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Velva L. Price
District Clerk
Travis County
D-1-GN-18-006671
Nancy Ramirez

CAUSE NO. D-1-GN-18-006671

CSG FORTE PAYMENTS, INC. f/k/a FORTE PAYMENT SYSTEMS, INC.	§	**IN THE DISTRICT COURT OF**
Plaintiff,	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; THE OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS; KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS; AND THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS	§	**TRAVIS COUNTY, TEXAS**
Defendants.	§	**53rd JUDICIAL DISTRICT**

PLAINTIFF'S FIRST AMENDED PETITION

TO THE HONORABLE JUDGE OF THIS COURT:

COMES NOW CSG Forte Payments, Inc. f/k/a Forte Payment Systems, Inc. ("Forte"), Plaintiff, complaining of the above-listed Defendants (collectively the "Comptroller"). In support of its claim, Forte will show the Court the following:

DISCOVERY CONTROL PLAN

1. Forte elects to conduct discovery under Level 3 of Rule 190.4, Texas Rules of Civil Procedure.

PARTIES

2. On September 26, 2018, Forte Payment Systems, Inc., a California corporation, merged into Forte Payment Systems, Inc., a Delaware corporation, and was renamed as CSG Forte Payments, Inc. ("Forte") as part of the reincorporation merger.

3. Forte is a Delaware corporation with its headquarters in Allen, Texas.

4. Defendant Glenn Hegar is the Comptroller of Public Accounts of the State of Texas and is the public official charged with the duty of collecting the Texas sales and use tax.

5. Defendant Glenn Hegar is sued in his official capacity as Comptroller of Public Accounts of the State of Texas. The Defendant Comptroller was served at the Lyndon Baines Johnson State Office Building, 111 East 17th Street, Austin, Travis County, Texas, 78701.

6. Defendant Office of the Comptroller of Public Accounts was served at the Lyndon Baines Johnson State Office Building, 111 East 17th Street, Austin, Travis County, Texas, 78701.

7. Defendant Ken Paxton is the Attorney General of the State of Texas.

8. Defendant Ken Paxton is sued in his official capacity as Attorney General of the State of Texas. The Defendant Attorney General was served at the Price Daniel Building, 209 West 14th Street, 8th Floor, Austin, Travis County, Texas, 78701.

9. Defendant Office of the Attorney General of the State of Texas was served at the Price Daniel Building, 209 West 14th Street, 8th Floor, Austin, Travis County, Texas, 78701.

JURISDICTION

10. Forte brings suit under Texas Tax Code §§ 112.052 *et seq.* and Texas Government Code §§ 403.203 *et seq.* to recover from Defendants in their respective official capacities and from the State of Texas the total of $444,557.39, which represents the amount of tax, penalty, and interest that Forte paid under protest on September 27, 2018 for the audit periods of January 1, 2009 through December 31, 2012 and January 1, 2013 through April 30, 2016. The payments made under protest have been made under duress on the demand of

Defendant Glenn Hegar, Comptroller of Public Accounts of the State of Texas, as taxes claimed by the State of Texas under the terms and provisions of Chapter 151 of the Texas Tax Code.

11. Forte also brings suit under the Texas and United States Constitutions, Texas Civil Practice and Remedies Code Chapter 37, Texas Government Code Chapter 2001, and the *ultra vires* doctrine.

12. Forte is registered with the Texas Secretary of State to do business in Texas.

13. Forte has complied with all jurisdictional prerequisites necessary to file this suit.

14. Forte submitted with its payments under protest written protest letters stating the reasons it is entitled to recover the payments. Forte attaches the protest letters, a copy of its protest payments, and related attachments as **Exhibits 1 and 2** and incorporates **Exhibits 1 and 2** by reference as though they were duly set forth at length herein.

15. Ninety days did not elapse between Forte's payments under protest and the filing of its protest suits.

16. The Travis County District Courts have exclusive, original jurisdiction over this case pursuant to Texas Tax Code § 112.001, as well as the Texas and United States Constitutions, Chapter 37 of the Texas Civil Practice and Remedies Code, Chapter 2001 of the Texas Government Code, and the *ultra vires* doctrine.

17. Forte incorporates by reference as though duly set forth at length paragraphs 52 to 101.

18. Forte incorporates by reference as though duly set forth at length the entire administrative files for Comptroller Hearing Numbers 114,277 and 115,775.

19. Defendants do not challenge the court's jurisdiction to hear and decide Counts I-IV and VIII-XII below. Those counts relate solely to Forte's protest suit filed under Texas Tax Code Chapter 112. *See* **Exhibit 3** (RFA Nos. 23-39).

20. Checkfree Services Corporation brought a protest suit under Texas Tax Code Chapter 112 to challenge the Comptroller's assessment of Texas sales and use tax on its fees for electronic payment services.

21. On April 19, 2016, and during the pendency of Forte's administrative redeterminations, the Fourteenth Court of Appeals (on docket equalization transfer from the Third Court of Appeals) issued its opinion in *Hegar v. Checkfree Services Corporation*, holding that electronic payment services are not taxable. No. 14-15-00027-CV, 2016 WL 1576414, *5-*6 (Tex. App.—Houston [14th Dist.] Apr. 19, 2016, no pet.) (the *Checkfree* decision").

22. The Comptroller did not appeal the *Checkfree* decision to the Texas Supreme Court.

23. The *Checkfree* decision held that electronic payment services do not constitute taxable data processing services. *See id*.

24. Forte requested, in writing, that the Comptroller resolve its audits on the basis of the *Checkfree* decision.

25. The Comptroller refused to apply the *Checkfree* holding to Forte and seeks to enforce his sales tax assessments notwithstanding the *Checkfree* decision.

26. Forte provides an electronic payment service performed by employees who are professionals with specialized education, training, and experience.

27. Forte's electronic payment service is neither data storage nor data processing.

28. Forte's electronic payment services are substantially the same as those provided by CheckFree Services Corporation, as described in the *Checkfree* decision.

29. On September 21, 2017, the Comptroller publicly announced at his Annual Briefing that the agency will not apply the *Checkfree* decision to any other taxpayer. *See* **Exhibit 4**.

30. The Comptroller's Annual Briefing is a continuing legal education event for tax practitioners jointly held by the Tax Section of the Texas State Bar and the Texas Comptroller of Public Accounts.

31. The Comptroller's Annual Briefing provides continuing education on a variety of Texas state and local tax topics, and both tax practitioners and Comptroller leadership make presentations. *See* **Exhibit 5.**

32. Ray Langenberg, Special Counsel for Tax Litigation, and Sarah Pai, a Tax Policy Research Specialist presented on "Post-Litigation Issues" at the 2017 Annual Briefing. *See* **Exhibits 4-5.**

33. During the presentation, they outlined the Comptroller's complaints regarding the *Checkfree* decision and made clear that the agency would not apply the *Checkfree* decision to other taxpayers.

34. Implicit in the Comptroller's statements is that taxpayers may not rely on the *Checkfree* decision for whether the fees for electronic payment services are taxable.

35. The Comptroller has extended this position beyond the *Checkfree* decision and its circumstances. For instance, he refuses to follow the decision rendered in *Pointsmith Point-of-Purchase Management Services, L.P. v. Hegar*. *See* **Exhibit 6.**

36. Pointsmith provides fulfillment services.

37. Pointsmith's fulfillment service consists of leasing storage space for customers to store items and, when instructed by its customers, packing the items into boxes and shipping them to locations designated by the customers.

38. The Comptroller audited Pointsmith for every Texas sales and use tax period from 2000 through 2013, issuing an assessment for each period.

39. Since 2004, the Comptroller's auditors have spent hundreds of hours onsite at Pointsmith's business facilities touring the property, interviewing its employees, and reviewing its records in order to understand Pointsmith's fulfillment services.

40. Pointsmith challenged the assessment for the 2003-2007 audit period in district court through a Texas Tax Code Chapter 112 protest suit.

41. Pointsmith's challenges to the assessments for other audit periods remained at the administrative level while the district court suit proceeded to trial.

42. In December of 2017, Pointsmith tried its protest suit on the merits to Travis County District Court Judge Timothy Sulak. The trial lasted four days and included testimony from three witnesses and over 200 exhibits.

43. Pointsmith filed an Amended Motion for Entry of Judgment seeking recovery of its protest payment on the ground that fulfillment services were not taxable. In January of 2018, Judge Sulak granted the motion by rendering judgment in Pointsmith's favor.

44. The Comptroller chose not to appeal, and the judgment became final.

45. Shortly thereafter, Pointsmith asked the Comptroller to remove its assessments of tax on Pointsmith's charges for its fulfillment services for the 2010-2013 audit period under the district court judgment**.**

46. The Comptroller refused, stating he was correct in assessing tax on Pointsmith's fulfillment services.

47. Notwithstanding Pointsmith's offer to prove there was no change in Pointsmith's fulfillment service between the audit period litigated in district court and the subsequent period, the Comptroller refused to follow Judge Sulak's district court judgment. As a result, Pointsmith has been forced to re-litigate, in Cause No. D-1-GN-18-007023, the taxability of its fulfillment services through a second protest suit.

48. The Comptroller stated that Judge Sulak's letter ruling and judgment is not a decision on the merits because the judgment contains no analysis of law or conclusions of law.

49. Thus, the Comptroller has taken the position that a judgment in a protest suit that orders the Comptroller to return the taxpayer's protest payment implies no guidance for future, identical transactions, even when they are undertaken by the same taxpayer.

50. The circumstances of *Checkfree* and *Pointsmith* establish the Comptroller's position under which he may choose to ignore the precedential effect of court decisions.

51. Accordingly, a Texas Tax Code Chapter 112 judgment no longer implies any guidance that taxpayers may rely upon for future periods.

FACTS

52. Forte is a Delaware corporation headquartered in Allen, Texas, and registered with the Texas Secretary of State to do business in Texas.

53. Forte provides an electronic payment service.

54. Forte's customers are typically merchants engaged in various industries, including the retail, fitness, government, financial, healthcare, education, utility, e-commerce, and subscription markets, as well as software service providers that cater to these industries.

55. Customers desiring to make or accept electronic payments contract with Forte.

56. Some businesses purchase Forte's services for resale.

57. Forte's electronic payment service allows customers to reduce their administrative costs, to obtain funds more quickly, and to better serve their own customers by relieving them of the burden of writing and mailing paper checks to pay the customers' invoices.

