

Exhibit “A”

Winnie-Stowell Hospital District
Attendance Form
Please Print Legibly

*NOTE: For Public Comment – If you are planning on making a public comment, please see the
“Policy and Procedures” and fill out a “Public Participation Form”*

Reg Meeting

Date: Jan 20 2016

Name	Address
Steve Fitzgerald	
Wade A. Thibodeaux	Hometown Press
DANNY THOMPSON	Thompson Outpt. Clinic
Hazel Meaux	Stowell
LISA PONCE	

**WINNIE STOWELL HOSPITAL DISTRICT
PUBLIC COMMENT-SIGN IN SHEET**

**POLICIES AND PROCEDURES
FOR PUBLIC COMMENT AT BOARD OF DIRECTORS
MEETINGS**

Any Individual shall be allowed to speak but is subject to the rules set forth in above Policies and Procedures for Public Comment:

- a. The Board reserves the right to limit the number of speakers to insure the completion of the posted agenda in a timely manner
- b. Individuals desiring to speak shall sign-up in advance of the meeting
- c. The sign-up sheet shall be available 15 minutes before the beginning of each posted meeting
- d. Speakers shall be heard on a first-come first served basis, based on the sign-up sheet, time permitting
- e. The opportunity to speak shall be limited to no more than **three (3) minutes**, unless extended by the Board
- f. The Board is not required to speak and/or respond and/or answer any speaker, as allowed under law.

Jan 20 2016 REGULAR MEETING

NAME	ADDRESS
Danny Thompson	
Hazel Meaux	

PUBLIC PARTICIPATION FORM
FOR
WINNIE STOWELL HOSPITAL DISTRICT

Public Comment Only

Agenda Item

Instruction: Fill out all appropriate blanks and present to the District's Administrator prior to the time that the Agenda Item(s) you wish to address are discussed. If you have material or documents for the Court, please make sure you have one for the Clerk to ensure that it is put into the record.

Name: D. Thompson Address: Winnipeg

Phone #: 409 296-9505

Employer: Thompson Out pt. Clerk Address: _____

Work Phone#: 409 296-9505

Do you represent any particular group or organization? Yes No

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

Thompson Out Pt. Clerk

Which agenda Item(s) do you wish to address?

a. None For Against

b. _____ For Against

c. _____ For Against


Signature

1/30/16
Date

NOTE: This Public Participation Form must be presented to the District's Administrator prior to the time the agenda item(s) are discussed. As stated in the District's Public Comment Policy, Speakers will be limited to 3 Minutes and can address specific item(s) on the agenda.

PUBLIC PARTICIPATION FORM
FOR
WINNIE STOWELL HOSPITAL DISTRICT

Public Comment Only

Agenda Item

Instruction: Fill out all appropriate blanks and present to the District's Administrator prior to the time that the Agenda Item(s) you wish to address are discussed. If you have material or documents for the Court, please make sure you have one for the Clerk to ensure that it is put into the record.

Name: Hazel Meaux

Address: PO Box 16

Phone #: 409-296-2098

Stowell, TX 77661

Employer: _____

Address: _____

Work Phone#: _____

Do you represent any particular group or organization? Yes No

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

Which agenda Item(s) do you wish to address?

a. _____ For Against

b. _____ For Against

c. _____ For Against

Hazel Meaux
Signature

1/20/16
Date

NOTE: This Public Participation Form must be presented to the District's Administrator prior to the time the agenda item(s) are discussed. As stated in the District's Public Comment Policy, Speakers will be limited to 3 Minutes and can address specific item(s) on the agenda.

Exhibit “B”

WSHD Financial Reporting Sheet

Winnie Stowell Hospital District

Reporting Date:

Wednesday, January 20, 2016

Account Receivables

From	Sales Tax	Property Tax	County	Other	Net
MPAP Funds		\$0.00	\$0.00	\$2,531,498.22	\$2,531,498.22
IGT Excess Funds				\$882,734.11	\$882,734.11
Petty Cash deposited				\$18.29	\$18.29
Texas Comptroller	\$47,461.78	\$0.00	\$0.00	\$0.00	\$47,461.78
Total:	\$47,461.78	\$0.00	\$0.00	\$3,414,250.62	\$3,461,712.40

Account Receivables (Pending)

From	Sales Tax	Property Tax	County	Other	Net
MPAP May AmeriGrp (G TW)				\$102,336.27	\$102,336.27
MPAP Jun AmeriGrp (G OLM)				\$48,402.49	\$48,402.49
MPAP Jun AmeriGrp (G TW)				\$99,035.10	\$99,035.10
					\$249,773.86

Expenses	For	Amount
Benckenstein & Oxford	Nov Inv #47934	\$27,232.00
Hubert Oxford		\$500.00
Josh Heinz		\$500.00
Mary Ellen Robertson	Invs 160109, 160110 & 160111	\$9,741.85
American Express	Invoice 12/11/15-1/11/16	\$383.28
Time Warner	Invoice 01/05-02-04	\$169.67
Quill	Invoice 2090472	\$323.97
The HomeTown Press	Pub Ntc 12/23 & Lgl Ntc 12/23	\$70.28
Deputy		\$100.00
Carroll R Hand Ins Agency	R Espinosa Renewal	\$50.00
IHS		\$1,059.00
Smalley, Robert MD PA		\$114.93
Brookshire Bros Pharmacy		\$2,062.23
Willcox Pharmacy		\$1,765.28
JS Edwards & Sherlock		
Entergy		\$112.90
TBCD	11/30-12/30	\$46.92
ECISD		\$15,000.00
Total Due		\$59,232.31

Funds Summary	Totals
Prosperity Operating	\$2,051,056.82
Interbank	\$2,531,598.22
Prosperity CD	\$103,908.62
TexStar	\$152,520.87
Net Expenses	(\$59,232.31)
Ending Balance	\$4,779,852.22

Loan Summary	Totals
Starting Balance	\$320,000.00
Pmt 1-Due 4/30/15	(\$10,008.70)
Pmt 2-Due 7/30/15	(\$10,008.70)
Pmt 3-Due 10/30/15	(\$10,008.70)
Pmt 4-Due 1/31/16	
Ending Balance	\$289,973.90

ECISD Partnership	Totals
Starting Balance	\$300,000.00
Pmt 1-Due Jan 2016	(\$15,000.00)
Pmt 2-Due Feb 2016	
Ending Balance	\$285,000.00

Payables	Amount
Loan #5 (5/8/15-2/1/16)	\$4,150,000.00
Loan #6 (8/11/15-5/16/16)	\$3,610,000.00
Loan #7 (11/5/15-8/4/16)	\$3,610,000.00
LTC Inv # 1051 - Jun 2015	\$276,381.60
LTC Inv # 1055 - Jul 2015	\$285,594.32
LTC Inv # 1059 - Aug 2015	\$285,594.32
LTC Inv # 1063 - Sep 2015	\$276,381.60
LTC Inv # 1067 - Oct 2015	\$285,594.32
LTC Inv # 1071 - Nov 2015	\$276,381.60
LTC Inv # 1075 - Dec 2015	\$285,594.32
LTC Inc # 1079 - Jan 2016	\$285,594.32
Genesis (Elq 1 1st qtr)	\$534,785.17
Managers Exceses Funds	\$496,000.00
Total Payables Outstanding	\$14,657,901.57

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300

Hubert Oxford, IV

BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
FAX: (409) 833-8819

hoxfordiv@benoxford.com

January 20, 2015

Mr. Elroy Henry, President
Winnie Stowell Hospital District
825 State Hwy 124
Winnie Texas 77665

Re: Winnie Stowell Hospital District; Invoice for November 2015; Our File No. 87250.

Dear President Henry,

Attached, please find the invoice for work performed during the month of November 2015. The total amount of this invoice is \$28,232.00. However, the amount owed to Benckenstein & Oxford, LLP has been reduced to \$27,232.00 as shown on the invoice, and the remaining \$1,000.00 is covered by the monthly retainer.

The time spent in November was for work on the HUD Loans and efforts to satisfy Neches Capital that their loan proceeds were secured. We finally were able to resolve the many issues with Lender in January. These changes are contemplated in the Transfer Policy and Procedures we are scheduled to discuss at tonight's meeting.

After you have had a chance to review this invoice, and if you find it in order, please draft a check payable to Benckenstein & Oxford, LLP in the amount of \$27,232.00. In addition, please make two checks payable for \$500.00 each to Hubert Oxford, IV and to Josh Heinz as is called for in our retainer agreement.

If you have any questions concerning the invoice, please do not hesitate to contact me.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: 

Hubert Oxford, IV

HOIV/jr
Enclosure

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue
Suite 300
Beaumont, TX 77706

January 20, 2016

Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, TX 77665

INVOICE #: 47934 HOIV
Billed through: November 30, 2015
Client/Matter #: WSHD 87250

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

11/02/15	HOIV	Reviewed management agreement and began making extensive revisions to the agreement to account for HUD Revisions and language that would allow the District to participate in TAPNH and keep revenues from TAPNH.	4.00 hrs
11/02/15	HOIV	Meeting with Mary Ellen Robertson to Discuss Proxy Payment and expenses.	2.50 hrs
11/02/15	HOIV	Drafted e-mail to Brandon Durbin regarding Genesis and TAPNH and issues raised by Genesis.	0.70 hrs
11/03/15	HOIV	Worked extensively on Timeline Spreadsheet to make adjustments and forecast models.	4.70 hrs
11/03/15	HOIV	Conference call with Mary Ellen Robertson regarding Proxy payment and quarterly forecast.	1.30 hrs
11/03/15	HOIV	Conference call with TAPNH regarding regulatory issues and status of organization.	0.60 hrs
11/03/15	HOIV	Revised Cash Flow Models for HUD with and without TAPNH and drafted e-mail to counsel for Genesis with suggestions for DACA agreement.	2.40 hrs
11/03/15	HOIV	Continued revisions for proposed amendments to Management Agreements for HUD loans and submitted to counsel for Genesis for review.	2.20 hrs
11/04/15	HOIV	Received Eligibility Period 2, 2nd Qtr IGT data and analyzed the data in anticipation of drafting loan documents; held conference call with District's Lender and the LTC regarding the same; and modified the District's Timeline spreadsheet to reflect the IGT.	2.80 hrs
11/04/15	HOIV	Drafted loan documents for Loan 7 and submitted to Lender for the review.	1.20 hrs
11/04/15	HOIV	Exchanged multiple e-mails and conference calls with Lender regarding loan amounts and terms for Loan 7.	1.10 hrs
11/04/15	HOIV	Conference call with counsel for East Chambers School District to discuss the sale of property on Highway 124.	0.60 hrs

Client-	WSHD 87250	Invoice # 47934	PAGE	2
11/05/15	HOIV	Conference call with District CPA, and LTC group to meeting with Hospital regarding proof of payment.	1.70 hrs	
11/05/15	HOIV	Conducted research on companies paid by the Hospital for IGT funds.	0.60 hrs	
11/05/15	HOIV	Met with Chris Portner to discuss invoices and matters involving Hospital.	1.70 hrs	
11/05/15	HOIV	Prepared draft report for expenses resulting from funds expended by Hospital resulting from Indigent Care payment of \$2,000,000.00.	1.30 hrs	
11/05/15	HOIV	Drafted notice for sale of land and conducted research on how to sell land involving two governmental entities.	1.30 hrs	
11/06/15	HOIV	Read, reviewed, and responded to four e-mails to and from Air Liquide and local counsel regarding the status of the case.	0.40 hrs	
11/06/15	HOIV	Revised loan documents for Loan 7 relating to Nursing Home operations and re-submitted to lender.	1.30 hrs	
11/06/15	HOIV	Received flow chart Genesis counsel regarding HUD funds; reviewed the flow chart; and inquired about various aspects of the flow chart in an e-mail.	1.50 hrs	
11/06/15	HOIV	Received, reviewed, and responded to six e-mails from local counsel regarding the verdict in the Busbey case.	0.80 hrs	
11/06/15	HOIV	Read, reviewed, and responded to five e-mail between counsel for ECISD regarding the need to publicize land sales.	0.50 hrs	
11/06/15	HOIV	Received modifications to Genesis Management Agreement from counsel for Genesis and reviewed the changes to confirm they were consistent with the agreed changes previously discussed.	0.80 hrs	
11/09/15	HOIV	Prepare for and attended Special Meeting.	4.00 hrs	
11/09/15	HOIV	Coordinated transfer of funds from Lender to District for Loan 7 by way of two conference calls and seven (7) e-mails.	0.90 hrs	
11/10/15	HOIV	Participated in conference call for TAPNH.	1.50 hrs	
11/10/15	HOIV	Revised cash flow models and exchanged eight (8) e-mails with counsel for Genesis regarding proposed cash flow models to assist with securing MPAP funds for accounts covered by HUD transactions.	1.30 hrs	
11/10/15	HOIV	Drafted e-mail to Genesis regarding the District's Quality Incentive Fee program and provided copies of the program to Genesis.	0.40 hrs	
11/11/15	HOIV	Prepared draft set of minutes for the October 28, 2015 meeting and submitted to staff for review.	3.00 hrs	
11/11/15	HOIV	Began drafting minutes for Special Meeting held on November 12, 2015, including a detailed statements concerning new HUD accounts and TAPNH approval.	2.00 hrs	
11/11/15	HOIV	Receipt and reviewed first draft of QIPP concept paper from Brandon Durbin.	0.70 hrs	
11/12/15	HOIV	Continued drafting minutes of Special Meeting and finalized minutes both sets of minutes, Special Meeting and Regular Meeting, for the upcoming	3.00 hrs	

November 12, 2015 meeting.

