 BILLING
				\$29.72	TELE. COMM-#636-9970/MAY 13'97 BILLING
69453-APCA	05/30/97	GEORGE P. BANE, INC.	\$173 92	\$173.92	PCT#3-ACCT#91937/SEALS; O'RING, SHAFT, FREIGHT
69454-APCA	05/30/97	GILMER CABLE TV CO., INC.	\$11,554 99	\$10,516 13	COMPUTER-FURNISH&INSTALL FIBEROPTIC CABLE(PROPOSAL)
				\$552.86	COMPUTER-ADDITIONAL MAN HRS REPAIRING FIBER@911 BLDG
				\$421 00	NON DEPT-ACCT#15446/JUNE 1'97 BILLING
				\$65 00	CO JAIL-ACCT#13891/JUNE 1'97 BILLING
69455-APCA	05/30/97	GILMER DRUG COMPANY	\$252 87	\$6 32	CO JAIL-BAND AIDS, JACK ODDM/PRESCRIPTION
				\$15.39	CO. JAIL-WALTER BIRCHER/PRESCRIPTIONS
				\$6.96	CO JAIL-JACKIE FULLER/PRESCRIPTION
				\$6 99	911-CASE OF COKES
				\$93 11	CO JAIL-FONZELL JACKSON/PRESCRIPTION
				\$122 10	CO JAIL-D WILLIAMSON, W BIRCHER, K PETRICK/PRES CRPTIONS
69456-APCA	05/30/97	GILMER LUMBER-COMPANY INC.	\$32 65	\$4 95	CO BLDG-(1)MAIL DROP FOR MOTOR BANK BLDG
				\$27.70	CO TAX-LATEX PRIMER, SANDPAPER, STEEL WOOL
69457-APCA	05/30/97	GILMER OFFICE CENTER	\$336 27	\$18 34	CO S-WALL FILE POCKETS
				\$258 00	SUP-(20)CS COPY PAPER, INK STAMPS
				\$5.00	"911"-COLORED COPY PAPER
				\$4.58	"911"-PEN; CLIPBOARD
				\$29 95	I C -LETTER-SIZE FILE FOLDERS
				\$20 40	SUP-SUPPLIES

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69458-APCA	05/30/97	GOOD SHEPHERD MEDICAL CENTER	\$257.49	\$35.00	CO JAIL-ACCT#29912987/CYRUS EUGENE WESLEY 4/9/97
				\$222.49	IND-TERRY WELLS/MEDICAL 4/29/97
69459-APCA	05/30/97	GOVERNMENT RECORDS SERVICES	\$4,971.16	\$4,971.16	CO CLK-ACCT#3097/APRIL 30'97 MICRO FILMING&INDEXING
69460-APCA	05/30/97	GREGG CO JUVENILE PROBATION	\$120.00	\$120.00	CJD-APRIL '97 DETENTION
69461-APCA	05/30/97	GWEN LODEN, ATTY AT LAW	\$717.50	\$717.50	D CT-CAUSE#313-96 JP RAVEN STILL&JAMES E LOWE CHILDREN 5/7/97
69462-APCA	05/30/97	H&D TIRE & AUTOMOTIVE	\$5,373.37	\$45.20	PCT#1-BELTS; V-BELTS (2); GRIP CHUCK; PLUG
				\$46.06	CO BLDG-ELECTRICAL BOX COVERS; 300 WT BULBS
				\$9.07	PCT#1-BELTS
				\$6.63	CO BLDG-MASK; DRILL BIT
				\$40.32	PCT#2-BEARINGS (2); SEAL
				\$31.82	PCT#1-COIL; MODULE
				\$52.00	PCT#3-LABOR-REPAIR & MOUNT TIRES
				\$26.32	PCT#3-HYDRAULIC HOSE, HYDRAULIC FITTINGS(2)
				\$34.00	PCT#3-HYDRAULIC OIL
				\$9.95	CO LIB-TEFLON TAPE, SUPPLY LINE; WRENCHES
				\$21.64	CO BLDG-FLUORESCENT BULBS; BRACKET
				\$33.92	PCT#2-TUBES (2); PVC L'S (4)
				\$27.55	PCT#2-GREASE GUN & HOSE
				\$1.16	CO BLDG-UTILITY(EMERY) CLOTH
				\$10.42	CO BLDG-PLYERS; WRENCH
				\$14.83	PCT#2-OIL SEAL
				\$11.14	PCT#1-WIRE TERMINALS; SWITCH
				\$28.55	PCT#3-BRUSHES(2); TOOL
				\$14.16	CO BLDG-PAD LOCK; HYDRAULIC OIL
				\$6.56	PCT#3-CABLE CLAMPS, EZE-MIX
				\$7.16	CO BLDG-HEX KEY
				\$15.74	CO BLDG-PIPE WRENCH
				\$2.06	PCT#3-VELCRO STRIPS
				\$113.21	PCT#1-BATTERY; RECYCLE FEE; VOLTAGE REGULATOR; 100 WT BULBS
				\$38.00	PCT#3-FENCE STRETCHER
				\$7.96	CO S-LABOR; KEYS
				\$32.20	PCT#1-TAPE; BROOM
				\$53.76	PCT#3-HYDRAULIC FITTINGS; CONNECTORS
				\$10.24	PCT#1-GAS CAN; HAND CLEANER
				\$16.42	CO BLDG-BIT; TAPE; ELECTRICAL TAPE
				\$13.44	CO BLDG-SPRAY PAINT, TAPE & SANDPAPER
				\$379.58	PCT#2-TIRES; RECYCLE FEE; TUBES
				\$59.44	PCT#1-FILTER; FLOOD LIGHT
				\$1.24	PCT#3-BOLTS
				\$1.17	PCT#3-BRASS FITTING & BUSHING
				\$3.59	PCT#2-COUPLING
				\$3.32	CO BLDG-PADLOCK
				\$21.10	PCT#4-RIVETS; GLOVES

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$21 06	PCT#2-THERMOSTAT, ROD; GASKET
				\$55.74	PCT#1-DIE; TAP; NUTS
				\$46.29	PCT#2-BEARING
				\$0.98	CO BLDG-KEY
				\$4.80	PCT#1-EZE-MIX
				\$15.94	PCT#3-RADIATOR HOSE; LOCK
				\$25.79	PCT#2-SOLONOID; FLASHER
				\$8.93	CO. BLDG-PICK SET(WELDING SUPPLY); KEY
				\$9.30	PCT#2-WELDING LENS; WEATHER CAP
				\$8.00	CO. S-LABOR
				\$1.79	CO. BLDG-PLUG
				\$77.00	CO S-BATTERY; RECYCLE FEE
				\$2.15	CO. BLDG-RED SPRAY PAINT
				\$36.36	PCT#1-FILTERS (3); PUSH-PULL CONTROL; LUG WRENCH
				\$3.77	CO JAIL-PUTTY KNIFE
				\$179.62	PCT#1-TIRES, RECYCLE FEE; TUBES (3)
				\$4.49	CO. BLDG-NOZZLE
				\$9.43	CO BLDG-RATCHET DRIVE
				\$201.24	PCT#1-TIRES, RECYCLE FEE; TUBES
				\$14.95	PCT#1-GLOVES
				\$8.46	CO BLDG-LANTERN BATTERIES
				\$14.35	CO S-BRUSHES (2); BROOM; ENGINE DEGREASER
				\$24.11	PCT#3-BALLAST
				\$103.80	PCT#3-CONTROL VALVE(AUTOMOTIVE); FREIGHT
				\$19.99	CO S-TEMP. GAUGE
				\$40.79	CO. S-EMORY CLOTH (40 SHEETS); WIRE BRUSHES (3)
				\$8.15	CO BLDG-DRILL BIT, SCREWS
				\$86.29	PCT#3-CHAIN, GAS CAN; GRAB HOOKS; FLOOR MATS
				\$732.36	PCT1,2,3&4-TIRES, TUBES & RECYCLE FEE FOR HAUL TRUCK; PCT1,2,3&4-TIRES, TUBES & RECYCLE FEE FOR HAUL TRUCK, PCT1,2,3&4-TIRES, TUBES & RECYCLE FEE FOR HAUL TRUCK, PCT1,2,3&4-TIRES, TUBES & RECYCLE FEE FOR HAUL TRUCK
				\$25.28	PCT#1-SEALERS; SEALS
				\$141.30	PCT#2-TIRES; RECYCLE FEE
				\$520.52	PCT#2-TIRES; RECYCLE FEE; TUBES
				\$372.81	CO S-FLOOR MATS; KEYS (6); TIRES, RECYCLE FEE; LABOR
				\$36.50	PCT#3-TUBE; BOOT
				\$42.70	PCT#3-"O" RING; VENT-SHADE
				\$15.11	CO BLDG-DRILL BIT
				\$24.27	CO BLDG-ANCHORS, BITS (3)
				\$4.80	PCT#3-EZE-MIX
				\$4.86	PCT#1-WIPER BLADES
				\$759.16	PCT#2-TIRES, RECYCLE FEE; TUBES
				\$10.00	CO S-LABOR
				\$6.67	PCT#1-WIPER BLADES; HAND CLEANER
				\$11.41	PCT#1-FUEL INJECTION CLEANER; FILTER
				\$21.14	PCT#1-ROTOR; CAP

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				\$8 85	PCT#2-PAINT BRUSH; PAINT; LIGHT BULBS
				\$23 70	CO S-GLOVES
				\$70 57	PCT#2-CAP; WHEEL CYLINDER
				\$4. 10	PCT#2-FUSES
				\$61.86	PCT#1-HYDRAULIC OIL; WD-40; SOLVS-IT
				\$122.67	PCT#2-MASTER CYLINDER
				\$34 00	PCT#3-COUPPING, BUSHING & "L'S"; HYDRAULIC HOSE & FITTINGS
				\$11 69	CO BLDG-5 GAL CEMENT
				\$25 13	PCT#1-BATTERIES(C, D & 6-VOLT); HALLOGYN BULBS
				\$18.04	CO BLDG-5-GAL WET/DRY PATCH; PAINT THINNER
				\$7.65	PCT#1-FILTER
				\$32 33	CO BLDG-KEYS; DURACELL 6-VOLT BATTERY; SLICK-50
				\$39 95cr	PCT#3-RETURNED WEATHERCAP
				\$8 20cr	PCT#1-RETURNED V-BELT
				\$12.46cr	PCT#2-RETURNED SEAL
69463-APCA	05/30/97	HEALTHCARE PARTNERS	\$11,082 75	\$11,082.75	125 PLAN CONTRIBUTIONS 04/30/97 PAYROLL (106 EMP)
69464-APCA	05/30/97	HENDERSON COUNTY SHERIFF	\$50 00	\$50 00	NON DEPT-CAUSE#430-96 VISE vs WHITAKER(SUBPOENA)
69465-APCA	05/30/97	HERBERT L. YOUNG	\$6,149 72	\$1,597.42	PCT#2-(925)gals. DIESEL(910)gals. UNLEAD PREM GAS
				\$19 13	CO S-GASOLINE/16 GALS @ \$1 196
				\$2,072 00	PCT#2-(1635)gals DIESEL(910)gals. UNLEAD PREM. GAS
				\$74 63	DA-GASOLINE
				\$51.80	CONST PCT#2-GASOLINE/43 GALS.
				\$2,317 71	CO S-GASOLINE
				\$17 03	WASTE-(16)gals. LEAD REG. GAS
69466-APCA	05/30/97	HEWITT CORP.	\$3,128.79	\$3,128 79	NON DEPT-DRY HYDRANTS/PIPE&MATERIALS FOR 13 HYDRANTS
69467-APCA	05/30/97	HONEY STOP FOOD MARTS. INC	\$18 57	\$18 57	PEER-APRIL '97/GAS FOR VAN
69468-APCA	05/30/97	INGRAM LIBRARY SERVICES	\$453 44	\$453 44	CO LIB-ACCT#2083975/42 BOOKS
69469-APCA	05/30/97	IRVIN TIRE COMPANY	\$153.39	\$96.44	D A-SERVICE TRANSMISSION; LABOR
				\$12 00	CO S-STEM, BALANCE; MT. DISMT
				\$44 95	D A-WIPER BLADES, TRANS. FLD.
69470-APCA	05/30/97	JAMES PUBLISHING	\$195 00	\$195 00	D A-GREENWOOD/SCHULMAN TX CRIM LAW REPORTER; 1YR.
69471-APCA	05/30/97	JAMES R. BRUCE, M D , F C A P	\$750 00	\$750 00	D CT-CAUSE#11,678/EXPERT WITNESS IN CASE
69472-APCA	05/30/97	JAMES R HAGAN	\$2,500 00	\$2,500 00	D CT-CAUSE#11,678 ROGER SMITH RENEAU

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69473-APCA	05/30/97	JAMES STOKER	\$632 00	\$632 00	PCT#1-(15B)loads SAND@\$.4.00per. load
69474-APCA	05/30/97	JAN WILLIAMS	\$6. 21	\$6 21	CO LIB-REIMBURSE/MEAL@NETLS WORKSHOP
69475-APCA	05/30/97	JOE'S RESTAURANT EQUIPMENT	\$220 00	\$220. 00	PCT#1&4-ICE MACHINE RENT/APRIL&MAY'97
69476-APCA	05/30/97	JOHN DEERE CREDIT	\$1,489 19	\$1,489. 19	PCT#2-ACCT#17-999994161/JD WHEEL LOADER(6'97)
69477-APCA	05/30/97	JOHN DEERE CREDIT	\$853 40	\$853 40	PCT#2-INV#101852/ACCT#999994161/TRACTOR BACHHOE(6'97)
69478-APCA	05/30/97	JOYCE MORRISON	\$23 31	\$23. 31	CO. LIB-REIMBURSE/74mi@. 315ea; TYLER FOREST TRAILS MEETING
69479-APCA	05/30/97	KATHY LANGFORD	\$94 70	\$94 70	CO EXT-REIMBURSE/LODGING; MEALS(CHILD CARE CONF)
69480-APCA	05/30/97	KIRBY RESTAURANT SUPPLY	\$179. 95	\$110 00	CO. JAIL-ACCT#7009/DISHWASHER SERVICE 04/06/97-05/03/97
				\$69 95	CO. BLDGS-ACCT#7009/CAN OPENER
69481-APCA	05/30/97	LIDLAW WASTE SYSTEMS	\$305 00	\$305 00	WASTE-ACCT#070-20342/RENTAL 4/1-30/97
69482-APCA	05/30/97	LAUREN PARISH	\$265. 00	\$235. 00	D. CT-REIMBURSE/SUPREME CT. OF TX(STATE BAR OF TX 6/97-5/98)
				\$30 00	D CT-REIMBURSED/JUDICIAL SECTION DUES 6/97-5/98
69483-APCA	05/30/97	LAW ENFORCEMENT SYSTEMS, INC	\$66 85	\$66 85	CO S-WARNING TICKETS; ALUMINUM TICKET HOLDER; SHIPPING
69484-APCA	05/30/97	LONG MOTOR COMPANY, INC	\$121 65	\$121 65	PCT#1-INSTALL STARTER UNIT IN UNIT#121. LABOR
69485-APCA	05/30/97	LONGVIEW ALTERNATOR	\$66 93	\$66 93	PCT#1-STARTER REPAIR. LABOR
69486-APCA	05/30/97	LONGVIEW ASPHALT INC.	\$2,167 62	\$627 76	PCT#2-CUST#221772/OIL DIRT(23. 25 TON @ \$23. 50)
				\$1,291. 70	PCT#2-(47 84)TONS OIL DIRT
				\$248 16	PCT#2-CUST#221772/OIL DIRT(10 56 TON @ \$23 50)
69487-APCA	05/30/97	M R. PATTON	\$250 00	\$250 00	D. CT-CAUSE#11.611 BILLY SMITH
69488-APCA	05/30/97	MAYHAN FABRICATORS, INC	\$30 00	\$30 00	DA-CUST#514 5/FABRICATED SIGN POST
69489-APCA	05/30/97	MED SHOP	\$35 00	\$35 00	D A-RANDALE MURRELL/HOT CK RESTITUTION
69490-APCA	05/30/97	MELINDA SMITH	\$257. 64	\$257 64	JUV PROB-REIMBURSE/LODGING@CORPUS CHRISTI MEETING
69491-APCA	05/30/97	MICHAEL MARTIN, ATTY	\$500 00	\$250 00	D CT-CAUSE#11.090&11.574 GLENDA DELL JONES

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			\$250.00		D. CT-CAUSE#11, 858 CHARLES JEFFERY
69492-APCA	05/30/97	MIKE PAPPAS, DALLAS CD CONST	\$45.00	\$45.00	NONE. DEPT-CAUSE#430-96 VISE vs WHITAKER(SUBPOENA)
69493-APCA	05/30/97	MOORE MEDICAL CORP.	\$79.88	\$79.88	CO JAIL-CUST#0421888/MEDICAL SUPPLIES
69494-APCA	05/30/97	NANCY THOMPSON	\$34.56	\$34.56	CO LIB-REIMBURSE/90mi@ 315;MEAL(TNETLS@KILGORE)
69495-APCA	05/30/97	NATIONSBANK OF DELAWARE, N.A	\$2.46	\$2.46	SUP-ACCT#5342880011049013/APRIL 24'97 BILL
69496-APCA	05/30/97	OFFICE DEPOT, INC.	\$159.97	\$159.97	SUP-EASEL, BLK. CASE
69497-APCA	05/30/97	PEGGY PEACOCK	\$90.00	\$90.00	CO CT-COURT REPORTING 05/08/97
69498-APCA	05/30/97	PEGGY S. GARRON	\$1,000.00	\$1,000.00	D CT-CAUSE#313-96 JD RAVEN STILL&JAMES LOWE/MINOR CHILDREN 2/4&5/97
69499-APCA	05/30/97	PHILLIPS PETROLEUM COMPANY	\$4.08	\$4.08	CO S-ACCT#699 268 475 0/GASOLINE
69500-APCA	05/30/97	PITNEY BOWES	\$731.21	\$587.76	NON DEPT-ACCT#1288928/PARAGON EQUIP MAINT
				\$143.45	NON DEPT-S#8212429/POSTAGE METER RENTAL 6/97-9/97
69501-APCA	05/30/97	PRIMARY CARE ASSOCIATES	\$50.00	\$50.00	SUP-TB TESTS
69502-APCA	05/30/97	PROBATION PAROLE COMPACT ADM	\$50.00	\$50.00	SUP-(1)PPCAA INTERSTATE COMPACT MANUAL
69503-APCA	05/30/97	PROFESSIONAL FOOD SYSTEMS	\$939.71	\$503.81	CO JAIL-CUST#17130/ASSORTED FOODS
				\$435.90	CO JAIL-CUST#17130/ASSORTED FOODS
69504-APCA	05/30/97	PROFESSIONAL TECHNICAL ASSIS	\$161.90	\$41.90	PCT#1-ANTENNA PARTS
				\$25.00	PCT#1-REPAIR MICROPHONE-LABOR
				\$95.00	PCT#1-REPAIR RADIO-PARTS; LABOR
69505-APCA	05/30/97	QUALITY COPIER SERVICE	\$110.00	\$110.00	D CLK-REPAIR&CLEAN HP11, PAPER FEED
69506-APCA	05/30/97	GUILL CORPORATION	\$295.63	\$295.63	SUP-ACCT#49034/SUPPLIES
69507-APCA	05/30/97	R. D. CROSS	\$24.21	\$24.21	CO S-REIMBURSE/TRIP TO AUSTIN
69508-APCA	05/30/97	RICHARD A BOSWORTH	\$388.47	\$347.08	D CT-VISITING JUDGE 2/10-14 & 2/17-21/97
				\$41.39	D CT-VISITING JUDGE
69509-APCA	05/30/97	RICK JACKSON	\$124.25	\$124.25	COMM CT-REIMBURSE/LODGING@AUSTIN
69510-APCA	05/30/97	RICK'S TIRE SERVICE	\$50.00	\$25.00	PCT#1-FLAT REPAIR
				\$25.00	PCT#1-SERVICE CALL; TIRE MOUNT
69511-APCA	05/30/97	RIVER CITY PRODUCTIONS	\$240.00	\$240.00	911-ON SITE 911 SYSTEM EVALUTION & REPORT