58. Forte's electronic payment service also allows customers to pay funds to their employees and vendors more quickly, safely, and efficiently.

59. Forte's electronic payment service provides customers with a means through which they may make or accept electronic payments, reduce their administrative and compliance burdens, and reduce fraud and error.

60. Forte performs this service by employing skilled professionals to perform each aspect of its service, which could not be performed without these skilled professionals.

61. Forte's professionals consult with Forte's customers to advise them of and ensure compliance with their obligations under various rules, including the ACH payment rules

promulgated and enforced by the National Automated Clearing House Association ("NACHA"), as sanctioned by the Federal Reserve.

62. Similarly, Forte's service ensures that electronic payments occur in compliance with federal laws, including anti-money laundering and anti-terrorist sanctions laws, and the Electronic Funds Transfer Act as implemented by Federal Reserve Regulation E. Forte's fraud monitoring also aims to protect customers from theft of funds arising from fraudulent transactions.

63. As a result, by contracting with Forte, customers receive access to knowledgeable and skilled professionals who work to ensure that their electronic payments are made in compliance with governing rules and laws and protected against fraud – effectively outsourcing these otherwise costly compliance duties and securing significant financial and administrative benefits.

64. Forte could not perform its contractual and regulatory obligations without the use of a skilled and professional workforce.

65. Most of Forte's employees have college degrees, including Bachelor's degrees in Computer Science, Business, and Accounting. Several have Master's degrees or higher. And, many of Forte's employees have specialized training and accreditations, including certifications.

66. Forte's employees use their education, training, and skills at each stage in Forte's electronic payment service.

67. Before a customer can engage Forte, Forte's professionals evaluate the customer, its financial position, and its business operations. They request and review active business licenses and bank statements to evaluate appropriate transaction volume limits. They also review

consumer credit reports and criminal histories of signers to identify and to avoid potential misconduct, and verify the legitimacy of the businesses' physical and online presence.

68. Once a customer is approved and a service agreement is signed, Forte's professionals manually and actively monitor customer accounts through the period of service. Periodically, Forte's professionals ensure customers are complying with applicable ACH payment rules and federal laws.

69. As an example, Forte's contracts with customers impose limits on the number and dollar amount of electronic payment transactions that Forte will execute. These limits are based upon the customers' financial status. Forte's professionals monitor these limits and review customers' financial status for any changes that may necessitate revising the transaction limits.

70. Moreover, Forte's contracts with customers typically limit a customer to a set number of transactions per month and prohibit individual transactions over stated thresholds.

71. To further mitigate fraud, Forte monitors all customer accounts for chargebacks, insufficient funds and payments in excess of predetermined limits.

72. Forte performs monitoring and reporting to ensure that customer employees are not circumventing those transaction limits by "structuring" – *i.e.*, breaking a single transaction that exceeds a pre-set dollar limit into multiple, separate transactions. If this type of activity is detected, Forte's professionals work with the customer to verify the legitimacy of these transactions and decline to process those that are not.

73. Forte's reporting and monitoring also detects suspicious transactions, such as payments initiated in New York when the customer's consumer lives in Oklahoma, and prompts an investigation.

74. Forte also provides professional support to customers and their customers when payments are not made as instructed or another error arises. This can occur, for example, if payments are made to the wrong party, payments are made to the correct party in the wrong amount, or the correct party receives duplicate payments.

75. Thus, Forte's employees use their education, training, and skills to:

a. Ensure compliance with complex state and federal laws and applicable rules;

b. Monitor and detect fraud, money laundering, and other financial risks;

c. Remedy customer service issues and payment errors; and

d. Maintain and update Forte's payment system to keep it functioning.

76. Forte makes various asset and expense purchases in connection with providing its electronic payment service, many of which Forte transfers to its customers.

77. The Comptroller audited Forte and assessed additional Texas sales and use tax, plus penalty and interest for the period of January 1, 2009 through December 31, 2012

78. The Comptroller subsequently audited the Texas sales and use tax period from January 1, 2013 through April 30, 2016.

79. The majority of both assessments related to tax that the Comptroller assessed on Forte's electronic payment service, alleging that it constituted a taxable data processing service.

80. Forte timely filed a Request for Redetermination Hearing and Statement of Grounds challenging both of the Comptroller's assessments.

81. During the pendency of Forte's administrative redeterminations, the Fourteenth Court of Appeals (on docket equalization transfer from the Third Court of Appeals) issued its opinion in *Hegar v. Checkfree Services Corporation*, holding that electronic payment services

are not taxable. Forte asked the Comptroller to resolve its audits on the basis of *Checkfree*. The Comptroller refused.

82. On May 31, 2018, after four years of trying to resolve the audit issues administratively with the Comptroller, Forte contacted the hearings attorney and asked to dismiss the pending redeterminations so that it may pursue to a protest suit in state district court. *See* **Exhibit B to Exhibits 1 and 2**.

83. The Comptroller's hearings attorney prepared and presented to Forte's counsel an Agreement to Dismiss and Cancel for each of the hearings. *See* **Exhibits B, C and D to Exhibits 1 and 2**.

84. In light of the Comptroller's recent jurisdictional challenges and another hearing attorney's reference to such an agreement as a settlement agreement, Forte was concerned that a court may misconstrue the Comptroller's agreements as a settlement or compromise agreement, thereby inviting a jurisdictional contest about Forte's ability to maintain a protest suit. *See 1st Global, Inc. v. Glenn Hegar, Comptroller of Public Accounts of the State of Texas and Ken Paxton, Attorney General of the State of Texas*, No. D-1-GN-17-005832 (126th Dist. Ct., Travis County, Tex. Oct. 17, 2017); *Compass Directional Guidance, LLC v. Glenn Hegar, Comptroller of Public Accounts of the State of Texas and Ken Paxton, Attorney General of the State of Texas*, No. D-1-GN-15-003797 (419th Dist. Ct., Travis County, Tex. Sept. 3, 2015); *OGCI Training, Inc. v. Hegar*, 03-16-00704-CV, 2017 WL 4899015 (Tex. App.—Austin Oct. 27, 2017, no pet.); *Colonial Country Club v. Glenn Hegar, Comptroller of Public Accounts of the State of Texas and Ken Paxton, Attorney General of the State of Texas*, No. D-1-GN-16-005464 (201st Dist. Ct., Travis County, Tex. Nov. 2, 2016).

85. Forte's counsel asked the hearings attorney to add a statement to the agreements expressly stating that Forte intended to continue its challenge of the assessments in state district court. *See* **Exhibit B to Exhibits 1 and 2**.

86. The hearings attorney refused this request, stating that Forte's only option, aside from signing the dismissal agreements (that she also then referred to as a "settlement agreement"), would be to proceed to the administrative hearing at the State Office of Administrative Hearings. *See* **Exhibit B to Exhibits 1 and 2**.

87. When asked for legal authority to support the position that a taxpayer is required to sign an Agreement to Dismiss as a pre-condition to dismissal, the Comptroller's hearings attorney referred Forte to the standard dismissal rule, 34 Tex. Admin. Code Section 1.39, which imposes no such requirement. *See* **Exhibit B to Exhibits 1 and 2**; 34 Tex. Admin. Code § 1.39.

88. At an apparent impasse, Forte filed Motions to Dismiss both hearings with the Comptroller's Office of Special Counsel for Tax Hearings. *See* **Exhibits B, E to Exhibits 1 and 2**.

89. Forte requested that the Comptroller either grant its Motions to Dismiss, or notify Forte that it would not grant the motions so that Forte could contact the State Office of Administrative Hearings (SOAH) for the purpose of seeking limited jurisdiction to hear its dismissal motions. *See* **Exhibit B to Exhibits 1 and 2.**

90. While waiting for the hearing attorney's response, Forte contacted SOAH to ask whether Forte could seek a limited jurisdictional referral to SOAH to file Motions to Dismiss so that Forte could proceed to district court without signing the Comptroller's agreements. *See* **Exhibit F to Exhibits 1 and 2.**

91. Administrative Law Judge Victor Simonds contacted the parties to schedule a phone conference to discuss the proper procedure for Forte to dismiss its pending administrative matters and continue its contest by filing a protest suit in state district court. *See* **Exhibit F to Exhibits 1 and 2.**

92. Despite both parties' agreement on a particular time and date for the call, the Comptroller's hearings attorney opposed the request to confer and the call was cancelled. *See* **Exhibit F to Exhibits 1 and 2.**

93. Thereafter, the Comptroller's hearings attorney filed her Opposition to Forte's Motions to Dismiss, in which she argued that Forte could not unilaterally dismiss its redetermination requests, and must (1) proceed to hearing, (2) sign the Comptroller's agreements to dismiss, or (3) file a protest suit while the redeterminations were still pending and then move for dismissal under Comptroller Rule 1.39. *See* **Exhibit G to Exhibits 1 and 2.**

94. The Comptroller denied Forte's unilateral Motions to Dismiss. *See* **Exhibit H to Exhibits 1 and 2.**

95. Forte then asked James Arbogast, Chief Counsel of Hearings and Tax Litigation, to confirm that it was permissible, under Comptroller policy, for a taxpayer who had pending administrative redeterminations and who had not yet filed suit in state district court to pay the assessments under protest and initiate protest suits in district court, and then move under Rule 1.39 to dismiss the administrative redeterminations due to the pendency of the protest suit. *See* **Exhibit I to Exhibits 1 and 2.**

96. Mr. Arbogast confirmed the foregoing was an accurate statement of Comptroller policy and provided further instructions regarding how Forte should complete the process.

See **Exhibit I to Exhibits 1 and 2.**

97. Out of an abundance of caution, Forte requested that Mr. Arbogast confirm with the Office of the Attorney General that the Attorney General would not challenge protest suit jurisdiction if Forte calculated and paid the audit assessments under protest and pursued a protest suit in state district court. *See* **Exhibit I to Exhibits 1 and 2.**

98. Jack Hohengarten, Chief of the Attorney General's Tax Division, confirmed that Forte and Mr. Arbogast's understandings were correct and that, if Forte complied with Texas Tax Code Chapter 112, the Comptroller and the Attorney General would not complain of a jurisdictional defect. *See* **Exhibit I to Exhibits 1 and 2.**

99. Forte pursued the steps as directed by the Comptroller and the Attorney General to terminate the administrative proceedings and to initiate its protest suits, which have been consolidated into a single cause number.