11/12/15	HOIV	Exchanged eight (8) e-mails with LTC Group and Caring Healthcare to discuss status of QIPP program and mechanics of the program.	0.80 hrs
11/13/15	HOIV	Conference call to with Genesis to discuss outstanding HUD documents.	0.70 hrs
11/13/15	HOIV	Read, reviewed and revised Management Agreement changes and changes to proposed DAISA Agreement submitted by Genesis and drafted e-mail to lawyer for Genesis and Neches Capital explaining the changes to the Management Agreement.	2.80 hrs
11/13/15	HOIV	Conference call with Neches Capital counsel to give an update on the status of the HUD Loan documents.	0.70 hrs
11/16/15	HOIV	Read, reviewed, and revised proposed DACA Agreement submitted by Genesis and made extensive changes then forwarded the proposed modifications to the DACA and DAISA to counsel for Genesis and Neches Capital for review.	3.00 hrs
11/16/15	HOIV	Received and responded to six (6) e-mails to and from the LTC Group and staff regarding May proxy payment.	0.70 hrs
11/16/15	HOIV	Exchanged four (4) e-mails and had multiple conference calls with LTC and Caring Healthcare in regard to disbursement of the Eligibility Period 1, 1st Qtr. MPAP payments.	0.70 hrs
11/16/15	HOIV	Exchanged multiple e-mails and conference calls with CPA and counsel for the Hospital regarding financials for Hospital resulting from Indigent Care Agreement.	0.70 hrs
11/16/15	HOIV	Exchanged twelve (12) e-mails and two conference calls with Lee Hughes regarding call with Genesis Counsel and Neches Capital to discuss the needs of Neches Capital to be able to perfect their security interests.	2.00 hrs
11/17/15	HOIV	Exchanged seven (7) e-mails with Scott Campbell regarding the sale of Highway 124 property and procedure required for the sale according to the Texas Local Government Code.	0.80 hrs
11/17/15	HOIV	Exchanged ten (10) e-mails with Caring Healthcare to provide a status report on Genesis HUD transactions, including issues involved with the District's Lender; and supplied documents involved in the Genesis HUD transactions in order for Caring to began a review of documents.	1.50 hrs
11/17/15	HOIV	Prepared reconciliation worksheet for May MPAP Proxy payment for the District's facilities and circulated the worksheet to Managers, LTC Group, and staff for review.	1.00 hrs
11/18/15	HOIV	Prepared for and attended monthly Regular Meeting.	4.50 hrs
11/18/15	HOIV	Prepared reconciliation report for EP 1, 1st Qtr; and exchanged twenty-three (23) e-mails with LTC Group; Managers; and Staff regarding the same.	2.50 hrs
11/18/15	HOIV	Researched reconciliation of EP 1, 1st Qtr. to determine net proceeds to the District and exchanged eleven (11) e-mails with Brandon Durbin and the LTC Group to get an explanation as to the District's net proceeds and when there is	1.70 hrs

Client-	WSHD 87250	Invoice # 47934	PAGE	4
		going to be a reconciliation of the proxy payments.		
11/18/15	HOIV	Received DACA and DAISA changes from Genesis counsel and reviewed extensive e-mail from Genesis Counsel regarding the changes as well as the changes to the DACA and DAISA agreements and forwarded to Neches Capital for review.	1.60 hrs	
11/19/15	HOIV	E-mail to Genesis regarding Board action concerning payment of MPAP funds.	0.70 hrs	
11/19/15	HOIV	Conducted multiple conference calls with Board members; Neches Capital; and LTC Group to discuss issues raised at the November 18th, regular meeting.	2.00 hrs	
11/19/15	HOIV	Drafted extensive e-mail to Managers and responded to nine (9) e-mails regarding the Board's decision on making payments pursuant to the Management Agreements and withholding payment to Genesis because Genesis was not in compliance with Management Agreement.	1.80 hrs	
11/19/15	HOIV	Received notice of liability claim for Rosehaven Retreat and prepared demand letter for Caring Healthcare and then followed up with six e-mails regarding the same.	1.40 hrs	
11/19/15	HOIV	Drafted extensive e-mail to counsel for Genesis regarding cash flow process for HUD and mechanism to transfer money from DACA accounts.	0.80 hrs	
11/19/15	HOIV	Made extensive revisions to Cash Flow Model in Excel Spreadsheet for Genesis HUD homes and submitted the model to LTC Group for review.	2.30 hrs	
11/20/15	HOIV	Conference call with Genesis to discuss final actions to be taken on HUD documents.	0.40 hrs	
11/20/15	HOIV	Conference call with Neches Capital and LTC Group regarding HUD Loan process to obtain LTC Group's consent with the process.	0.70 hrs	
11/20/15	HOIV	Read, reviewed, and responded to eleven (11) e-mails with Genesis counsel and HUD Lender regarding DACA and DAISA Agreement and the need to get approval from Wells Fargo.	1.30 hrs	
11/23/15	HOIV	Conducted research on DACA Agreements and drafted extensive e-mail to the Wells Fargo DACA Department requesting the acceptance of changes to the Master DAISA and DACA agreements used by Wells Fargo for the Genesis HUD Transactions.	4.60 hrs	
11/23/15	HOIV	Drafted letter to Caring Healthcare requesting indemnity on claim involving Rose Haven nursing home.	0.60 hrs	
11/23/15	HOIV	Began drafting extensive e-mail to counsel for Neches Capital summarizing the history of DACA Agreements and proposal by Genesis regarding DACA and DAISA Agreements as well as protections afforded to Neches Capital.	2.50 hrs	
11/23/15	HOIV	Received penalty notice for Oakland Manor and exchanged seven e-mails with counsel for Genesis regarding the same.	0.70 hrs	
11/24/15	HOIV	Conducted extensive research on Medicare Anti-Assignment laws; Article 9 of the UCC and the applicability of the District's existing DACA agreements	4.50 hrs	

with Neches Capital.

11/24/15	HOIV	E-mail to Neches Capital giving notice of concerns with control agreements on depository accounts resulting from Federal Anti-assignment provisions.	0.60 hrs
11/25/15	HOIV	Read, received, and responding to seventeen (17) e-mails with Neches Capital regarding changes to the DACA and DAISA Agreement and the effects of these changes on Neches Capital's security agreements.	2.50 hrs
11/30/15	HOIV	Telephone conference with staff and reviewed interest payment schedule and updated timeline spreadsheet.	0.80 hrs
11/30/15	HOIV	Read, reviewed, and responded to six e-mails concerning the December 1, 2015 Interest payment schedule.	0.60 hrs
11/30/15	HOIV	Exchanged fifteen (15) e-mails with Neches Capital and LTC Group regarding the changes to the DACA and DAISA Agreements modified by Neches Capital and participated in three conference calls with Neches Capital, counsel for Genesis, and LTC Group to discuss the changes.	2.40 hrs
11/30/15	HOIV	Received changes to DACA and DAISA agreement from Neches Capital and spent a considerable amount of time revising the changes and making comments to the changes in order to explain why the changes would not be accepted.	2.60 hrs
11/30/15	HOIV	Exchanged six (6) e-mails with counsel for ECISD regarding the partnership proposal and the areas of interest by the District.	0.60 hrs
		Total fees for this matter	\$28,225.00

DISBURSEMENTS

11/30/15		Computer Research	7.00
		Total disbursements for this matter	\$7.00

BILLING SUMMARY:

Oxford, IV Hubert	112.90 hrs @	\$250.00 /hr	\$28,225.00
TOTAL FEES			\$28,225.00
TOTAL DISBURSEMENTS			\$7.00
TOTAL CHARGES FOR THIS INVOICE			\$28,232.00
RETAINER			\$1,000.00 CR
TOTAL BALANCE NOW DUE			\$27,232.00

Federal ID# 74-1646478

Invoice Terms: Net 10 Days Upon Receipt
Please Reference Invoice Number on Your Check

MARY ELLEN ROBERTSON
CERTIFIED PUBLIC ACCOUNTANT
985 IH-10 NORTH, SUITE 101
BEAUMONT, TEXAS 77706

(409) 892-8901

Invoice # 160109
January 4, 2016

Winnie-Stowell Hospital District
P. O. Box 1997
Winnie, TX 77665-1997

Accounting services rendered as follows:

General Ledger Write-Up for December, 2015 month @ \$625.00 per month	625.00
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Amount Due

\$625.00

Please remit to: P. O. Box 5151
Beaumont, TX 77726

MARY ELLEN ROBERTSON
CERTIFIED PUBLIC ACCOUNTANT
985 IH-10 NORTH, SUITE 101
BEAUMONT, TEXAS 77706

(409) 892-8901

Invoice # 160110
January 4, 2016

Winnie-Stowell Hospital District
P. O. Box 1997
Winnie, TX 77665-1997

Professional Services provided as follows:

Direct deposit monthly fee: December, 2015 @ \$15.00 each	15.00
Direct deposit per transaction fee: 4 @ \$0.15 each	0.60
Payroll processing fee: December, 2015 (2 PPD @ \$35.00 each)	70.00
	<hr/>
Amount Due for these services:	\$ 85.60

Please remit to:

P. O. Box 5151
Beaumont, Texas 77726

MARY ELLEN ROBERTSON
CERTIFIED PUBLIC ACCOUNTANT
985 IH-10 NORTH, SUITE 101
BEAUMONT, TEXAS 77706

(409) 892-8901

Invoice # 160111
January 4, 2016

Winnie-Stowell Hospital District
P. O. Box 1997
Winnie, TX 77665-1997

Accounting services rendered as follows:

Per time sheets attached for the period October - December, 2015:

Mary Ellen: 63.25 hours @ \$125.00

7,906.25

Susan: 60.00 hours @ \$50.00

3,000.00

Less monthly engagement amount billed previously: October - December, 2015

(1,875.00)

Amount Due

\$9,031.25

Please remit to: P. O. Box 5151
Beaumont, TX 77726

Mary Ellen Robertson, CPA
Winnie-Stowell Hospital District
Quarterly Timekeeping for the period 10/1/15 thru 12/31/15

10/5/2015 Board Meeting - Called	1.50
10/16/2015 General Ledger - NH Deposit Bank Accounts	1.00
10/19/2015 Accrual Calculations for income and receivables - NH	3.00
10/19/2015 Telephone - District Auditor for update on progress	0.75
10/21/2015 Personnel Committee Meeting	1.50
10/22/2015 Verify interest on IGT Loans, MPAP Schedules, Emails and Telephone with District Admin	3.50
10/27/2015 Telephone - District Admin about MPAP and Insurance MCO	0.25
10/27/2015 Conference call B Durbin & H Oxford regarding IGT changes, review and approve MPAP transfers and analyze IGT & MPAP income.	3.00
10/28/2015 Financial Statement	1.00
10/28/2015 Accruals for general ledger purposes	1.00
10/28/2015 Personnel Committee Meeting	1.50
10/28/2015 Board Meeting	3.00
10/31/2015 UPL Program Analyzing and Interpreting worksheets and preparing subsidiary information for general ledger	7.00
11/4/2015 Recap accruals thru Sept for G/L purposes, verify and schedule payments for LTC fees based on beds in NH. Discuss rate of pay for assistant. Preparation for meeting.	2.00
11/4/2015 Meeting with finance committee and Mo Danishmund and Chris Portner regarding quarterly submission of reporting.	1.25
11/4/2015 Personnel Committee Meeting	1.00
11/9/2015 Board Meeting - Called	2.50
11/16/2015 Follow-up meeting with Riceland	1.00
11/18/2015 Preparation for Board Meeting, Billing records, May MPAP worksheets, telephone call with Gary and H. Oxford on Proxy payments and IGT refunds	2.50
11/18/2015 Personnel Committee Meeting	1.00
Board Meeting	1.50
11/19/2015 MPAP funds worksheet analysis	1.00
11/25/2015 Verified interest due on IGT Loans for November. Recording new note, special instructions for transfer to district admin- istrator. Reconciliation of transfers and identification of MPAP deposits received and where deposited.	3.50
12/7/2015 Telephone - District Administrator - regarding MPAP funds	0.25
12/9/2015 MPAP transfers, identifying deposits in bank statements, LTC payments verified for transfer.	2.50
12/16/2015 Preparation of worksheets for 2015 budget amendment #3 along with proposed budget for 2016.	5.00
12/16/2015 Budget Meeting with Finance Committee	1.25
12/16/2015 Board Meeting	3.00
12/18/2015 Reformat 2016 budget to include cost centers	1.00