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69512-APCA	05/30/97	ROADWAY OIL CO, INC.	\$8,737.05	\$2,800.56 \$5,936.49	PCT#4-ROAD OIL/133 36 BBLs @ \$21.00 PCT#4-28269 BBLs. ROAD OIL @ \$21.00
69513-APCA	05/30/97	ROBERT D BENNETT	\$250.00	\$250.00	D CT-CAUSE#11,022 RICKY RAY
69514-APCA	05/30/97	SALEM PRESS, INC.	\$307.00	\$307.00	CO. LIB-WORLD AUTHORS
69515-APCA	05/30/97	SANDY LIVENGOOD	\$150.00	\$150.00	D CT-CAUSE#373-94 CYNTHIA EBERT 5/2/97
69516-APCA	05/30/97	SASSI INSTITUTE	\$160.00	\$160.00	CCP-ADULT SCANTRON FORMS
69517-APCA	05/30/97	SCHWAAB, INC.	\$457.00	\$411.30 \$45.70	D. CLK-PREINKED STAMPS(13) D. A-(1)DURA DATER STAMP
69518-APCA	05/30/97	SCOTT-MERRIMAN, INC	\$203.87	\$145.36 \$58.51	JP#1-(1)VOL. CRIM DOCKET JP#2-CUST#UPO1/WRIT OF SEQUEST, FREIGHT
69519-APCA	05/30/97	SHARON WATER SUPPLY CORP.	\$17.92	\$17.92	PCT#4-ACCT#1133/MAY 23'97 BILLING
69520-APCA	05/30/97	SOUTHWESTERN BELL TELEPHONE	\$3.30	\$3.30	D CT-ACCT#214-106-2236-218-3/TELEPHONE SERVICE
69521-APCA	05/30/97	SOUTHWESTERN ELECTRIC POWER	\$4,203.95	\$2,747.33 \$117.91 \$408.06 \$41.05 \$83.69 \$90.64 \$191.00 \$524.27	J CTR-ACCT#71686/MAY 14'97 BILLING BANK ANNEX-ACCT#254113695/MAY 14'97 BILLING BANK ANNEX-ACCT#25410695/MAY 14'97 BILLING PORTER BLDG-ACCT#55685/MAY 14'97 BILLING CO LIB-ACCT#403669/MAY 16'97 BILLING ROCK BLDG-ACCT#40681/MAY 19'97 BILLING ROCK BLDG-ACCT#359669/MAY 16'97 BILLING CO LIB-ACCT#66685/MAY 19'97 BILLING
69522-APCA	05/30/97	STANLEY INDUSTRIAL TIRES	\$395.00	\$395.00	PCT#3-TIRE FOR WHEEL LOADER
69523-APCA	05/30/97	STORY-WRIGHT INC	\$111.50	\$111.50	I C-CUST#587339/T W PAPER BOND
69524-APCA	05/30/97	SUN COUNTRY	\$673.36	\$673.36	CO LIB-(55)BOOKS ORDERED
69525-APCA	05/30/97	SYSCO FOOD SYSTEMS, INC.	\$1,127.08	\$287.51 \$396.55 \$443.02	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS
69526-APCA	05/30/97	TAC PROPERTY&CASUALTY	\$336.00	\$31.00 \$305.00	NON DEPT-ADDED #T0310EX830393/J D LOADER, BACKHOE NON DEPT-ADDED'95 MERCURY; '83&'94 FORD TRUCK; '88&'94 GMC TRUCKS
69527-APCA	05/30/97	TEFTELLER & PELAIJA	\$750.00	\$250.00 \$250.00 \$250.00	D CT-CAUSE#10,779 PATRICK DEAUDERS SMITH D CT-CAUSE#11,041 EMILIO GONZALEZ D CT-CAUSE#11,845/JAMES LEE ROLEN
69528-APCA	05/30/97	TELETOUCH CORPORATION	\$88.51	\$88.51	CO S-ACCT#3062303/MAY 1'97 BILLING

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
69529-APCA	05/30/97	TEXACO REFINING &	\$88.12	\$88.12	CO S-ACCT#61-030-2845-9/GASOLINE
69530-APCA	05/30/97	TEXAS ASSOC OF COUNTIES	\$5,420.00	\$5,420.00	#2300 WORKCOMP BILLING 5/7/97
69531-APCA	05/30/97	TEXAS CORRECTIONS ASSOC.	\$135.00	\$135.00	SUP-REGISTRATION/CHRIS BROWN(JUNE 1-4'97)
69532-APCA	05/30/97	TEXAS COUNTY PRINTING	\$28.64	\$28.64	E563 LIST OF JURORS CHOSEN
69533-APCA	05/30/97	TEXAS DIST. & CO. ATTY. ASSOC.	\$93.25	\$93.25	D A-ASSORTED FORMS/INV#24573
69534-APCA	05/30/97	TEXAS STEEL CULVERT CO., INC.	\$3,332.10	\$3,332.10	PCT#4-CULVERTS 4' X 30'; CULVERTS 5' X 30'; 1 CULVERT 3' X 30'
69535-APCA	05/30/97	THE GILMER MIRROR	\$171.75	\$111.80 \$19.95 \$40.00	CO JAIL-3M RADIO DISPATCH ACTIVITY LOG CO S-TICKET#2587/OFFICE SUPPLIES CO S-SCRATCH PADS
69536-APCA	05/30/97	THE SOFTWARE GROUP, INC.	\$625.80	\$625.80	SUP-(9)1000 PART SM. COUNTY RECEIPTS
69537-APCA	05/30/97	THE UNIVERSITY OF TEXAS AT A	\$300.00	\$115.00 \$185.00	CO AUD-REGISTRANT/BEN SHEPPERD 12/12/96 COMM CT-REGISTRATION/RICK D. JACKSON 1/28/97 #PA97012
69538-APCA	05/30/97	TIMOTHY W. HOWES, M. D.	\$31.79	\$31.79	IND-TERRY C. WELLS/MEDICAL 5/6/97
69539-APCA	05/30/97	TINA ANDERS CAMPBELL, CSR	\$900.00	\$900.00	D CT-CAUSE#136-94A CT REPORTING 3/24-27 & 3/31/97
69540-APCA	05/30/97	TOMMY STANLEY	\$52.00	\$52.00	COMM CT-REIMBURSE/2days. MEALS@AUSTIN
69541-APCA	05/30/97	TOTAL QUALITY MACHINING	\$297.00	\$297.00	PCT#3-BORE & BUSH STUB AXLES FOR 310-C BACKHOE
69542-APCA	05/30/97	TRANSPORT LIFE INSURANCE COM	\$345.75	\$345.75	GROUP-K44 MAY'97 PAYROLL DEDUCTIONS
69543-APCA	05/30/97	TURNER BROS MORTUARY	\$250.00	\$250.00	JP#1-JOHNATHAN PEOPLES/DALLAS MED. EXAMINER
69544-APCA	05/30/97	U. S. CAVALRY	\$203.82	\$164.06 \$39.76	CO S-CMND0 SHIRT&TROUSERS CO S-(2)CMND0 SHIRTS
69545-APCA	05/30/97	UNDERWOOD REPORTING	\$75.00	\$75.00	D CT-COURT REPORTING 04/16/97
69546-APCA	05/30/97	UNITED STATES POSTAL SERVICE	\$3,000.00	\$3,000.00	NON DEPT-METER#20660346/POSTAGE FOR METER
69547-APCA	05/30/97	UPSHUR COUNTY	\$15.54	\$15.54	SUP-(2)RECEIPT BOOKS
69548-APCA	05/30/97	UPSHUR COUNTY CLERK	\$66.00	\$66.00	NON DEPT-FILE#3429-34/SHERIFF'S TAX DEED
69549-APCA	05/30/97	UPSHUR COUNTY DISTRICT ATTOR	\$50.00	\$50.00	D A-(5)\$10.00 BILLS/ATTACH TO EACH CIVIL SUPPENAS

UPSHUR COUNTY ACCOUNTS PAYABLE SYSTEM

Approved Disbursements
ALL Checking Accounts

Disbursements Made from 05/30/97 thru 06/08/97

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ACCOUNTS PAYABLE SYSTEM

09 Jun 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/30/97 thru 06/08/97

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Check #....	HC Date ...	Vendor....	Check Amount	Invoice Amt	Invoice Descriptions
69550-APCA	05/30/97	UPSHUR COUNTY LITERACY PROGR	\$70 00	\$70.00	SUP-(7)WRAT 3 TESTED 5/12/97
69551-APCA	05/30/97	UPSHUR-RURAL ELECTRIC COOP.,	\$120.63	\$42 95 \$77 68	PCT#4-ACCT#121782522/MAY 15'97 BILLING PCT#2-ACCT#41186523&91396012/MAY 20'97 BILLING
69552-APCA	05/30/97	VAN VALLINA, M D.	\$1,660 00	\$1,660 00	CO JAIL-JAMES O FULLER/MEDICAL 4/7-9/97
69553-APCA	05/30/97	VISA	\$601 07	\$601 07	JUV PEER&ISP-ACCT#0775,0783;0767 MAY 6'97 BILL
69554-APCA	05/30/97	VISUAL TECHNIQUES, INC.	\$27.00	\$27.00	SUP-(3)LAMPS
69555-APCA	05/30/97	W W. GRAINGER, INC.	\$73 74	\$73 74	CO MAINT-(1)1/6 HP COMMERCIAL MOTOR
69556-APCA	05/30/97	WAL-MART PHARMACY 10-0146	\$82 52	\$82 52	IND-GLEN R CROSS/MEDICAL 4/1-30/97
69557-APCA	05/30/97	WALMART STORE #146	\$60.63	\$15.00 \$10 36 \$3 75 \$25 96 \$5.56	SUP-ACCT#145/SUPPLIES CO S-ACCT#188/LAB PROCESSING CO BLDGS-ACCT#188/EXT CORD,VIDEO TAPE CO S-ACCT#188/HAND CORDS, BASE CD SUP-ACCT#145/SUPPLIES
69558-APCA	05/30/97	WERTS DIESEL SERVICE	\$30.75	\$30.75	PCT#2-FREON, LABOR
69559-APCA	05/30/97	WEST PUBLISHING	\$859.25	\$72 25 \$45 75 \$38 50 \$24 40 \$62 00 \$43 40 \$24 40 \$24 40 \$38.40 \$97.50 \$54 00 \$21 50 \$75 50 \$75 50 \$47 75 \$75.50 \$38 50	LAW LIB-ACCT#858-338-296/AM LW RP FED V137 LAW LIB-ACCT#858-338-296/TX PR V40-43 97PP LAW LIB-ACCT#858-338-296/FD 3D V103 D. JUDGE-ACCT#240-543-314/TX RLS CT-ST&FD 97PA LAW LIB-ACCT#858-338-296/TX LOC CT RL 97 PAM LAW LIB-ACCT#858-338-296/TX RLS CT-ST&FD 97PA(2) COMM CT-ACCT#398-186-050/TX RLS CT-ST&FD 97PA D CLK-TX RLS CT-ST&FD 97PA LAW LIB-ACCT#858-338-296/TX LF 97 PAM LAW LIB-ACCT#858-338-296/USCA T15"1-77 3BKS LAW LIB-ACCT#585-338-296/TX CS 934-935 LAW LIB-ACCT#858-338-296/TX PR V11 2D 97PP D CT-ACCT#240-543-314/TX RLS AN 97PP LAW LIB-ACCT#858-338-296 LAW LIB-ACCT#858-338-296/US SUP CT RP V119 D. A-TX RLS AN 97PP LAW LIB-ACCT#858-338-296/FD 3D V104
69560-APCA	05/30/97	WHITE SWAN, NORTH	\$674 73	\$262 91 \$411 82	CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS
69561-APCA	05/30/97	WHOLESALE SUPPLY COMPANY	\$122 88	\$122 88	I C. -PRINTRONIX RIBBONS; MONO-CORRECTION TAPES, ROLL-ON STAMP PAD INK(RED & BLACK); SHIPPING

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ACCOUNTS PAYABLE SYSTEM

09 Jun 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 05/30/97 thru 06/08/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
69562-APCA	05/30/97	WILLIAM MCCAY	\$43.47	\$43.47	SUP-REIMBURSE/138mi@ 315 4/10-5/12/97
69563-APCA	05/30/97	WINN'S AUTO & TRUCK REPAIR	\$1,680.70	\$57.32	CO S-UNIT#1/REGULATOR, LABOR
				\$629.41	CONST#2-NEW PADS, HOSES, FILTER, LABOR ('91 4x4 CHEVY)
				\$602.50	CO S-UNIT#4/TRANMISSION FLUSE& REPAIR
				\$231.17	CO S-UNIT#17/MANIFOLD, GASKET, FREON, LABOR
				\$140.30	CO S-UNIT#27/CONTROL A/C HEATER, LABOR
69564-APCA	05/30/97	WORLD MEDIA EXPRESS	\$74.69	\$74.69	CO LIB-4 BOOKS
69565-APCA	HC 05/30/97	FIRST NATIONAL BANK	\$68,548.68	\$68,548.68	CD#28656 PURCHASED@5.89%(45days) TO MATURE 7/14/97
69566-APCA	HC 05/30/97	FIRST NATIONAL BANK GILMER	\$200,000.00	\$200,000.00	CD#28655 PURCHASED@5.89%(45days) TO MATURE 7/14/97
Total for APCA - Accounts Payable Clearing Account			\$537,143.29		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

09 Jun 1997

Approved Disbursements
ALL Checking Accounts

TRE SOFTWARE GROUP, INC

Disbursements Made from 05/30/97 thru 06/08/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
788-FNB INS	HC 05/30/97	HEALTHCARE PARTNERS HEALTH P	\$265.00	\$265.00	AD FEES-05/30/97 PAYROLL (106 EMP @ \$2.50/EA)
789-FNB. INS	HC 05/30/97	HEALTHCARE PARTNERS HEALTH P	\$21,549.15	\$21,549.15	UPS01/CLAIMS CUT OFF 05/22/97
790-FNB. INS	HC 05/30/97	MANAGED PHARMACY BENEFITS, I	\$3,083.16	\$3,083.16	GROUP#160; PAYMENT REGISTER DATED 05/15/97
Total for FNB INS - INSURANCE			\$24,897.31		
Grand Total			\$562,040.60		

196 records listed.

FILED
 REX A. STANLEY
 COUNTY CLERK
 97 JUN - 8 AM 8:51
 UPSHUR COUNTY, VA

Charles L. Still
 COUNTY JUDGE, CHARLES L. STILL

Gaddis Lindsey
 COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy Stanley
 COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
 COMMISSIONER PCT#3, RICK JACKSON

Charles K. Thompson
 COMMISSIONER PCT#4, CHARLES K. THOMPSON

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CHECK.	DATE PRINTED	PAYROLL DATE	Issued to.....	NET PAY	DD	STATUS
69202-PCA	05/29/97	05/30/97	STILL, CHARLES L.	2,333.39	N	
69203-PCA	05/29/97	05/30/97	CAIN, DERONDA KAYE	1,229.94	N	
69204-PCA	05/29/97	05/30/97	CHILDRRESS, JANIS L	846.71		
69205-PCA	05/29/97	05/30/97	MCBRIDE, JUDITH A.	676.70		
69206-PCA	05/29/97	05/30/97	MORRIS, ADDIE RENE	1,110.72	N	
69207-PCA	05/29/97	05/30/97	RODENBERG, ROBIN D.	554.60	N	
69208-PCA	05/29/97	05/30/97	SHAW, REX AUDENE	1,645.75	N	
69209-PCA	05/29/97	05/30/97	LOYD, DANNY MICHAEL	1,359.79	N	
69210-PCA	05/29/97	05/30/97	PARISH, TODD L.	1,430.83		
69211-PCA	05/29/97	05/30/97	LOFTIS, JO ANN	1,046.63	N	
69212-PCA	05/29/97	05/30/97	DRENNAN, DEANNA R	2,268.13		
69213-PCA	05/29/97	05/30/97	ENGLISH, LOUIE M.	972.04		
69214-PCA	05/29/97	05/30/97	LIBERACKI, JAMES H.	183.77		
69215-PCA	05/29/97	05/30/97	ROSS, TERRI LYNN	1,283.26	N	
69216-PCA	05/29/97	05/30/97	BERRY, DEBORAH DENISE	850.17	N	
69217-PCA	05/29/97	05/30/97	CHEVALIER, MELISSA K	961.98		
69218-PCA	05/29/97	05/30/97	HAMBERLIN, FRANKIE M	1,463.26	N	
69219-PCA	05/29/97	05/30/97	HENSON, TEENA	994.45		
69220-PCA	05/29/97	05/30/97	KIMERY, PAULA D.	152.19		
69221-PCA	05/29/97	05/30/97	PATE, CASEY N.	806.49	N	
69222-PCA	05/29/97	05/30/97	RAY, HORACE ANDY	1,458.51	N	
69223-PCA	05/29/97	05/30/97	STINNETT, SCARLETT T.	988.73	N	
69224-PCA	05/29/97	05/30/97	COSTON, WANDA C	1,372.96		
69225-PCA	05/29/97	05/30/97	HOLLINGSWORTH, LAURA L.	593.48		
69226-PCA	05/29/97	05/30/97	PERRY, CAROLYN JO	1,054.42	N	
69227-PCA	05/29/97	05/30/97	POTTER, LYLE M JR.	1,221.92		
69228-PCA	05/29/97	05/30/97	CROW, JAMES A.	1,327.64	N	
69229-PCA	05/29/97	05/30/97	RAY, WILLIAM VALTON	1,145.65	N	
69230-PCA	05/29/97	05/30/97	BRUNSON, MARY DELL	1,170.94	N	
69231-PCA	05/29/97	05/30/97	JONES, CAROLYN SUE	1,338.83	N	
69232-PCA	05/29/97	05/30/97	JONES, EVELYN D.	1,329.57	N	
69233-PCA	05/29/97	05/30/97	LINGLE, JOSEPH RICHARD JR.	1,625.92	N	
69234-PCA	05/29/97	05/30/97	MOORE, BARBARA L	1,082.54	N	
69235-PCA	05/29/97	05/30/97	NORTON, ANGELA J.	2,147.38		
69236-PCA	05/29/97	05/30/97	EAST, KAREN A	1,085.91	N	
69237-PCA	05/29/97	05/30/97	SHEPPERD, BEN C.	1,890.88		
69238-PCA	05/29/97	05/30/97	EVANS, MINA LEE	382.41		
69239-PCA	05/29/97	05/30/97	HARRIS, MYRA NELL	923.03	N	
69240-PCA	05/29/97	05/30/97	STEELMAN, KARMEN CITA	941.39	N	
69241-PCA	05/29/97	05/30/97	TUEL, LINDA LOUISE	999.14	N	
69242-PCA	05/29/97	05/30/97	BOWDEN, CLAUDENE	1,016.53	N	
69243-PCA	05/29/97	05/30/97	DAVIS, LAVADA M.	1,160.71	N	
69244-PCA	05/29/97	05/30/97	DAVIS, SHERRY R.	981.41	N	
69245-PCA	05/29/97	05/30/97	EVANS, BERNADINE A.	777.58		
69246-PCA	05/29/97	05/30/97	FAILS, PATSY M	1,018.02	N	
69247-PCA	05/29/97	05/30/97	GENTRY, PAULA A.	1,032.38		
69248-PCA	05/29/97	05/30/97	HALLMAN, CHRISTIE J.	991.48	N	
69249-PCA	05/29/97	05/30/97	HOLLOWAY, BARBARA J.	1,134.69	N	
69250-PCA	05/29/97	05/30/97	HUTCHINS, WANDA L.	910.40	N	
69251-PCA	05/29/97	05/30/97	JAMISON, HANNAH S	362.71		
69252-PCA	05/29/97	05/30/97	SMITH, MICHAEL LOYD	1,715.31	N	
69253-PCA	05/29/97	05/30/97	WEBB, TERRI L	1,038.25	N	