100. By a December 20, 2018 order, Cause No. D-1-GN-18-006666 and Cause No. D-1-GN-18-006671 were consolidated under Cause No. D-1-GN-18-006671.

101. Forte hereby incorporates by reference as though duly set forth at length the entire administrative files for Comptroller Hearing Numbers 114,277 and 115,775.

102. The Comptroller's assessments are in error for the reasons stated below.

BURDEN OF PROOF

103. The Comptroller has alleged that Forte's electronic payment service is taxable under Chapter 151 of the Texas Tax Code.

104. There is no presumption that services are taxable for purposes of the Texas sales and use tax. Under his policies, the Comptroller has the burden to establish a prima facie case

that Forte provides a taxable service when it provides electronic payment services.

RULES OF CONSTRUCTION

105. Doubts as to taxability must be construed in Forte's favor. "[S]tatutes imposing a tax must be strictly construed against the taxing authority and liberally construed in favor of the taxpayer." *Austin Eng'g Co. v. Combs*, No. 03-10-00323-CV, 2011 WL 3371557, at *5 (Tex. App.—Austin 2011, no pet.) (mem. op.); *Statistical Tabulating Corp. v. Bullock*, 538 S.W.2d 259, 261 (Tex. Civ. App. Austin 1976), *aff'd*, 549 S.W.2d 166, 169 (Tex. 1977); *see* also *Roark Amusement & Vending, L.P. v. Combs*, No. 03-10-00105-CV, 2011 WL 255535, at *11-12 (Tex. App.—Austin 2011, pet. granted); *see also*; *Geomap Co. v. Bullock*, 691 S.W.2d 98, 100 (Tex. App.—Austin 1985, writ ref'd n.r.e)

106. This case concerns whether Forte's electronic payment service is subject to Texas sales and use tax, not whether it is exempt from the tax.

GROUNDS

I. Forte Provides a Non-Taxable Electronic Payment Service.

107. Texas imposes sales and use tax on the sale or use of a taxable item in this state. *See* Tex. Tax Code §§ 151.051, 151.101.

108. A "taxable item" means tangible personal property and taxable services. Tex. Tax Code § 151.010.

109. Texas Tax Code § 151.0101 provides the exhaustive list of taxable services.

110. Electronic payment services are not listed as taxable under Texas Tax Code § 151.0101.

111. As a result, the Comptroller has improperly imposed Texas sales and use tax on Forte's sales of non-taxable services and the assessments in Exams 100 should be reduced to $0.

II. Forte Does Not Provide a Data Processing Service.

112. The Texas Tax Code provides that taxable services include data processing services. *See* Tex. Tax Code § 151.0101.

113. The statute defines a "data processing service" to include "word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, the performance of a totalisator service with the use of computational equipment required by the Texas Racing Act (Article 179e, Vernon's Texas Civil Statutes), and other computerized data and information storage or manipulation. 'Data processing service' also includes the use of a computer or computer time for data processing whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service. 'Data processing service' does not include the transcription of medical dictation by a medical transcriptionist. 'Data storage,' as used in this section, does not include a classified advertisement, banner advertisement, vertical advertisement, or link when the item is displayed on an Internet website owned by another person." Tex. Tax Code § 151.0035.

114. The Comptroller, by rule, defines "data processing services" as "the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer. Examples of data processing services include entering inventory control data for a

company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks. Data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns, or charges for temporary secretarial personnel who as part of their function use word processing equipment. Data processing services does not include Internet access services or data processing services provided in conjunction with and incidental to the provision of Internet access service when billed as a single charge." 34 Tex. Admin. Code § 3.330.

115. Forte's services do not constitute word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production or other computerized data and information storage and manipulation within the meaning of the statute. *See* Tex. Tax Code § 151.0035.

116. Nor does Forte process information "for the purpose of compiling and producing records of transactions, maintaining information, and entering or retrieving information." 34 Tex. Admin. Code § 3.330(a).

117. Therefore, Forte's services are not "data processing services" as defined by statute or rule. *See* Tex. Tax Code § 151.0035; 34 Tex. Admin. Code § 3.330.

III. Forte Does Not Provide a Taxable Data Processing Service.

118. Even if Forte's service constituted data processing, which Forte hotly disputes, the service still would not constitute *taxable* data processing.

119. Taxable "data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns, or charges for temporary secretarial personnel who as part of their function use word processing equipment." 34 Tex. Admin. Code § 3.330(a).

120. The Comptroller has labeled this exception to taxable data processing as the professional services exclusion. *See Hegar v. CheckFree Services Corp.*, 14-15-00027-CV, 2016 WL 1576414, *4-*6 (Tex. App.—Houston [14th Dist.] Apr. 19, 2016, no pet.).

121. To determine whether a data processing service is taxable, the courts apply the "essence of the transaction" test. *See id.* at *4.

122. The Fourteenth Court of Appeals recently held that electronic payment services are professional services that do not constitute taxable data processing. *See id*. at *5.

123. The essence of Forte's service is a professional electronic payment service that requires the use of professional employees with specialized education, training, and experience. It is not taxable data processing. Accordingly, assuming the validity of Comptroller

Rule 3.330, Forte's service falls within the professional services exclusion and, therefore, does not constitute a taxable service.

124. Furthermore, the Comptroller may not parse Forte's electronic payment service into separate activities for purposes of taxability. *See Rylander v. Associated Technics Co.*, 987 S.W.2d 947, 951 (Tex. App.—Austin 1999, no pet.) (refusing to divide a non-taxable hazardous waste removal process into two distinct activities, one of which would be taxable); *Sharp v. Direct Res. For Print*, 910 S.W.2d 535, 541 (Tex. App.—Austin 1995, writ denied) (refusing to characterize taxpayer's direct mailing service as taxable simply because one step in the process could be characterized as taxable).

125. And, even if it were appropriate to parse Forte's services into separate activities (a contention that Forte hotly disputes), the entire assessments are still in error because any amount parsed into data processing would be less than 5% of Forte's total charge.

126. Where nontaxable unrelated services and taxable services are sold for a single charge, the service provider is entitled to establish the percentage of the total charge that relates to the non-taxable unrelated service. 34 Tex. Admin. Code § 3.330(d)(2).

127. An "unrelated service" is one that (1) is neither data processing nor a service otherwise taxed by Chapter 151 of the Texas Tax Code; (2) is of a type which is commonly provided on a stand-alone basis; and (3) the performance of the service is distinct and identifiable. 34 Tex. Admin. Code § 3.330(d)(1).

128. When the taxable component of a mixed transaction is *de minimis* (*e.g.*, less than 5%), no tax is due.

129. Thus, even if Texas law allowed the parsing of Forte's service, no tax would be due.

130. As a result, the Comptroller has improperly imposed Texas sales and use tax on Forte's sales of non-taxable services and the assessments in Exams 100 should be reduced to $0.

IV. The Comptroller Has Violated Forte's Right to Equal Taxation.

131. The Comptroller's attempt to tax Forte's electronic payment service violates the equal protection clauses of the United States and Texas Constitutions.

132. The Fourteenth Amendment to the United States Constitution grants to all citizens equal protection under the law. The Texas Constitution, Article VII, Section I, provides for equality and uniformity in taxation.

133. The Comptroller has treated Forte differently from a large class of similarly-situated taxpayers who provide electronic payment services by imposing Texas sales and use tax on Forte's sales in an arbitrary and discriminatory manner. *See, e.g.,* Comptroller STAR Document No. 200206165L (holding ATM charges to be not taxable).

134. The Comptroller's disparate treatment of Forte is not rationally related to any legitimate governmental objective.

135. Forte's electronic payment services are virtually identical to those provided by CheckFree Services Corporation, which the Fourteenth Court of Appeals held to be a non-taxable professional service and *not* taxable data processing. *See Hegar v. CheckFree Services Corp.*, 14-15-00027-CV, 2016 WL 1576414, *5-*6 (Tex. App.—Houston [14th Dist.] Apr. 19, 2016, no pet.).

136. Notwithstanding, the Comptroller has refused to apply the court's holding to Forte and seeks to tax Forte in spite of the *Checkfree Services* opinion.

137. Therefore, the assessments should be reduced to zero because the Comptroller has violated Forte's right to equal protection and equal and uniform taxation.

V. Forte Is Entitled to Declaratory Relief Under the Administrative Procedure Act.

138. Under Texas Government Code Section 2001.038 (the Administrative Procedure Act), the validity or applicability of a rule may be determined in an action for declaratory judgment if it is alleged that the rule or its threatened application interferes with or impairs, or threatens to interfere with or impair, a legal right or privilege of the plaintiff.

139. Although the Comptroller has been granted exclusive jurisdiction to interpret the meaning of "taxable services," including "data processing services," the Comptroller may not interpret this term in a manner contrary to the tax code. *See* Tex. Tax Code § 151.0101(b); *Checkfree* at *2.

140. Implicit in Texas Tax Code Section 151.0035's definition of taxable data processing services is that the service consists of rote, mechanical activities requiring no specialized knowledge or application of judgment. *See* Tex. Tax Code § 151.0035 (listing the following examples of taxable data processing: word processing, data entry, data retrieval, data search, information compilation, and payroll and business accounting data production).

141. In contrast, Comptroller Rule 3.330 expands the scope and reach of taxable data processing services by (1) including activities requiring the use of specialized knowledge and/or application of judgment and (2) setting a boundary for the exclusion at a level higher than that required by the statute – *i.e.*, professionals. *See, e.g.*, 34 Tex. Admin Code § 3.330 (changing

the statute's reference to payroll and business accounting *data production* to just payroll and business accounting and listing the following examples of taxable data processing: entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks").

142. As a result, the rule should be declared invalid because it seeks to tax more than the statute and it interferes with or impairs, or threatens to interfere with or impair, a legal right or privilege of Forte.

143. The rule contravenes specific statutory language; runs counter to the general objectives of the statute; or imposes additional burdens, conditions, or restrictions in excess of or inconsistent with relevant statutory provisions. *S*ee *Badger Tavern, L.P. v. Hegar*, No. 03-18-00291-CV, 2018 WL 4322383, at *4 (Tex. App.—Austin Sept. 11, 2018, no pet. h.) (mem. op.).