12/22/2015 Telephone Meeting with District Admin. Charice and David with LTC go discuss concerns about MPAP fund deposits.	1.00
12/28/2015 Review MPAP worksheets received for June. Phone discussion with district administrator.	1.00
12/29/2015 Reading #2 amended polices and procedures for depositing monies prepared by Hubert. Emailed suggestions for possible changes to all.	1.00
12/29/2015 Verified interst due for December on IGT loans. MPAP transfers, June deposits and prosperity May payments.	1.25
12/30/2015 Telephone conversation with LTC representatives, district administrator, H. Oxford to discuss problems with deposits of MPAP funds and inconsistencies in depositing.	0.75
	<u>63.25</u>

Winnie-Stowell Hospital District
Hours - Susan McFaddin
2015

Date	Time	Description
10/16/15	2.50	Sept., 2015 General Ledger
10/19/15	7.00	Sept., 2015 General Ledger
10/28/15	3.50	Sept., 2015 General Ledger
10/30/15	2.00	UPL worksheet
11/02/15	7.00	UPL worksheet
11/03/15	1.25	Sept. Financials
11/04/15	3.00	Sept. Financials
11/05/15	1.50	Sept. Financials
11/06/15	1.00	Sept. Financials
11/12/15	1.25	Oct., General Ledger
11/13/15	4.00	Oct., General Ledger
11/16/15	5.25	Oct., General Ledger
12/08/15	3.25	Nov., General Ledger
12/09/15	7.50	Nov., General Ledger
12/10/15	0.50	Nov., General Ledger
12/11/15	2.50	Nov., General Ledger, Financials
12/16/15	6.00	Nov. Financials
12/22/15	1.00	Conference call regarding MPAP and deposit procedures
Total for this quarter	<u>60.00</u>	



Blue for Business®
 WINNIE STOWELL HOSPI
 JOHN E HENRY SR
 Closing Date 01/11/16 Next Closing Date 02/09/16

OPENSM

Account Ending 0-51003

New Balance **\$383.28**
Minimum Payment Due **\$35.00**
Payment Due Date **02/05/16[‡]**

‡Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 02/05/16, you may have to pay a late fee of up to \$38.00 and your Purchase APR may be increased to the Penalty APR of 27.49%.

Membership Rewards® Points
 Available and Pending as of 11/30/15
27,986
 For up to date point balance and full program details, visit membershprewards.com

Account Summary

Previous Balance \$161.32
 Payments/Credits -\$161.32
 New Charges +\$383.28
 Fees +\$0.00
 Interest Charged +\$0.00

New Balance **\$383.28**
Minimum Payment Due **\$35.00**

Credit Limit \$15,500.00
 Available Credit \$15,116.72
 Cash Advance Limit \$3,100.00
 Available Cash \$3,100.00
 Days in Billing Period: 31

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	12 months	\$407

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

See Page 5 for an important Privacy Notice and the following pages for important notices about Billing Dispute Procedures, Electronic Fund Transfer Error Resolution and a notice for WA residents.

Customer Care

Pay by Computer
open.com/pbc

Customer Care 1-877-258-3254
Pay by Phone 1-800-472-9297

See page 2 for additional information.

Continued on page 3

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
 Do not staple or use paper clips

Pay by Computer
open.com/pbc

Pay by Phone
 1-800-472-9297

Account Ending 0-51003

Enter 15 digit account # on all payments.
 Make check payable to American Express.

JOHN E HENRY SR
 WINNIE STOWELL HOSPI
 PO BOX 304
 WINNIE TX 77665-0304

Payment Due Date
02/05/16
 New Balance
\$383.28
 Minimum Payment Due
\$35.00

Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
 P.O. BOX 650448
 DALLAS TX 75265-0448

\$ _____
Amount Enclosed



0000349992195946734 000038328000003500 07 H

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. **We will charge a fee of 2.70% of the converted US dollar amount.** We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.



Customer Care & Billing Inquiries
International Collect
Large Print and Braille Statements
Lost or Stolen Card
Cash Advance at ATMs Inquiries

1-877-258-3254
 1-623-492-7719
 1-877-258-3254
 1-800-521-6121
 1-800-CASH-NOW

Hearing Impaired
 TTY: 1-800-221-9950
 FAX: 1-800-695-9090
 In NY: 1-800-522-1897



Website: americanexpress.com
Mobile Site: amexmobile.com

Customer Care & Billing Inquiries
 P.O. BOX 981535
 EL PASO, TX
 79998-1535

Payments
 P.O. BOX 650448
 DALLAS TX 75265-0448

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Blue for Business®
 WINNIE STOWELL HOSPI
 JOHN E HENRY SR
 Closing Date 01/11/16

OPEN_{SM}

Account Ending 0-51003



**YOUR CARD IS NOW ACCEPTED
 AT MORE LOCAL PLACES THAN EVER.**

Visit **ShopSmallNow.com/OPEN**
 to find local places that now accept your Card.

Payments and Credits

Summary

	Total
Payments	-\$161.32
Credits	\$0.00
Total Payments and Credits	-\$161.32

Detail *Indicates posting date

Payments	Amount
12/19/15* JOHN E HENRY SR PAYMENT RECEIVED - THANK YOU	-\$161.32

New Charges

Summary

	Total
SHERRIE NORRIS 0-51011	\$383.28
Total New Charges	\$383.28

Detail

SHERRIE NORRIS
 Card Ending 0-51011

	Amount
12/16/15 BURRITO EXPRESS WINNIE TX USFC77665	\$54.02
12/28/15 WILCOX PHARMACY 650000003350439 WINNIE TX 4092962497 Description Price WILCOX PHARMACY \$34.67	\$34.67
12/30/15 USPS 489815066425606 41831425606 WINNIE TX 800-2758777	\$49.00
01/02/16 GOOGLE*SVCSAPSWSHD-TX-COM Mountain View ADVERTISING SERVICE	\$30.00

Board MEET Food

UPS overnight MPAP Graham

Post Office - Stamps roll

OFFICE

Detail Continued

			Amount
01/04/16	WILCOX PHARMACY 650000003350439 WINNIE TX 4092962497 Description Price WILCOX PHARMACY \$65.87		\$65.87
01/05/16	WILCOX PHARMACY 650000003350439 WINNIE TX 4092962497 Description Price WILCOX PHARMACY \$65.87		\$65.87
01/06/16	AL-T'S SEAFOOD & S 542929804649846 WINNIE TX 4092969216 TIP \$10.00		\$83.85

UPS overnight MPAP Graham Bank
UPS overnight MPAP Graham Bank
Board Lunch

Fees

		Amount
Total Fees for this Period		\$0.00

Interest Charged

		Amount
Total Interest Charged for this Period		\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2016 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2016	\$0.00
Total Interest in 2016	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	11.49% (v)	\$0.00	\$0.00
Cash Advances	25.49% (v)	\$0.00	\$0.00
Total			\$0.00

(v) Variable Rate



FACTS WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • transaction history and account history • insurance claim history and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Express chooses to share; and whether you can limit this sharing.

Reasons we can share personal information	Does American Express share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No (but please see the "To limit direct marketing" box below for additional privacy choices)
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No (although we may share aggregated or de-identified data)	We don't share personal information

To limit our sharing	<ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call us at 1-855-297-7748 - our menu will prompt you through your choices <p><i>Please note:</i> If you are a <i>new</i> customer, we can begin sharing your personal information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your personal information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
To limit direct marketing	<p>We provide additional privacy choices to customers. Privacy elections you make for any one product or service may not automatically be applied to other products and services. To let us know if you do not want us to use your personal information to communicate with you about offers by mail, telephone, and/or e-mail:</p> <ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call us at 1-855-297-7748 (except for choices about e-mail communications)
Questions?	Call 1-800-528-4800 or go to americanexpress.com/contact .

Who we are	
Who is providing this notice?	American Express Travel Related Services Company, Inc. and other American Express Affiliates that provide financial products or services, including American Express Centurion Bank, American Express Bank, FSB, and AMEX Assurance Company.
What we do	
How does American Express protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Express collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or pay your bills • give us your income information or give us your contact information • use your credit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing of personal information?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with the American Express name, including financial companies such as American Express Travel Related Services Company, Inc. and nonfinancial companies such as American Express Publishing. Affiliates may also include other companies related by common ownership or control, such as Serve Virtual Enterprises, Inc. and AMEX Assurance Company, a provider of American Express Card-related insurance services.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Nonaffiliates with which we share personal information include service providers, including, for example, direct marketers, that perform services or functions on our behalf.</i>
Joint marketing	A formal agreement between nonaffiliated companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners include financial companies.</i>

Other important information

We may transfer personal information to other countries, for example, for customer service or to process transactions.

AMEX Assurance Company customers: You may have the right to access and correct recorded personal information. Personal information may be disclosed by us to detect fraud or misrepresentation, to verify insurance coverage, to an insurance regulatory authority, law enforcement or other governmental authority pursuant to law, or to a group policyholder for purposes of reporting claims experience or conducting an audit. Personal information related to insurance claim activity obtained from a report prepared by an insurance-support organization on our behalf may be retained by such organization and disclosed as required by law. State law may be more protective than federal law.

California: If your American Express account has a California billing address, we will not share your personal information except to the extent permitted under California law.

Vermont: If your American Express account has a Vermont billing address, we will automatically treat your account as if you have directed us not to share information about your creditworthiness with our affiliates.



Billing Dispute Procedures

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express
PO Box 981535
El Paso TX 79998-1535

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* Describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

Annual EFT Error Resolution Notice

This notice is to inform you about how you should notify us of errors or questions regarding any electronic payments from a consumer bank account you make to American Express using Pay By Phone, Pay By Computer, or any other American Express electronic payment service.

In case of errors or questions about your Electronic Transfers, please contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared or question arose.

When you contact us, please provide the following information:

- (1) Your name and card account number.
- (2) Description of the error or the transfer you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- (3) The dollar amount of the suspected error.

If you notify us by phone, we may require that you send us your complaint or question in writing within 10 business days of the call.

We will determine whether an error occurred within 10 business days and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your consumer bank account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If we have credited your bank account and there was no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use our electronic transfer services.

Notice for residents of Washington State

In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.



Membership Rewards® Monthly Statement and Program News

Prepared for JOHN E HENRY SR

Account Number 1M70555067

Total Points Balance **27,986**

Points Earned this Period **82**

Account Summary November 1, 2015 - November 30, 2015

Opening Points Balance	27,904
Points Earned this Period	+82
Points Used this Period	0
Reinstated Points and Adjustments	0
Total Points Balance	27,986

Points Earned this Period are pending until charges are paid in full and all your accounts are in good standing.

Questions About Your Account?



membershiprewards.com

1-800-AXP-EARN (297-3276)
International Collect: 305-816-2799

Did You Know?

Use Points For Your Charges

Use your Card for charges like travel, dining, groceries, and more, then go online and use the points you earned toward your eligible charges.

Learn more at
membershiprewards.com/yourcharges

Points Transaction Detail

November 1, 2015 - November 30, 2015

Points Earned this Period	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
Blue For Business XXXX-XXXXX0-51003	0	0	0
Add'l Blue For Business XXXX-XXXXX0-51011	82	0	82
Total	82	0	82

Membership Rewards points earned may be transferred or redeemed as long as all enrolled Card accounts are in good standing. Points transferred or redeemed cannot be reversed back into the program. **Forfeited points can be reinstated for a fee by calling the number provided below or visiting membershiprewards.com.** Terms and Conditions of the Membership Rewards Express® program apply. For more information, visit membershiprewards.com/terms or call 1-800-AXP-EARN (297-3276). From overseas, call collect 305-816-2799.

Prepared for
JOHN E HENRY SR
Membership Rewards® Account Number
1M70555067



Blue for Business®

WINNIE STOWELL HOSPI
JOHN E HENRY SR
Closing Date 01/11/16



p. 11/12

Account Ending 0-51003

Get 2 additional Membership Rewards® points for each eligible dollar spent OR a 5% discount on eligible purchases with OPEN Savings® partners. Visit opensavings.com for details.