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CHECK . . .	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
69254-PCA	05/29/97	05/30/97	FLIPPO, DONA	1,272.14	N	
69255-PCA	05/29/97	05/30/97	COOK, JOHN RUBIN	1,195.46	N	
69256-PCA	05/29/97	05/30/97	DANIELS, CHARLES D	911.95	N	
69257-PCA	05/29/97	05/30/97	ROEDER, RAYMOND R	886.83	N	
69258-PCA	05/29/97	05/30/97	BULLOCK, JOEL K.	1,007.72		
69259-PCA	05/29/97	05/30/97	ROGERS, WILLIAM A	1,022.09		
69260-PCA	05/29/97	05/30/97	CORLEY, ROLAN D.	1,007.72		
69261-PCA	05/29/97	05/30/97	HENSON, CLODDIE D	477.18	N	
69262-PCA	05/29/97	05/30/97	ALFORD, JOHN MATTHEW	1,422.83	N	
69263-PCA	05/29/97	05/30/97	BENGE, RONALD DALE	1,181.52	N	
69264-PCA	05/29/97	05/30/97	BETTERTON, ANTHONY S	1,602.16	N	
69265-PCA	05/29/97	05/30/97	BURRIS, RANDY DAVID	1,519.91	N	
69266-PCA	05/29/97	05/30/97	CROMLEY, ROBERT ALLEN	1,479.92	N	
69267-PCA	05/29/97	05/30/97	CROSS, RICHARD D.	1,632.66	N	
69268-PCA	05/29/97	05/30/97	DAVIS, MICHAEL WAYNE	1,468.32		
69269-PCA	05/29/97	05/30/97	DEGUIR, JAMES A	1,319.27	N	
69270-PCA	05/29/97	05/30/97	FORTSON, LARRY WAYNE	1,480.40	N	
69271-PCA	05/29/97	05/30/97	HAYS, SHELIA R	1,116.09	N	
69272-PCA	05/29/97	05/30/97	JENKINS, STANLEY E.	1,279.35	N	
69273-PCA	05/29/97	05/30/97	JORDAN, MURRAY K	1,672.32	N	
69274-PCA	05/29/97	05/30/97	MATTHEWS, GENEVA NELL	954.29		
69275-PCA	05/29/97	05/30/97	ROACH, KAY LYNN	1,556.69	N	
69276-PCA	05/29/97	05/30/97	ROBERTS, GARY DALE	1,430.08		
69277-PCA	05/29/97	05/30/97	SALDIS, GEORGE CARL	1,400.43	N	
69278-PCA	05/29/97	05/30/97	YOUNG, LELAND WAYNE	1,093.86	N	
69279-PCA	05/29/97	05/30/97	BARBER, BILLIE DARLENE	1,171.72	N	
69280-PCA	05/29/97	05/30/97	BEAN, ELIZABETH M	468.70	N	
69281-PCA	05/29/97	05/30/97	BETTERTON, NANCY LYN	1,601.67	N	
69282-PCA	05/29/97	05/30/97	BISHOP, CODI B	1,158.65		
69283-PCA	05/29/97	05/30/97	CLARK, DEBRA MICHELLE	1,211.22		
69284-PCA	05/29/97	05/30/97	COPELAND, MELINDA D.	1,310.59		
69285-PCA	05/29/97	05/30/97	DANIELS, JOE NATHAN	982.75		
69286-PCA	05/29/97	05/30/97	EDGE, PAMELA S	1,158.65		
69287-PCA	05/29/97	05/30/97	EDWARDS, SANDRA D	1,244.91	N	
69288-PCA	05/29/97	05/30/97	FENNELL, SHERRY L	1,129.88	N	
69289-PCA	05/29/97	05/30/97	GRISWOLD, JAMES E	1,232.97	N	
69290-PCA	05/29/97	05/30/97	HELLENSTILL, RAY B	1,128.28	N	
69291-PCA	05/29/97	05/30/97	HOPKINS, ALICE MATHIS	931.00	N	
69292-PCA	05/29/97	05/30/97	JONES, PENNY L.	367.09		
69293-PCA	05/29/97	05/30/97	MONTS, BRANDY L	1,216.93		
69294-PCA	05/29/97	05/30/97	MOORE, JERRY A	1,277.46	N	
69295-PCA	05/29/97	05/30/97	MURPHY, NADRA H	1,269.78	N	
69296-PCA	05/29/97	05/30/97	PREUNINGER, WILLIAM L	1,193.38		
69297-PCA	05/29/97	05/30/97	ROBINSON, DONNA G	1,259.63	N	
69298-PCA	05/29/97	05/30/97	WALKER, DIANE	942.43	N	
69299-PCA	05/29/97	05/30/97	WHORTON, PAULA N	1,191.98	N	
69300-PCA	05/29/97	05/30/97	WILLIAMS, BILLY JOE	1,225.01		
69301-PCA	05/29/97	05/30/97	BROWN, CHRISTOPHER E	1,510.37		
69302-PCA	05/29/97	05/30/97	GEE, JAMES R	1,297.92		
69303-PCA	05/29/97	05/30/97	GRANT, GLENDA ANN	1,036.48		
69304-PCA	05/29/97	05/30/97	HANCOCK, KATHRYN B	1,251.47		
69305-PCA	05/29/97	05/30/97	HUDGINS, ROYCE L III	1,790.51	N	
69306-PCA	05/29/97	05/30/97	JACKSON, SHANE	1,825.22		

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PG 207

PRINTED IN U.S.A.

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to.....	NET PAY.	DD	STATUS
69307-PCA	05/29/97	05/30/97	KELLER, LINDA H.	1,873.64		
69308-PCA	05/29/97	05/30/97	MAYFIELD, KENNETH MURL	547.77	N	
69309-PCA	05/29/97	05/30/97	MCCAY, WILLIAM CARTER	1,953.44	N	
69310-PCA	05/29/97	05/30/97	PHILLIPS, KRISTIE D.	1,318.75		
69311-PCA	05/29/97	05/30/97	RAY, JIMMY DARRELL	2,493.88		
69312-PCA	05/29/97	05/30/97	SPIVEY, JOHN K.	2,018.91		
69313-PCA	05/29/97	05/30/97	STANFIELD, VICKY JONES	1,540.02		
69314-PCA	05/29/97	05/30/97	WARREN, SHERRY L.	973.02		
69315-PCA	05/29/97	05/30/97	MITCHELL, RONNIE GENE	2,350.34	N	
69316-PCA	05/29/97	05/30/97	SMITH, MELINDA L.	1,232.13	N	
69317-PCA	05/29/97	05/30/97	VINES, LISA S.	1,339.47	N	
69318-PCA	05/29/97	05/30/97	WYLIE, MILTON J.	1,693.59	N	
69319-PCA	05/29/97	05/30/97	SMITH, NADRA CITA	930.72	N	
69320-PCA	05/29/97	05/30/97	BECK, EARNEST EARL	845.95	N	
69321-PCA	05/29/97	05/30/97	BULLOCK, JOEL K.	735.86		
69322-PCA	05/29/97	05/30/97	DAVIS, CECIL W SR.	1,115.01	N	
69323-PCA	05/29/97	05/30/97	JONES, ELLIS	655.11		
69324-PCA	05/29/97	05/30/97	LINDSEY, GADDIS M	1,417.08	N	
69325-PCA	05/29/97	05/30/97	ROBERTSON, OSCAR	1,113.87	N	
69326-PCA	05/29/97	05/30/97	SMITH, EDDIE J.	1,219.72	N	
69327-PCA	05/29/97	05/30/97	STINE, ANTHONY CARL	684.00		
69328-PCA	05/29/97	05/30/97	STOKER, JAMES LOUIS	1,495.12	N	
69329-PCA	05/29/97	05/30/97	WILSON, JAMES R.	1,077.97	N	
69330-PCA	05/29/97	05/30/97	CROCKETT, HARRY JAMES	1,107.72	N	
69331-PCA	05/29/97	05/30/97	HARGEST, CHARLES P.	788.63	N	
69332-PCA	05/29/97	05/30/97	JEFFERY, DONALD RAY	1,026.29	N	
69333-PCA	05/29/97	05/30/97	JOHNSON, IVORY GENE	1,469.71	N	
69334-PCA	05/29/97	05/30/97	JONES, LEON	939.55		
69335-PCA	05/29/97	05/30/97	NELSON, WILLIAM B.	1,056.28		
69336-PCA	05/29/97	05/30/97	PENDARVIS, ABBOTT LYNN	1,475.33	N	
69337-PCA	05/29/97	05/30/97	STANLEY, TOMMY LEE	2,072.19	N	
69338-PCA	05/29/97	05/30/97	YOUNG, JOEY A.	886.91	N	
69339-PCA	05/29/97	05/30/97	DRIGGERS, BOBBY D.	1,427.48	N	
69340-PCA	05/29/97	05/30/97	GAGE, PAUL E.	1,261.85		
69341-PCA	05/29/97	05/30/97	GLENN, GEORGE R	535.37	N	
69342-PCA	05/29/97	05/30/97	JACKSON, RICK D.	2,042.43		
69343-PCA	05/29/97	05/30/97	LATHAM, GARY D.	1,104.50	N	
69344-PCA	05/29/97	05/30/97	MILLER, LONNIE E.	994.99		
69345-PCA	05/29/97	05/30/97	THOMPSON, DANNY R.	897.30		
69346-PCA	05/29/97	05/30/97	TIMMONS, GERALD RAYLUND	597.95		
69347-PCA	05/29/97	05/30/97	TIMMONS, GERALD WAYNE	1,227.90	N	
69348-PCA	05/29/97	05/30/97	BALLARD, GERALD WAYNE	1,212.79	N	
69349-PCA	05/29/97	05/30/97	BLACKSTONE, WILLY PAT	951.27		
69350-PCA	05/29/97	05/30/97	CAMPBELL, GLENN EDWARD	1,416.55	N	
69351-PCA	05/29/97	05/30/97	DAVIS, GARY W.	1,105.59		
69352-PCA	05/29/97	05/30/97	HELLENSTILL, EDWIN J.	1,118.78		
69353-PCA	05/29/97	05/30/97	RITTER, DON L.	1,072.54		
69354-PCA	05/29/97	05/30/97	SHAW, TOM P	1,136.53	N	
69355-PCA	05/29/97	05/30/97	SMITH, MELVIN DON	1,136.62		
69356-PCA	05/29/97	05/30/97	THOMPSON, CHARLES K.	2,014.67		
69357-PCA	05/29/97	05/30/97	JOHNSON, GERALD DON	1,466.49	N	
69358-PCA	05/29/97	05/30/97	ELMORE, STACI M	261.80		
69359-PCA	05/29/97	05/30/97	GILES, PEGGY J.	679.59		

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Upshur County Treasurer
THE SOFTWARE GROUP, INC.

PAYROLL / PERSONNEL SYSTEM
CHECK REGISTER FOR CURRENT PAYROLL

29 May 1997
PAGE 4

CHECK ...	DATE PRINTED	PAYROLL DATE	Issued to.	NET PAY.	DD	STATUS
69360-PCA	05/29/97	05/30/97	MORRISON, JOYCE FRANCES	1,601.01	N	
69361-PCA	05/29/97	05/30/97	SMITH, EMMA JEAN	874.78	N	
69362-PCA	05/29/97	05/30/97	THOMPSON, NANCY K.	875.51	N	
69363-PCA	05/29/97	05/30/97	THORPE, ASHLYE N	228.11		
69364-PCA	05/29/97	05/30/97	WILLIAMS, JANET C	970.83	N	
69365-PCA	05/29/97	05/30/97	CAMPBELL, MARY ROSE	1,128.06	N	
69366-PCA	05/29/97	05/30/97	LANGFORD, KATHLEEN D.	363.64	N	
				194,522.27		
				194,522.27		
165 records listed.						

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CHECK # ..	CHECK DATE	VENDOR NAME.....	AMOUNT.....
69370-APCA	05/30/97	UPSHUR COUNTY INSURANCE ACCOUNT	3,597.90
69371-APCA	05/30/97	PEBSICO PAYROLL PROCESSING	2,628.10
69372-APCA	05/30/97	GILMER NATIONAL BANK	40,893.30
69373-APCA	05/30/97	GILMER NATIONAL BANK	24,503.42
69374-APCA	05/30/97	ATTORNEY GENERAL OF TEXAS	510.00
69375-APCA	05/30/97	EAST TEXAS PROFESSIONAL	3,012.00
69376-APCA	05/30/97	FIRST NATIONAL BANK	655.00
69377-APCA	05/30/97	GILMER NATIONAL BANK	305.00
69378-APCA	05/30/97	GILMER SAVINGS BANK	50.00
69379-APCA	05/30/97	UPSHUR COUNTY INSURANCE ACCOUNT	7,964.00
69380-APCA	05/30/97	RHONDA GAIL YOUNG	250.00
69381-APCA	05/30/97	PATTI JILL YOUNG	240.00
69382-APCA	05/30/97	RUBY COOPER, DISTRICT CLERK	282.00
69383-APCA	05/30/97	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE	42,912.20
Total for All Payments -			127,802.92

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pg. 210

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:39
UPSHUR COUNTY TX
BY _____
HFR/HTY

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Gaddis Lindsey
COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Rock Jackson
COMMISSIONER PCT#3, ROCK JACKSON

Charles K. Thompson
COMMISSIONER PCT#4, CHARLES K. THOMPSON

- Regular Work Experience
- Enriched Work Experience
- Private Sector Internship

County Upshur

East Texas Service Delivery Area
JTPA Title II-B Summer Youth
Employment and Training Programs

Title II-B User Agency Agreement

This Agreement, by and between Job Training Services, hereinafter referred to as the Program Operator, and County of Upshur, hereinafter referred to as the User Agency, witnesseth:

WHEREAS, the Job Training Partnership Act (JTPA) of 1982 authorized employment or job training activities designed to give employment to eligible individuals or prepare them for, and place them in, employment; and

WHEREAS, the Program Operator is authorized to enter such Agreement under the terms of a Subcontract with the East Texas Council of Governments (ETCOG), the Administrative Unit for JTPA program purposes; and

WHEREAS, the User Agency has indicated that it can provide employment and training in the forms of certain jobs described in Attachment A to this Agreement.

NOW, THEREFORE IN CONSIDERATION of the above premises, the parties hereto agree as follows:

- I. The Program Operator agrees:
 - A. To give pre-employment orientation to all participants and supervisors including instruction in the proper motivation for work and entry into the labor market.
 - B. To maintain such administrative records as may be required by the funding source regarding the employment of each participant.
 - C. To require no records or reports from the User Agency unless necessary to the Program Operator for performance of the purposes herein stated.
 - D. To provide and pay for worker's compensation benefits for participants and inform the User Agency of the steps to take in case of an accident. (Attachment B)
 - E. To provide a coordinator to the User Agency, who will contact the participant at least once a month, who will hear any complaints by either the Training Provider or the participant, who will give counsel to both, and who will determine any disciplinary action with respect to the participant.

- F. To comply with the provisions of Title VI of the Civil Rights Act of 1964 (PL88-252). (Attachment C)
- G. To arrange for academic enrichment and vocational classes for participants as required.

II. The User Agency agrees:

- A. To provide work experience training in general work habits and specific job duties associated with a position to be established with the User Agency.
- B. To make available necessary tools, equipment, and supplies for participant use.
- C. To instruct the participant in the performance of his job and provide an outline of the participant's job duties with specific safety rules and responsibilities.
- D. To provide reasonable supervision by checking the participant's progress at various times of the day.
- E. To assure that the participant does not exceed 40 working hours per week.
- F. To assure that sufficient work is available to occupy youth during work hours.
- G. To provide counseling, advice, and other information that will assist each participant in adjusting to present and future employment conditions.
- H. To maintain daily time sheets for each participant and to report the time worked accurately and promptly on a bi-weekly basis using the Participant Time Report attached (Attachment D) and to provide other necessary reports as required by the Program Operator including, but not limited to, an objective evaluation of each participant assigned to the work station using the Participant Time Report (Attachment D).
- I. To consult the Program Operator as necessary in situations involving participant's delinquency, misconduct, or neglect of work. It is understood that the User Agency will not be required to retain unacceptable participants and may suspend participants pending resolution of a problem. It is also understood that the User Agency may not unilaterally terminate a participant. In the event that the User Agency suspends a participant from his position, the Program Operator will be immediately contacted.
- J. To comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other such regulations required by the Program Operator. (Attachment C)

- K. That the assignment of a participant under this agreement will not displace an employed worker or decrease existing contracts or services (including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits).
- B. That no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- M. That no participant shall be employed or job opening filled, (a) when any other person is on layoff from the same or substantially equivalent job, or (b) when the User Agency has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Job Training Partnership Act.
- N. That the break policy for participants will be consistent with the policy for employees of the organization.
- O. That the User Agency will comply with all Child Labor Requirements in Nonagricultural Occupations as specified within the United States Department of Labor Child Labor Bulletin No. 101 and to accept liability for any and all claims, fines, etc. which arise through any violation of those Child Labor Requirements specified. (See Attachment B for some further details.)
- P. To release participants to the Program Operators, as required, for purposes of counseling, special training, etc.
- Q. Not to supplement any participant's wage in any form without the prior written authorization of the Program Operator.
- R. That participants will not be employed in any religious or anti-religious activity or in the construction, operation or maintenance of any facility used for sectarian instruction or as a place for religious worship.
- S. To comply with the Job Training Partnership Act and with the Rules and Regulations promulgated thereunder. Copies of the Act and Regulations will be furnished to the User Agency upon request.
- T. To maintain for a period of four (4) years after the termination of this agreement, the time and attendance reports of the trainees and such financial records necessary to justify the receipt of JTPA funds. The User Agency shall make these records available for inspection by the Subcontractor, the East Texas Council of Governments, Texas Department of Commerce, or the United States Department of Labor.
- U. The User Agency agrees to assume any liability resulting from its failure to report an accident to the Subcontractor as specified in Attachment B.

III. The Program Operator and the User Agency mutually agree to the following conditions:

- A. Participants will be employed only within job titles and descriptions listed in Attachment A to this Agreement. This Agreement does not, however, constitute a commitment by the Program Operator to assign a specific number of participants to the User Agency. The exact number of participants to be assigned will be dependent upon the number of eligible participants available and the quality of supervision provided by the User Agency to provide meaningful work for participants.
- B. The Program Operator and the User Agency will have joint responsibility in recruiting the applicants who shall participate in the program.
- C. The Program Operator will retain the right and responsibility to assign each participant to a User Agency.
- D. The nature of this Agreement is non-financial, and it may be terminated at any time by either party upon proper notice to the other. Proper notice will be considered to be in writing and will be given five calendar days prior to the date of termination. Termination by the Program Operator will follow only upon violation of the terms of this Agreement by the User Agency or for causes otherwise specified herein; and the User Agency will be entitled to appeal any such termination to the Administrative Unit. During the period of any such appeal, all work under the Agreement shall be suspended.
- E. Under no circumstances will participants be paid for unexcused absences or unworked hours. This policy will apply to any type of leave or holidays.
- F. Participants in the program are not federal employees for the purpose of laws administered by the U. S. Civil Service Commission and are not entitled to any federal benefits such as insurance, retirement, leave, etc. However, participants assigned to federal agencies are covered by the Federal Employees Compensation Act. No additional worker's compensation benefits are necessary or allowed.
- G. Transportation to and from work shall be the responsibility of the individual participant. However, the Program Operator or User Agency, when necessary, may provide transportation to remote work stations. Each instance will be decided on an individual basis and the decision will be agreeable to both parties. In no case should transportation time exceed one hour each way.
- H. The performance of the Program Operator under the terms of this Agreement is contingent upon the flow of funds as defined in the Subcontract with the Administrative Unit for the East Texas Service Delivery Area. Any revocation or alteration of that Subcontract may result in the revocation or alteration of this Agreement.

I. The terms of this Agreement shall become effective as of the date of execution of this by both parties and shall remain in effect until August 31, 1997.

IV. The Program Operator and the User Agency mutually agree that the following attachments are a part of this Agreement.

- 1. Attachment A - Job Titles and Descriptions
- 2. Attachment B - Worker's Compensation and Participant Safety Instructions
- 3. Attachment C - Title VI of the Civil Rights Act of 1964 Equal Opportunity Assurances
- 4. Attachment D - Participant Time Report

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of June 1, 1997.

John M. ...
(Program Operator)

County of ...
(User Agency)

By: _____
(Authorized Official)

By: _____
(Authorized Official)

Executive Director
(Title)

County Judge
(Title)

P.O. Box 730 ...
(Address)

913 843-4003
(Telephone Number)

ATTACHMENT A
JOB TITLES AND DESCRIPTIONS

1. JOB TITLE: _____
JOB DUTIES AND GENERAL QUALIFICATIONS: _____

2. JOB TITLE: See Attached
JOB DUTIES AND GENERAL QUALIFICATIONS: _____

3. JOB TITLE: _____
JOB DUTIES AND GENERAL QUALIFICATIONS: _____

4. JOB TITLE: _____
JOB DUTIES AND GENERAL QUALIFICATIONS: _____

ATTACHMENT B

INSTRUCTIONS REGARDING WORKER'S COMPENSATION
AND SAFETY OF PARTICIPANTS

I. Worker's Compensation

Worker's Compensation Insurance is provided by the Program Operator (Subcontractor) for all participants. In the event of any accident resulting in injury to a participant, the following procedures must be followed:

- A. The injured participant shall be taken immediately to a doctor, hospital emergency room, or other appropriate medical facility for examination and/or treatment by qualified medical personnel.
- B. The User Agency shall immediately notify the Subcontractor of the incident. Notification shall be made to: Lily Sims.
- C. The User Agency must provide the Program Operator (Subcontractor) with a written report within 24 hours. The written report shall include:
 1. A description of the nature of the accident.
 2. The time and place of occurrence.
 3. The names of any witnesses to the accident.
 4. The steps taken to minimize the possibility of reoccurrence.

Failure to report an accident in a timely manner may result in liability for a fine imposed by the Industrial Accident Board. The User Agency agrees to assume any such liability resulting from its failure to report an accident to the Program Operator (Subcontractor).

Failure to provide safe working conditions for participants is a violation of the Agreement which may result in removal of participants from the User Agency and termination of the Agreement.