144. The rule also violates Forte's legal right to pay only the tax due under the law and deprives Forte of its property interests by taxing in excess of what is statutorily allowed.

VI. Forte Is Entitled to Declaratory Relief Under the UDJA for Future Periods.

145. Chapter 37 of the Civil Practice and Remedies Code (the Uniform Declaratory Judgments Act) affords relief from uncertainty and insecurity with respect to rights, status, and other legal relations. Tex. Civ. Prac. & Rem. Code § 37.002.

146. A person whose rights, status, or other legal relations are affected by a statute may have determined any question of construction or validity arising under the statute and obtain a declaration of rights, status, or other legal relations thereunder. Tex. Civ. Prac. & Rem. Code § 37.004.

147. Texas Civil Practice and Remedies Code Section 37.006 waives governmental immunity from suit. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 373 n.6 (Tex. 2009).

148. Forte's rights, status, and other legal relations are affected by the Texas sales and use tax provisions cited above and, therefore, Forte may have determined questions of construction or validity arising under these statutes and obtain a declaration of its rights, status, or other legal relations thereunder. Forte is entitled to know, for future periods, whether its service is subject to the Texas sales and use tax.

149. Therefore, Forte seeks the following declarations, as well as costs and reasonable and necessary attorney's fees as are equitable and just, under Chapter 37 of the Civil Practice and Remedies Code.

a. Electronic payment services are not taxable under Texas Tax Code § 151.0101.

b. Texas Tax Code § 151.0035 does not impose Texas sales and use tax on charges for services that incidentally use computers to store and process data, such as check approval or authorization when performed by non-professionals.

c. Texas Tax Code § 151.0035 does not require a showing that the taxpayer is engaged in the provision of a "professional service" to be excluded from the definition of data processing.

d. Texas Tax Code Section 111.009 and Chapter 112 do not require a taxpayer seeking to terminate an administrative redetermination hearing to pursue a protest suit in district court to obtain sign the Comptroller's

agreement. The taxpayer may unilaterally dismiss its administrative redetermination hearing by filing a notice of dismissal.

VII. Forte Is Entitled to Relief From Comptroller Hegar's *Ultra Vires C*onduct.

150. The Texas Supreme Court has long recognized that governmental immunity does not bar claims alleging that a governmental officer acted *ultra vires*, or without legal authority, in carrying out his duties. *Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154, 157-58 (Tex. 2016).

151. A government officer with some discretion to interpret and apply a law may nonetheless act without legal authority and, thus, *ultra vires* if he exceeds the bounds of his granted authority or if his acts conflict with the law itself. *Id.* at 158.

152. Comptroller Hegar has the authority to collect the Texas sales and use tax and some – but not absolute – discretion to administer and to enforce the tax. *See, e.g.,* Tex. Tax Code §§ 111.001 and 111.002; *Houston Belt*, 487 S.W.3d at 163 ("[G]overnmental immunity bars suits complaining of an exercise of *absolute* discretion but not suits complaining of . . . an officer's exercise of judgment or *limited* discretion without reference to or in conflict with the constraints of the law authorizing the official to act. . . . [A] public officer has no discretion or authority to misinterpret the law.").

153. Comptroller Hegar is bound by the United States Constitution, the Texas Constitution, and the laws enacted by the Texas Legislature. *See, e.g.,* Tex. Tax Code §§ 111.001 and 111.002. His taxing determinations are also subject to judicial review. *See, e.g.,* Texas Tax Code Chapter 112. Therefore, Comptroller Hegar acts outside of his authority when

he imposes Texas sales and use tax in violation of this governing law and judicial interpretations of that law.

154. Here, Comptroller Hegar acted *ultra vires* by assessing Texas sales and use tax on Forte's electronic payment service when it is not taxable under Texas Tax Code Chapter 151, as construed by the Fourteenth Court of Appeals in *CheckFree*.

155. Comptroller Hegar also acted *ultra vires* in enforcing an illegal data processing rule that imposes tax in excess of the governing statute, as well as in denying Forte's unilateral Motion to Dismiss under Rule 1.39.

156. Therefore, Comptroller Hegar acted *ultra vires* by misinterpreting the limitations on his taxing authority and/or acting without reference to or in conflict with the law enabling him to act. *Hall v. McRaven*, 508 S.W.3d 232, 240-242 (Tex. 2017) *citing Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154 (Tex. 2016); *Cobb v. Harrington*, 190 S.W.2d 709 (Tex. 1945) (affirming declaratory relief that the taxpayer was not engaged in a taxable activity under the statute and, therefore, was not liable for the occupations tax assessed by the Comptroller).

157. Therefore, Forte seeks the following declarations:

a. Electronic payment services are not taxable under Texas Tax Code § 151.0101.

b. Texas Tax Code § 151.0035 does not impose Texas sales and use tax on charges for services that incidentally use computers to store and process data, such as check approval or authorization when performed by non-professionals.

c. Texas Tax Code § 151.0035 does not require a showing that the taxpayer is engaged in the provision of a "professional service" to be excluded from the definition of data processing.

d. Texas Tax Code Section 111.009 and Chapter 112 do not require a taxpayer seeking to terminate an administrative redetermination hearing to pursue a protest suit in district court to obtain the Comptroller's agreement. The taxpayer may unilaterally dismiss its administrative redetermination hearing by filing a notice of dismissal.

e. In endeavoring to compel Forte to pay Texas sales and use tax on its electronic payment service in violation of Texas Tax Code Chapter 151, Comptroller Hegar acted wrongfully and without legal authority.

f. Forte is not liable for the Texas sales and use tax, penalty, or interest assessed by the Comptroller.

g. 34 Texas Administrative Code § 1.39 allows a taxpayer to file a unilateral Motion to Dismiss a pending administrative redetermination hearing to change venues.

VIII. Federal Law Preempts The Comptroller's Ability to Tax.

158. Forte's electronic payment service is subject to pervasive federal laws that leave no room for states to enact supplemental regulations and preclude enforcement of state laws on the same subject.

159. Thus, even if a court were to hold that Forte's payment service constitutes a taxable service under Texas Tax Code Chapter 151 – a contention that Forte hotly contests – the

service would still not be subject to Texas sales and use tax due to federal preemption of Texas' ability to tax.

IX. Alternatively, The Comptroller Has Taxed Purchases and Sales That Are Eligible for the Resale Exemption.

160. In the alternative, if a court determines that Forte's electronic payment service constitutes a taxable service, then services are exempt under the sale for resale exemption.

161. Texas Tax Code §§ 151.302 and 151.006 exempt sales for resale from Texas sales and use tax.

162. For example, when Forte invoices software vendors for electronic payment services rendered to customers of the software vendor and the software vendors then rebills its customers for those charges, Forte is engaged in an exempt sale for resale transaction.

163. Therefore, the assessments are invalid at least in part.

164. Similarly, if a court held that Forte was a taxable service provider, Forte would be entitled to claim the sale for resale exemption on various purchases of taxable goods and services that it resells, meaning that Forte has paid tax in error on these purchases.

X. The Comptroller Has Improperly Assessed Tax.

165. The Comptroller has assessed various transactions, in error.

166. The assessments should be reduced for tax assessed on non-taxable and tax-exempt items.

167. The assessments should be reduced for transactions for which either Forte or its customers have previously paid tax to the vendor or by self-assessment or audit.

XI. The Comptroller Abused His Discretion by Failing to Waive All Penalty and Interest Assessed.

168. The Comptroller has discretionary authority to waive penalties and interest if a taxpayer exercised reasonable diligence to comply with the tax laws. *See* Tex. Tax Code § 111.103; 34 Tex. Admin. Code § 3.5.

169. Forte exercised reasonable diligence to comply with the tax laws and cooperated throughout the audit process.

170. Therefore, the Comptroller failed to exercise his discretion to abate all penalty and interest assessed.

XII. The Comptroller Erroneously Taxed Forte's Purchases

171. For the 2013-2016 audit period, the Comptroller also taxed, in error, various purchases that were non-taxable, tax-exempt, or for which tax was paid.

172. Thus, the Court should remove these alleged errors from the audit exams 200, 300, and 301. For Exam 300, the sample projection should be recalculated after non-errors are deleted.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Forte respectfully requests that on final hearing:

1. Forte have judgment against Defendants for recovery of $444,557.39, which represents Forte's protest payments.

2. Forte have judgment against Defendants for statutory interest accrued on its protest payments, as allowed by law.

3. Forte obtain the declaratory relief sought herein under Texas Civil Practice and Remedies Code Chapter 37, Texas Government Code Chapter 2001, and the *ultra vires* doctrine.

4. Alternatively, if the assessments are upheld, waive the assessment of penalties and interest.

5. Forte recover its reasonable costs and attorney's fees.

6. Forte receive such other and further relief to which Plaintiff may be entitled at law or in equity.

Respectfully submitted,

MARTENS, TODD, LEONARD & AHLRICH
816 Congress Avenue, Suite 1500
Austin, Texas 78701
(512) 542-9898
Fax: (512) 542-9899

By /s/ James F. Martens
James F. Martens
jmartens@textaxlaw.com
State Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
State Bar No. 24059215
Allison R. Cunningham
acunningham@textaxlaw.com
State Bar No. 24089254

ATTORNEYS FOR PLAINTIFF,
CSG FORTE PAYMENTS, INC. F/K/A
FORTE PAYMENT SYSTEMS, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing First Amended Petition has been served by e-mail on Melissa Hargis, Assistant Attorney General, Tax Division, Office of the Attorney General, P.O. Box 12548, MC 017-6, Austin, Texas 78711-2548, on this 12th day of April, 2019.