Merchant participation and offers are subject to change without notice. Maximum annual caps and exclusions may apply to the benefit you can receive. See individual OPEN Savings partner terms and conditions located at opensavings.com.

GREAT NEW PLACES



Car2Go - Take it, drive it, park it. Simple and straightforward. Search for a car in your area. Download the app and visit car2go.com to signup.

CE 120977
car2go.com



ReStockIt.com - Shop thousands of brand name restaurant, cleaning, breakroom, disposables and office supplies. Competitive pricing, online ordering and fast free shipping.

800-680-0859 or
ReStockIt.com

**YOUR CARD IS NOW ACCEPTED
AT MORE LOCAL PLACES THAN EVER.**

THAT MEANS YOU HAVE MORE OPPORTUNITIES TO:

- ▶ Earn rewards*
- ▶ Consolidate business spending
- ▶ Support small businesses

Visit ShopSmallNow.com/OPEN
to find places that now accept your Card.



*Not all Cards are eligible to earn rewards. Terms and limitations vary by Card type.

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.

EXPENSE MANAGEMENT
STREAMLINED
WITH RECEIPTMATCHSM

Manage Business Card expenses on the go with the ReceiptMatch Mobile App.

 Download the ReceiptMatch Mobile App.  



GENESIS PARTNERS
KARIM HUTSON
MEMBER SINCE '94

Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.



Customer service
Call us anytime: 1-866-519-1263
Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 17 029 0121119
Customer code **1931**

RECEIVED
JAN 11 2016

Due date	Service period	Amount due
Jan 15, 2016	01/05 - 02/04	\$169.67

Service address
Winnie Stowell Hospital
Account Phone 406-201-3922
538 Broadway
Wshd Rm
Winnie, TX 77665-7600



Previous balance & payments

Balance last statement	169.67
Payments received as of Dec 26, 2015	-169.67

Current month

Monthly services	149.94
Surcharges	9.61
Taxes and fees	10.12

Total due by Jan 15, 2016 **\$169.67**



7010 AIRPORT RD EL PASO TX 79906-4943
8260 1700 NO RP 26 12272015 YNNNNYNN 01 005795 0025

WINNIE STOWELL HOSPITAL
PO BOX 1997
WSHD RM
WINNIE, TX 77665-1997



Payment due date
Jan 15, 2016

Account number
8260 17 029 0121119

Please write your account number on your check.

Please enclose this coupon with your payment.

**Please allow 7-10 days for delivery and payment processing. See reverse side for more convenient payment options.

Total amount due
\$169.67

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074



826017029012111900169672



0:
 Order Date : 01/07/2016
 Ship Date : 01/07/2016
 InvoiceDate : 01/07/2016
 TIN : 36-2952904

P.O. Box 37600 Philadelphia, PA 19101-0600
 Customer Service: 1-800-789-1331

□
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Sold To:
 Winniestowell Hospital Distri

 Po Box 1997
 Winnie TX 77665-1997

Ship To:
 Winnie Stowell Hospital Distri
 Sherrie Norris
 538 Broadway
 Winnie TX 77665

Customer PO : norrissherrie Order# : **87752455** Invoice# : **2090472** Account# : **C7769473**

Item Number	Description	Color	Qty shipped	Price/UM	Extended
901-236294	Brother tn336Bk hy toner blk		1	\$74.99/each	\$74.99
901-236300	Brother tn331M toner mgnta		1	\$67.99/each	\$67.99
901-236296	Brother tn331Y toner yellow		1	\$67.99/each	\$67.99
901-236268	Brother tn331C toner cyan		1	\$67.99/each	\$67.99
901-44178	Folger flvr fltr 40/cs 0.9Oz	Red	1	\$21.99/case	\$21.99

Remember you can check your order status & tracking, print invoices and more in the Manage My Account section on Quill.com.

Always Expanding Assortment.
 Everything it takes for your business. Go to Quill.com/new

To help apply your payment properly, remember to include your **account #** on your check and remit your payment to the address shown below. All shipping carrier fees are covered by Quill. A handling fee may apply to small orders. See Quill.com/shipping. Track shipments, pay invoices and view past orders at My Account on Quill.com.

Mdse Total:	\$300.95
Tax:	\$23.02
Shipping:	Free
Amount Due:	\$323.97
Due Date:	02/06/2016

Customer is responsible for collection fees, court costs and reasonable attorney fees to collect unpaid accounts

Payment Coupon: Please detach and enclose this portion with your payment. Please do not staple. Thank You.

Account Number: **C7769473**
 Winniestowell Hospital Dis



Invoice Number: **2090472**
 Invoice Date: 01/07/2016
 Amount Due: \$323.97
 Payable in U.S. Dollars

Payable to:
 Quill Corporation
 P.O.Box 37600
 Philadelphia, PA 19101-0600

0011000000020904720007769473710000000323979

THE HOMETOWN PRESS
PO BOX 801
WINNIE TX 77665 0801

Phone Number: (409) 695-8900

RECEIVED

JAN - 7 2016

1.50 Monthly Interest
18% APR on amount unpaid by due date

ID# 52

WINNIE-STONWELL HOSPITAL DISTRICT
PO BOX 1097
WINNIE TX 77665

We appreciate your business!
Balance Due: 70.26

Date	Description	Units	Debit	Credit
	Balance Forward		15.20	
12/23/2015	PUBLIC NOTICE NOTICE OF BUDGET WORKSHOP	14.000 Inches	68.49	
12/23/2015	LEGAL NOTICE Indigent health care discount	3.696 Inches	14.80	
12/30/2015	PAYMENT ON ACCOUNT CK# 1892			13.2
	Balance Due		70.26	

Current	00	00	00	00+
70.26	0.00	0.00	0.00	0.00

Could receive charge - Payment due date by January 10, 2016
Copy must accompany payment to be properly credited

Winnie Stowell Hospital District
P.O. Box 1997
Winnie TX 77665

Date Printed: JAN 6 2016

Invoice Number: 12484
CLIENT#: 2133

Due Date: FEB 11 2016

Total amount due: \$50.00

Amount of remittance: \$ _____

Remit To:

Carroll R. Hand Insurance Agency
P O Drawer 1000
Anahuac, TX 77514

Please return this portion with payment

Invoice Date: FEB 11 2016

Type: A

Invoice # 12484

Trans Code	Coverage Eff Date	Policy#	Line of Business	Description	Amount
RE	FEB 11 2016	TX805103	Surety Bonds	Renewal Raul Martin Espinoza Bond	\$50.00
TOTAL AMOUNT DUE:					<u>\$50.00</u>

Carroll R. Hand Insurance Agency
P O Drawer 1000
Anahuac, TX 77514

PHONE : (409) 267-3115

FAX: (409) 267-3451

Winnie Stowell Hospital District
P.O. Box 1997
Winnie, TX 77665

Indigent Healthcare Solutions, Ltd.
2040 North Loop, 336 West, Suite 304
Conroe, TX 77304

Invoice # 61827

Phone # (800) 834-0560

Fax # (936) 756-6741

Date: 1/1/2016

WINNIE STOWELL HOSPITAL DISTRICT
P O BOX 1997
WINNIE, TX 77665

RECEIVED
JAN 11 2016

Terms: Net receipt of invoice

Professional services for the month of February 2016

1,059.00

Total

\$1,059.00

PLEASE REMIT PAYMENT TO
INDIGENT HEALTHCARE SOLUTIONS, LTD
ATTN: KELLEY ASTOLOS
3011 ARMORY DRIVE, SUITE 190
NASHVILLE, TN 37204

THANK YOU FOR YOUR BUSINESS!!!

IHS

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 01/20/16-01/20/16
 Entered by: Sherrie Norris
 Source Group Indigent Health Care

Robert H Smalley, Md, Pa
 335 Club View Drive
 La Grange, TX 78945

Vendor #: 067259

GL #	Description	Amount
WSHD	Wshd	114.93
	Expenditures	114.93
	Reimb/Adjustments	0.00
	Grand Total	114.93

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
036-2547*067259*8	WSHD	11/30/15	42.00	24.32	
036-3213*067259*10	WSHD	11/05/15	105.00	11.76	
036-3213*067259*10	WSHD	11/05/15	100.00	17.11	
036-3426*067259*3	WSHD	12/04/15	47.00	30.74	
036-3426*067259*3	WSHD	12/04/15	42.00	6.68	
1000*067259*1	WSHD	11/23/15	42.00	24.32	

4 invoices listed.

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 01/20/16-01/20/16
 Entered by: Sherrie Norris
 Source Group Indigent Health Care

Brookshire Bros. Phar. (winnie)
 P.o. Box 1359
 Winnie, TX 77665

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	2,062.23
	Expenditures	2,062.23
	Reimb/Adjustments	0.00
	Grand Total	2,062.23

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
036-2383*65460*2	WSHD	12/14/15	5.00	4.27	
036-2383*65460*2	WSHD	12/16/15	20.86	8.19	
036-2383*65460*2	WSHD	12/16/15	51.74	51.74	
036-2383*65460*2	WSHD	12/16/15	5.00	5.00	
036-2547*65460*6	WSHD	12/01/15	10.00	10.00	
036-2749*65460*5	WSHD	12/07/15	40.00	40.00	
036-2749*65460*5	WSHD	12/07/15	58.65	58.65	
036-2749*65460*5	WSHD	12/07/15	25.00	25.00	
036-2811*65460*4	WSHD	12/16/15	302.60	302.60	
036-2811*65460*4	WSHD	12/03/15	36.57	36.57	
036-2811*65460*4	WSHD	12/03/15	36.57	36.57	
036-3217*65460*6	WSHD	12/31/15	42.69	42.69	
036-3217*65460*6	WSHD	12/18/15	25.46	25.46	
036-3217*65460*6	WSHD	12/24/15	436.57	179.77	
036-3224*65460*4	WSHD	12/04/15	5.00	5.00	
036-3224*65460*4	WSHD	12/04/15	5.00	5.00	
036-3224*65460*4	WSHD	12/04/15	10.00	10.00	
036-3224*65460*4	WSHD	12/04/15	34.18	34.18	
036-3224*65460*4	WSHD	12/04/15	5.00	5.00	
036-3292*65460*3	WSHD	12/08/15	5.00	5.00	
036-3413*65460*3	WSHD	12/23/15	29.47	11.78	
036-3413*65460*3	WSHD	12/23/15	1,006.93	903.13	
036-3413*65460*3	WSHD	12/23/15	63.55	63.55	
036-3426*65460*5	WSHD	12/04/15	15.00	15.00	
036-3426*65460*5	WSHD	12/04/15	25.35	25.35	
036-3467*65460*4	WSHD	12/21/15	32.08	32.08	
036-3467*65460*4	WSHD	12/21/15	33.26	12.33	
036-3467*65460*4	WSHD	12/21/15	16.99	13.71	
036-3467*65460*4	WSHD	12/04/15	32.81	32.81	
036-3467*65460*4	WSHD	12/29/15	5.00	5.00	
1000*65460*4	WSHD	12/15/15	5.00	5.00	
1000*65460*4	WSHD	12/15/15	29.08	29.08	
1000*65460*4	WSHD	12/15/15	22.72	22.72	

11 invoices listed.

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 01/20/16-01/20/16
 Entered by: Sherrie Norris
 Source Group Indigent Health Care

Wilcox Pharmacy
 P. O. Box 1850
 Winnie, TX 77665

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,765.28
	Expenditures	1,765.28
	Reimb/Adjustments	0.00
	Grand Total	1,765.28

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
036-2778*18651*9	WSHD	12/04/15	75.00	75.00	
036-2783*18651*51	WSHD	12/04/15	190.82	151.41	
036-2783*18651*51	WSHD	12/04/15	53.04	26.31	
036-2783*18651*51	WSHD	12/04/15	48.63	24.13	
036-2833*18651*70	WSHD	12/02/15	330.68	261.49	
036-2833*18651*70	WSHD	12/31/15	330.68	261.49	
036-2942*18651*56	WSHD	12/01/15	131.59	131.59	
036-2942*18651*56	WSHD	12/14/15	131.59	131.59	
036-2942*18651*56	WSHD	12/18/15	16.23	9.02	
036-3068*18651*32	WSHD	12/01/15	75.00	42.08	
036-3364*18651*19	WSHD	12/30/15	35.41	28.94	
036-3364*18651*19	WSHD	12/30/15	22.85	22.85	
036-3364*18651*19	WSHD	12/08/15	42.61	21.19	
036-3364*18651*19	WSHD	12/30/15	16.23	9.02	
036-3364*18651*19	WSHD	12/30/15	75.00	24.75	
036-3432*18651*7	WSHD	12/01/15	43.36	10.28	
036-3432*18651*7	WSHD	12/01/15	35.32	17.75	
036-3432*18651*7	WSHD	12/01/15	75.00	75.00	
036-3432*18651*7	WSHD	12/01/15	75.00	75.00	
036-3453*18651*4	WSHD	12/07/15	37.53	18.84	
036-3460*18651*1	WSHD	12/14/15	118.93	118.93	
036-3460*18651*1	WSHD	12/14/15	28.14	28.14	
036-3464*18651*1	WSHD	12/22/15	75.00	75.00	
036-3464*18651*1	WSHD	12/31/15	13.81	4.20	
036-3464*18651*1	WSHD	12/22/15	64.49	64.49	
1006*18651*1	WSHD	12/11/15	25.81	13.90	
1006*18651*1	WSHD	12/11/15	38.56	9.71	
1006*18651*1	WSHD	12/04/15	38.56	19.28	
1006*18651*1	WSHD	12/18/15	25.92	13.90	

11 invoices listed.