II. Safety of Participants and Child Labor Requirement Highlights

No participant under 18 years of age will be placed in any occupation defined as hazardous. Those participants of age 18 or more may be placed in such occupations, but only under the direct supervision of the User Agency. The immediate supervisor

must take the initiative to prevent accidents which might otherwise occur because of laxity, carelessness, or negligence on the part of the participant. The occupations defined as hazardous are specified in the United States Department of Labor Wage and Hour Division Child Labor Bulletin No. 101. Each participant supervisor must receive a copy of this bulletin from the Program Operator (Subcontractor). Some highlights of the bulletin are as follows:

14 and 15 year old participants cannot be employed more than eight hours a day or after 9 PM at night or before 7 AM in the morning and they may not:

- a) Operate a lawn mower or weed eater.
- b) Be transported outside the cab of an automotive vehicle including a pick-up truck.
- c) Perform any work duties on a ladder or scaffold.
- d) Be employed at a warehouse or storage worksite.
- e) Operate kitchen/bakery machines such as a power driven food slicer, grinder, or bakery mixer.
- f) Be involved in roofing operations.
- g) Operate any power driven woodworking machine.
- h) Work in connection with cars or trucks involving the use of pits, racks, or lifting apparatus or be involved in the inflation of any tire mounted on a rim equipped with a removable retaining ring.

Participants which are 16 or 17 years old may not operate an automotive vehicle but they may operate a riding lawn mower which has a motor of less than 20 horsepower.

(Revised 5/15/95)

ATTACHMENT C

EQUAL OPPORTUNITY ASSURANCES

As a condition to the award of Federal Financial Assistance, the Applicant assures, with respect to the operation of the program and all agreements or arrangements to carry out the program for which assistance is awarded, that it will comply fully with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, Section 167 of the Job Training Partnership Act of 1982, Title IX of the Education Amendments of 1972, as amended, and with all ADA requirements imposed by or pursuant to the implementing regulation in 29 CFR Part 31 and 32.

All recipients of federal funds must be equal opportunity employers and render services under JTPA without regard to race, color, religion, sex, national origin, age, handicap, political affiliation or belief, and citizenship (for beneficiaries only) for participation in JTPA. Contractors should take affirmative steps to ensure information on equal opportunity and nondiscrimination is made available to participants, employee, subcontractors and interested parties.

Yes No N/A

- 10. Does the User Agency prohibit any members of its staff or policy body from receiving a personal profit or benefit as a result of the work performed by JTPA participants?
- 11. Have the participants assigned to this User Agency been easily accessible to monitors?
- 12. Has the User Agency complied with child labor laws?
- 13. Is this User Agency acceptable as a User Agency for the SYETP?
- 14. List the workstation/training sites of the User Agency that are accessible to the handicapped.

a. Upshur County Courthouse f. _____

b. _____ g. _____

c. _____ h. _____

d. _____ i. _____

e. _____ j. _____

If the User Agency is unacceptable, list any problems which must be addressed prior to the beginning of the program.

Date of Review May 9, 1997

Person Completing this Review: [Signature] [Title]

(Signature) (Title)

Approved _____

(Signature of Authorized Subcontractors staff person) (Title)

Accessible
 Not Accessible

EAST TEXAS COUNCIL OF GOVERNMENTS
 JTPP Building Accessibility Survey

I. Subcontractor: County of Upsher

II. County: Upsher

III. Site: Upsher County J.P. Office #3, Pct #1, Pct #2, Pct #3, Pct #4
 (Worksite, Training Facility, User Agency, Subcontractor Office)

- IV. Activity(s) offered at the Site:
- | | | | |
|------------------------|-------------------------------------|----------------------|--------------------------|
| a. Intake & Assessment | <input type="checkbox"/> | h. JSA | <input type="checkbox"/> |
| b. SYETP | <input checked="" type="checkbox"/> | i. PEST | <input type="checkbox"/> |
| c. WE-In-School | <input type="checkbox"/> | j. Remedial | <input type="checkbox"/> |
| d. WE-Out-of-School | <input type="checkbox"/> | k. Drop-Out Recovery | <input type="checkbox"/> |
| e. WE-Adult | <input type="checkbox"/> | l. Survival Skills | <input type="checkbox"/> |
| f. OST | <input type="checkbox"/> | m. Youth Private | <input type="checkbox"/> |
| g. CRT-Other | <input type="checkbox"/> | Sector Internship | <input type="checkbox"/> |
| | | n. 8% Activities | <input type="checkbox"/> |

(If more than one activity is offered at the same site, then the Subcontractor should check both spaces and only complete one building survey.)

- V. Survey
- | | <u>YES</u> | <u>NO</u> | <u>NA*</u> |
|---|-------------------------------------|--------------------------|--------------------------|
| a. Are parking spaces reserved for the disabled? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Is the ground graded so that it is level with the normal entrance? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Are walkways which follow the path of travel at least 48 inches wide & with a gradient of no more than 5%. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Where necessary, are there ramps for wheelchairs with a gradient of no more than 5%? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- e. Are ramps sloped no greater than 1 inch rise in 12 inches?
- f. Do stairs have risers that do not exceed 7 inches?
- g. Is at least one entrance to the building accessible to people in wheelchairs?
- h. Do doors have a clear opening of at least 32 inches and are they operable by a single effort?
- i. Do floors have a non-slip surface?
- j. Do stairs have handrails at least 32 inches above step level?
- k. Can physically challenged persons, particularly those in wheelchairs enter and use the elevators?
- l. Is at least one toilet stall properly designed for use by an individual in a wheelchair?
- m. In rest rooms, is at least one mirror, basin and towel dispenser 40 inches from the floor?
- n. If a water fountain is provided, can it be used by an individual in a wheelchair?
- o. Are switches & controls placed within the reach of individuals in wheelchairs?

NOTE: If the answer to any items "a-o" is no, then the location is not accessible.

VI. Person Completing this review.

Andy Jones Case Manager
 (Signature & Title)

May 9, 1997
 (Date)

FILED
 REXA SHERIFF
 COUNTY CLERK
 97 JUN -6 AM 11:39
 BY _____



MICHAEL L. TURNER LAND SURVEYING

106 BUFFALO STREET P.O. BOX 687
GILMER, TEXAS 75644
(903) 843-2965

Surveyor's Report

May 29, 1997

RE: COUNTY OF UPSHUR TRACT IN
THE J. B B DAVENPORT SVY., A-1
UPSHUR COUNTY, TEXAS

To whom it may concern:

I was asked by County Judge Charles Still, representing Upshur County Commissioners Court, to survey a tract of land owned by the County of Upshur. I was furnished with the deed of said tract which is described in a deed from C. B Williford et al to the County of Upshur and dated December 31, 1925, as shown of record in Volume 61, Page 21, Deed Records of Upshur County. Subject tract appears to be out of a called 48.7 acre tract once owned by Carl Williford and wife and later conveyed to Lewis Williford in a deed dated March 27, 1961 as shown of record in Volume 256, Page 398, Deed Records of said county.

The location of subject tract was for a while in doubt but after looking at ownership maps and doing my preliminary field work I have located subject tract. As noted in the deed of subject tract as shown on the plat and in the description of my survey I have found the tract to be at the intersection of Chinaberry Road and Balsam Road. Please refer to the plat and description for the comparison of deed calls and as found on the ground

Subject tract at Volume 61, Page 21 does not have a metes and bounds description using a completed loop of bearings and distances, therefore the closure and acreage can't be determined. Said tract calls to be 2 acres but this is obviously wrong because of the North call of 90 yards equals 270 feet and said tract is a triangle It is also obvious that the called 2 acre tract was never surveyed

For a more complete report see the plat and description of this survey

Respectively,

Michael L. Turner

Michael L. Turner
R.P.L S. NO. 4606





MICHAEL L. TURNER LAND SURVEYING

106 BUFFALO STREET P O BOX 687
 GILMER, TEXAS 75644
 (903) 843-2965

FIELD NOTES - 0.76 ACRE
 J B DAVENPORT SURVEY, A -1
 UPSHUR COUNTY, TEXAS
 (County of Upshur)

BEING a 0.76 acre tract of land situated in the J B B Davenport Survey, Abstract No 1, Upshur County, Texas and being that tract of land described in a deed from C. B Williford et al to The County of Upshur, dated December 31, 1925, as shown of record in Volume 61, Page 21, Deed Records of said county, said tract of land at Volume 61, Page 21 being out of a called 48.7 acre tract now owned by Lewis Williford and described in a deed filed March 27, 1961, as shown of record in Volume 256, Page 398, Deed Records of said county, said 0.76 acre tract of land being more particularly described by metes and bounds as follows;

BEGINNING at a point for the Southeast corner of said tract at Volume 61, Page 21, said corner being in the West line of a called 1.789 acre tract at Volume 489, Page 577, said corner also being a Northeast corner of a called 54.5404 acre tract at Volume 40, Page 25, Official Records, said corner also being in the approximate center of a public road called Balsam Road, a 3/4 inch iron rod found bears S89deg04min06secW, a distance of 20.00 feet,

THENCE S 89deg 04min 06sec W (deed 40/25, N89deg04min06secE, 220.36 feet) along the South line of said tract at Volume 61, Page 21, same being the South line of said 48.7 acre tract and same also being the North line of said 54.5404 acre tract, a distance of 218.25 feet to a point for the Southwest corner of said tract at Volume 61, Page 21 and said 48.7 acre tract, same being the Northwest corner of said 54.5404 acre tract, said corner being in the East line of a called 25 acre tract at Volume 137, Page 62, said corner also being in the approximate center of a public road called Chinaberry Road, a 3/4 inch iron rod found bears N89deg04min06secE, a distance of 20.00 feet,

THENCE NORTH (deed 61/21 NORTH 90 yds = 270 feet) along the West line of said tract at Volume 61, Page 21 and the West line of said 48.7 acre tract, and partially along the East line of said 25 acre tract and the East line of a called 41.25 acre tract at Volume 351, Page 57, same being generally along the center of Chinaberry Road, a distance of 270.00 feet to a railroad spike set for the Northwest corner of said tract at Volume 61, Page 21,

THENCE EAST (deed EAST to a road) a distance of 23.79 feet to a railroad spike set for the Northeast corner of said tract at Volume 61, Page 21, said corner being in the approximate center of a public road called Balsam Road,

THENCE S 36deg 52min 03sec E (deed Southeasterly with a road) along said approximate centerline and the East line of said tract at Volume 61, Page 21, a distance of 154.86 feet to a nail found at the Northwest corner of previously mentioned 1.789 acre tract,

THENCE S 35deg 27min 33sec E continuing along said centerline and the East line of said tract at Volume 61, Page 21, same being the West line of said 1.789 acre tract, a distance of 175.01 feet to the Point of Beginning and containing 0.76 acre of land of which approximately 0.2 acre lies in the limits of a public road.

BEARING BASE is the monumented most Westerly North line of a called 54.5404 acre tract at Volume 40, Page 25 as shown on the plat of this survey. For further report see the plat and a separate narrative report of this survey.

I, MICHAEL L. TURNER, DO HEREBY CERTIFY THAT THESE FIELD NOTES WERE PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY ME IN MAY, 1997

Michael L. Turner 5-30-97
 MICHAEL L. TURNER

R.P.L.S. NO. 4606



UP-63-97

**J. B. B. DAVENPORT SURVEY
A-1
UPSHUR COUNTY TEXAS**



CALLED 41.23 ACS.
- FIRST TR. -
V. 351, P. 57 FLD. 1-14-72

ROAD
EAST 23.79'
(DEED EAST TO ROAD)
SET R/R SPIKE

LEWIS WILLOFORD
CALLED 48.7 ACS
V. 256, P. 398 FLD. 3-27-61

97 MAR 30 FILED 56
STATE OF TEXAS
COUNTY CLERK
UPSHUR COUNTY TEXAS

STATE OF TEXAS COUNTY OF UPSHUR
I hereby certify that the instrument was filed on
the date and time stamped hereon by me and
was duly recorded in the volume and page of the
named records of Upshur County
Texas as stamped hereon by us.
MAY 30 1997
REXA SHAW
COUNTY CLERK
UPSHUR COUNTY TEXAS

CALLLED 1789 ACS.
V. 489, P. 577
7-21-87

CHINABERRY
NORTH

UPSHUR COUNTY
V. 61, P. 21 12-31-25

0.76 ACRE

(HEAVILY WOODED)

POB
PND 3/8" L. ROD BRS.
N 89° 04' 06" E 20' 00"

CALLLED 2 ACS.
V. 137, P. 62 FLD. 10-16-39

S 89° 04' 06" W 218.25'
(DEED N 89° 04' 06" E 220.36')

CALLLED 54.5404 ACS.
V. 40, P. 25 FLD. 7-13-89

**SURVEY SHOWING UPSHUR
COUNTY, TR.**

SEE THE DESCRIPTION & SEPERATE NARRATIVE REPORT
OF THIS SURVEY



I MICHAEL L. TURNER DO HEREBY CERTIFY
THAT THIS PLAT WAS PREPARED FROM
AN ACTUAL SURVEY MADE ON THE GROUND
BY ME IN MAY 1997

Michael L. Turner 5-30-97
MICHAEL L. TURNER R.P.L.S No 4606



MICHAEL L. TURNER
REGISTERED LAND SURVEYOR
106 BUFFALO ST., P O BOX 687
GILMER TX 75644 (903) 843-2963
CLIENT: UPSHUR COUNTY
DATE: 5-97 SCALE: Noted JOB. UP-63-97

UPSHUR COUNTY APPRAISAL DISTRICT
1998 BUDGET

VOL 48 PG 227

FILED
REX A. SHAW
COUNTY CLERK

97 JUN -6 AM 11:39

REVENUES:

Estimated Cash on Hand	\$178,636	
Restricted Reserve Fund	(178,636)	UPSHUR COUNTY, TX.
Local Support	382,705	
Interest Income	5,000	} • DEPTTY
Other Income	4,000	} •
Total Revenues	\$391,705	

EXPENSES:

Office Furniture	\$200
Office Equipment	500
Unemployment	210
Medicare	2,000
Restricted Reserve	9,000
Insurance (Medical & Dental)	39,710
Worker's Compensation	1,500
Retirement	15,200
Office Supplies	8,000
Janitorial Supplies	1,000
Telephone	2,500
Contractual Services	4,500
Utilities	6,190
Mineral Valuation	40,000
Audit	1,220
Travel Expense	18,500
Board of Review	1,200
Salaries & Wages	193,400
Postage	12,000
Legal Services	2,000
Data Processing	20,240
Mapping Supplies	3,000
Dues, Membership, Tuition	2,415
Equipment Repair & Rental	2,020
Grounds Maintenance	1,000
Insurance (Contents)	4,200
Total Expenses	\$391,705

UPSHUR COUNTY APPRAISAL DISTRICT

1998 PROPOSED BUDGET

Adopted May 5, 1997

VOL 208 PG 208

150	Office Furniture Work Tables, File Cabinets, Misc.		200
160	Office Equipment Calculators, Misc. Replacement of Equipment, Cameras		500
500	Unemployment Estimate - Rate changes yearly-1996 amount		210
501	Social Security		2000
505	Insurance \$32,210 + \$7,500 Reserve Account		39710
510	Workers Compensation (96 rate)		1500
515	Retirement Regular employees salary 190,000 x 8%		15200
520	Office Supplies Consumables, computer paper, laser print and fiche		8000
525	Janitorial Supplies Cleaning supplies, tissue, trash bags, etc.		1000
530	Telephone Local and long distance service		2500
535	Contractual Services Copies, documents, parcels from other Counties		4500
540	Utilities Electricity - 800 Water - 1800 Security Monitoring - 3550	840 1800 3550	6190
545	Mineral Valuation - Renew 1998		40000
550	Audit Estimate - Accept proposals		1220
560	Travel Expense Fixed monthly - 1400 x 12 Courses & Seminars (SPTB, TAAAD, Special Institute) ARB & BOD 3 members, 2 Seminars	16800 1180 520	18500

565	Board of Review 5 members x \$60		1200
570	Salaries & Wages * 1997 Amount (See attached sheet) (6000 proposed salary increase)		193400
580	Postage Notices Daily Mail		12000
590	Legal Services As needed, review contracts, legal advice		2000
600	Data Processing Software Maintenance Laser Printing Option Printer Maintenance	16915 325 3000	20240
620	Mapping Supplies		3000
630	Dues, Membership & Tuition Dues/Membership TAAO - 1 X 50, 1 X 35 BTPE - 4 x 45 TAAD - CTA - 1 x 20 CSTA - 1 x 5 TASB TSAA - 1 x 25 Tuition & Workshops	85 180 600 20 5 500 25 1000	2415
650	Equipment Repair & Rental Service Contracts P&P - IBM Typewriters R&D Bus. Systems - Copy Machine Jetl Business Systems - Postage Meter Ascom Hasler - Postage Meter Rental Xerox Corp. - Okidata Printer	190 1200 170 360 100	2020
670	Grounds Maintenance		1000
690	Insurance Building contents, bonds, liability, etc. Building	3000 1200	4200
			382705

Budget proration determined by adopted budget exclusive of interest earned accumulations,
sale of capital assets, refunds, etc.

Non-entity receipts accumulated to 1/1/97 \$178,636

VOL 48 PG 229

1997 POSITIONS AND PROPOSED SALARIES

VOL 48 PG 230

	Monthly	Yearly
Head Appraisal Department	1850	22200
Appraiser	1475	17700
Head Computer Department	1400	16800
Appraiser/Draftsman	1550	18600
Mineral Maintenance Clerk	1150	13800
Secretary	1350	16200
Clerk - Appraisal Department	1050	12600
Clerk - Computer Department	1050	12600
Drafting Department	1600	19200
Chief Appraiser	2860	34320
	15335	184020
Salary Increase		6000
Custodian \$5.00 per hour		2000
Part- Time as needed		1380
		193400

Each employee has paid health
and dental insurance - \$305.10

Retirement 8%

OBJECT CODE & ACCOUNT TITLE	1997 BUDGET	PROPOSED 1998 BUDGET
150 OFFICE FURNITURE	200	200
160 OFFICE EQUIPMENT	1000	500
500 UNEMPLOYMENT	425	210
501 S/S HOSPITAL INSURANCE & FICA	2000	2000
505 INSURANCE	39710	39710
510 WORKERS COMP.	1500	1500
515 RETIREMENT	14900	15200
520 OFFICE SUPPLIES	8000	8000
525 JANITORIAL SUPPLIES	500	1000
530 TELEPHONE	2500	2500
535 CONSTRUCTURAL SERVICES	4500	4500
540 UTILITIES	3500	6190
545 MINERAL VALUATION	34940	40000
550 AUDIT	1220	1220
560 TRAVEL EXPENSE	18500	18500
565 BOARD OF REVIEW	1000	1200
570 SALARIES & WAGES	186400	193400
580 POSTAGE	12000	12000
590 LEGAL SERVICES	2000	2000
600 DATA PROCESSING	20240	20240
620 MAPPING SUPPLIES	3000	3000
630 DUES, MEMBERSHIPS, ETC.	2415	2415
650 EQUIPMENT REPAIR & RENTAL	2410	2020
670 RENT/GROUNDS MAINTENANCE	4800	1000
690 INSURANCE (COMPUTER, ETC.)	3000	4200
	<hr/>	<hr/>
	370660	382705

VOL 48 PG 231

File Copy

May 13, 1997

Judge Charles Still
Upshur County Judge
P. O. Box 730
Gilmer, Texas 75644

RE: Oil and Gas Lease

Dear Judge Still:

I have reviewed the documentation on the enclosed bid and it appears that everything is in order assuming this is what you want to do.

Please give me a call if you have any questions.

Sincerely,



Tim Cone

TC/cj

enclosures

cc: Tommy Stanley
Gaddis Lindsey
Rick Jackson
Kenny Thompson

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:39
UPSHUR COUNTY, TX.
BY _____
DEPUTY

May 13, 1997

The Honorable Charles Still
Upshur County Judge
P.O. Box 730
Gilmer, TX 75644

Re: Oil, Gas and Mineral Lease - 2,945.20 acres, more or less,
South Upshur County School Land Survey, A-825, in
Throckmorton County, Texas

Dear Judge:



Pursuant to my telephone conversation with Mr. Ben Shepperd on May 12, 1997,
enclosed herewith you will find the below listed items:

- (1) Oil, Gas and Mineral Lease prepared for execution by the Judge and
Commissioners of Upshur County, covering the land referenced above;
- (2) Draft payable to Upshur County, Texas in the amount of \$61,370.00,
representing bonus consideration for the Oil and Gas Lease referenced
above;
- (3) Postage paid, return envelope.

If you find the lease to be in order, kindly see that it is properly executed and
return same to me in the envelope provided. As soon as the lease is deposited
in the mail back to me, you may present the draft to the collection department of
your bank.

Please feel free to call me with any questions concerning this matter.