/s/ James F. Martens
James F. Martens

MARTENS, TODD, LEONARD & AHLRICH
A GENERAL PARTNERSHIP

JAMES F. MARTENS*
KELLI H. TODD
LACY L. LEONARD
DANIELLE V. AHLRICH
Attorneys at Law

*Board Certified in Tax Law
Texas Board of Legal Specialization

E-MAIL: dahlrich@textaxlaw.com

301 CONGRESS AVENUE, SUITE 1950
AUSTIN, TEXAS 78701
(512) 542-9898
FAX (512) 542-9899
www.textaxlaw.com

CLAIRE E. GALLEY‡
ALLISON R. CUNNINGHAM
Attorneys at Law

‡Licensed in Texas and Louisiana

September 27, 2018

Via Hand Delivery
Mr. Glenn Hegar
Comptroller of Public Accounts
Attn: Ms. Renee Arvin
1700 N. Congress Room #300
Austin, Texas 78701

Received
SEP 27 2018
Audit Division
Comptroller of Public Accounts

Re: Protest Letter for Forte Payment Systems, Inc.; Taxpayer No. [redacted]; Sales and Use Tax Period January 1, 2009 through December 31, 2012

Dear Comptroller Hegar:

Forte Payment Systems, Inc. ("Forte") files this protest letter and accompanying payment as a prerequisite to filing suit in the district courts of Travis County, Texas. This letter sets forth the grounds that Forte intends to raise in its lawsuit to recover the contested payment.

Forte encloses its protest payment in the amount of $227,029.64. Forte intends for the payment to cover the assessment stated in the Comptroller's "Texas Notification of Audit Results" (the "Notice") dated May 5, 2014 (*See* **Exhibit A**), less prior payments. This Notice assesses Texas sales and use tax, plus penalty and interest, for the tax period of January 1, 2009 through December 31, 2012. According to the Texas Comptroller of Public Accounts Taxpayers Services' Office, the current balance of tax, penalty, and interest assessed is $227,029.64 (calculated with interest through October 5, 2018).

Forte protests the entire assessment as set forth in the Notice, less prior payments, plus additional interest that has continued to accrue since its issuance. Forte seeks recovery of the entire payment amount of $227,029.64 (the "Protest Payment"). Forte makes the payment under protest and with full reservation of its legal rights to seek recovery of this payment and all subsequent payments, plus statutory interest accruing thereon, in addition to any other legal or equitable relief allowed by law.

EXHIBIT
1

I. Facts

1. Forte is a California corporation headquartered in Allen, Texas, and registered with the Texas Secretary of State to do business in Texas.

2. Forte provides an electronic payment service.

3. Forte's customers are typically merchants engaged in various industries, including the retail, fitness, government, financial, healthcare, education, utility, e-commerce, and subscription markets, as well as software service providers that cater to these industries.

4. Customers desiring to make or accept electronic payments contract with Forte.

5. Some businesses purchase Forte's services for resale.

6. Forte's electronic payment service allows customers to reduce their administrative costs, to obtain funds more quickly, and to better serve their own customers by relieving them of the burden of writing and mailing paper checks to pay the customers' invoices.

7. Forte's electronic payment service also allows customers to pay funds to their employees and vendors more quickly, safely, and efficiently.

8. Forte's electronic payment service provides customers with a means through which they may make or accept electronic payments, reduce their administrative and compliance burdens, and reduce fraud and error.

9. Forte performs this service by employing skilled professionals to perform each aspect of its service, which could not be performed without these skilled professionals.

10. Forte's professionals consult with Forte's customers to advise them of and ensure compliance with their obligations under various rules, including the ACH payment rules promulgated and enforced by the National Automated Clearing House Association ("NACHA"), as sanctioned by the Federal Reserve.

11. Similarly, Forte's service ensures that electronic payments occur in compliance with federal laws, including anti-money laundering and anti-terrorist sanctions laws, and the Electronic Funds Transfer Act as implemented by Federal Reserve Regulation E. Forte's fraud monitoring also aims to protect customers from theft of funds arising from fraudulent transactions.

12. As a result, by contracting with Forte, customers receive access to knowledgeable and skilled professionals who work to ensure that their electronic payments are made in compliance with governing rules and laws and protected against fraud – effectively outsourcing

these otherwise costly compliance duties and securing significant financial and administrative benefits.

13. Forte could not perform its contractual and regulatory obligations without the use of a skilled and professional workforce.

14. Most of Forte's employees have college degrees, including Bachelor's degrees in Computer Science, Business, and Accounting. Several have Master's degrees or higher. And, many of Forte's employees have specialized training and accreditations, including certifications.

15. Forte's employees use their education, training, and skills at each stage in Forte's electronic payment service.

16. Before a customer can engage Forte, Forte's professionals evaluate the customer, its financial position, and its business operations. They request and review active business licenses and bank statements to evaluate appropriate transaction volume limits. They also review consumer credit reports and criminal histories of signers to identify and to avoid potential misconduct, and verify the legitimacy of the businesses' physical and online presence.

17. Once a customer is approved and a service agreement is signed, Forte's professionals manually and actively monitor customer accounts through the period of service. Periodically, Forte's professionals ensure customers are complying with applicable ACH payment rules and federal laws.

18. As an example, Forte's contracts with customers impose limits on the number and dollar amount of electronic payment transactions that Forte will execute. These limits are based upon the customers' financial status. Forte's professionals monitor these limits and review customers' financial status for any changes that may necessitate revising the transaction limits.

19. Moreover, Forte's contracts with customers typically limit a customer to a set number of transactions per month and prohibit individual transactions over stated thresholds.

20. To further mitigate fraud, Forte monitors all customer accounts for chargebacks, insufficient funds and payments in excess of predetermined limits.

21. Forte performs monitoring and reporting to ensure that customer employees are not circumventing those transaction limits by "structuring" – *i.e.*, breaking a single transaction that exceeds a pre-set dollar limit into multiple, separate transactions. If this type of activity is detected, Forte's professionals work with the customer to verify the legitimacy of these transactions and decline to process those that are not.

22. Forte's reporting and monitoring also detects suspicious transactions, such as payments initiated in New York when the customer's consumer lives in Oklahoma, and prompts an investigation.

23. Forte also provides professional support to customers and their customers when payments are not made as instructed or another error arises. This can occur, for example, if payments are made to the wrong party, payments are made to the correct party in the wrong amount, or the correct party receives duplicate payments.

24. Thus, Forte's employees use their education, training, and skills to:

a. Ensure compliance with complex state and federal laws and applicable rules;

b. Monitor and detect fraud, money laundering, and other financial risks;

c. Remedy customer service issues and payment errors; and

d. Maintain and update Forte's payment system to keep it functioning.

25. Forte makes various asset and expense purchases in connection with providing its electronic payment service, many of which Forte transfers to its customers.

26. The Comptroller audited Forte and assessed additional Texas sales and use tax, plus penalty and interest for the period of January 1, 2009 through December 31, 2012.

27. The Comptroller subsequently audited the Texas sales and use tax period from January 1, 2013 through April 30, 2016.

28. The majority of both assessments related to tax that the Comptroller assessed on Forte's electronic payment service, alleging that it constituted a taxable data processing service.

29. Forte timely filed a Request for Redetermination Hearing and Statement of Grounds challenging both of the Comptroller's assessments.

30. During the pendency of Forte's administrative redeterminations, the Fourteenth Court of Appeals (on docket equalization transfer from the Third Court of Appeals) issued its opinion in *Hegar v. Checkfree Services Corporation*, holding that electronic payment services are not taxable. Forte asked the Comptroller to resolve its audits on the basis of *Checkfree*. The Comptroller refused.

31. On May 31, 2018, after 4 years of trying to resolve the audit issues administratively with the Comptroller, Forte contacted the hearings attorney and asked to dismiss

the pending redeterminations so that it may pursue to a protest suit in state district court. *See* **Exhibit B**.

32. The Comptroller's hearings attorney prepared and presented to Forte's counsel an Agreement to Dismiss and Cancel for each of the hearings. *See* **Exhibits B, C and D**.

33. In light of the Comptroller's recent jurisdictional challenges and another hearing attorney's reference to such an agreement as a settlement agreement, Forte was concerned that a court may misconstrue the Comptroller's agreements as a settlement or compromise agreement, thereby inviting a jurisdictional contest about Forte's ability to maintain a protest suit. *See 1st Global, Inc. v. Glenn Hegar, Comptroller of Public Accounts of the State of Texas and Ken Paxton, Attorney General of the State of Texas*, No. D-1-GN-17-005832 (126th Dist. Ct., Travis County, Tex. Oct. 17, 2017); *Compass Directional Guidance, LLC v. Glenn Hegar, Comptroller of Public Accounts of the State of Texas and Ken Paxton, Attorney General of the State of Texas*, No. D-1-GN-15-003797 (419th Dist. Ct., Travis County, Tex. Sept. 3, 2015); *OGCI Training, Inc. v. Hegar*, 03-16-00704-CV, 2017 WL 4899015 (Tex. App.—Austin Oct. 27, 2017, no pet.); *Colonial Country Club v. Glenn Hegar, Comptroller of Public Accounts of the State of Texas and Ken Paxton, Attorney General of the State of Texas*, No. D-1-GN-16-005464 (201st Dist. Ct., Travis County, Tex. Nov. 2, 2016).

34. Forte's counsel asked the hearings attorney to add a statement to the agreements expressly stating that Forte intended to continue its challenge of the assessment in state district court. *See* **Exhibit B**.

35. The hearings attorney refused this request, stating that Forte's only option, aside from signing the dismissal agreements (that she also then referred to as a "settlement agreement"), would be to proceed to the administrative hearing at the State Office of Administrative Hearings. *See* **Exhibit B**.

36. When asked for legal authority to support the position that a taxpayer is required to sign an Agreement to Dismiss as a pre-condition to dismissal, the Comptroller's hearings attorney referred Forte to the standard dismissal rule, 34 Tex. Admin. Code Section 1.39, which imposes no such requirement. *See* **Exhibit B**; 34 Tex. Admin. Code § 1.39.

37. At an apparent impasse, Forte filed Motions to Dismiss both hearings with the Comptroller's Office of Special Counsel for Tax Hearings. *See* **Exhibits B, E**.

38. Forte requested that the Comptroller either grant its Motions to Dismiss, or notify Forte that it would not grant the motions so that Forte could contact the State Office of Administrative Hearings (SOAH) for the purpose of seeking limited jurisdiction to hear its dismissal motions. *See* **Exhibit B.**

39. While waiting for the hearing attorney's response, Forte contacted SOAH to ask whether Forte could seek a limited jurisdictional referral to SOAH to file Motions to Dismiss so that Forte could proceed to district court without signing the Comptroller's agreements. *See* **Exhibit F**.