Entergy
PO BOX 8104
BATON ROUGE LA 70891-8104

Call 1-877-387-2499

Customer Bill

Please Bring Entire Bill When Paying In Person

PAY THIS AMOUNT	BY	01/25/2016	\$112.90
	AFTER	01/25/2016	\$118.20

Due date does not apply to any previous balance already past due

Account Number	QPC	Office	Cycle	Route
4261034	008	018	04	09
Service Location		1364		
2107 HIGHWAY 124 WINNIE TX 77665				

Billing Period	No. Days	Mail Date
11/30/2015 TO 01/05/2016	36	01/07/2016

Bill History	KWH	Days	Amount
Last Month	725	32	\$118.73
This Month	0	0	
Last Year			

7478 01 AV 0.388 ***** 5-DIGIT 77612

WINNIE STOWELL HOSPITAL DISTRICT
PO BOX 1997
WINNIE TX 77665-1997

0 5DC 007478 TH07 1 G

Si necesita tener la información de esta cuenta en español, favor de llamar al 1-877-387-2499 y pida que le pasen con un traductor.

Type	Meter		Meter Reading		Difference	Multiplier	Usage	Rate Code	Rider Code	Amount
	Number		Present	Previous						
KWH	9690616		17227	16586	641	1	641	220		
KW	9690616		3.07			1	3			
CONTRACT POWER KW			5	08/2015						
BILLED MINIMUM KW			5							34.95
CUSTOMER CHARGE										32.90
DEMAND CHARGE										17.20
ENERGY CHARGE										.54
TTC RIDER					641 KWH @ \$0.0008500					20.54
FUEL ADJUSTMENT					641 KWH @ \$0.0320491					.51
CHAMBERS COUNTY HEALTH SERVICES DISTRICT 1/2% TAX										6.39
STATE SALES TAX										
TOTAL MONTHLY CHARGES										113.03
ACCRUED INTEREST ON DEPOSIT										.13CR
THANK YOU FOR YOUR PAYMENT(S)					\$118.73					

THANK YOU FOR THE PROMPT WAY YOU PAY YOUR BILL
=> Real-time payment options: My Account Online at entergy.com or by phone 800-584-1241 for a small fee.
PLEASE ADD \$1.00 FOR THE POWER TO CARE

Amount Due considered delinquent after BY date

Keep this portion for your records

Please detach and return with your check payable to Entergy



Our records show your telephone number is 409-296-1003. If your number or address has changed, check the box to the right and write the correction on the back.

Account Number QPC Office Cycle Route
4261034 008 018 04 09
WINNIE STOWELL HOSPITAL DISTRICT
PO BOX 1997
WINNIE TX 77665-1997

Due date does not apply to any previous balance already past due

PAY THIS AMOUNT	BY	01/25/2016	\$112.90
	AFTER	01/25/2016	\$118.20



ENTERGY
PO BOX 8104
BATON ROUGE LA 70891-8104

00110000000426103400000001129010000001182060250



TRINITY BAY CONSERVATION DISTRICT

P.O. BOX 599 • STOWELL, TEXAS 77661
 PHONE:(409)296-3602 FAX: (409)296-3745
 www.tbcd.org



ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE		
46.23	01/15/16	46.92	1-04-08000-03 2107 HWY 124	53

WINNIE-STOWELL HOSPITAL DISTRI
 PO BOX 1997
 WINNIE TX 77665

Trinity Bay Conservation Dist.
 P. O. BOX 599
 Stowell TX 77661-0599



IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
 PLEASE RETURN TOP PORTION WITH PAYMENT

MAKE CHECK PAYABLE TO:		SERVICE ADDRESS		ACCOUNT NUMBER	
Trinity Bay Conservation Dist. P. O. BOX 599 Stowell TX 77661		2107 HWY 124		1-04-08000-03	
SERVICE PERIOD		FROM	TO	BILLING DATE	
12/16/15		11/30/15	12/30/15	12/30/15	
READ DATE (W)		*** USAGE HISTORY ***		DESCRIPTION	AMOUNT
METER NUM. 08126189		-----			
PRES. READ 124.7		WATER			
PREV. READ 124.7		GALLONS			
TOTAL GALLONS .0		11/17/15	.0	WATER	36.00
		10/22/15	.0	SEWER	10.00
		09/17/15	.0	TWC FEE	.23
		08/19/15	.0		
		07/21/15	.0		
		06/23/15	.0		
		05/21/15	.0	THIS MONTH	46.23
		04/28/15	3.1		
		04/16/15	.0	TOTAL NOW DUE	46.23
		02/18/15	.0		
		01/21/15	.0	PENALTY AMOUNT	PAY THIS AMOUNT AFTER
		12/17/14	.0		
				.69	01/15/2016 46.92

602

MESSAGES

PAY ONLINE AT WWW.TBCD.ORG

TO RESTORE CUT OFF SERVICES:PAY BY 4:00PM,
 ONLY CASH, MONEY ORDER OR CREDIT CARD
 (ONLINE ONLY)WILL BE ACCEPTED. CHECKS MUST
 CLEAR BANK BEFORE SERVICE IS TURNED BACK ON.

*DENOTES OVER 65 EXEMPTION

OFFICE HOURS ARE MON.-THURS.
 7:00AM TO 5:30PM. TO
 CONTACT US OR FOR
 AFTER HOURS EMERGENCIES
 CALL 409-296-3602,
 THEN PRESS 1.

J. S. Edwards & Sherlock

Insurance Agency, LLP * P. O. 22237 * Beaumont, TX 77720

----- INVOICE -----

Winnie Stowell Hospital District
c/o Hubert Oxford IV
P O Box 1997
Winnie, TX 77665

Invoice Date 01/22/16
Invoice No. 97060
Bill-To Code WINSTO
Client Code WINSTO
Inv Order No. 1*51451

Named Insured: Winnie Stowell Hospital District

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: J. S. Edwards & Sherlock

Effective Date	Policy Period	Coverage Description	Transaction Amount
01/30/16	01/30/15 to 01/30/16	Mount Vernon Insurance Company Policy No. CP2595843 *Endorsement - Commercial Package State Tax - Commercial Package Filing Fee - Commercial Package Invoice Number: 97060 Amount Due:	454.00 22.02 0.27 476.29

*Premiums Due and Payable on Effective Date

Exhibit “C”

**INTERLOCAL AGREEMENT BETWEEN
EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT
AND THE WINNIE-STOWELL HOSPITAL DISTRICT**

This INTERLOCAL AGREEMENT BETWEEN EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT AND THE WINNIE-STOWELL HOSPITAL DISTRICT (herein "Agreement") is entered into effective the ___ day of January, 2016, by and between, Winnie-Stowell Hospital District, a political subdivision of the State of Texas, and the East Chambers Independent School District, a political subdivision of the State of Texas pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, The East Chambers Independent School District ("ECISD") is a school district located in Chambers County, Texas;

WHEREAS, the Winnie-Stowell Hospital District ("WSHD") is a hospital district located in Chambers County, Texas and governed by of Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Texas Health & Safety Code, and is subject to the terms and conditions of the Texas Indigent Health Care and Treatment Act (Texas Health & Safety Code Ch. 61);

WHEREAS, in accordance with its mission and statutory requirements, WSHD is obligated to assume full responsibility for providing medical and hospital care for its Indigent inhabitants without charge. *See* Tex. Const. Art. IX, § 9 (2014) (emphasis added); Tex. Health & Safety Code §§ 286.073, 286.082, and 61.052(a).Tex. Att'y. Gen. Op. No.JM-858 (1988); and Tex. Att'y. Gen. Op. No. JC-0220 (2000);

WHEREAS, ECISD provides public education and certain related healthcare services to students within its boundaries, many of whom are considered economically disadvantaged and many of whom qualify for free-and-reduced meals in accord with federal child nutrition laws as well as for the Indigent Care Program pursuant to the guidelines adopted by the WSHD as well as Chapter 61 of the Texas Health and Safety Code;

WHEREAS, the boundaries of ECISD and WSHD are the same; and

WHEREAS, ECISD and WSHD seek to enter into an agreement whereby WSHD compensates ECISD to provide services to benefit ECISD students and further the mission of providing healthcare services to WSHD's needy inhabitants.

THEREFORE BE IT RESOLVED THAT, ECISD and WSHD enter into this Interlocal Agreement in accordance with Chapter 791 of the Texas Government Code with the following terms and conditions:

1. Purpose: The purpose of this Agreement is to provide healthcare related services to the students of ECISD that further the mission and goals of both ECISD and WSHD.
2. Duties of ECISD: To utilize the compensation provided by WSHD for the purposes as set forth in this Agreement in Paragraph 3, below.

3. Duties of WSHD:

- a. To pay ECISD \$15,000.00 per month to begin in January 2016 for a total twenty (20) months and to be spent by ECISD on the following:

- (i) Student accident insurance: all coverage all students while at school or at school function: \$33,685.00;
- (ii) Health related services including RN salary/benefits, supplies/materials: \$71,315.00;
- (iii) Student health related vision, hearing, scoliosis screenings, lice treatment, preventive care, immunization assistance: \$15,000.00;
- (iv) Mental health licensed professional counseling services, occupational/speech therapy, physical therapy: \$60,000.00.

- b. Such monthly payment shall be made to ECISD by the fifth (5) of each month.

4. Term and Termination:

- (a) Term. This Agreement is for a term of twenty (20) months commencing on the Effective Date and ending on August 31, 2017. Thereafter, this Agreement shall be extended from year to year unless either party elects to terminate the Agreement in accord with the termination provision below.

(b) Termination.

- (i) Termination for Cause. This Agreement may be terminated for cause at any time during the Term upon thirty (30) calendar days prior written notice to the other party if the party to whom such notice is given has materially breached or otherwise failed to fulfill its obligations hereunder, including the failure to fulfill any obligation which is found to be unenforceable. The party claiming the right to terminate shall set

forth in the notice the facts underlying its claim that the other party is in material breach or non-fulfillment of this Agreement and shall expressly state that the notice constitutes a termination notice under this Section. Should the alleged breach or non-fulfillment be remedied within said thirty (30) day period (to satisfaction of non-breaking party) or, if such breach or non-fulfillment cannot be cured within such thirty (30) day period but remedial efforts shall be commenced within such period and diligently pursued, the cure period may be extended for an additional period as may be necessary to cure such breach or non-fulfillment; however, in no event such breaching or non-fulfilling party have more than sixty (60) days to cure such breach, the Agreement shall continue without interruption for the remaining Term.

(ii) Termination for Convenience. After the first initial twenty (20) month period, during any renewal year terms, either party may terminate this Agreement effective at the end of a renewal year by giving a minimum sixty (60) days notice prior to August 31 of that year.

(c) Survival. All accrued but unperformed obligations of either party shall survive termination or expiration of this Agreement. All rights and obligations of either party for indemnification hereunder arising out of or in connection with matters occurring within the Term shall survive the termination or expiration of this Agreement.

5. Venue and Governing Law: Mandatory and exclusive venue for any dispute arising out of this Agreement shall be a court of competent jurisdiction in/serving Chambers County, Texas. This Agreement shall be governed by Texas law without regarding to conflicts of law principles.
6. Assignment: Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this Agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
7. Indemnity:

TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, ECISD SHALL INDEMNIFY AND HOLD HARMLESS BOTH WSHD AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY

PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF ECISD AND ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, WSHD SHALL INDEMNIFY AND HOLD HARMLESS BOTH ECISD AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF WSHD AND ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.