Yours very truly,

MITCHELL ENERGY CORPORATION


James Dixon
Staff Landman

sr (upshur-s.ogl)
Enclosures

MITCHELL ENERGY CORPORATION
PO BOX 118 DECATUR, TEXAS 76234 817/627-3041
A subsidiary of Mitchell Energy & Development Corp

May 13, 1997

The Honorable Charles Still
Upshur County Judge
P.O. Box 730
Gilmer, TX 75644

Re: Oil, Gas and Mineral Lease - 626.76 acres, more or less,
North Upshur County School Land Survey, A-577, in
Baylor and Throckmorton Counties, Texas

Dear Judge Still:



Pursuant to my telephone conversation with Mr. Ben Shepperd on May 12, 1997,
enclosed herewith you will find the below listed items:

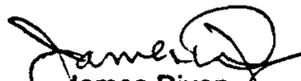
- (1) Oil, Gas and Mineral Lease prepared for execution by the Judge and
Commissioners of Upshur County, covering the land referenced above;
- (2) Draft payable to Upshur County, Texas in the amount of \$15,002.33,
representing bonus consideration for the Oil and Gas Lease referenced
above;
- (3) Postage paid, return envelope.

If you find the lease to be in order, kindly see that it is properly executed and
return same to me in the envelope provided. As soon as the lease is deposited
in the mail back to me, you may present the draft to the collection department of
your bank.

Please feel free to call me with any questions concerning this matter.

Yours very truly,

MITCHELL ENERGY CORPORATION


James Dixon
Staff Landman

sr (upshur-n.ogl)
Enclosures

MITCHELL ENERGY CORPORATION
PO BOX 118 DECATUR, TEXAS 76234 817/627-3041
A subsidiary of Mitchell Energy & Development Corp

OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)

FILED
REX A. SHAW
COUNTY CLERK

THIS AGREEMENT made this 13th day of May, 1997, between COUNTY

UPSHUR COUNTY, TEXAS, A Political Subdivision of
the State of Texas acting by and through its 97 JUN -6 11:11:39
County Judge and County Commissioners

Lessor (whether one or more) whose address is P. O. Box 730
Gilmer, Texas 75644

and Mitchell Energy Corporation, Lessee, whose address is P. O. Box 118
Decatur, Texas : WITNESSETH

1 Lessor in consideration of Ten or more Dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the lands subject hereto for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas (including all gases, liquid hydrocarbons and their respective constituent elements) and all other minerals, (whether or not similar to those mentioned) and the exclusive right to conduct exploration, geologic and geophysical tests and surveys, injecting gas, water and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipelines, housing its employees and building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, which lands are located in Baylor & Throckmorton County, Texas, and described as follows:

626.76 acres of land, more or less, being all of Block Numbers, 1, 2, 13, 22, 32, 43, 51, 60, 71, 73, 77, 78, 79, 80, 84 and 117, located in the Crittendon Subdivision of the North Upshur County School Land Survey, A-577, Baylor and Throckmorton Counties, Texas.

(FOR ADDITIONAL LEASE PROVISIONS, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land. Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said Land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 626.76 acres, whether it actually comprises more or less until such time as Lessee requests a lease amendment and same is filed of record.

2. Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said Land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any of the following: preparing drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other minerals and any other actions conducted on said lands associated with or related thereto.

3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land, Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well. Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges; (b) on gas including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casinghead gas or other gaseous substance produced from said Land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the well the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said Land, whether or not owned by Lessor and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4. If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on said Land or land or leases pooled therewith but oil or gas is not being sold or used and this lease is not then being maintained by production, operations or otherwise, this lease shall not terminate, (unless released by the Lessee), and it shall nevertheless be considered that oil and/or gas is being produced from said Land within the meaning of paragraph 2 herein.

However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the Gilmer National Bank at Gilmer, Texas (which bank and its successors are Lessor's agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said land or shut-in royalty payments) a sum determined by multiplying one dollar (\$1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (\$1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut in or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payments shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or, if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee agrees to use reasonable diligence to produce, utilize or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities, other than well facilities and ordinary lease facilities of flowline, separator and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If at any time Lessee pays or tenders royalty or shut-in royalty as herein above provided, two (2) or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such royalty or shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect.

5. (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals, or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil ~~hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 600 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations.~~ The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty overriding royalty or leasehold interests in lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of said Land placed in the unit bears to the total acreage so pooled in the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Oil or gas produced from any such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 5 with consequent allocation of production as herein provided. As used in this paragraph 5, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the land herein leased, without Lessor's joinder, to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interests were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved

by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the unitized area, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. Royalties payable from the unitized area shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon

6 Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portion of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises which remains in force and on which Lessee continues to conduct operations.

7 If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if, during the primary term hereof, all operations or production ceases on said Land or land on leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease, or (b) a gas well on land other than said Land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit, which includes all or a portion of said Land is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the leased premises is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein, and, in this connection it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee, with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operating expenses.

8 Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land without Lessor's consent.

9 The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished, by registered U. S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10 The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby, nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of ninety (90) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder; but, in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per ~~640~~ 80 acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities. (40 feet)

11 Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12 (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

13 This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

COMMISSIONER'S COURT OF UPSHUR COUNTY, TEXAS, BY:

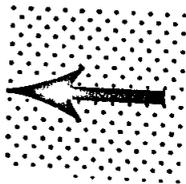
Charles Still
Charles Still, County Judge
Commissioner's Court, Upshur County

Gaddis Lindsey
Gaddis Lindsey
Commissioner, Precinct #1

Tommy Stanley
Tommy Stanley
Commissioner, Precinct #2

Rick Jackson
Rick Jackson
Commissioner, Precinct #3

Charles K. Thompson
Charles K. Thompson
Commissioner, Precinct #4

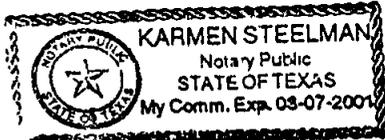


ACKNOWLEDGEMENT

Attached to Oil, Gas and Mineral Lease between
Upshur County, Texas
and Mitchell Energy Corporation,
dated May 13, 1997

STATE OF TEXAS §
 §
COUNTY OF Upshur §

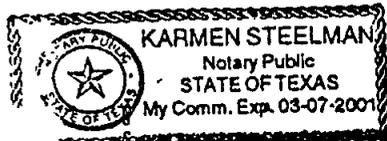
This instrument was acknowledged before me on May 30, 1997, by CHARLES STILL, County Judge of the Commissioner's Court of Upshur County, Texas, on behalf of said Court.



Karmen Steelman
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Upshur §

This instrument was acknowledged before me on May 30, 1997, by GADDIS LINDSEY, Commissioner, Precinct #1, Commissioner's Court of Upshur County, Texas, on behalf of said Court.



Karmen Steelman
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Upshur §

This instrument was acknowledged before me on May 30, 1997, by TOMMY STANLEY, Commissioner, Precinct #2, Commissioner's Court of Upshur County, Texas, on behalf of said Court.



Karmen Steelman
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Upshur §

This instrument was acknowledged before me on May 30, 1997, by RICK JACKSON, Commissioner, Precinct #3, Commissioner's Court of Upshur County, Texas, on behalf of said Court.



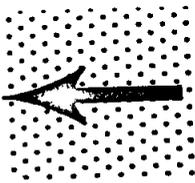
Karmen Steelman
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Upshur §

This instrument was acknowledged before me on May 30, 1997, by CHARLES K. THOMPSON, Commissioner, Precinct #4, Commissioner's Court of Upshur County, Texas, on behalf of said Court.



Karmen Steelman
Notary Public, State of Texas



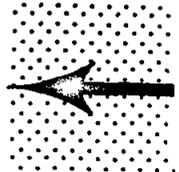
VOL 48 PG 238

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF
THAT CERTAIN OIL AND GAS LEASE
BETWEEN UPSHUR COUNTY, TEXAS, AS LESSOR
AND MITCHELL ENERGY CORPORATION, AS LESSEE
DATED MAY 13, 1997

1. Notwithstanding anything contained in this lease to the contrary, wherever the fraction "one-eighth" (1/8th) appears in the printed portion of this lease the same is hereby amended to read "one-sixth" (1/6th).
2. Within ninety (90) days after completion of seismic processing, Lessee agrees to furnish Lessor with one (1) eight millimeter (8mm) Segy final migration tape, and a shot point base map and recording parameters of the survey, together with copies of field tapes and seismic support data, as well as the X,Y coordinates of any wells surveyed. In the event Lessee obtains an eight millimeter (8mm) Segy stacked tape, same will be furnished to Lessor. Lessee agrees to furnish Lessor with a copy of all logs run on each well that Lessee causes to be drilled on Upshur County School Land, being located in Baylor and Throckmorton Counties, State of Texas. Lessor further agrees that Lessor and/or its agents, or representatives shall maintain such information in the strictest confidence.
3. Notwithstanding anything to the contrary contained in the printed form to which this Exhibit is attached, if at the expiration of the primary term of this lease, Lessee is then engaged in operations on this lease or on lands pooled therewith, this lease shall remain in force so long as operations on such well, or operations on any additional well(s), on the land covered by this lease or on lands pooled therewith, are continuously prosecuted with no cessation of such operations of more than one hundred eighty (180) days. Upon the expiration of the primary term or the cessation of said continuous operations whichever is the later date, operations on or production from this lease or from lands pooled therewith will maintain this lease in force as to forty (40) acres around each well producing or capable of producing oil and/or casinghead gas in paying quantities, and as to eighty (80) acres around each well producing or capable of producing gas in paying quantities, plus a tolerance of ten percent (10%); provided, that should any governmental authority having jurisdiction prescribe or permit spacing patterns or units larger than those specified above, same may conform substantially in size with those so prescribed or permitted by said governmental authority.
4. Notwithstanding anything contained in this lease to the contrary, upon the expiration of the primary term or the cessation of operations, whichever is the later date, this lease shall terminate as to all depths 100 feet below the deepest depth reached by any well drilled on this lease or on lands pooled therewith.

SIGNED FOR IDENTIFICATION:

Chas. E. Hill
Walter Lindsey
Joseph Stanley
[Signature]
Chas. E. Hill



OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)

THIS AGREEMENT made this 13th day of May
UPSHUR COUNTY, TEXAS, A Political Subdivision of
the State of Texas acting by and through its
County Judge and County Commissioners
Lessor (whether one or more) whose address is P. O. Box 730
Gilmer, Texas 75644
and Mitchell Energy Corporation
Decatur, Texas 76234; Lessee whose address is P. O. Box 118
: WITNESSETH

1 Lessor in consideration of Ten or more Dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee the lands subject hereto for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas (including all gases, liquid hydrocarbons and their respective constituent elements) and all other minerals, (whether or not similar to those mentioned) and the exclusive right to conduct exploration, geologic and geophysical tests and surveys, injecting gas, water and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipelines, housing its employees and building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, which lands are located in Throckmorton County, Texas, and described as follows

(FOR PROPERTY DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

(FOR ADDITIONAL LEASE PROVISIONS, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF)

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land and Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said Land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 2,945.20 acres, whether it actually comprises more or less until such time as Lessee requests a lease amendment and same is filed of record.

2 Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said Land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any of the following, preparing drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other minerals and any other actions conducted on said lands associated with or related thereto.

3 The royalties to be paid by Lessee are (a) on oil delivered at the wells or into the pipeline to which the wells may be connected one-eighth of the proceeds received from the sale of oil produced and saved from said Land, Lessee may from time to time purchase any royalty oil in its possession paying the market price therefor prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well. Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges, (b) on gas including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casinghead gas or other gaseous substance produced from said Land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating and transporting costs incurred in marketing the gas so sold at the wells, (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said Land, whether or not owned by Lessor and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4 If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on said Land or land or leases pooled therewith but oil or gas is not being sold or used and this lease is not then being maintained by production operations or otherwise, this lease shall not terminate, (unless released by the Lessee), and it shall nevertheless be considered that oil and/or gas is being produced from said Land within the meaning of paragraph 2 herein. However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the Gilmer National Bank at Gilmer, Texas (which bank and its successors are Lessors agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said land or shut-in royalty payments) a sum determined by multiplying one dollar (\$1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (\$1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail liquidate or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut in or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payments shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee agrees to use reasonable diligence to produce, utilize or market the minerals capable of being produced from said wells but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities, other than well facilities and ordinary lease facilities of flowline, separator and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If at any time Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such royalty or shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof as Lessee may elect.

5 (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil gas or other minerals or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the lease or oil pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of said Land placed in the unit bears to the total acreage so pooled in the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Oil or gas produced from any such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 5 with consequent allocation of production as herein provided. As used in this paragraph 5, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the land herein leased, without Lessor's joinder, to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interests were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved

by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the unitized area, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. Royalties payable from the unitized area shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portion of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises which remains in force and on which Lessee continues to conduct operations.

7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if, during the primary term hereof, all operations or production ceases on said Land or land on leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease, or (b) a gas well on land other than said Land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit, which includes all or a portion of said Land is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein, and, in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee, with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operating expenses.

8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished, by registered U. S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby, nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of ninety (90) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder; but, in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per ~~640~~ ⁸⁰ acres, plus an acreage tolerance not to exceed 10% of ~~640~~ ⁸⁰ acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities. forty (40)

11. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith, and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

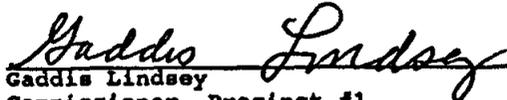
(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

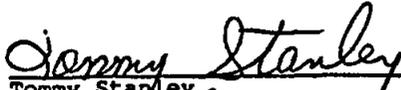
13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

COMMISSIONER'S COURT OF UPSHUR COUNTY, TEXAS, BY:

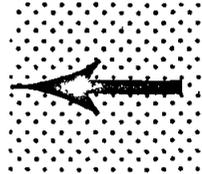

 Charles Still, County Judge
 Commissioner's Court, Upshur County


 Gaddis Lindsey
 Commissioner, Precinct #1


 Tommy Stanley
 Commissioner, Precinct #2


 Rick Jackson
 Commissioner, Precinct #3


 Charles K. Thompson
 Commissioner, Precinct #4

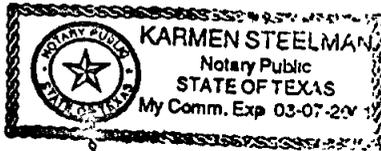


ACKNOWLEDGEMENT

Attached to Oil, Gas and Mineral Lease between
Upshur County, Texas
and Mitchell Energy Corporation,
dated May 13, 1997

STATE OF TEXAS §
 §
COUNTY OF Upshur §

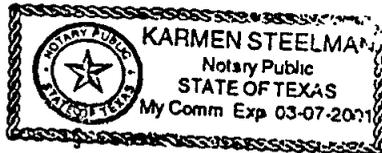
This instrument was acknowledged before me on May 30, 1997, by CHARLES STILL, County Judge of the Commissioner's Court of Upshur County, Texas, on behalf of said Court.



Karmen Steelman
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Upshur

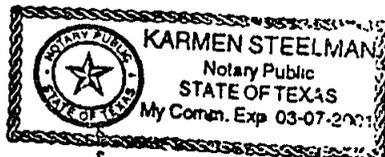
This instrument was acknowledged before me on May 30, 1997, by GADDIS LINDSEY, Commissioner, Precinct #1, Commissioner's Court of Upshur County, Texas, on behalf of said Court.



Karmen Steelman
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Upshur

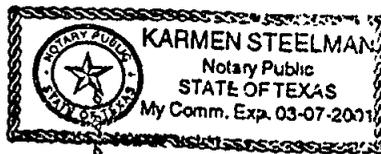
This instrument was acknowledged before me on May 30, 1997, by TOMMY STANLEY, Commissioner, Precinct #2, Commissioner's Court of Upshur County, Texas, on behalf of said Court.



Karmen Steelman
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Upshur

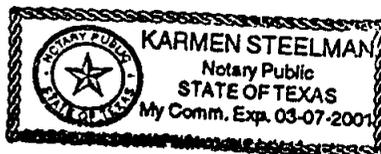
This instrument was acknowledged before me on May 30, 1997, by RICK JACKSON, Commissioner, Precinct #3, Commissioner's Court of Upshur County, Texas, on behalf of said Court.



Karmen Steelman
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Upshur

This instrument was acknowledged before me on May 30, 1997, by CHARLES K. THOMPSON, Commissioner, Precinct #4, Commissioner's Court of Upshur County, Texas, on behalf of said Court.



Karmen Steelman
Notary Public, State of Texas

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF
THAT CERTAIN OIL AND GAS LEASE
BETWEEN UPSHUR COUNTY, TEXAS, AS LESSOR
AND MITCHELL ENERGY CORPORATION, AS LESSEE
DATED MAY 13, 1997

2,945.20 acres of land, more or less, out of the South Upshur County School Land Survey, Abstract No. 825, Throckmorton County, Texas, described in two (2) tracts as follows, to wit:

TRACT NO. 1: 2,775.10 acres of land, more or less, being all of Block Numbers 19, 39, 45, 50, 51, 52, 61, 62, 75, 79, 85, 87, 90, 94, 98, 100, 101, 104, 105, 108, 110, 114, 115, 121, 122, 124, 125, 132, 134, 135, 140, 141, 143, 144, 147, 148, 151, 153, 165, 167, 168, 178, 179, 182, 183, 184, 192, 2, 4, 7, 10, 11, 14, 17, 21, 22, 23, 24, 29, 30, 31, 32, 33, 34, 40, 44, 55, 57, 58, 91 and 138 of the South Upshur County School Land Survey, A-825, Throckmorton County, Texas.

TRACT NO. 2: 170.10 acres of land, more or less, described as being the North one-half (N/2) of Block 28; the South one-half (S/2) of Block No. 38; the South one-half (S/2) of Block No. 59, the North one-half (N/2) of Block No. 95, the West one-half (W/2) of Block No. 154, the South one-third (1/3) of Block No. 6, the South one-half of Block No. 28, the East one-half (E/2) of Block No. 84; and the South one-half (S/2) of Block No. 95 out of the South Upshur County School Land Survey, A-825, Throckmorton County, Texas.

SIGNED FOR IDENTIFICATION:

Charles S. Still
Yaddis Lindsey
Joseph Stanley
[Signature]

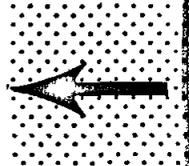


EXHIBIT "B"
ATTACHED TO AND MADE A PART OF
THAT CERTAIN OIL AND GAS LEASE
BETWEEN UPSHUR COUNTY, TEXAS, AS LESSOR
AND MITCHELL ENERGY CORPORATION, AS LESSEE
DATED MAY 13, 1997

1. Notwithstanding anything contained in this lease to the contrary, wherever the fraction "one-eighth" (1/8th) appears in the printed portion of this lease the same is hereby amended to read "one-sixth" (1/6th).
2. Within ninety (90) days after completion of seismic processing, Lessee agrees to furnish Lessor with one (1) eight millimeter (8mm) Segy final migration tape, and a shot point base map and recording parameters of the survey, together with copies of field tapes and seismic support data, as well as the X,Y coordinates of any wells surveyed. In the event Lessee obtains an eight millimeter (8mm) Segy stacked tape, same will be furnished to Lessor. Lessee agrees to furnish Lessor with a copy of all logs run on each well that Lessee causes to be drilled on Upshur County School Land, being located in Throckmorton County, State of Texas. Lessor further agrees that Lessor and/or its agents, or representatives shall maintain such information in the strictest confidence.
3. Notwithstanding anything to the contrary contained in the printed form to which this Exhibit is attached, if at the expiration of the primary term of this lease, Lessee is then engaged in operations on this lease or on lands pooled therewith, this lease shall remain in force so long as operations on such well, or operations on any additional well(s), on the land covered by this lease or on lands pooled therewith, are continuously prosecuted with no cessation of such operations of more than one hundred eighty (180) days. Upon the expiration of the primary term or the cessation of said continuous operations whichever is the later date, operations on or production from this lease or from lands pooled therewith will maintain this lease in force as to forty (40) acres around each well producing or capable of producing oil and/or casinghead gas in paying quantities, and as to eighty (80) acres around each well producing or capable of producing gas in paying quantities, plus a tolerance of ten percent (10%); provided, that should any governmental authority having jurisdiction prescribe or permit spacing patterns or units larger than those specified above, same may conform substantially in size with those so prescribed or permitted by said governmental authority.
4. Notwithstanding anything contained in this lease to the contrary, upon the expiration of the primary term or the cessation of operations, whichever is the later date, this lease shall terminate as to all depths 100 feet below the deepest depth reached by any well drilled on this lease or on lands pooled therewith.

SIGNED FOR IDENTIFICATION:

Chad E. Hill
Gadde Lindsey
Tommy Stanley
[Signature]
[Signature]

FILED
REX A. SHAW
COUNTY CLERK

97 JUN -6 AM 11:40

UPSHUR COUNTY, TX.

UPSHUR COUNTY CHILD PROTECTION BOARD
P.O. Box 1155 Gilmer, Texas 75644

TO: Commissioner's Court
SUBJECT: Board Members

As previously stated in communications with you, this Board has had several openings due to resignations. We have taken our time in filling these positions in hopes we would find just the right people to work with us. At our monthly meeting this week, we had two names submitted that we voted to submit to you.