40. Administrative Law Judge Victor Simonds contacted the parties to schedule a phone conference to discuss the proper procedure for Forte to dismiss its pending administrative matters and continue its contest by filing a protest suit in state district court. *See* **Exhibit F**.

41. Despite both parties' agreement on a particular time and date for the call, the Comptroller's hearings attorney opposed the request to confer and the call was cancelled. *See* **Exhibit F**.

42. Thereafter, the Comptroller's hearings attorney filed her Opposition to Forte's Motions to Dismiss, in which she argued that Forte could not unilaterally dismiss its redetermination requests, and must (1) proceed to hearing, (2) sign the Comptroller's agreements to dismiss, or (3) file a protest suit while the redeterminations were still pending and then move for dismissal under Comptroller Rule 1.39. *See* **Exhibit G**.

43. The Comptroller denied Forte's unilateral Motions to Dismiss. *See* **Exhibit H**.

44. Forte then asked James Arbogast, Chief Counsel of Hearings and Tax Litigation, to confirm that it was permissible, under Comptroller policy, for a taxpayer who had a pending administrative redetermination and who had not yet filed suit in state district court to pay the assessment under protest and initiate a protest suit in district court, and then move under Rule 1.39 to dismiss the administrative redetermination due to the pendency of the protest suit. *See* **Exhibit I**.

45. Mr. Arbogast confirmed the foregoing was an accurate statement of Comptroller policy and provided further instructions regarding how Forte should complete the process. *See* **Exhibit I.**

46. Out of an abundance of caution, Forte requested that Mr. Arbogast confirm with the Office of the Attorney General that the Attorney General would not challenge protest suit jurisdiction if Forte calculated and paid the audit assessments under protest and pursued a protest suit in state district court. *See* **Exhibit I.**

47. Jack Hohengarten, Chief of the Attorney General's Tax Division, confirmed that Forte and Mr. Arbogast's understandings were correct and that, if Forte complied with Texas Tax Code Chapter 112, the Comptroller and the Attorney General would not complain of a jurisdictional defect. *See* **Exhibit I**.

48. Forte is pursuing the steps as directed by the Comptroller and the Attorney General for initiating this protest suit and terminating the administrative proceedings.

49. The Comptroller's assessment is in error for the reasons stated below.

BURDEN OF PROOF

50. The Comptroller has alleged that Forte's electronic payment service is taxable under Chapter 151 of the Texas Tax Code.

51. There is no presumption that services are taxable for purposes of the Texas sales and use tax. Under his policies, the Comptroller has the burden to establish a prima facie case that Forte provides a taxable service when it provides electronic payment services.

RULES OF CONSTRUCTION

52. Doubts as to taxability must be construed in Forte's favor. "[S]tatutes imposing a tax must be strictly construed against the taxing authority and liberally construed in favor of the taxpayer." *Austin Eng'g Co. v. Combs*, No. 03-10-00323-CV, 2011 WL 3371557, at *5 (Tex. App.—Austin 2011, no pet.) (mem. op.); *Statistical Tabulating Corp. v. Bullock*, 538 S.W.2d 259, 261 (Tex. Civ. App. Austin 1976), *aff'd*, 549 S.W.2d 166, 169 (Tex. 1977); *see* also *Roark Amusement & Vending, L.P. v. Combs*, No. 03-10-00105-CV, 2011 WL 255535, at *11-12 (Tex. App.—Austin 2011, pet. granted); *see also*; *Geomap Co. v. Bullock*, 691 S.W.2d 98, 100 (Tex. App.—Austin 1985, writ ref'd n.r.e).

53. This case concerns whether Forte's electronic payment service is subject to Texas sales and use tax, not whether it is exempt from the tax.

GROUNDS

Forte provides a non-taxable electronic payment service.

54. Texas imposes sales and use tax on the sale or use of a taxable item in this state. *See* Tex. Tax Code §§ 151.051, 151.101.

55. A "taxable item" means tangible personal property and taxable services. Tex. Tax Code § 151.010.

56. Texas Tax Code § 151.0101 provides the exhaustive list of taxable services.

57. Electronic payment services are not listed as taxable under Texas Tax Code § 151.0101.

58. As a result, the Comptroller has improperly imposed Texas sales and use tax on Forte's sales of non-taxable services and the assessment in Exam 100 should be reduced to $0.

Forte does not provide a data processing service.

59. The Texas Tax Code provides that taxable services include data processing services. *See* Tex. Tax Code § 151.0101.

60. The statute defines a "data processing service" to include "word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, the performance of a totalisator service with the use of computational equipment required by the Texas Racing Act (Article 179e, Vernon's Texas Civil Statutes), and other computerized data and information storage or manipulation. 'Data processing service' also includes the use of a computer or computer time for data processing whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service. 'Data processing service' does not include the transcription of medical dictation by a medical transcriptionist. 'Data storage,' as used in this section, does not include a classified advertisement, banner advertisement, vertical advertisement, or link when the item is displayed on an Internet website owned by another person." Tex. Tax Code § 151.0035.

61. The Comptroller, by rule, defines "data processing services" as "the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer. Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks. Data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns, or charges for temporary secretarial personnel who as part of their function use word processing equipment. Data processing services does not include Internet access services or data processing services provided in conjunction with and incidental to the provision of Internet access service when billed as a single charge." 34 Tex. Admin. Code § 3.330.

62. Forte's services do not constitute word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production or other computerized data and information storage and manipulation within the meaning of the statute. *See* Tex. Tax Code § 151.0035.

63. Nor does Forte process information "for the purpose of compiling and producing records of transactions, maintaining information, and entering or retrieving information." 34 Tex. Admin. Code § 3.330(a).

64. Therefore, Forte's services are not "data processing services" as defined by statute or rule. *See* Tex. Tax Code § 151.0035; 34 Tex. Admin. Code § 3.330.

Forte does not provide a taxable data processing service.

65. Even if Forte's service constituted data processing, which Forte hotly disputes, the service still would not constitute *taxable* data processing.

66. Taxable "data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns, or charges for temporary secretarial personnel who as part of their function use word processing equipment." 34 Tex. Admin. Code § 3.330(a).

67. The Comptroller has labeled this exception to taxable data processing as the professional services exclusion. *See Hegar v. CheckFree Services Corp.*, 14-15-00027-CV, 2016 WL 1576414, *4-*6 (Tex. App.—Houston [14th Dist.] Apr. 19, 2016, no pet.).

68. To determine whether a data processing service is taxable, the courts apply the "essence of the transaction" test. *See id.* at *4.

69. The Fourteenth Court of Appeals recently held that electronic payment services are professional services that do not constitute taxable data processing. *See id.* at *5.

70. The essence of Forte's service is a professional electronic payment service that requires the use of professional employees with specialized education, training, and experience. It is not taxable data processing. Accordingly, assuming the validity of Comptroller Rule 3.330, Forte's service falls within the professional services exclusion and, therefore, does not constitute a taxable service.

71. Furthermore, the Comptroller may not parse Forte's electronic payment service into separate activities for purposes of taxability. *See Rylander v. Associated Technics Co.*, 987 S.W.2d 947, 951 (Tex. App.—Austin 1999, no pet.) (refusing to divide a non-taxable hazardous waste removal process into two distinct activities, one of which would be taxable); *Sharp v. Direct Res. For Print*, 910 S.W.2d 535, 541 (Tex. App.—Austin 1995, writ denied) (refusing to

characterize taxpayer's direct mailing service as taxable simply because one step in the process could be characterized as taxable).

72. And, even if it were appropriate to parse Forte's services into separate activities (a contention that Forte hotly disputes), the entire assessment is still in error because any amount parsed into data processing would be less than 5% of Forte's total charge.

73. Where nontaxable unrelated services and taxable services are sold for a single charge, the service provider is entitled to establish the percentage of the total charge that relates to the non-taxable unrelated service. 34 Tex. Admin. Code § 3.330(d)(2).

74. An "unrelated service" is one that (1) is neither data processing nor a service otherwise taxed by Chapter 151 of the Texas Tax Code; (2) is of a type which is commonly provided on a stand-alone basis; and (3) the performance of the service is distinct and identifiable. 34 Tex. Admin. Code § 3.330(d)(1).

75. When the taxable component of a mixed transaction is *de minimis* (*e.g.*, less than 5%), no tax is due.

76. Thus, even if Texas law allowed the parsing of Forte's service, no tax would be due.

77. As a result, the Comptroller has improperly imposed Texas sales and use tax on Forte's sales of non-taxable services and the assessment in Exam 100 should be reduced to $0.

The Comptroller has violated Forte's right to equal taxation.

78. The Comptroller's attempt to tax Forte's electronic payment service violates the equal protection clauses of the United States and Texas Constitutions.

79. The Fourteenth Amendment to the United States Constitution grants to all citizens equal protection under the law. The Texas Constitution, Article VII, Section I, provides for equality and uniformity in taxation.

80. The Comptroller has treated Forte differently from a large class of similarly-situated taxpayers who provide electronic payment services by imposing Texas sales and use tax on Forte's sales in an arbitrary and discriminatory manner. *See, e.g.,* Comptroller STAR Document No. 200206165L (holding ATM charges to be not taxable).

81. The Comptroller's disparate treatment of Forte is not rationally related to any legitimate governmental objective.

82. Forte's electronic payment services are virtually identical to those provided by CheckFree Services Corporation, which the Fourteenth Court of Appeals held to be a non-taxable professional service and *not* taxable data processing. *See Hegar v. CheckFree Services Corp.*, 14-15-00027-CV, 2016 WL 1576414, *5-*6 (Tex. App.—Houston [14th Dist.] Apr. 19, 2016, no pet.).

83. Notwithstanding, the Comptroller has refused to apply the court's holding to Forte and seeks to tax Forte in spite of the *Checkfree Services* opinion.

84. Therefore, the assessment should be reduced to zero because the Comptroller has violated Forte's right to equal protection and equal and uniform taxation.

Forte is entitled to declaratory relief under the Administrative Procedure Act.

85. Under Texas Government Code Section 2001.038, the validity or applicability of a rule may be determined in an action for declaratory judgment if it is alleged that the rule or its threatened application interferes with or impairs, or threatens to interfere with or impair, a legal right or privilege of the plaintiff.

86. Although the Comptroller has been granted exclusive jurisdiction to interpret the meaning of "taxable services," including "data processing services," the Comptroller may not interpret this term in a manner contrary to the tax code. *See* Tex. Tax Code § 151.0101(b); *Checkfree* at *2.