8. Notice: Any notice sent under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

To: East Chambers ISD
Attn: Superintendent
1955 State Highway 124
Winnie, TX 77665

To: Winnie-Stowell Hospital District
Attn: District's Chairman
P. O. Box 1997
Winnie, Texas 77665

9. Insurance and Additional Insured: During the Term, ECISD shall, at its sole cost and expense, procure and maintain policies of insurance and/or provide and maintain self-insurance insuring against comprehensive general liability and professional liability for damages directly or indirectly related to the performance of any service provided in this Agreement, and the use of any property and facilities provided by ECISD in connection with this Agreement, in such amounts, on such terms and with such deductibles as are then commonly maintained by school districts with facilities and operations similar to those of ECISD. To the extent that the Parties determine that it is economically or otherwise feasible, the ECISD will use its best efforts to name the WSHD as an additional insured, to the ECISD's comprehensive general liability and professional liability

insurance policies and from time to time, ECISD will furnish WSHD with certificates evidencing such insurance and/or self-insurance; and ECISD shall promptly advise WSHD of any change in the insurance and/or self-insurance maintained by ECISD.

10. Immunities: Nothing in this Agreement waives or alters any immunities provided to either party and/or their respective officers, employees, or agents under Texas or federal law.
11. Severability: In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
12. Authority: Each party acknowledges that the governing body of each party to the Agreement has authorized this Agreement. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party. The parties agree that the payment(s) under this Agreement are an amount that fairly compensates the performing party for services or functions performed under the Agreement.
13. Benefit for Signatory Parties Only: This Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
14. Entire Agreement: This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements.

Executed effective as of the Effective Date by the following duly authorized representatives:

**WINNIE STOWELL HOSPITAL
DISTRICT**

**EAST CHAMBERS INDEPENDENT
SCHOOL DISTRICT**

By: Elroy Henry

Print Name: Mr. Elroy Henry

Title: Chairman

Date: _____

By: Scott Campbell

Print Name: Scott Campbell

Title: Superintendent

Address for Notice:

1955 SH 124

Winnie, TX 77605

Date: _____

Exhibit “D”

**Sale and Purchase Agreement
between
East Chambers Independent School District
and
Winnie Stowell Hospital District**

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Exhibits

- Exhibit A – Legal Description
- Exhibit B – Location of the Property
- Exhibit C – Form of Special Warranty Deed
- Exhibit D – Form of Surveyor’s Certificate
- Exhibit E – Form of Bill of Sale

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") made and entered into on the Effective Date, as hereinafter defined, by and between WINNIE STOWELL HOSPITAL DISTRICT, a political entity of the State of Texas, (the "Seller"); and EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT, a Texas independent school district, (hereinafter "Buyer"). Buyer and Seller are herein collectively referred to as the "Parties" and individually as a "Party."

WITNESSETH:

1. **Property.** Subject to the terms and conditions set forth below, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller:

- (a) a certain tract of land described as approximately 4.12 acres, more or less, situated in Chambers County, Texas, such tract being more particularly described on Exhibit "A," attached hereto and incorporated herein for all purposes, and depicted in Exhibit "B", attached hereto and incorporated herein for all purposes (the "Land") that abuts property already owned by the Buyer;
- (b) all improvements, structures and fixtures now constructed or located in or on the Land owned by Seller (the "Improvements");
- (c) all mechanical equipment, interior finish, parking surfaces, lighting, and all other fixtures and tangible personal property now owned by Seller and situated on the Land and Improvements, if any (the "Personal Property"); and
- (d) Seller's right, title and interest in and to any and all easements, right-of-ways, privileges, benefits, contract rights, development rights, permits, licenses or approvals, appurtenances, and all other intangible rights which are owned by Seller and which are appurtenant to the Land and Improvements or either of them (collectively referred to as the "Intangible Property").

The Land, Improvements, Personal Property, and Intangible Property, are herein collectively referred to as the "Property".

2. **Purchase Price.** The Purchase Price shall be the cash sum of Three Hundred Twenty Five Thousand and No/100 Dollars (\$325,000.00) (the "Purchase Price").

3. **Earnest Money.** As a condition precedent to the validity of this Agreement, One Thousand and No/100 Dollars (\$1,000.00) shall be tendered and is to be deposited as Earnest Money with the Title Company (as defined herein) and placed in an interest bearing

account upon execution of the Agreement by both Parties. Such interest earned shall be additional Earnest Money, and such Earnest Money shall be applied to the Purchase Price at Closing.

4. **Closing.** Subject to the terms and conditions hereof, the Closing of this transaction (the "Closing Date") shall be held at Stewart Title Company, Attn: Danny Williams; 1300 Rollingbrook, Suite 407, Baytown, Texas 77521 (the "Title Company"), within thirty (30) days following the expiration of the Feasibility Period (as defined below). Seller shall deliver possession of the Property to Buyer on the Closing Date.

5. **Title Insurance.** Within twenty (20) days after the Effective Date hereof, Seller shall obtain and provide to Buyer, at Buyer's expense, a title commitment for an owner's title insurance policy (the "Title Policy"), in the standard Texas form issued by the Title Company in the amount of the Purchase Price covering title to the Property, showing title in the Seller's name (the "Title Commitment"), subject only to (a) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing, and which the Seller shall so remove at the time by using the funds to be paid to Seller at closing, (b) ad valorem taxes for the year of closing, current taxes being subject to proration as herein provided, and (c) such other exceptions as may be acceptable to Buyer (with all of said exceptions being herein referred to as the "Permitted Exceptions"). Within fifteen (15) days after the Effective Date, Buyer shall cause the Title Company to provide copies of any documents referred to as exceptions in the Title Commitment, together with the vesting deed(s). The Title Commitment shall be conclusive evidence of good title as to all matters to be insured by the policy, subject to the exceptions as therein stated.

6. **Survey.** Within thirty (30) days of the Effective Date hereof, Seller shall, at Buyer's cost and expense, and if required by the Title Company, procure and deliver, or cause to be delivered, to Buyer and Title Company a survey of the Property (the "Survey") consisting of a survey plat and field notes of the Property. The survey will (1) identify the Property by metes and bounds; (2) show that the survey was made and staked on the ground with corners permanently marked; (3) set forth the dimensions and total area of the Property; (4) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other waterways, fences, easements and rights-of-way on the Property with all easements and rights-of-way referenced to their recording information; (5) show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property that has been designated by the Federal Emergency Management Agency, Federal Insurance Administration, the Army Corps of Engineers, or any other governmental agency or body as being subject to special or increased flooding hazards; and, (6) contain the surveyor's certificate, addressed to Seller, Buyer and the Title Company, that the survey is true and correct, and otherwise in the form attached hereto as Exhibit "D," attached hereto and incorporated herein for all purposes. At such time as Buyer has received both the Title

Commitment (with all underlying documents and the vesting deed) and the Survey, Buyer shall have thirty (30) days in which to examine the Title Commitment and the Survey and notify Seller of those items within the Title Commitment or Survey ("Encumbrances") which Buyer finds objectionable ("Title Objections"). Buyer's failure to object to Encumbrances within the time allowed shall constitute a waiver of Buyer's right to object and such Encumbrances shall be deemed Permitted Exceptions, except that satisfaction of the requirements of Schedule C of the Title Commitment shall not be deemed to have been waived. If Title Objections are made by Buyer within the time allowed, Seller, at its sole cost and expense, shall have the right, but not the obligation, to cure or remove such Title Objections, give Buyer written notice thereof, and deliver within five (5) days of the date of Buyer's notice, an amended Survey and/or Title Commitment reflecting the cure of such matters. If any of such Title Objections are not cured by Seller prior to the Closing Date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer unless Buyer elects to waive such Title Objections.

7. **Feasibility Study and Inspection.**

(a) Within sixty (60) days after the Effective Date hereof (the "Feasibility Period"), Buyer, at its expense, may complete or cause to be completed inspections of the Property (including any improvements, if any) by inspectors of Buyer's choice. Inspections may include but are not limited to: (1) physical property inspection; (2) economic feasibility study; and, (3) any type of environmental assessment or engineering study including the performance of tests such as soil tests or air sampling. Seller shall permit Buyer and Buyer's inspectors access to the Property at reasonable times. **TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY INDEMNIFIES AND HOLDS SELLER HARMLESS FROM ANY CLAIM, LIABILITY, LOSS, DAMAGE, COST AND EXPENSE FOR PROPERTY DAMAGE DIRECTLY ARISING OUT OF BUYER'S ACTIVITIES UPON THE PROPERTY ALLOWED BY THIS SECTION; PROVIDED, HOWEVER, THAT BUYER SHALL BE PERMITTED TO CLEAR OUT SMALL LANES OF VEGETATION AS MAY BE REASONABLY NECESSARY TO ALLOW BUYER'S INSPECTORS ACCESS TO ACCURATELY INSPECT THE PROPERTY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES ASSOCIATED THEREWITH.** If, during this Feasibility Period, Buyer elects, in Buyer's sole judgment, to terminate this Agreement for any reason, Buyer may do so by providing written notice of termination before the expiration of the Feasibility Period. Upon termination of this Agreement pursuant to this Section, all Earnest Money shall be refunded to Buyer, less the sum of \$100.00 which shall be retained by Seller as additional consideration for this Agreement.

(b) Within ten (10) days of the Effective Date, Seller agrees to provide to Buyer copies of all engineered drawings, maps, reports (environmental, wetlands, geotechnical, and other surveys necessary to complete Buyer's feasibility study) in Seller's possession with respect to the Property without any representations as to the truth or accuracy of same. If Buyer terminates this Agreement pursuant to this Section, Buyer agrees to provide to Seller copies of all reports of inspections, studies, or assessments completed or caused to be completed by Buyer under this Section to Seller. However, Buyer and Seller agree that Seller's agreement to provide Buyer with copies of the reports referred above shall not relieve Buyer of the obligation to conduct its own due diligence concerning the purchase of the Property, and Buyer will not be entitled to rely on information contained in documents provided by Seller pursuant to this Section but shall conduct its own investigation of the matters referred to in such documents.

8. **Seller's Documents.** At Closing, Seller shall execute and deliver to Buyer, the following:

(a) A duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple title to the Property and free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, subject only to the Permitted Exceptions, in the form attached hereto as Exhibit "C" and incorporated herein for all purposes (the "Deed");

(b) A bill of sale in the form attached hereto as Exhibit "E" conveying to Buyer title to the Intangible Property and the Personal Property, free and clear of all liens, encumbrances, and restrictions, except the Permitted Exceptions;

(c) The Title Policy, issued by Title Company in the amount of the Purchase Price, naming Buyer as the insured, subject only to the Permitted Exceptions;

(d) Tax statements showing no delinquent taxes on the Property;

(e) A fully executed release of any liens retained on the Property, other than current taxes;

(f) Evidence that the person executing this Agreement and the Deed has the full power and authority to bind Seller; and

(g) Such other closing documents as reasonably may be required to consummate the transaction contemplated by this Agreement, including any documents that may be required by the Title Company in order to issue the Title Policy as required by the Title Commitment.

9. **Buyer's Closing Matters.** At Closing, Buyer shall execute and deliver to Seller, the following:

(a) The Purchase Price in accordance with Section 2 above; and

(b) Such other closing documents as reasonably may be required to consummate the transaction contemplated by this Agreement, including any documents that may be reasonably required by the Title Company.

10. **Expense Provisions.** The cost of releasing liens, making final payments on all loans affecting the Property, and recording releases shall be paid by Seller on or before Closing. The costs of any exceptions, deletions, endorsements or express coverages shall be paid by Buyer. Buyer will be responsible for the basic title premium, title search fees, and customary closing costs charges, fees or expenses of the Title Company. Each Party shall bear and pay their own attorneys' fees and expenses. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

11. **Representations, Warranties and Covenants of Seller.** Seller hereby represents, warrants and covenants to and with Buyer as follows:

(a) From and after the Effective Date hereof, Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge of the Property, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of Buyer.

(b) The person(s) executing this Agreement on behalf of Seller is fully authorized to do so by Seller, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for Seller to enter into or perform this transaction.

(c) Seller has paid (or covenants that it will pay prior to Closing) any and all taxes through the date of Closing which could become a lien or charge against the Property, subject to the proration herein provided.

(d) Except for the liens, encumbrances or charges against the Property specifically disclosed in this Agreement or in the Title Commitment, to Seller's actual knowledge, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any business conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date hereof or the Closing Date, and Seller has no actual knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property.

(e) From and after the Effective Date hereof, Seller will not cause, permit, suffer, or allow any change, modification, or alteration to be made to the Property, or any part or portion thereof, or its physical condition with out the prior written consent of Buyer.

(f) To Seller's actual knowledge, no notice from a governmental body has been served upon Seller claiming any violation of any law, ordinance, code or regulations as to the Property, and Seller has no actual knowledge that any such violation exists with regard to the Property.

(g) To Seller's actual knowledge, there are no leases relating to the Property, or any portion thereof.

(h) To Seller's actual knowledge, Seller has not received any notice, and has no actual knowledge, that the Property, or any portion thereof, is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding.