Mrs. Lola Hollis is the assistant principal at Gilmer High School and she has expressed an interest in serving on this Board. She is married to Curtis Hollis and they live on Hwy. 154 with their two sons.

Mrs. Hilda Nelms is the dietary manager at Leisure Lodge Nursing Home and she says she would be very pleased to work with us. She even stated that it would be a real blessing to serve in this capacity. She is very active in the Spanish Mission sponsored by the First Baptist Church.

We, as Board members, would appreciate your appointing these two people to our Board. Also, Stanley Jenkin's term expires this month and we would like to see him re-appointed. We will still have openings for two more members and we will be considering more names at the meeting next month. A full Board is 15 members.

Thank you again for your time and continued support.

Sincerely,
Joyce Powell
Joyce Powell, Chairperson

Lola Hollis	Rt. 5 Box 112	Gilmer	843-3021 (work)	797-2502 (home)
Hilda Nelms	Bettie Community		843-5696 (work)	762-6192 (home)

Patricia Combest
County Judge
Camp County Courthouse
Pittsburg, Texas 75686
903-856-3845

VOL 48 PG 245

FAX TO: Judge Still
FAX #: 843-5492-3083
FAX FROM: Patricia Combest
FAX #: 856-2209
of pages including cover: 2

FILED
REX A. STAN
COURT REPORTER
97 JUN -6 AM 11:40
UPSHUR COUNTY, TX
BY _____
CLERK

VOL. 48 PG 246

INTERLOCAL AGREEMENT
between
CAMP COUNTY AND UPSHUR COUNTY

I.

Camp County agrees to provide space for up to 12 (twelve) Upshur County Prisoners for 1 (one) year with the option to renew.

II.

Upshur County agrees to pay Camp County a rate of \$40.00 a day per prisoner.

III.

Upshur County agrees to Transport their prisoners to and from Camp County Jail.

IV.

Upshur County agrees to pay all medical expenses of their prisoners while they are housed in the Camp County Jail.

V.

Upshur County agrees to pay a rate of \$75.00 for each trip for Upshur County prisoner's Doctor visits.

Preston Combest
Preston Combest
County Judge

Charles H. Still Co. judge
Paul Davis
Tommy Stanley
[Signature]

FILED
REX A. SHAW
COUNTY CLERK

97 JUN -6 AM 11:19

UPSHUR COUNTY

BY _____

UPSHUR COUNTY, TEXAS

DEPOSITORY CONTRACT

WHEREAS, the Commissioners' Court of Upshur County, Texas has published notices asking that sealed bids be submitted preparatory to the selection by the Commissioners' Court of a County Depository, as is required by law, said notice stating, among other things, that the Depository thus to be selected by the Commissioners' Court should be the Depository for County funds, money collected and held by any district, county or precinct officer and funds belonging to any district or other municipal subdivision not selecting its own depository, as required under Paragraph (a) of Article 2549, and that the amount of such monies for which the depository should furnish security are approximately as follows:

1. Funds belonging to Upshur County, which shall also cover the funds deposited by all offices of the County, \$7,600,000
2. Funds belonging to Upshur County, Permanent and Available School Funds, \$1,160,000
3. Funds belonging to Upshur County, Trust and Agency funds, District Clerk, \$850,000

WHEREAS, First National Bank of Gilmer, Texas a national banking corporation domiciled in the City of Gilmer, Upshur County, Texas submitted its written bid in response to said notice, which was received by said Commissioners' Court and

entered upon its Minutes; and said Commissioners' Court by this order has accepted the bid of First National Bank, and on May 12, 1997, designated said First National Bank as County Depository and as the Depository for the funds hereinabove mentioned: and

WHEREAS, said First National Bank, which for brevity is hereinafter sometimes referred to as Bank and sometimes as Depository, hereby accepts said designation as the depository for the public funds hereinabove mentioned and agree to serve as such until sixty (60) days after the time fixed by law for the next selection of a depository, which statutory time is presently May, 1999, or until such time as a new bank has qualified as County Depository, whichever should sooner occur. First National Bank, desires to qualify as such depository by pledging with the Commissioners' Court securities, in the amount provided by law under Article 2547 (c), but limited to United States Government bonds, notes, and bills, United States Agencies, Federal Housing Authority bonds, Farmer's Home Administration notes, Federal National Mortgage Association bonds, and Municipal Securities bearing Moody's A or better rating. Such securities so pledged shall be deposited in Trust with Texas Independent Bank of Dallas without expense to the County under an appropriate contract to be drawn conformably to the requirements of the Depository Law and in accordance with this contract. The amount of

securities so pledged shall be determined by their market value.

NOW, THEREFORE, in consideration of the premises, and for the purposes and upon the conditions hereinstated, First National Bank does hereby assign to and pledge with Upshur County and the Commissioners' Court thereof security as follows:

See attached schedules of securities, said securities being of the kind and character authorized to be thus pledged by paragraph (c) of article 2547 of the Revised Civil Statutes of Texas as amended by the Legislature of said State, but limit to the kind and character stated herein.

First National Bank as such Depository hereby acknowledges itself duly and firmly bound for the faithful performance of all of the duties and obligations devolving by law upon it as such Depository; that all funds deposited with it as such Depository shall be faithfully kept by such Depository and accounted for according to law; that with respect to the funds belonging to the County, or under its jurisdiction and control, it will pay upon presentation all checks and drafts drawn on said Depository by the County Treasurer of said County, when sufficient funds are on deposit therefore. When the securities pledged hereunder shall be in excess of the amount required under the provisions of Article 2547 and other pertinent statutes, the Commissioners' Court shall permit the release of such excess. When the funds on deposit with said Depository Bank shall for any reason increase

beyond the amount of security provided, said Bank shall immediately pledge additional securities to the Commissioners' Court hereunder to the end that securities pledged shall at no time be less than the total amount of funds on deposit in the Depository Bank and covered by this Depository contract. The Bank shall have the right of substituting other securities for those herewith pledged, or any part thereof, provided the securities substituted meet the requirements of the law and this contract and are approved by the Commissioners' Court. The pledge of securities therein mentioned is for the purpose of securing the faithful performance by said Bank of its duties as Depository as herein set forth. A monthly statement listing securities and their market value shall be submitted to the County Treasurer upon request.

In keeping with the bid proposal filed by the Bank with the Commissioners' Court, the Bank agrees to pay interest on "Demand Deposits"/Transaction Accounts of the County. To the extent permitted by applicable laws and regulations, on any Demand Deposit/Transaction account with a balance of \$100,000.00 or less, but more than \$1,500.00, interest will be paid at the regular rate +.25% for Now Accounts with \$1,000 minimum balance and Super Now Accounts at the rate of +.25% with \$1,500 minimum balance. Although the Bank plans to pay the rates as indicated, we reserve the right not

to be contractual obligated to accept these rates for more than thirty (30) days. Should banking regulations permit obligation during the life of this contract, we will be so bound. Interest will be computed and paid on the last day of each month. The Bank reserves the right to require seven (7) days notice prior to withdrawal or transfer of funds from these "Demand Deposits"/Transaction accounts. The Bank also agrees to pay interest on "Time Deposits". To the extent permitted by applicable laws and regulations, interest on each time deposit will be paid at the following per annum rates, computed on the basis of a three hundred sixty five (365) day year and paid to the County on any schedule specified by the County so long as the method specified is permitted under applicable laws and regulations:

AMOUNTS LESS THAN \$100,000

7 TO 29 DAYS	6 MONTH TREASURY BILL PLUS .63
30 TO 59 DAYS	6 MONTH TREASURY BILL PLUS .63
60 TO 89 DAYS	6 MONTH TREASURY BILL PLUS .63
90 TO 179 DAYS	6 MONTH TREASURY BILL PLUS .63
180 TO 364 DAYS	6 MONTH TREASURY BILL PLUS .63
365 DAYS AND OVER	6 MONTH TREASURY BILL PLUS 1.50
18 MONTH	6 MONTH TREASURY BILL PLUS 2.00

AMOUNTS \$100,000 OR MORE

7 TO 29 DAYS	6 MONTH TREASURY BILL PLUS .63
30 TO 59 DAYS	6 MONTH TREASURY BILL PLUS .63
60 TO 89 DAYS	6 MONTH TREASURY BILL PLUS .63
90 TO 179 DAYS	6 MONTH TREASURY BILL PLUS .63
180 TO 364 DAYS	6 MONTH TREASURY BILL PLUS .63
365 DAYS AND OVER	6 MONTH TREASURY BILL PLUS 1.50
18 MONTH	6 MONTH TREASURY BILL PLUS 2.00

Interest will be based on floating interest rate of daily published auction rate of the U.S. Treasury Bill plus basis points as stated with a floor of 4.75% on amounts under \$100,000 and a floor of 4.75% on amounts over \$100,000. If the County elects to name the Bank as paying agent on County bonds, the Bank agrees to serve as paying agent on such bonds and interest coupons without charge.

The Bank will handle any and all deficiency warrants as may be issued by Upshur County, when presented to said Bank for payment, until the date payment is made by the Treasurer of Upshur County. County indebtedness may be transferred at no additional charge to designated Depository, with interest charged at Prime Rate as published in the WALL STREET JOURNAL. Interest rates on new borrowing will be 6%.

Services rendered by the Bank as required by the County shall be provided at no charge for service charge on checking accounts, including stop payments, bank statements, printed STOCK checks and deposit slips, safety deposit boxes, safe storage of computer tapes in vault, wire services, Courier Services, coin and currency wrappers, bank bags and lock bags. No limit is required on Savings Account balances on deposit. Interest on Savings Accounts will be paid at Four and three fourths per cent (4.75%) per annum.

The Commissioners' Court reserves the right to direct the County Treasurer to withdraw any amount of funds of the

county that are deposited in the County Depository and that are not required immediately to pay obligations of the County, and invest those funds in direct debt securities of the United States.

IF First National Bank shall faithfully do and perform all the duties and obligations devolving on it by law as the County Depository of Upshur County, and shall upon presentation pay checks drawn on it by the County Treasurer of Upshur County, Texas on "Demand Deposits"/Transaction Accounts in such Depository, and shall faithfully keep said County funds, and accounts in such Depository, and shall account for same according to law, and account for all funds belonging to the County which are deposited with it under the requirements of Article 2547, Vernon's Annotated Revised Civil Statutes, and shall include state funds collected, and shall pay the interest at the rate hereinabove stipulated on "Time Deposits: and Demand Deposits", and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value coming into its hands as Depository, then and in that event this Contract is to be and becomes null and void and the securities above shall be returned to the pledgor. Should Bank default in the payment of any checks properly drawn upon it, or default in the payment of any "Time Deposit", "Demand Deposit", or any other account upon

proper presentation, providing such account or accounts be not overdrawn, or otherwise default in the performance of any obligation or duty of the Bank under Texas Statutory law or under the terms of the Depository Contract, then, in such event, County shall have all the rights and duties of a "secured creditor" under Chapter 9 of the Business and Commerce Code of Texas Civil Statutes and any other rights it may have under law.

Any suit arising out of or in any way connected with this Contract shall be tried in the County of Upshur and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

FURTHERMORE, the pledge of the securities thereunder shall extend to, cover and secure all funds of governmental agencies authorized by law to be collected by the County Tax Collector, which he may collect and deposit as authorized by law with the Bank as County Depository.

IN TESTIMONY WHEREOF, witness the signature of First National Bank of Gilmer, Texas on this the 12th day of May, 1997, acting by and through its officers, who are hereunto duly authorized by resolution of the Bank's Board of Directors, and of Upshur County, acting by and through its Commissioners' Court, and pursuant to order of said Commissioners' Court dated the 12th day of May, 1997.

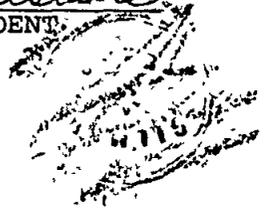
FIRST NATIONAL BANK

Travis Breayner
PRESIDENT

ATTEST:

Blenda Justatic
~~SECRET~~ VICE PRESIDENT

(SEAL)



UPSHUR COUNTY

Chas. L. Still
COUNTY JUDGE

Ray Shaw
COUNTY CLERK

Gaddis Lindsey
COMMISSIONER, PRECINCT NO. 1

Tommy Donley
COMMISSIONER, PRECINCT NO. 2

(SEAL)

[Signature]
COMMISSIONER, PRECINCT NO. 3

[Signature]
COMMISSIONER, PRECINCT NO. 4



FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:40
UPSHUR CO. TX.
BY _____
PRIORITY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned DEAN LUMBER COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths) CATALPA RD.

2. First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3. First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 3, Upshur County.

4. First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5. First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6. Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

[Signature]
First Party Signature
P.O. BOX 610
Street or Box
GILMER, TX. 75644
City, State and Zip Code
843-2457
Telephone
JONES
Timber Tract
5-20-97
Date Signed

cl
County Judge
Gaddis Lindsey
Commissioner 1
Sammy Stanley
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
Date Signed

BY _____
UPSHUR COUNTY, TEXAS
97 JUN -6 AM 11:40
FILED
REX A. SHAW
COUNTY CLERK

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned STEVE RAWLSTON, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths)

WEEPING WILLOW, PERMISSION, AND WHITE OAK

2. First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3. First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 3, Upshur County.

4. First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5. First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6. Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

X [Signature]
First Party Signature

RT. 1 BOX 2800
Street or Box

BAGWELL, TEXAS 75412
City, State and Zip Code

903-427-2308
Telephone

AMBASSADOR COLLEGE
Timber Tract
5-20-97

Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
TEXAS
COUNTY CLERK
97 JUN 26 AM 11:40

APPLICATION FOR FILLING ABANDONED WELL

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

RE: ABANDONED WELL OWNED BY BOBBY MABERRY
1200 BRADFORD ST. GILMER, TX. 75644
E.M. 1404 ROAD.

GENTLEMEN:

DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN
ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,

Bobby Maberry

843-2886

PRECINCT _____

DATE _____

APPROVED _____ REJECTED _____

Charles L. Still

CHARLES L. STILL, COUNTY JUDGE

Goddie Lindsey

GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley

TOMMY STANLEY, COMMISSIONER 2

David Loyd

DAVID LOYD, COMMISSIONER 3

Charles K. Thompson

CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
97 JUN - 6 AM 11:40
UPSUR COUNTY, TX.
BY _____
CLERK

APPLICATION FOR FILLING ABANDONED WELL

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

RE: ABANDONED WELL OWNED BY A.D. HACKLER
RT. 2 BOX 96 PITTSBURG, TEXAS 75686
LONGHORN ROAD.

GENTLEMEN:
DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN
ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,
X Mrs. A. D. Hackler

762-2594

PRECINCT _____
DATE _____

APPROVED _____ REJECTED _____

cl
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
JUN 6 11:40
UPSHUR COUNTY, TX.
BY _____
CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT #4

DATE 5-8-97

Formal notice is hereby given that CHAD SHEETS whose principal address is RT. 4 BOX 738, GILMER, TX. 75644 does hereby propose to place a CULVERT within the ROW of County Road JAGUAR. The location and description of the proposed line or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Chad L. Sheets TITLE _____

725-7157

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed _____ as shown by accompanying drawings and notice dated _____ except as noted below:

FILED
TEXAS
CLERK
97 JUN - 5 AM 11:00

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

Wade Puder
Tommy Stanley *Chad L. Sheets*

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned N.D. WILLIAMS TIMBER COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

RAVEN, OWL, ZINNIA

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

X Dani Hill
First Party Signature

Ch
County Judge

P.O. BOX 899
Street or Box

Spedis Lundy
Commissioner 1

TATUM, TX. 75691
City, State and Zip Code

Tommy Stead
Commissioner 2

903-947-6115
Telephone

[Signature]
Commissioner 3

SPURGEON
Timber Tract

[Signature]
Commissioner 4

5-19-97
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:40
BY _____
Upshur County, TX.
1st PARTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned ROBERTSON LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

SWEET WILLIAMS

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

William Robertson
First Party Signature

RT. 1 BOX 101
Street or Box

ORE CITY, TX. 75683
City, State and Zip Code

968-6484
Telephone

Timber Tract

5-15-97
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

Gaddis Lindsey
Commissioner 1

Tommy Slade
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:40

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY
TO, THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT #2
DATE 5-12-97

Formal notice is hereby given that JERRY BOBO whose
principal address is P.O. BOX 1761, LONGVIEW, TX. 75606 does hereby propose
to place a CULVERT within the ROW of County Road
BRAD ST.. The location and description of
the proposed line or appurtenances is more fully shown by three
(3) copies of drawings attached to the application. Proposed
construction will begin, if approved, on or after the _____
day of _____, 19____.

I, _____, hereby attest that I have read the
conditions set forth in this application and understand it's
contents. NAME Jerry Bobo TITLE _____

903-297-8803 APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to
the location on the right of way of your proposed _____,
as shown by accompanying drawings and notice dated _____,
except as noted below:

It is expressly understood that the Upshur County Commissioners
Court does not purport, hereby, to grant any right, claim, title,
or easement in or upon this county road; it is further understood
that in the future should for any reason Upshur County need to
work, improve, relocate, widen, increase, add to or in any manner
change the structure of this right of way, this appurtenance, if
affected, will be moved under the direction of the Upshur County
Commissioners Court representative and shall be relocated at the
complete expense of the owner within thirty (30) days upon receipt
of notice from the Commissioners Court.

All work on the County right of way shall be performed in
accordance with the Commissioners Court instructions. The
installation shall not damage any part of the roadway and adequate
provisions must be made to cause minimum inconvenience to traffic
and adjacent owners. Specifications for placing this line are as
follows:

1. Barricades, warning signs, lights and flagmen when necessary
shall be provided by the contractor or owner. One half of the
traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross
roadbed at approximately right angles. No lines are to be installed
under or within 50 feet of either end of any bridge. No lines shall
be placed in any culvert or within 10 feet of the closest edge of
same.

Juddes Linder
Tommy Starker

FILED
REX A. SHAW
COUNTY CLERK
JUN - 6 AM 11:40
UPSHUR COUNTY, TX.
PERMIT

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR () KNOW ALL MEN BY THESE PRESENTS

The undersigned MICKELBORO RESOURCES, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 1, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
KINGFISHER AND GROUSE BACK TO 726

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 1, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

[Signature]
First Party Signature

P.O. BOX 377
Street or Box
DIANA, TX. 75640
City, State and Zip Code
903-663-6327
Telephone
BERT LODEN
Timber Tract
5-14-97
Date Signed

[Signature]
County Judge
[Signature]
Commissioner 1
[Signature]
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -5 AM 11:40

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned GRIDER LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 1, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

SILK TREE

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 1, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Tracy Smith
First Party Signature *Tracy Smith*

RT. 2 BOX 142
Street or Box

LINDEN, TX. 75563
City, State and Zip Code

903-756-8175
Telephone

Timber Tract

5-13-97
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:41
BY _____
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR () KNOW ALL MEN BY THESE PRESENTS

The undersigned DEAN LUMBER COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

NASTURTIUM, POINSETTIA

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 2, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

[Signature]
First Party Signature

P.O. BOX 610
Street or Box

GILMER, TX. 75644
City, State and Zip Code

903-843-2457

Telephone
PYLE, DEAN

Timber Tract

5-12-97
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:41
BY _____
COUNTY CLERK, TX.
REPLY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned PATTERSON & DAVIS, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

GOAT & GORILLA

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 4, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Stan Patterson
First Party Signature

RT. 7 BOX 24
Street or Box

GILMER, TX. 75644

City, State and Zip Code

797-6474
Telephone

SHRUM
Timber Tract

5-12-97
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:41
UPSHUR COUNTY, TX.
PRIORITY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned WOODLINE TIMBER, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

SILVER MAPLE

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 4, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

x Eddie Murray
First Party Signature
RT. 1 BOX 427-A
Street or Box
ORE CITY, TX. 75683
City, State and Zip Code
968-3406
Telephone
TEFTELLER
Timber Tract
5-21-97
Date Signed

Ch
County Judge
Yadda Lindsey
Commissioner 1
Johnny Stanley
Commissioner 2
W. J. ...
Commissioner 3
Ch. ...
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:41
UPSHUR COUNTY, TX.
OFFICE

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned PATTERSON & DAVIS LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

HYDRANGEA

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 2, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

John Patterson
First Party Signature

RT. 7 BOX 24
Street or Box

GILMER, TX. 75644
City, State and Zip Code

797-6474
Telephone

MASSEY
Timber Tract

5-28-97
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:41
DISTRICT CLERK, TX.
OFFICE

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned PAGE LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 22; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

_____ DENT _____

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 2, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

[Signature]
First Party Signature

RT. 1 BOX 415
Street or Box

ORE CITY, TEXAS 75683
City, State and Zip Code

968-6233
Telephone

FREEMAN
Timber Tract

5-27-97
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

[Signature]
Date Signed

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 11:41
UPSHUR COUNTY TX
DEPUTY

Date: 5-30-97

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Mary Jo Harris	Gilmer
Sam Shepherd	White Oak
Andy [unclear]	Or City
[unclear]	Longview News-Journal
Rakhi Clew	NRCS - Gilmer
Jeff Cray	JTS - seven county area
Ally Jinks	JTS Gilmer
Roberti Cromley	Gilmer
Murray Jordan	Gilmer
Bill Bacon	County
Frank W Schuch	COUNTY.
Jack Farnsworth	
May Overton	Morris
Joe Glenn	County
Lindley Hugin	Hugin Custom Building
Mike Phillips	Marshall - T.S.F.C.
Tommy Hurtado	Tyler
Tom Slack	TYLER
Phillip Williams	FIVE IN GILMER TYLER MORNING TELEGRAPH
Kaymer Steelman	Gilmer
Velma Clay	Gilmer
Bob Sorba	Bethel
Charlie Harrison	Gilmer

FILED
REX A. STIN
97 JUN - 6 11:41
BY [unclear]

UPSHUR COUNTY
IRC SECTION 125 PLAN
EFFECTIVE JULY 1, 1987
REVISED AND RESTATED JUNE 1, 1997

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UPSHUR COUNTY
IRC SECTION 125 PLAN

ARTICLE I. ESTABLISHMENT OF THE PLAN

1.1 THE PLAN. UPSHUR COUNTY (the "Employer") desiring to provide its employees with the opportunity to select between cash and non-taxable benefits hereby establishes a "Cafeteria Plan," under Section 125 of the Internal Revenue Code, for its Employees. The Plan will be known as the UPSHUR COUNTY IRC Section 125 Plan (the "Plan") and is effective as of July 1, 1987, herein revised and restated June 1, 1997. The Plan is established for the exclusive benefit of the Eligible Employees of the Employer, as such are defined in Articles 2.1 and 3.1 herein. The Plan is designed to provide Employees a means of providing themselves and their dependents various insurance coverages, "work-related" dependent care and health care in a tax-effective manner.