87. Implicit in Texas Tax Code Section 151.0035's definition of taxable data processing services is that the service consists of rote, mechanical activities requiring no specialized knowledge or application of judgment. *See* Tex. Tax Code § 151.0035 (listing the following examples of taxable data processing: word processing, data entry, data retrieval, data search, information compilation, and payroll and business accounting data production).

88. In contrast, Comptroller Rule 3.330 expands the scope and reach of taxable data processing services by (1) including activities requiring the use of specialized knowledge and/or application of judgment and (2) setting a boundary for the exclusion at a level higher than that required by the statute – *i.e.*, professionals. *See, e.g.,* 34 Tex. Admin Code § 3.330 (changing the statute's reference to payroll and business accounting *data production* to just payroll and business accounting and listing the following examples of taxable data processing: entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks").

89. As a result, the rule should be declared invalid because it seeks to tax more than the statute and it interferes with or impairs, or threatens to interfere with or impair, a legal right or privilege of Forte.

90. The rule contravenes specific statutory language; runs counter to the general objectives of the statute; or imposes additional burdens, conditions, or restrictions in excess of or inconsistent with relevant statutory provisions. *See Badger Tavern, L.P. v. Hegar*, No. 03-18-00291-CV, 2018 WL 4322383, at *4 (Tex. App.—Austin Sept. 11, 2018, no pet. h.) (mem. op.).

91. The rule also violates Forte's legal right to pay only the tax that is due under the law and deprives Forte of its property interests by taxing in excess of that statutorily allowed.

Forte is entitled to declaratory relief under the UDJA for future periods.

92. Chapter 37 of the Civil Practice and Remedies Code affords relief from uncertainty and insecurity with respect to rights, status, and other legal relations. Tex. Civ. Prac. & Rem. Code § 37.002.

93. A person whose rights, status, or other legal relations are affected by a statute may have determined any question of construction or validity arising under the statute and obtain a declaration of rights, status, or other legal relations thereunder. Tex. Civ. Prac. & Rem. Code § 37.004.

94. Texas Civil Practice and Remedies Code Section 37.006 waives governmental immunity from suit. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 373 n.6 (Tex. 2009).

95. Forte's rights, status, and other legal relations are affected by the Texas sales and use tax provisions cited above and, therefore, Forte may have determined questions of construction or validity arising under these statutes and obtain a declaration of its rights, status, or other legal relations thereunder. Forte is entitled to know, for future periods, whether its service is subject to the Texas sales and use tax.

96. Therefore, Forte seeks the following declarations, as well as costs and reasonable and necessary attorney's fees as are equitable and just, under Chapter 37 of the Civil Practice and Remedies Code:

a. Electronic payment services are not taxable under Texas Tax Code § 151.0101.

b. Texas Tax Code § 151.0035 does not impose Texas sales and use tax on charges for services that incidentally use computers to store and process data, such as check approval or authorization when performed by non-professionals.

c. Texas Tax Code § 151.0035 does not require a showing that the taxpayer is engaged in the provision of a "professional service" to be excluded from the definition of data processing.

d. Texas Tax Code Section 111.009 and Chapter 112 do not require a taxpayer seeking to terminate an administrative redetermination hearing to pursue a protest suit in district court to obtain sign the Comptroller's agreement. The taxpayer may unilaterally dismiss its administrative redetermination hearing by filing a notice of dismissal.

Forte is entitled to relief from Comptroller Hegar's *ultra vires* conduct.

97. The Texas Supreme Court has long recognized that governmental immunity does not bar claims alleging that a governmental officer acted *ultra vires*, or without legal authority, in carrying out his duties. *Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154, 157-58 (Tex. 2016).

98. A government officer with some discretion to interpret and apply a law may nonetheless act without legal authority and, thus, *ultra vires* if he exceeds the bounds of his granted authority or if his acts conflict with the law itself. *Id.* at 158.

99. Comptroller Hegar has the authority to collect the Texas sales and use tax and some – but not absolute – discretion to administer and to enforce the tax. *See, e.g.*, Tex. Tax Code §§ 111.001 and 111.002; *Houston Belt*, 487 S.W.3d at 163 ("[G]overnmental immunity bars suits complaining of an exercise of *absolute* discretion but not suits complaining of . . . an officer's exercise of judgment or *limited* discretion without reference to or in conflict with the constraints of the law authorizing the official to act. . . . [A] public officer has no discretion or authority to misinterpret the law.").

100. Comptroller Hegar is bound by the United States Constitution, the Texas Constitution, and the laws enacted by the Texas Legislature. *See, e.g.*, Tex. Tax Code §§ 111.001 and 111.002. His taxing determinations are also subject to judicial review. *See, e.g.*, Texas Tax Code Chapter 112. Therefore, Comptroller Hegar acts outside of his authority when he imposes Texas sales and use tax in violation of this governing law and judicial interpretations of that law.

101. Here, Comptroller Hegar acted *ultra vires* by assessing Texas sales and use tax on Forte's electronic payment service when it is not taxable under Texas Tax Code Chapter 151, as construed by the Fourteenth Court of Appeals in *CheckFree*.

102. Comptroller Hegar also acted *ultra vires* in enforcing an illegal data processing rule that imposes tax in excess of the governing statute, as well as in denying Forte's unilateral Motion to Dismiss under Rule 1.39.

103. Therefore, Comptroller Hegar acted *ultra vires* by misinterpreting the limitations on his taxing authority and/or acting without reference to or in conflict with the law enabling him to act. *Hall v. McRaven*, 508 S.W.3d 232, 240-242 (Tex. 2017) *citing Houston*

Belt & Terminal Ry. Co. v. City of Houston, 487 S.W.3d 154 (Tex. 2016); *Cobb v. Harrington*, 190 S.W.2d 709 (Tex. 1945) (affirming declaratory relief that the taxpayer was not engaged in a taxable activity under the statute and, therefore, was not liable for the occupations tax assessed by the Comptroller).

104. Therefore, Forte seeks the following declarations:

a. Electronic payment services are not taxable under Texas Tax Code § 151.0101.

b. Texas Tax Code § 151.0035 does not impose Texas sales and use tax on charges for services that incidentally use computers to store and process data, such as check approval or authorization when performed by non-professionals.

c. Texas Tax Code § 151.0035 does not require a showing that the taxpayer is engaged in the provision of a "professional service" to be excluded from the definition of data processing.

d. Texas Tax Code Section 111.009 and Chapter 112 do not require a taxpayer seeking to terminate an administrative redetermination hearing to pursue a protest suit in district court to obtain the Comptroller's agreement. The taxpayer may unilaterally dismiss its administrative redetermination hearing by filing a notice of dismissal.

e. In endeavoring to compel Forte to pay Texas sales and use tax on its electronic payment service in violation of Texas Tax Code Chapter 151, Comptroller Hegar acted wrongfully and without legal authority.

f. Forte is not liable for the Texas sales and use tax, penalty, or interest assessed by the Comptroller.

g. 34 Texas Administrative Code § 1.39 allows a taxpayer to file a unilateral Motion to Dismiss a pending administrative redetermination hearing to change venues.

Federal law preempts the Comptroller's ability to tax.

105. Forte's electronic payment service is subject to pervasive federal laws that leave no room for states to enact supplemental regulations and preclude enforcement of state laws on the same subject.

106. Thus, even if a court were to hold that Forte's payment service constitutes a taxable service under Texas Tax Code Chapter 151 – a contention that Forte hotly contests – the service would still not be subject to Texas sales and use tax due to federal preemption of Texas' ability to tax.

Alternatively, the Comptroller has taxed purchases and sales that are eligible for the resale exemption.

107. In the alternative, if a court determines that Forte's electronic payment service constitutes a taxable service, then services are exempt under the sale for resale exemption.

108. Texas Tax Code §§ 151.302 and 151.006 exempt sales for resale from Texas sales and use tax.

109. For example, when Forte invoices software vendors for electronic payment services rendered to customers of the software vendor and the software vendors then rebills its customers for those charges, Forte is engaged in an exempt sale for resale transaction.

110. Therefore, the assessment is invalid at least in part.

111. Similarly, if a court held that Forte was a taxable service provider, Forte would be entitled to claim the sale for resale exemption on various purchases of taxable goods and services that it resells, meaning that Forte has paid tax in error on these purchases.

The Comptroller has improperly assessed tax.

112. The Comptroller has assessed various transactions, in error.

113. The assessment should be reduced for tax assessed on non-taxable and tax-exempt items.

114. The assessment should be reduced for transactions for which either Forte or its customers have previously paid tax to the vendor or by self-assessment or audit).

The Comptroller abused his discretion by failing to waive all penalty and interest assessed.

115. The Comptroller has discretionary authority to waive penalties and interest if a taxpayer exercised reasonable diligence to comply with the tax laws. *See* Tex. Tax Code § 111.103; 34 Tex. Admin. Code § 3.5.

116. Forte exercised reasonable diligence to comply with the tax laws and cooperated throughout the audit process.

117. Therefore, the Comptroller failed to exercise his discretion to abate all penalty and interest assessed.

Would you please acknowledge receipt of the sum of $227,029.64 paid under protest and the receipt of this letter setting forth the grounds for recovery thereof, and return that receipt to me?

We appreciate your attention to this matter and look forward to hearing from you.

Very truly yours,

MARTENS, TODD, LEONARD & AHLRICH

By: Danielle Ahlrich
Danielle Ahlrich

Enclosures

ACKNOWLEDGMENT

Receipt of the sum of $227,029.64 paid under protest by Forte Payment Systems, Inc. is hereby acknowledged on this the 27 day of SEPTEMBER, together with the foregoing Letter of Protest with respect to payment under protest of the remaining taxes and interest due.