(i) To Seller's actual knowledge, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, to which Seller is a party, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(j) No commitments have been made by Seller or, to Seller's actual knowledge, by any predecessor in title, to any governmental authority, utility company, school board, church or other religious body, or any homeowners association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Buyer, or its successors or assigns, to make any contribution or dedications of money or land, or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

(k) To Seller's actual knowledge, no person, firm or other legal entity other than Buyer has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

(l) To Seller's actual knowledge, no portion of Property has previously been determined to be a wetlands within the jurisdiction of the FDEP, the Corp of Engineers, water management district having jurisdiction over the Property, any agency of the City or County in which the Property is located, or any other governmental agency, entity or authority.

(m) Except for the previous removal of an underground storage tank before seller acquired the property, documentation of which has been provided by Seller to Buyer, Seller has no actual knowledge of any spills, releases, discharges or disposal of any hazardous materials that have occurred or are presently occurring or of the existence of any hazardous materials in, on, or under the Property. Seller has no actual knowledge of any violations of any applicable local, state or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, transport and disposal of any Hazardous Material with respect to the Property. For purposes of this Agreement, the term Hazardous Material shall mean materials in such quantity to be deemed hazardous by CERCLA.

(n) To Seller's actual knowledge, the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreements or other instrument to which Seller is a party or to which Seller may be subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

(o) Other than information disclosed herein, in the Title Commitment or the survey, and in disclosures made by Seller to Buyer, in writing, regarding the Property's condition as related to windstorm insurance requirements and the upgrades required to the improvements on the Property in order to secure windstorm insurance, Seller is not aware of any information or facts concerning the physical condition of the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially and adversely affect the value or use thereof which has not been disclosed to Buyer in writing.

12. **Continuing Representations and Warranties.** With the exception of representations and warranties concerning the title of the Parties to the Property contained herein, which shall remain in force, all representations and warranties shall survive the Closing for a period of two (2) years.

13. **Proration of Taxes and Rollback Assessments.** Current taxes shall be prorated through the Closing Date. If the amount of the ad valorem taxes for the year in which the sale is closed is not available on the closing date, proration of taxes shall be made on the basis of taxes assessed in the previous year. If Seller changes the use of the Property before closing or if a denial of special valuation on the Property claimed by Seller results in the assessment of additional taxes, rollback taxes, penalties, or interest (assessments) for the periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in such additional assessments for the periods before closing, the assessments will be the sole obligation of Buyer. Obligations imposed by this Section 13 shall survive closing.

14. **Access to the Property.** Seller agrees that from the Effective Date until the Closing Date, Seller will allow Buyer, and its authorized representatives and agents, entry upon the Property for the purpose of satisfying itself with respect to the representations, warranties and covenants of Seller contained herein, and to take soil tests, borings, make surveys or layouts for the improvements, or such other tests, evaluations, or investigations as Buyer may perform per the terms hereof.

15. **General Conditions to Obligations of Buyer.** The obligations of Buyer are, at the option of Buyer, contingent upon these conditions:

(a) The representation and warranties made by Seller herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date hereof and the Closing Date; and

(b) All terms, covenants, agreements and provisions of this Agreement to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with or performed.

If these conditions are not met then, at Buyer's option, Buyer may terminate this Agreement prior to Closing, and receive a refund of the Earnest Money.

16. **Default.** If the sale contemplated by this Agreement is not consummated through default of the Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Earnest Money deposited by Buyer pursuant to Section 3 above (such Earnest Money being a reasonable forecast of uncertain damages to Seller), whereupon, neither Party shall have any further rights or obligations hereunder, except as otherwise expressly set forth herein. If the sale contemplated by this Agreement is not consummated through default of the Seller, Buyer may, as its sole and exclusive remedies, elect to (i) terminate this Agreement and receive a refund of the Earnest Money, whereupon, neither Party shall have any further rights or obligations hereunder, except as otherwise expressly set forth herein; or (ii) seek specific performance.

The Parties hereby agree that under no circumstances shall a defaulting Party be liable for any consequential, incidental, indirect, special, or punitive damages.

17. **Condemnation.** If, prior to Closing, the Property or any portion thereof, is condemned or taken under power of eminent domain, or if Seller receives any notice or obtains knowledge that any such taking is threatened or contemplated by any governmental agency or entity or any other entity having the power of eminent domain, then, in any such event, Seller shall promptly give notice thereof to Buyer in writing. Buyer shall then have the options of either (a) terminating this Agreement and receiving a refund of the Earnest Money, whereupon, neither Party shall have any further rights or obligations hereunder, except as otherwise expressly set forth herein; or (b) waiving such matters and proceeding to close this transaction without reduction in the Purchase Price, but with the right to receive any and all awards or monies payable as a result of any such taking. Buyer shall make such election by giving written notice thereof to Seller at any time prior to Closing.

18. **Contract Construction.** Buyer and Seller acknowledge that this Agreement was prepared after substantial negotiations between the Parties. This Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement.

19. **Miscellaneous.**

(a) **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when

delivered by hand delivery, or when deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to Buyer: East Chambers Independent School District
1955 State Highway 124
Winnie, TX 77665
Attn: Superintendent
Telephone: 409.296.6100
Facsimile: 409.296.3528

Buyer's Attorney: Michelle R. Morris
Rogers, Morris & Grover, L.L.P.
5718 Westheimer, Suite 1200
Houston, Texas 77057
Telephone: 713.960.6009
Facsimile: 713.960.6025
Email: mmorris@rmgllp.com

If to Seller: Winnie Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77665
Attn: Chairman, Board of Directors
Telephone: 409.296.1003
Email: sherrie@wshd-tx.com

Seller's Attorney: Benckenstein & Oxford, L.L.P.
3535 Calder Avenue, Suite 300
Beaumont, Texas 77706
Attn: Hubert Oxford, IV
Telephone: 409.9514721
Facsimile: 409.833.8819
Email: hoxfordiv@benoxford.com

or such other address either Party from time to time specify in writing to the other.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(c) **Amendments and Termination.** Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Buyer, acting by their respective

duly authorized agents or representatives. Unless otherwise expressly stated herein, the provisions of this Agreement may be waived by the Party hereto which is entitled to the benefit thereof only by evidencing such waiver in writing, executed by such Party.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

(e) **Section Headings.** The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision hereof.

(f) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(g) **Effective Date.** The "Effective Date" of this Agreement shall be the date that this Agreement, fully executed by all Parties, is deposited with the Title Company, together with the Earnest Money.

(h) **Merger of Prior Agreements.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter hereof. Buyer is not relying upon any representation or statement by Seller regarding the Property, except as set forth in this Agreement.

(i) **Time.** Time is of the essence in this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended to 5:00 P.M. on the next ensuing business day.

(j) **Commissions.** Each Party represents to the other that such Party shall be solely responsible for any brokerage fees or commissions due and payable to any person or entity as a result of such Party's participation in the transaction contemplated herein. Each Party will be liable to the other Party of any liability the other Party may sustain for brokerage fees and commissions (and attorney's fees incurred in defending against any such claims) as a result of a breach by such Party of the foregoing representation. The provisions of this Section shall survive the closing.

20. **Federal Tax Requirements.** If Seller is a "foreign person" as defined by applicable law, or if Seller fails to deliver an Affidavit that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds at closing an amount sufficient to comply with the applicable tax law and deliver the same to the Internal Revenue Service, together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if cash in excess of specified amounts is received in the transaction.

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[SIGNATURES ON FOLLOWING PAGE]

"BUYER"

EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT

By: Scott Campbell


Name: Scott Campbell

Title: Superintendent

Date: _____

"SELLER"

WINNIE STOWELL HOSPITAL DISTRICT

By: 
Name: _____
Title: _____
Date: _____

RECEIPT OF TITLE COMPANY

The undersigned Title Company hereby acknowledges receipt of a fully executed counterpart of this Agreement and the Earnest Money. Title Company agrees that it shall be responsible for all reporting to the Internal Revenue Service relating to the transaction contemplated by this Agreement that is required under Section 6045 of the Code.

Executed as of the _____ day of _____, 2016.

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

By: _____

Name: _____

Title: _____

"TITLE COMPANY"

EXHIBIT "A"

Legal Description

An approximately 4.12 acre tract of land, more or less, out Lot 4 Block 26, of the Winnie Suburbs, a subdivision in Chambers County, Texas, as shown in Exhibit B, known as 2107 South Hwy 124 in Winnie, Texas.

[To be substituted upon completion of survey.]

EXHIBIT "B"

Location of Property [to be attached]

[To be replaced by Survey]

EXHIBIT "C"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date _____, 2016

Grantor WINNIE STOWELL HOSPITAL DISTRICT

Grantor's Mailing Address

Attn: _____
P.O. Box 1997
Winnie, Texas 77665

Grantee EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address

Attn: Superintendent
1955 State Highway 124
Winnie, TX 77665

Consideration

Cash and other valuable consideration, receipt and sufficiency of which are hereby acknowledged.

Property

Being an approximately 4.12 acre tract of land in Chambers County, Texas, more particularly described on Exhibit "A", attached hereto and incorporated herein by reference for all purposes. *[To be adjusted upon approval of final survey]*

Reservations from and Exceptions to Conveyance and Warranty

1. This conveyance is subject to those matters described on Exhibit "B", attached hereto and incorporated herein by reference for all purposes.

2. Taxes and special assessments are prorated as of this date, and Grantee assumes and agrees to pay same.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it unto Grantee and Grantee's successors and assigns, and Grantor binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

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[SIGNATURES ON FOLLOWING PAGE]

"Grantor"

WINNIE STOWELL HOSPITAL DISTRICT

By: DO NOT SIGN PRIOR TO CLOSING

Name: _____

Title: _____

"Grantee"

EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT

By: DO NOT SIGN PRIOR TO CLOSING

_____,
President, Board of Trustees

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, acting in his/her capacity as _____ of and on behalf of the Board of Trustees of East Chambers Independent School District.

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, acting in his/her capacity as _____ of and on behalf of the Winnie Stowell Hospital District.

Notary Public, State of Texas

After recording, return to:

Exhibits to be supplemented to Deed:

Exhibit A – Legal Description [to be inserted prior to Closing]

Exhibit B – Permitted Exceptions [to be inserted prior to Closing]

EXHIBIT "D"

Form of Surveyor's Certificate

The undersigned hereby certifies to _____
[Buyer], _____
[Seller] and _____ [Title Company], that (i) the Survey was made on the ground on the _____ day of _____, 201__, as per the field notes shown on the Survey and correctly shows all corners, angle points, boundary lines, dimensions, gross acres and net acres of the Property; (ii) the Survey correctly shows the size, type and location of all buildings, structures, other improvements, and visible items on the Property, all being within the boundaries of the Property except as shown hereon; (iii) the Survey correctly shows the location and dimensions of all alleys, streets, roads, rights-of-way, easements, building lines, set back lines and other matters of record (with instrument and recording indicated where appropriate, and in such instances, the location and dimensions of such matters are reflected according to the legal description in such recorded documents) or of which he has knowledge or has been advised whether or not of record; (iv) adequate ingress to and egress from the Property is provided by the roads as indicated hereon, and all abutting public streets providing access to the Property together with the width and name thereof, and all other significant items and proposed streets and/or roads relating to or affecting the Property have been correctly shown on the Survey; (v) except as shown on the Survey, the Property does not serve any adjoining property for drainage, utilities or ingress or egress and there are no visible easements or rights-of-way; (vi) except as shown on the Survey, there are no (a) encroachments upon the Property by any improvements on adjacent property, (b) encroachments upon adjacent property, streets or alleys by any improvements on the property, (c) party walls, or (d) conflicts or protrusions; (vii) according to the Federal Emergency Management Agency Rate Map, Community Panel No. _____, [revised _____], no portion of the Property lies within a flood plain, flood zone or flood hazard area under any applicable federal, state or local ordinance, statute or regulation, and none of the Property lies within the one hundred year flood plain or is subject to any special flood hazard, except as shown on the Survey; (viii) the metes and bounds description contained hereon is correct and the record description of the Property forms a mathematically closed figure; and (ix) the Survey (a) conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey, and (b) conforms to the current standards promulgated by the Texas Board of Professional Land Surveying.