The Plan will be "nondiscriminatory" as such term is used in Section 125 of the Internal Revenue Code and the regulations thereunder, and the Employer will take whatever steps are necessary to maintain the Plan as "nondiscriminatory" under Section 125.

1.2 LEGAL STATUS. Under this Plan, Employees will have a choice between cash compensation and various nontaxable benefits. Thus, this Plan will constitute a "Cafeteria Plan" under Internal Revenue Code Section 125, as amended, and has been reduced to writing in order to comply with Code Section 125. This Plan will also serve as an amendment to certain welfare plans presently in effect for the Employer. Thus, to the extent necessary, this legal instrument will serve as an amendment to each of these welfare plans in order to permit the benefits of this Plan to be fully implemented for the Participants.

ARTICLE II. DEFINITIONS AND CONSTRUCTION

2.1 DEFINITIONS

(a) EMPLOYER shall mean UPSHUR COUNTY and any other corporation which shall elect to participate in the Plan in the manner described in Section 12.1 and any successor corporations which shall adopt the plan.

(b) PLAN shall mean the UPSHUR COUNTY IRC Section 125 Plan, as embodied in this document and as it may be amended from time to time.

(c) CODE shall mean the Internal Revenue Code of 1986, as the same may be amended from time to time, and including any regulations promulgated thereunder.

(d) ADMINISTRATOR(s) shall mean the person or persons designated

to administer the Plan pursuant to Article VIII hereof.

(e) EMPLOYEE shall mean any individual employed by the Employer and to the extent necessary, a retired or terminated Employee who is eligible to receive benefits under this Plan.

(f) ELIGIBLE EMPLOYEE shall mean any Employee of the Employer who satisfies one or more of the eligibility requirements stated herein under Article III. and therefore, is considered to be eligible to participate. The term "eligible employee" shall not include any temporary or seasonal employees, self-employed individuals as defined under Section 401(c), any employees who perform services on a part-time basis, that is, less than 20 hours per week, or individuals employed on a contract basis.

(g) PARTICIPANT shall mean an Employee of the Employer who has elected to participate in this Plan in accord with Article IV.

(h) ELIGIBLE DEPENDENT(S) shall mean the Participant's spouse or dependent, as dependent is defined within Internal Revenue Code Section 152.

(i) HIGHLY COMPENSATED EMPLOYEES means an Employee who, during the Plan Year or during the preceding 12-month period:

(1) is more than a 5% owner of the Employer (applying the constructive ownership rules of Code -318, and applying the principles of Code -318, for an unincorporated entity);

(2) has compensation in excess of \$96,368 (as adjusted by the Commissioner of Internal Revenue for the relevant year);

(3) has compensation in excess of \$64,245 (as adjusted by the Commissioner of Internal Revenue for the relevant year) and is part of the top-paid 20% of employees (based on compensation for the relevant year);

(4) is an officer of the Employer;

(5) is a spouse or lineal family member of a 5% owner.

If the Employee satisfies the definition in clause (2), (3) or (4) in the plan year but not during the preceding 12-month period and does not satisfy clause (1) in either period, the employee is highly-compensated only if he is one of the 100 most highly compensated employees for the year. The number of officers taken into account will not exceed the greater of 3 or 10% of the total number (after application of the Code -414(q) exclusions) of employees, but no more than 50 officers.

(j) KEY EMPLOYEE means an employee who, during the Plan Year,

(1) is an officer of the Employer having annual compensation in excess of \$57,820.50 (prescribed under section 415(b)(1)(A) as the same may be indexed by the Commissioner of the Internal Revenue);

(2) has compensation in excess of \$30,000 (prescribed in Code -415(c)(1)(A) as the same may be indexed by the Commissioner of Internal Revenue) and is one of the Employees owning the ten largest interests in the Employer;

(3) is a 5% owner of the Employer;

(4) is a 1% owner of the Employer having an annual compensation from the Employer of more than \$150,000.

For purposes of clause (1), no more than 50 employees (or, if lesser, the greater of 3 or 10% of the employees) shall be treated as officers. For purposes of clause (2), if 2 employees have the same interest in the employer, the employee having greater annual compensation from the Employer shall be treated as having a larger interest. Such term shall not include any officer or employee of an entity referred to in section 414(d) (relating to governmental plans). For purposes of determining the number of officers taken into account under clause (1), employees described in section 414(q)(8) shall be excluded.

(k) NON-HIGHLY COMPENSATED EMPLOYEE is an Employee who does not meet the definition of a Highly-Compensated Employee.

(l) NON-KEY EMPLOYEE is an Employee who does not meet the definition of a Key Employee.

(m) THIRD PARTY ADMINISTRATOR means a person or person(s) designated by the Employer to assist in the Administrator carry out his/their duties in accord with Section 8.1.

(n) CONTROL GROUP shall mean the Employer and such corporations and unincorporated trades or businesses which are common members with the Employer in a Controlled Group, as determined under Section 414(b) and (c) of the Code, or which, together with the Employer form an Affiliated Service Group within the meaning of Section 414(m) of the Code.

(o) COMPENSATION shall mean the wages and salary which is paid to an Employee by the Employer, as defined under Sections 414(s) and 415(c) of the Code, as amended, including any regulations issued thereunder.

(p) EFFECTIVE DATE shall mean July 1, 1987

(q) ANNIVERSARY DATE shall mean each June 1 of each calendar year.

(r) PLAN YEAR shall mean the eleven (11) month period commencing on July 1, 1987 and ending on May 31, 1988; and in succeeding years, commencing on the first day of each June and ending the last day of each following May thereafter.

(s) OPEN ENROLLMENT PERIOD means the period beginning a minimum of thirty (30) days before and ending the day prior to the beginning of the next Plan Year during which a Participant or Eligible Employee can

elect in accordance with Article IV to convert compensation into Plan Benefit Dollars for the upcoming plan year. However, the period will not exceed the beginning date of a plan year, except in the case of a new employee.

(t) PLAN BENEFIT DOLLARS shall mean the dollar credits elected by the Participant in accordance with Article IV of this Plan.

(u) PLAN BENEFIT ACCOUNT shall mean a bookkeeping account reflecting the activity of the Participant's Plan Benefit Dollars debited to and credited from the premium, health care reimbursement and/or dependent care expense accounts during the Plan Year.

(v) ELECTION FORM shall mean a salary reduction agreement under which the Eligible Employee elects to participate in this Plan in accordance with the plan provisions, as defined herein. The signing of the election form by the Eligible Employee authorizes the Employer to reduce the Participant's compensation and to contribute the amount of the reduction to this Plan on behalf of the Participant, as a pre-tax contribution to be disbursed in accordance with the Plan provisions. The salary reduction agreement shall apply only to compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

(w) NON-TAXABLE BENEFIT shall mean any benefit attributable to employer contributions to the extent that such benefit is not currently taxable to the Participant under the Internal Revenue Code upon the receipt of the benefit. All qualified benefits will be provided in the form of salary reduction. Various non-taxable benefits are referenced under separate written plans.

(x) TAXABLE BENEFIT shall mean cash or taxable compensation.

(y) EXPENSES shall mean any expense paid or incurred by a Participant, the reimbursement of which by the Plan would not be includible in the income of such Participant under any provision of the Code.

(z) ERISA shall mean Employee Retirement Income Security Act of 1974, as amended, and any regulations promulgated thereunder.

2.2 CONSTRUCTION. The masculine gender includes the feminine and the singular may include the plural, unless the context clearly indicates to the contrary.

ARTICLE III. ELIGIBILITY AND PARTICIPATION

3.1 ELIGIBILITY. An Employee of the Employer must satisfy one of the following eligibility requirements in order to become an Eligible Employee in the Plan:

(a) An Employee who is designated as a regular, full-time Employee as of the effective date, as defined herein, will become an Eligible Employee on the Effective Date, or

(b) A regular, full-time Employee who had not been hired prior to the Effective Date will become an Eligible Employee on the first day of the first month following their date of hire by the Employer as a regular, full-time employee.

3.2 REGULAR, FULL-TIME EMPLOYEE. A regular, full-time employee is one who normally works at least 20 hours per week.

3.3 AGE LIMITATIONS. There are no minimum or maximum age requirements for participation in the Plan.

3.4 DURATION. An Eligible Employee will become a Participant in the Plan in accordance with Article IV, prior to the date he becomes an Eligible Employee provided he has completed an election form and made an election to participate. A Participant remains a Participant under the Plan until the earliest of:

(a) his ceasing to be an Employee of the Employer, or

(b) when the Participant no longer has an election in effect, as provided in Article IV.

Rehired former Participants are treated as new Employees under the Plan. However, if a former Participant is rehired within the same plan year in which he terminated he will not be eligible to participate until the beginning of the next plan year.

3.5 CHANGE IN EMPLOYMENT STATUS. If a Participant ceases to be a Participant, as provided in Article 3.4 herein, he will still be allowed to submit claims against the balance in his Plan Benefit Account(s) in accordance with the claims procedure in Article VII.

ARTICLE IV. ELECTIONS AND PROCEDURES

4.1 INITIAL SALARY CONVERSION ELECTION. Prior to the Effective Date, or if later, to the first day of the Plan Year during which an Employee is first eligible to participate, there will be an Open Enrollment Period during which the Employee can elect to convert up to \$10,000 of his annual compensation into Plan Benefit Dollars. The Administrator will provide the Employee with an election form and a Summary Plan Description which will contain, at a minimum, the following information:

(a) that the election form must be completed in ink notifying the Employer of the amount of compensation the Participant desires to convert into Plan Benefit Dollars and the non-taxable benefits he desires the Employer to purchase for or provide to him with the designated Plan Benefit Dollars and to return the form to the Administrator prior to the end of the Open Enrollment Period;

(b) that the election will be effective on the first day of eligibility and continue in effect until the last day of the Plan Year during which the election is made;

(c) that, except as provided in Section 4.4, the election is not revocable;

(d) that the Participant has the option of reducing his salary by a maximum of \$10,000 and converting this sum to Plan Benefit Dollars;

(e) that the salary conversion will be considered as employer contributions used to pay for Health and Cancer Insurance, Dependent Care expenses and other health care expenses the employee, as a Participant, may request payment from the Employer's Third Party Administrator; and

(f) that the Employee will forfeit any unused Plan Benefit Dollars remaining in his Plan Benefit Account(s) at the Plan Year end, subject to reimbursements available under Article VII.

(g) additional information as required by the Internal Revenue Code Section 125.

4.2 FAILURE TO ELECT. If an Employee fails to return the election form prior to the end of the Open Enrollment Period, the Employee will not become a Participant. However, an Employee will be allowed to make initial salary conversion elections during each succeeding Open Enrollment Period, if he so desires.

4.3 ELECTIONS FOR SUBSEQUENT PLAN YEARS. Prior to the beginning of each subsequent Plan Year there will be an Open Enrollment Period. During the Open Enrollment Period, a Participant or Eligible Employee will have the opportunity to elect different or new coverage under the Plan effective for the subsequent Plan Year. The election form and summary plan description will provide the same information as stated in Section 4.1. If a Participant fails to re-elect coverage and is still eligible to participate, the Participant will be deemed to have elected not to participate and will have to wait until the next Open Enrollment Period to elect to participate under the Plan. A Participant may terminate his participation in the Plan by returning an election form during the Open Enrollment Period stating he no longer wants to participate in the Plan for the upcoming Plan Year.

4.4 REVOCABILITY OF ELECTIONS. The Administrator will permit a Participant to revoke his election regarding the amount of his compensation which he elects to have converted into Plan Benefit Dollars only if such revocation is made within the Open Enrollment Period prior to the commencement of the Plan Year for which the election is made or if the Participant experiences a change in family status. Changes in family status are limited to the marriage of the employee, divorce of the employee, death of an employees spouse or child, birth or adoption of a child by the employee, the employee's or spouse's change from full-time to part-time employment status or vice versus, a significant change in the employee's or spouse's health coverage attributable to the spouse's employment, the employee's or spouse's taking of an unpaid leave of absence, commencement or termination of the employee's or spouse's employment and certain changes in a Participants dependents age, schooling or dependency. The revocation and new election must be consistent with the change in family status. New elections or alterations to current elections must

be made within thirty (30) days following the date the change in family status occurred.

If the cost of the health plan increases or decreases during the Plan Year and under the terms of this Plan, the employees are required to make corresponding changes in the premium payments, this Plan may, on a reasonable and consistent basis, automatically increase or decrease, as the case may be, all affected Participants' elections. Alternatively, if the premium amount significantly increases or if the coverage under the health plan is significantly curtailed or ceases, this Plan may permit Participants to either make a corresponding change in their premium payments or to revoke their elections and, in lieu thereof, to receive on a prospective basis, coverage under another health plan with similar coverage. No elective adjustments or revocations of Participant's elections other than those stated herein may be permitted under this Plan on account of changes in the cost of a health plan. Revocation or alterations of elections must be made prior to the implementation of the premium or coverage changes.

Such opportunities to revoke or modify one's elections shall be consistent with Section 125 of the Code, as amended, and any regulations promulgated thereunder.

4.5 INSUFFICIENT CONTRIBUTIONS. To the extent a Participant does not have sufficient Plan Benefit Dollars to pay for the premiums required for the elected non-taxable benefits under this Plan, the Employer will be authorized to deduct the required amounts from the Participant's monthly compensation to the extent required to pay for said non-taxable benefits under Article VII of this Plan.

4.6 ADMINISTRATOR'S ADJUSTMENT OF A SALARY CONVERSION. The Administrator maintains the right to adjust any salary conversion election made under this plan, and if necessary, to adjust any Participant's Plan Benefit Accounts to ensure that the Plan complies with the nondiscrimination requirements of Internal Revenue Code Sections 79, 105(h), 125 and 129.

ARTICLE V. NONDISCRIMINATION RULES

5.1 NONDISCRIMINATION RULES: The nondiscrimination rules of Code Section 125 and 129 are intended to ensure the qualified status of the Plan:

(a) As set forth in Code Section 125(b)(1):

"(1) in the case of a Highly Compensated Participant, shall not apply to any benefit attributable to a Plan Year for which the Plan discriminates in favor of:

- (1) Highly compensated individuals as to eligibility to participate, or
- (2) Highly compensated employees as to contributions or benefits."

(b) "In the case of a Key Employee [within the meaning of Section 416(i)(1), subsection (a)] shall not apply to any benefit which the statutory nontaxable benefits provided to Key Employees exceed 25 percent of the aggregate of such benefits provided for all employees under the Plan."

(c) Relative to the Dependent Care Assistance Program:

(1) As set forth in Code Section 129(d)(8):

(a) A Plan meets the requirements of this paragraph if the average benefits provided to Employees who are not Highly-Compensated Employees under all plans of the Employer is at least 55 percent of the average benefits provided to Highly Compensated Employees under all plans of the Employer.

(b) For the purposes of subparagraph (a), in case of any benefits provided through a salary reduction agreement, a Plan may disregard any employees whose compensation is less than \$25,000.

(2) As set forth in Code Section 129(d)(4):

"Not more than 25 percent of the amounts paid or incurred for dependent care assistance during the year may be provided for shareholders or owners (or their spouses or dependents), each of whom (on any day of the year) owns more than 5 percent of the stock or capital or profit interests in the Employer."

5.2 FAILURE TO MEET NONDISCRIMINATION REQUIREMENTS. In the event the aforementioned nondiscrimination requirements are not met, the Employer will reduce the future contributions of the prohibited group to bring the plan into compliance.

ARTICLE VI. CONTRIBUTIONS

6.1 SALARY REDUCTIONS. A Participant shall be entitled to elect to have up to the amount indicated in Section 4.01 converted into Plan Benefit Dollars to be used by the Employer to purchase or provide a Non-Taxable Benefit(s) through salary reduction. The salary reduction has the effect of causing amounts contributed under the Plan to be treated as Employer contributions only to the extent that the agreement relates to compensation that has not yet been actually or constructively received by the Participant as of the date of the agreement and subsequently does not become available to the Participant.

6.2 CARRY OVER OF PLAN DOLLARS. A Participant may not carry over unused benefits or contributions from one plan year to a subsequent plan year. Further, a Participant may not use Employer contributions for one plan year to purchase benefits which were provided in a subsequent plan year. Expenses eligible for reimbursement through this Plan must be incurred during the Plan Year in which the reimbursement is being made.

The maximum amount of Plan Benefit Dollars which an Eligible Employee may elect to contribute to his Dependent Care Expense Account during each calendar year shall be equal to the lesser of (a) \$5,000 or \$2,500 in the case of a married Eligible Employee filing a separate income tax return, or (b) 100% of the Eligible Employee's taxable income for such calendar year, or, in the case of a married Eligible Employee, 100% of the taxable income of the Eligible Employee's spouse for such calendar year, if less. This feature of the Plan is intended to satisfy the non-discrimination requirements of Code Section 129 regarding dependent care assistance programs.

Participants will not be permitted to deposit their own after-tax dollars into the account. The account will not represent actual Participant or Employer deposits into any fund. No assets or funds will be invested in any separate trust. Participants are allocating Plan Benefit Dollars to provide for future Dependent Care Expenses from the account. The Plan Benefit Dollars in the account will be paid to Participants in the future, and until paid, will remain with the Employer without interest credit of any kind. No reimbursement or payment under this Section 7.3 shall at any time exceed the current balance of the Participant's Dependent Care Expense Account at the time of reimbursements or payment.

The payment schedule of premiums for the Participants elected contributions for reimbursement under this Plan, shall be a monthly average of total amount elected for the Plan Year to be payroll deducted on a level and pro rata basis for each payroll period. Once the annual contribution elected is reduced to zero there will be no other payments made.

Payments from a Participant's Dependent Care Expense Account shall be made monthly directly to the Participant as a reimbursement up to the amount of the current balance. Prior to reimbursements being forwarded to the Participant, a "Dependent Care Assistance Agreement" must be completed by the Participant and the Participant's Provider of Dependent Care Services. The Participant will be required to present documentation of employment-related dependent care expenses incurred. Reimbursement checks will not be released if a "Dependent Care Assistance Agreement" and/or documentation of expenses are pending receipt by the Third Party Administrator. Once expenses have been deducted in accordance with the Plan provisions, Participants may not utilize the otherwise available individual tax credit for Dependent Care Expenses.

In the event a Participant terminates employment with the Employer, his participation in the Dependent Care Account shall cease and no further salary reductions shall be made. However, a Participant who has terminated employment or otherwise become ineligible to participate further in the Plan conversion will be allowed to submit claims to the Dependent Child Care Reimbursement Account until the earlier occurrence of:

- (1) his Dependent Child Care Reimbursement Account is exhausted;
- or (2) 60 days after the end of the Plan Year.

ARTICLE VII. SPENDING PLAN BENEFIT DOLLARS

7.1 AVAILABLE BENEFITS. Plan Benefit Dollars can be used to pay for:

- (a) the Participant's required and elective premiums for coverages under the Employer's
 - (1) Health Insurance Plan;
 - (2) Cancer Insurance Plan (Section 7.2);
- (b) work related child care expenses (Section 7.3); and
- (c) other non covered health care expenses (Section 7.4).

7.2 DETAILS OF THE PLAN -- HEALTH AND CANCER PLANS. An Eligible Employee may elect, in accordance with Article IV, to pay for all or part of his required premiums due on or after the Effective Date for the Plan with his Plan Benefit Dollars. The benefits available under the Health and Cancer Plans are incorporated by reference. The Administrator will, upon request, provide each Eligible Employee with a free copy of the written Health, Dental and Cancer Plans detailing the benefits available to the Participant. The UPSHUR COUNTY Health and Cancer plans will be the same after the Effective Date of this plan as in effect prior thereto.

7.3 DETAIL OF THE PLAN -- DEPENDENT CARE EXPENSE ACCOUNT. An Eligible Employee may elect, in accordance with Article IV, to deposit Plan Benefit Dollars in a Dependent Care Expense Account established in such Eligible Employee's name to reimburse employment-related dependent care expenses incurred by the Eligible Employee for an individual who is: (a) a child or stepchild of the Participant, who has not attained age 13 and with respect to the Participant is entitled to claim an exemption under Section 151(c) of the Code, or (b) a dependent, as defined under Section 152 of the Code, of the Participant who is physically or mentally incapable of caring for himself. "Employment-related dependent care expenses" are expenses, as defined in Code Section 21(b)(2), incurred by a Participant that (a) are incurred for the care of a Dependent or related household services, (b) are paid or payable to a Dependent Care Service Provider and (c) are incurred to enable the Participant to be gainfully employed for any period during which there are one or more dependents with respect to the Participant. Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

A Dependent Care Service Provider is considered a person, other than a related individual described in Section 129(c) of the Code, or a dependent care center (as defined in Section 21(b)(2)(D) of the Code and satisfies the requirements of Section 21(b)(2)(C) of the Code) who provides care for the Participant's dependents.

Plan Benefit Dollars in the Participant's account at the end of the Plan Year will be forfeited. Amounts forfeited will be considered general assets of the Employer, and the Participants of the Plan shall have no rights to these assets whatsoever.

Each Participant will provide receipts for eligible expenses as they are incurred. Expenses must be substantiated by a written statement from an independent third party stating that the expenses have been incurred, the amount of the expense, the name of the provider of service, the type of expense, the date services were rendered and the name of the individual for whom the expense was incurred. The participant must provide a written statement that the amount of the expense has not been reimbursed and is not reimbursable from any other Plan. A claim form will be provided for this purpose by the Administrator. The claim form must be signed by the Participant before reimbursements are made. For expenses to be reimbursed through this Plan, services for the participant's dependents must be dated during the Plan Year in which the expenses are to be reimbursed. However, the actual reimbursement of the expenses may be made after the end of the Plan Year.

7.4 DETAILS OF THE PLAN - HEALTH CARE REIMBURSEMENT ACCOUNT. An Eligible Employee may elect, in accordance with Article IV, to deposit Plan Benefit Dollars in a Health Care Reimbursement Account, a separate account used to reimburse a Participant for noncovered health-related expenses incurred by the Participant, the Participant's spouse, or the Participant's Dependents, as defined in Section 152 of the Code. Any health-related expenditures which meet the criteria of a deductible medical expense under Section 213(d) of the Internal Revenue Code will be eligible for reimbursement to the extent the Participant elects to deposit Plan Benefit Dollars into the account. Claims paid by the Employer's Group Health and/or Dental Insurance Plans or any other plan(s) the Participant or Participant's dependents, including spouse, may be covered by are not reimbursable under this Plan. The account is intended for expenses that would have to be paid solely by the Participant. A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the spouse's employer or individual policies maintained by the Participant or his spouse or dependents.

Participants may elect to deposit Plan Benefit Dollars into this Account subject to a maximum of \$1,500 for each Plan Year. Participants will not be permitted to deposit their own after-tax dollars into the account. The account will not represent actual Participant or Employer deposits into any fund. No assets or funds will be invested in any separate trust. Participants are allocating Plan Benefit Dollars to provide for future health care reimbursements from this account. Until paid, the Plan Benefit Dollars will remain as part of the Employer's general assets. The Plan Benefit Dollars in the account will be paid without interest credit of any kind.

Reimbursement of the maximum dollar amount elected by the Participant (reduced by prior reimbursements) shall be available at all times during the period of coverage, regardless of the actual amounts deposited into the Participant's Health Care Reimbursement Account. No reimbursement or payment under this Section 7.4 of expenses incurred during a Plan Year shall exceed the balance of the Health Care Reimbursement Account for the Plan Year at the time of the reimbursement or payment. The Plan Administrator will be responsible for providing, as needed, the maximum amount of reimbursement dollars elected by each Participant throughout the period of coverage. Once the deductions and reimbursements have been made in accordance with the Plan provisions, the expenses cannot be considered by the Participant for a possible tax credit on the Participant's individual tax return.

The payment schedule of premiums for the Participants elected contributions for reimbursement under this Plan shall be a monthly average of the total amount elected for the Plan Year to be payroll deducted on a level and pro rata basis for each payroll period. Once the annual contribution elected is reduced to zero, there will be no other payments made.

Each Participant will provide receipts for eligible expenses as they are incurred or when the aggregate total of the expenses equal \$25 or more. Expenses must be substantiated by a written statement from an independent third party stating that the expense has been incurred, the amount of the expense, the name of the provider of service, the nature of the expense, the date services were rendered and the name of the individual for whom the expense was incurred. The Participant must provide a written statement that the amount of the expense has not been reimbursed and is not reimbursable from any other health plan. Proof of nonpayment by all insurance plans the Participant, the Participant's spouse and the Participant's dependents are covered by must also be provided prior to reimbursement of the expenses. A claim form will be provided for this purpose by the Administrator. The claim form must be signed by the Participant before reimbursements are made. For expenses to be reimbursed through this Plan, services rendered by the Participant, the Participant's spouse or dependents must be dated during the Plan Year in which the expenses are to be reimbursed. However, the actual reimbursement of the noncovered expenses may be made after the end of the Plan Year. Reimbursements will be made monthly at the time plan contributions are received by the Third Party Administrator from the Employer.

If a Participant terminates employment with the Employer, his participation in the Health Care Reimbursement Account shall cease and no further salary reductions shall be made. However, a Participant who has terminated employment or otherwise became ineligible to participate further in the Plan conversion will be allowed to submit claims to the Third Party Administrator until the earlier to occur of: (1) his Health Care Reimbursement Account is exhausted; or (2) 60 days after the end of the Plan Year.

In the event a Participant's services are terminated, permanently or temporarily, the Employer will withhold remaining contributions, for prior reimbursements made during the Plan Year, from the Participant's last paycheck, as agreed by the Participant at the time elections were made.

Plan Benefit Dollars in the Participant's account at the end of the Plan Year will be forfeited. Amounts forfeited will be considered general assets of the Employer, and the Participants of the Plan shall have no rights to these assets whatsoever.

7.5 NOTICE OF CLAIM. Claims for reimbursement under Section 7.5 for incurred expenses, not otherwise covered, may be requested at any time during the Plan Year in which the services were received but no later than 90 days after the Plan Year ends. Claims must be submitted in an aggregate amount totaling at least \$25, except for Prior Year's claims filed after the Plan Year ends when any amount may be submitted. The Participant must file his claim on a form approved by the Administrator. Claims must then be submitted to the Third Party Administrator.

ARTICLE VIII. PLAN ADMINISTRATION

8.1 GENERAL INFORMATION. The Employer's Board of Directors shall be the "administrator" of the Plan and a "named fiduciary" within the meaning of such terms as used in ERISA, as amended. The Employer shall be the Plan's agent for legal service.

8.2 AVAILABILITY OF PLAN DETAIL. The Employer has and will continue to make available descriptive materials to Eligible Employees and Participants concerning how the Plan operates, including the process by which benefits are payable. If Participants have questions concerning the operation of the Plan or the Participant's eligibility for the payment of the benefits under the Plan, the Plan's Administrator is to be contacted.

8.3 ALLOCATION OF RESPONSIBILITY FOR ADMINISTRATION. The designated representatives of the Employer shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan.

The Employer shall have the sole responsibility for making the contributions provided for under Articles VI and VII, and shall have the sole authority to amend or terminate, in whole or in part, this Plan at any time with the approval of the officers of the Company.

The Administrator shall have the sole responsibility for the administration of this Plan which responsibility is specifically described in this Plan.

The Administrator warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action. Furthermore, the Administrator may rely upon any such direction, information or action of another Employee of the Employer as being proper under this Plan, and is not required under this Plan to inquire into the propriety of any such direction, information or action. It is intended under this Plan that the Administrator shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this plan and shall not be responsible for any act or failure to act of another Employee of the Employer. Neither the Administrator nor the Employer makes any guarantee to any Participant in any manner for any loss or other event because of the Participant's participation in this Plan.

8.4 APPEAL OF A DENIED CLAIM. If a claim is wholly or partially denied, notice of the decision shall be furnished to the Participant within 90 days after the receipt of the claim by the Plan. If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Participant prior to the end of the initial 90 day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the final decision. The following information must be provided in a written notice to the Participant denied a claim for benefits:

- (1) specific reason(s) for the denial;
- (2) specific reference to pertinent plan provisions on which the denial is based;
- (3) a description of any additional materials or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary;
- (4) appropriate information as to the steps to be taken if the Participant wishes to submit his claim for review; and

(5) that the Participant or his duly authorized representative has a reasonable opportunity to appeal the denial of the claim, including but not limited to:

- (a) requesting a review upon written application to the Plan;
- (b) reviewing pertinent documents; and
- (c) submitting issues and comments in writing.

The Administrator's decision on the claim after the request to review the initial denial must be made not later than 60 days after the receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the Participant shall be notified of the extension and a decision shall be rendered as soon as possible, but not later than 120 days after receipt of the request for review. The decision on review must be in writing and must include specific reasons for the decision, written in a manner calculated to be understood by the Participant, as well as specific references to the pertinent Plan provisions on which the decision is based. The above notwithstanding, the Administrator shall have the right to delegate the initial claim review to the Third Party Administrator, provided such delegation is not inconsistent with the requirements of Department of Labor Regulation -2560.503-1. All appeals from the denial of initial claim review will be reviewed by the Administrator.

8.5 RECORDS AND PROCEDURES. The Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with the terms of the Plan relating to the records of the Participants and the balances which are payable under this Plan. The Administrator shall be responsible for complying with all reporting, filing, and disclosure requirements established by the Internal Revenue Service and Department of Labor for Section 125 Plans. After the close of each Plan Year the Administrator shall provide to each Participant a statement of his participation.

8.6 OTHER POWERS AND DUTIES OF THE ADMINISTRATOR. The Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder including, but not limited to, the following:

- (a) to construe and interpret the Plan, decide all questions of eligibility, and determine the amount of any benefits in accordance with the provisions of the Plan;
- (b) to prescribe procedures to be followed by Participants filing applications for benefits;
- (c) to prepare and distribute information explaining the Plan in such manner as the Administrator determines to be appropriate;
- (d) to receive from the Employer and from Participants such information as shall be necessary for the proper administration of the Plan;
- (e) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (f) to appoint individuals to assist in the administration of the Plan and any agents it deems advisable, including legal and actuarial counsel.

The Administrator shall have no power to add to, subtract from, or modify any of the terms of the plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan.

The Administrator shall exercise such authority and responsibility as he deems appropriate in order to comply with ERISA, including, but not limited to, any documents and notifications required to be given to participants and annual reports required to be filed with the Internal Revenue Service and the Department of Labor.

8.7 RULES AND DECISIONS. The Administrator may adopt such rules as it deems necessary or appropriate provided that any such rules and procedures shall be consistent with the provisions of the plan and ERISA. All rules and decisions of the Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Administrator shall be entitled to rely upon information furnished by a Participant, the Employer, or the legal counsel of the Employer.

8.8 PROCEDURES. The Administrator may act at a meeting or in writing without a meeting. The Administrator may adopt such by-laws and regulations as it deems appropriate for the conduct of its affairs.

8.9 AUTHORIZATION OF BENEFIT PAYMENTS. The Administrator shall issue directions to the Employer concerning all benefits which are to be paid from the Employer's general assets pursuant to the provisions of the Plan, and warrants that all such directions are in accordance with the Plan.

8.10 APPLICATIONS AND FORMS FOR BENEFITS. The Administrator may require a Participant to complete and file with the Administrator an application for a benefit and all other forms approved by the Administrator and all pertinent information requested by the Administrator. The Administrator may rely upon all such information so furnished it.

8.11 NON-ASSIGNABILITY. It is a condition of the Plan, and all rights of each eligible employee to receive benefits under the Plan shall be subject thereto, that no right or interest of any such person in the Plan shall be assignable or transferable in whole or in part, either directly or by operation of law or otherwise, including, but not by way of limitation, execution, levy, garnishment, attachment, pledge or bankruptcy, but excluding devolution by death or legal disability or incapacitation, and no right of interest of any such Person in the Plan in the Plan shall be liable for, or subject to, any obligation or liability of such person, including claims for alimony or the support of any spouse.

8.12 FACILITY OF PAYMENT. Whenever, in the Administrator's opinion, a person entitled to receive any payment of benefits hereunder is under a legal disability, incapacitated in any way so as to be unable to manage his personal financial affairs, or dies the Administrator may direct the Employer to make payments to such person or to the person's representative or to a relative or friend of such person or to the person's legal representative for such person's benefit; or the Administrator may direct the Employer to apply the payment for the benefit of such person in such manner as the Administrator considers advisable. Any payment of a benefit or installment thereof in accordance with the provisions of this Section shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.

8.13 INDEMNIFICATION OF THE ADMINISTRATOR. The Administrator shall be indemnified by the Employer against any and all liabilities arising by the reason of any act or failure to act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

8.14 NO GUARANTEE OF TAX CONSEQUENCES. Neither the Administrator nor Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal tax nor that any other favorable tax treatment will apply to or be available to any Participant with respect to such amounts. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal tax purposes, and to notify the Administrator if the Participant has reason to believe that any such payment is not so excludable.

8.15 EXPENSES. All costs and expenses incurred in administering the Plan and other administrative expenses shall be paid by the Employer. The Administrator, in its sole discretion, having regard to the nature of a particular expense, shall determine the portion of such expense which is to be borne by a particular Participant.

ARTICLE IX. MISCELLANEOUS

9.1 NONGUARANTEE OF EMPLOYMENT. Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees with or without cause.

9.2 RIGHTS TO EMPLOYER'S ASSETS. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise except to the extent of the benefits payable under this Plan to such Employee or beneficiary. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Employer, and the Administrator shall not be liable therefor in any manner.

9.3 NONALIENATION OF BENEFITS. Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any land, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Employer shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts or any person entitled to benefits hereunder.

9.4 DIVESTMENT OF BENEFITS. Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant of a right to the benefit to which the Participant becomes entitled in accordance with the provisions of the Plan.

9.5 DISCONTINUANCE OF CONTRIBUTIONS. In the event of a permanent discontinuance of contributions to the Plan, a Participant shall receive any and all benefits to which that Participant was entitled as of the date the discontinuance of contributions occurred.

ARTICLE X. AMENDMENTS AND ACTION BY EMPLOYER

10.1 AMENDMENTS. The Employer, UPSHUR COUNTY reserves the right to make from time to time any amendment or modification to this Plan, by written instrument duly adopted by the Board of Directors of the Employer. Any such amendment or modification shall become effective on such date as the Employer shall determine and may apply to person eligible to receive benefits or persons receiving benefits under the Plan at the time thereof, or both, as well as to persons who otherwise would be eligible to receive benefits in the future, provided, however, that no such amendment or modification shall deprive any Participant of any benefits attributable to reduction in his compensation made prior to the date of such amendment or modification.

10.2 ACTION BY EMPLOYER. Any action by the Employer under this Plan may be by resolution of its officers or by any person or persons duly authorized by resolution of said officers to take such action.

ARTICLE XI. PLAN TERMINATION

11.1 RIGHT TO TERMINATE. The Employer has adopted this Plan with the intention of permanently providing the benefits hereunder. However, the Employer may terminate the Plan at any time by filing with the Secretary of the Employer a duly certified copy of a resolution of its Board of Directors to that effect and giving notice of its intend

termination of the Plan. In the event of the dissolution, merger, consolidation or reorganization of the Employer, the plan shall terminate unless the Plan is continued by a successor to the Employer in accordance with a resolution of its officers.

11.2 PLAN TERMINATION. Upon the termination of the Plan, any salary conversion agreements executed in accordance with Article IV. shall remain in effect for a period of at least 60 days. Any balances remaining to the Participant's credit shall continue to be used to reimburse the Participants for eligible expenses, in accordance with Article VII, for the remainder of the Plan Year.

ARTICLE XII. PLAN ADOPTION

12.1 ADOPTION OF THE PLAN. With the consent of the Employer, any corporation which is a member of the same controlled group of the Employer (within the meaning of Section 1563(a) of the Code) may become a participating Employer under the Plan by (a) taking such action as shall be necessary to adopt the Plan, (b) filing with the Secretary of the Employer a duly certified copy of the Plan as adopted by such corporation and (c) executing and delivering such instruments and taking such other actions as may be necessary or desirable to put the Plan into effect with respect to such corporation.

12.2 GOVERNING LAW. The Plan is intended to constitute a cafeteria plan within the meaning of Section 125 of the Code, and the applicable portions of the Plan are intended to constitute an accident and health plan within the meaning of Section 105 of the Code and a dependent care assistance program as defined in Section 129 of the Code. To the extent not preempted by ERISA, this Plan shall be interpreted and construed in accordance with the above-referenced section of the Code and the law of the State of Texas.

IN WITNESS WHEREOF, the Employer has caused this revised and restated UPSHUR COUNTY IRC Section 125 Plan to be executed by its duly authorized officers on this 30th day of May 1997.

ATTEST:

UPSHUR COUNTY

Rex Shaw

Charles Still

REX SHAW
COUNTY CLERK
UPSHUR

JUDGE CHARLES STILL
COUNTY JUDGE
UPSHUR COUNTY

(COUNTY SEAL)



FILED
REX A. SHAW,
COUNTY CLERK,
UPSHUR COUNTY, W. VA.
97 JUN -6 AM 11:39
BY _____
DEPUTY

**EMERGENCY MEETING
NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
THURSDAY, JUNE 5, 1997, 1:00 P.M., EMERGENCY SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR**

AGENDA

- 1. Vote to accept an agreement between Lanier Company and Upshur County for purchase of a recording machine for dispatch service. Machine to be paid for by the C.O.G. through 911 process.**

AGREEMENT: Machine, installation and maintenance for 12 months to be paid for through C. O. G.



Charles L. Still

Upshur County Judge

FILED
DEXA SHAW
COUNTY CLERK
97 JUN -5 AM 9:50
UPSHUR COUNTY, TX
BY _____
DEPUTY

UPSHUR COUNTY COMMISSIONER'S COURT
6-5-1997

Commissioner's Court met in Emergency Session. All members present.

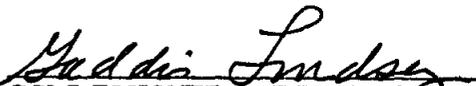
1. No action taken on agenda item concerning agreement between Lanier Company and Upshur County for purchase of a recording machine for dispatch service. Copy attached.

Judge Still announced meeting adjourned.

Attendance Sheet placed into minutes for matter of record only.



JUDGE CHARLES STILL



COMMISSIONER GADDIS LINDSEY

VOL 48 PG 200


COMMISSIONER TOMMY STANLEY


COMMISSIONER RICK JACKSON


COMMISSIONER KENNEY THOMPSON

LANIER

Lanier Worldwide, Inc.
1828 ESE Loop 323
Suite 101 - Southpark Center
Tyler, TX 75701
Sales (803) 597-3828
Facsimile (903) 593-8443

Upshur County Sheriff's Office
405 North Titus
Gilmer, Texas 75644

Dear Nancy Patterson:

The purpose of this letter is to apologize for my mistake pertaining to your funding availability. This mistake was made solely on my part.

After I returned to my office today I looked over the letter I was sent by Carolyn Flores and Upshur County was not on that list. Carolyn has been very thorough in her communication with Lanier regarding the status of funding for each PSAP.

Once again, I apologize for my mistake and for any inconvenience I may have caused you.

Sincerely,



Greg Sims
Logger Specialist
(800)333-2976

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 10:03
UPSHUR COUNTY, TX.
DEPUTY

Commissioner Court
Emergency Session
6-5-1997
1:00 pm.

<u>NAME</u>	<u>Residence or Organization</u>
Greg Sims	Lanier Inc.
Elaine Fletcher	Rt. 3 Box 397w, Gilmer Tx. Ret. 13

FILED
REX A. SHAW
COUNTY CLERK
97 JUN -6 AM 10:05
UPSHUR COUNTY, TX.
BY _____
DEPUTY