SEAL

Registered Professional Land Surveyor

Printed Name: _____

Address: _____

City, State: _____

Zip: _____

Telephone: _____

Fax: _____

Job Number: _____

EXHIBIT "E"

[FORM OF BILL OF SALE]

BILL OF SALE

KNOW ALL MEN BY THESE PRESENT, that in consideration of the purchase price pursuant to and in accordance with the provisions and requirements of that certain Sale and Purchase Agreement dated as of _____, 2016, by and between WINNIE STOWELL HOSPITAL DISTRICT, a political entity of the State of Texas, ("Seller"), and EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT, a Texas independent school district ("Buyer") (the "Agreement"; capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement), Seller does hereby convey, transfer, sell, assign, set over, and deliver to Buyer all of Seller's right, title and interest in and to the following (collectively, the "Assigned Properties"):

(a) all contract rights and all other intangible rights which are owned by Seller and which are appurtenant to the Land and Improvements or either of them (collectively referred to as the "Intangible Property");

(b) Seller's right, title and interest, if any, in all equipment, machinery, furniture, furnishings, appliances, supplies, and all other tangible personal property now owned by Seller and situated on or in the Land and/or Improvements, or used in or to be used in connection therewith (collectively referred to as the "Personal Property"; the Intangible Property and the Personal Property are hereinafter collectively referred to as the "Assets");

(c) All of Seller's right, title and interest, if any, in and to all use, occupancy, building and operating permits, licenses, certificates, trademarks, trade names, contract rights, and approvals, if any, issued from time to time with respect to the Property; and

(d) All of Seller's interest in and to all existing and assignable guarantees and warranties (express or implied), if any, issued in connection with the construction, improvement, alteration or repair of the Property, structures and other improvements on the Property, and in connection with the purchase or repair of Assets.

TO HAVE AND TO HOLD the Assigned Properties unto Buyer, its successors and assigns, forever, and Seller does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, title to the Assigned Properties unto Buyer, its successors and assigns, against every

person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Seller, but not otherwise. Seller covenants that Seller is the lawful owner of the Assets, that such Assets are unencumbered, and that Seller has the right to sell the Assets and assign the Assigned Properties.

This Bill of Sale shall be governed by the laws of the State of Texas.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has executed this instrument as of the
day of _____, 2016.

SELLER:

WINNIE STOWELL HOSPITAL DISTRICT, a

By: DO NOT SIGN PRIOR TO CLOSING

Name: _____

Title: _____

Exhibit “E”

**WINNIE STOWELL HOSPITAL DISTRICT
SECOND AMENDED
WELLS FARGO DEPOSITORY ACCOUNT TRANSFER PROCEDURES
January 20, 2016**

Purpose of Procedures: The purpose of these procedures is to insure that the District maintains proper control over its Nursing Home Depository Accounts at Wells Fargo Bank and the income received for use by the nursing home homes for daily operations as well as income derived from Minimum Payment Amount Program

1. NURSING HOME OPERATION PROCEDURES:

On a weekly basis (or more frequently if needed), transfers of monies deposited to the thirteen (13) Wells Fargo Depository Nursing Home Accounts (“Depository Accounts) set up to receive patient payments in the form of Medicaid and Medicare must be transferred to the operating accounts of the Nursing Homes so that they can maintain cash flow for operating purposes.

The procedures to accomplish this task will be:

1. All monies in the Depository Accounts will be moved into a central account of the district each evening through a bank sweep.
 2. On a weekly basis (the 7-day period beginning on Wednesday of each week and ending on Tuesday of the next week), the amount to transfer for the operating purposes will be determined by the District administrator by completing a worksheet for both Caring and Skilled Nursing Homes. The District Administrator will then send her worksheet to (the nursing home management company) and Mary Ellen Robertson, the District CPA for review and approval.
 3. Following approval by the District’s CPA, ACH transfers for each week will be initiated by Sherrie Norris and approved by the board president on Wednesday after the close of the week.
 4. The following day, Thursday, the amounts will be verified as having been properly transferred by comparing the transfer to the bank information on line, signed and dated by the district accountant or the district management company representative.
- * In the event large deposits are received and needed immediately, special considerations will be made and the procedure above will be initiated by a request by the nursing home administrators by email to any of the three parties.
- ** Under no circumstances will money be moved by the nursing home administrators or anyone not authorized by the board to do so.

2. PROCEDURES FOR THE RECEIPT OF MONIES FROM THE MPAP/UPL (Upper Payment Limit):

Funds received from MCOs (Managed Care Organizations) as payment for the Nursing Home Minimum Payment Amount Program ("MPAP") ("MPA/IGT Proceeds") are to follow a separate set of procedures as it relates to the MPA/IGT Proceeds.

The amendments to the District's transfer procedures for MPAP/IGT Proceeds is intended to serve the following purposes: 1) account for changes in the form of payment of MPA/IGT Proceeds from direct deposit to checks; and 2) to provide a procedure designed to safeguard the District's public funds from Security Agreements and corresponding perfecting agreements resulting from loans obtained by the owners of the real property and improvements on which several of the Nursing Homes are located, lenders for the United States Department of Housing and Urban Development ("HUD Lenders"), Wells Fargo, and the District.

Following the adoption of these procedures and amendments to outstanding Security Agreements between the Lender and the District to make them consistent with these procedures, the District's Lender for nursing home operations, Neches Capital, LLC ("**Lender**"), agrees to remove all Control Agreements or Depository Account Control Agreements on the depository accounts owned by the District at Wells Fargo bank that are to be subject to security agreements for HUD refinancing.

A. Definitions:

- (1) "**Depository Accounts**": Any account(s) owned by the District used in the receipt of daily revenue for any of the District's thirteen (13) nursing homes or receipt of MPAP funds or making Intergovernmental Transfers. Presently, the Depository Accounts owned by the District include a depository account for each nursing home at Wells Fargo; a sweep account at Wells Fargo; and a Textnet account at Interbank in Graham, Texas.
- (2) **Intergovernmental Transfer ("IGT")** Shall mean Public funds transferred from the District to the Texas Health and Human Services Commission.
- (3) **"IGT Responsibility"** Shall mean the quarterly IGT owed for a nursing facility, which is equal to the non-federal share of the increase in the STAR+PLUS MCOs' capitation rates due to the implementation of the Minimum Payment Amounts multiplied by the average number of Medicaid residents from the nursing facility incorporated into the capitation rate multiplied by three.

- (4) **“Note” or “Loan”** Funds loaned to the District by Neches Capital (**“Lender”**) on a quarterly basis to assist in Nursing Home Operations, including making IGTs for the participation in the MPAP.
- (5) **MPA Proceeds”** Shall mean all other payments, excluding the IGT Responsibility, received by District with respect to the any of its thirteen nursing facilities through the STAR+PLUS Medicaid managed care organizations for participation in the Minimum Payment Amount Program or any similar program, Quality Incentive Payment Program, for services provided to Medicaid residents of the Healthcare Facility that are in excess of the Medicaid reimbursement rates for nursing facilities, established by the Texas Health and Human Services Commission
- (6) **“MPA/IGT Proceeds”** Shall mean all other payments, including the IGT Responsibility, received by District with respect to the any of its thirteen nursing facilities through the STAR+PLUS Medicaid managed care organizations for participation in the Minimum Payment Amount Program or any similar program, Quality Incentive Payment Program, for services provided to Medicaid residents of the Healthcare Facility that are in excess of the Medicaid reimbursement rates for nursing facilities, established by the Texas Health and Human Services Commission
- (7) **“MPAP”** The MPAP is administered by the MCOs who have divided the program into to two Eligibility Periods. The District has already made IGT payments for the two quarters of Eligibility Period No. 1 (EP1) on behalf of its nursing facilities pursuant to the following schedule:

IGT Initiation Date	Applicable Quarter	Return Date-Monthly
February 9, 2015	EP 1, 1 st Qtr.: March-May 2015	Aug.-Oct. 2015
May 8, 2015	EP 1, 2 nd Qtr.: June 2015-Aug. 2015	Nov. 2015–Jan. 2016

Thereafter, the District is obligated, pursuant to February 26, 2015 IGT Responsibility Agreement with the State of Texas, to participate in Eligibility Period No. 2 (EP2) for all thirteen of its nursing facilities. To date, the District has made IGT payments for the first two quarters of EP 2 as described below.

IGT Initiation Date	Applicable Quarter	Return Date-Monthly
August 2015	EP 2, 1 st Qtr.: Sept.-Nov. 2015	Feb. – April 2016
November 2015	EP 2, 2 nd Qtr.: Dec. 2015-Feb. 2015	May-July 2016
February 2016	EP 2, 3 rd Qtr.: March-May 2016	Aug.-Oct. 2016
May 2016	EP 2, 4 th Qtr.: June-Aug. 2016	Nov. 2016-Jan. 2017

B. Procedures:

- (1) These procedures are predicated on the understanding that the MPA/IGT funds will be received by checks to the District from four (4) of the five (5) MCO (representing approximately 5/6 of such funds). The MCO issuing checks are: Cigna; Molina, Superior, and United Healthcare. One MCO, Amerigroup, is scheduled to continue making its MPAP payment by wire transfer into the District's Depository accounts at Wells Fargo. Amerigroup's payment represents 1/6th of the MPAP payments.
- (2) It is the understanding Lender and the District that the four (4) MCOs which fund the MPA/IGT funds by check have agreed to continue making payments by way of checks for the foreseeable future and have agreed to give the District at least 120 days' notice of any change in procedure which ends the distribution by checks in favor of making these payments by wire transfer or electronic direct deposit into the District's thirteen (13) depository accounts.
- (3) The timing of deposits and the amounts of the deposits of MPA/IGT Funds is as follows:
 - a. **Checks:** Upon receipt of the monthly MPA/IGT funds by check from the four (4) MCOs distributing by check, all such checks shall be deposited into the District's Interbank account in Graham, Texas by way of remote deposit capture, or overnight delivery, the same day the checks are received and notice is given as set forth in Subsection (5). If checks are scanned after 3:00 p.m., the deposit will post the following business day.
 - b. **Wire Transfers or Electronic Transfers:** Within 24 hours of the receipt of the monthly MPA/IGT funds by electronic transfer into the District's Sweep Account at Wells Fargo Bank, from one (1) MCO, such funds shall be wire transferred to the District's account at Graham InterBank.
 - c. **Payment of Principle and Interest for Loan(s):** Once the MPA/IGT funds so transferred by remote deposit capture, overnight delivery or wire transfer, equal the total principal amount of the Note associated with such MPA/IGT funds, together with all interest remaining due through the maturity date of such Note, have been deposited into the District's Graham InterBank account the District shall be entitled to distribute any remaining IGT/MPAP Funds received for such quarter as it deems appropriate.
 - d. **Reconciliation:** The District and Lender will reconcile the MPA/IGT Proceeds received in the District's Graham InterBank account before any MPA/IGT funds

are transferred out of the District's Graham InterBank account for further distribution.

- e. **Payment to District:** Following this reconciliation and confirmation that sufficient funds have been deposited into the District's Interbank account, the District shall be entitled to deposit and distribute any remaining IGT/MPAP Funds received for such quarter where and how it deems appropriate.
- (4) Lender will be authorized to have "view only" status for all of the District's Depository Accounts. In the event that Lender is unable to obtain or view monthly bank statements for each Depository Account online, then District shall provide the bank statements on a monthly basis. In addition, District will make available its monthly financial statements and information received from the LTC Group on a monthly basis reporting on the status of the District's nursing facilities. The financial statements and LTC Group reports can be made available by providing Lender with access to a DropBox file that is updated on a monthly basis.
 - (5) Upon receipt of MPA/IGT Proceeds, the District shall give notice prompt notice to 1) Lender, and 2) the Manager of the amounts received. In the event that Lender can receive notice of deposits through the remote deposit capture process (e.g., e-mail confirmation of a deposit), notice of deposits is sufficient notice.
 - (6) It is understood by the District that in the event that notice of a change in their payment procedure is given by one or more of the MCOs, or if the District fails to follow the procedures set out herein, Lender shall have the option to give the District written notice of its intent to discontinue making any future IGT loans to the District and the reason therefore, and upon receipt of such Notice by mail or email, the District shall have 48 hours to cure the defect identified by Lender, failing which the District shall thereafter pay all MPA/IGT funds received and related to any and all outstanding Notes, together with all interest remaining due and payable through the maturity date of all of such Notes, to the District's Graham InterBank account by scan for direct deposit into the District's InterBank account in Graham, Texas, or by overnight delivery as to checks received but not scanned, and by wire transfer to the District's InterBank account in Graham, Texas, as to wires received, until all such principal and interest on all notes is in such account, and such funds and interest shall remain in the District's InterBank account in Graham and be used to pay the interest on each Note monthly, and the principal of each Note shall be transferred to the Lender's Graham InterBank account from the District's account on the maturity date of each Note. Once all principal and interest due on these outstanding Notes has been paid to Lender, Lender shall mark each Note "Paid" and deliver said Note to the District.

C. **Amendments:** In the event that these procedures need to be amended for any reason, including but not limited to, a change due to the District's participation in the Texas Association of Public Nursing Homes (TAPNH), the District shall obtain the written consent of Lender before adopting any such change.

ACCEPTED AND AGREED to this
20th day of January, 2016

Winnie-Stowell Hospital District

by: _____
John E. Henry, Sr., President