COMPTROLLER OF PUBLIC ACCOUNTS

By: _____

Title: ACCOUNTS EXAMINER

FORTE PAYMENT SYSTEMS, INC
500 W BETHANY DRIVE SUITE 200
ALLEN, TX 75013
(866) 290-5400

WELLS FARGO BANK, N.A.
SAN FRANCISCO, CA

23214
11-24/1210

9/18/2018

PAY TO THE ORDER OF STATE COMPTROLLER $ **227,029.64

Two Hundred Twenty-Seven Thousand Twenty-Nine and 64/100********** DOLLARS

STATE COMPTROLLER
COMPTROLLER OF PUBLIC ACCOUNTS
111 E. 17TH STREET
AUSTIN, TX 78774-0100

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER $7,500.00

AUTHORIZED SIGNATURE

MEMO TP#[redacted] See attached Protest Letter
2009-2012 AUDIT SALES/USE TAX PROTEST PA

SECURITY FEATURES INCLUDED. DETAILS ON BACK

[redacted]

FORTE PAYMENT SYSTEMS, INC

WWW.COMPUCHECK.COM 844 356 5661

23214

STATE COMPTROLLER

9/18/2018

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/18/2018	Bill	2009-2012 PP	227,029.64	227,029.64		227,029.64
					Check Amount	227,029.64

Received
SEP 27 2018
Audit Division
Comptroller of Public Accounts

Wells Fargo Operatin 2009-2012 AUDIT SALES/USE TAX PROTEST 227,029.64

STATE OF TEXAS §
§
COUNTY OF Collin §

LIMITED POWER OF ATTORNEY

I, Jeffrey Thorness, President & CEO, hereby appoint
TITLE

Martens, Todd, Leonard & Ahlrich, Jimmy Martens, Kelli Todd, Lacy Leonard,

Name: Danielle Ahlrich, Allison Cunningham, Claire Galley & Stacy Noack

Address: 301 Congress Avenue, Suite 1950

City, State and ZIP code: Austin, Texas 78701

Phone (*Area code & number*): (512) 542-9898 E-mail address: jmartens@textaxlaw.com

as Agent and attorney acting on behalf of Forte Payment Systems, Inc., Texas

Taxpayer No. [redacted] for the tax type Texas sales and use tax

covering the periods 2009 - Present for the following limited and special purposes:

- ☑ To provide information as requested for the purpose of my tax audit(s).
- ☑ To discuss relevant issues pertaining to my tax audit(s).
- ☑ To receive mail from the Comptroller regarding my tax audit(s) and/or contested case(s).
- ☑ To enter into a written agreement extending the period of limitation during which the tax may be assessed, accept a notification of the 60 day requirement to obtain records and/or certificates, and accept a notification of sampling procedure. (This would normally be an officer of a corporation, a partner, or owner.)
- ☑ To provide representation and make oral and written presentations of fact or argument related to my contested case(s).
- ☑ I grant the above named AGENT full power to substitute one or more attorneys or other representatives to carry out the powers and duties specified above.

Entity name: Forte Payment Systems, Inc.

Authorized Representative: Jeffrey Thorness
PRINT

Title President & CEO

sign here ▶

Date May 14, 2018

00-240
TEXAS NOTIFICATION OF AUDIT RESULTS
(TEX.TAX CODE ANN.SEC.111.008)

STATEMENT DATE
May 05, 2014

Taxpayer Name
FORTE PAYMENT SYSTEMS, INC.

Taxpayer Number
[redacted]

Type of TAX
LIMITED SALES, EXCISE AND USE TAX

Audit Period
01-01-2009 thru 12-31-2012

	STATE	LOCAL	TOTAL
TAX	$ 148,080.23	$ 47,351.24	$ 195,431.47
PENALTY	1,118.03	357.51	1,475.54
INTEREST THRU PAYMENT DATE	17,919.75	5,730.15	23,649.90
AMOUNT DUE PRIOR TO PAYMENTS	$ 167,118.01	$ 53,438.90	$ 220,556.91
LESS PAYMENTS			29,000.00
INTEREST THRU STATEMENT DATE			1,356.55
AMOUNT DUE AS OF STATEMENT DATE			$ 192,913.46

IF PAID AFTER 05-05-2014, ADD INTEREST OF $ 19.38 PER DAY THROUGH DATE OF PAYMENT.* (SEE INTEREST RATE NOTE ON BACK.)

IF PAID AFTER 06-16-2014, ADD AN ADDITIONAL 10% PENALTY OF $ 16,643.15.
(TEX. TAX CODE ANN.SEC. 111.0081).

THIS NOTIFICATION BECOMES FINAL ON 06-04-2014, unless you request a redetermination hearing by this date. If a hearing is not requested, this determination becomes final on 06-04-2014, and it is due and payable on 06-16-2014. YOUR TAXPAYER RIGHTS ARE ON THE BACK.

The results of this audit do not rescind or replace any previous notices you may have received regarding outstanding balances. You are liable for any amounts still due.
The results of this audit should not be taken as approval of your tax reporting system. Law changes and new rulings might result in different findings in future audits and you will be responsible for any taxes found owing and due.

For payment information call 1-800-531-5441, ext. 3-3900 toll-free nationwide, or call 512/463-3900.

Make your check payable to STATE COMPTROLLER and mail to Comptroller of Public Accounts 111 E. 17th Street, Austin, Texas 78774-0100.

(Cut and Return Bottom Portion with Payment)

00-240
TEXAS NOTIFICATION OF AUDIT RESULTS
(TEX.TAX CODE ANN.SEC.111.008)

STATEMENT DATE
May 05, 2014

Amount of Your Payment

Taxpayer Name & Mailing Address

FORTE PAYMENT SYSTEMS, INC.
500 W BETHANY DR STE 200
ALLEN, TX 75013-3730

*PMD _____

*Tcode *Taxpayer Number *Period *Audit *State Amount *Local

[redacted]

EXHIBIT
A

Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, September 20, 2018 7:06 AM
To: Kathy Pickup
Subject: RE: Forte Payment Systems

Thank you, Kathy. Forte intends to file the Protest Letters by Tuesday, so confirmation before that date would be greatly appreciated.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Wednesday, September 19, 2018 12:02 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Hello Danielle,

I am awaiting a reply on your enquiry and will revert to you as soon as I have confirmation of the figures.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, September 17, 2018 10:50 AM
To: James Arbogast <James.Arbogast@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: FW: Forte Payment Systems

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DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Hi Jim and Kathy,

Forte intends to make its protest payments in the very near future. As instructed by Jim, I called the Dallas Taxpayer Services and Collections Field Office to obtain the payoff information. However, when I sent the email below to confirm that I had accurately captured the information provided over the phone, Ms. Lewis told me that her office is not allowed to communicate with taxpayers and their representatives by email.

Would you please confirm that I have correctly identified Forte's outstanding balances for the 2009-2012 and the 2013-2016 audit periods? We want to ensure that Forte makes an accurate protest payment.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Friday, September 14, 2018 8:56 AM

To: margaret.lewis@cpa.texas.gov
Subject: Forte Payment Systems

Hi Margaret,

Thank you for speaking with me this morning about Forte Payment System's outstanding balances. Would you please confirm that I have accurately transcribed the amounts that you gave me over the phone so that I can ensure that Forte pays the correct amounts?

Jan. 1, 2009 – Dec. 13, 2012 Audit

Tax	$166,431.47
Penalty	$1,475.54
Interest	$58,570.86
TOTAL DUE AS OF 9/14/18	**$226,477.88**
Daily interest accruing	25.08
Prior payments (2/28/14 & 4/21/14)	$29,000

Jan. 1, 2013 – Apr. 30, 2016 Audit

Tax	$161,170.72
Penalty	$20,867.06
Interest	$34,955.81
TOTAL DUE AS OF 9/14/18	**$216,993.59**
Daily interest accruing	$24.28
Prior payment (2/5/18)	$47,500

I greatly appreciate your assistance with this matter and look forward to hearing from you.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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Danielle Ahlrich

From: Danielle Ahlrich
Sent: Tuesday, June 19, 2018 5:15 AM
To: Kathy Pickup
Cc: Jimmy Martens; Allison Cunningham
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

We will await the ruling on our Motion to Dismiss so as to prevent the further unnecessary expenditure of resources.

Thanks,
Danielle

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 18, 2018 1:41 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

Good Afternoon Danielle

The Agreement we have sent is not a settlement agreement – it is an agreement to dismiss and cancel the hearing. Although initially it may have been referred to as a Settlement Agreement (as many of our agreements do contain an element of settlement, although yours do not), you can see from the title and the contents, and putting semantics aside, that it simply dismisses and cancels the hearing. As I have indicated previously and as is evident from the contents of the Agreement to Dismiss and Cancel, there is nothing in the agreement that in any way jeopardizes the taxpayer's right to continue its contest.

As also indicated previously, we will not docket the case at SOAH for the purposes of your Motion to Dismiss, as this is improper procedure, but the case can be docketed at SOAH for a hearing as indicated in (2) of your email below. In the circumstances, please confirm whether you prefer a written or oral hearing. As your Reply does not contain any new assertions, we do not need to issue a Response and can move direct to a hearing if your Motion is denied. I will be filing my opposition to your Motion this week. If you prefer to await the outcome of that Motion before indicating whether you want a written or oral hearing we can certainly do that. However, if your Motion is denied and you do want an oral hearing, please note that you will need to provide three dates of availability for the hearing.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 18, 2018 1:20 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

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Hi Kathy,

EXHIBIT
B

We cannot sign the agreement that you have referred to as a settlement agreement because we do not want to jeopardize the taxpayer's right to continue its contest. We will await Special Counsel's ruling on our motion.

If that motion is not granted, we request that you either (1) file a request to docket the case at SOAH for a limited referral to address our Motion to Dismiss both hearings or (2) file a request to docket the entire hearing matters and issue a Notice of Hearing reflecting the taxpayer's contentions as follows: Whether Forte Payment Systems' service charges are subject to Texas sales and use tax and whether Forte owes additional Texas sales and use tax on its payments for the expenses and purchases listed in the audit schedules.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Friday, June 15, 2018 2:12 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

Good afternoon Danielle,

Thank you for your email.

I understand what you are trying to achieve in getting the hearing dismissed, meeting the requirements under Texas Tax Code Section 112 and being able to obtain a de novo review in District Court. The attached one page agreements achieve all of that and are the routine way to dismiss a hearing out of the Administrative Hearings process and proceed in District Court. It is a simple and straightforward process and achieves everything you want. By signing the agreement the Administrative Hearing is dismissed, no order or Comptroller's Decision issues and the taxpayer is free to pursue its claims in District Court. There is nothing in the Agreement to Dismiss and Cancel the hearing that limits the taxpayer's ability to continue its contest of the audit assessment in District Court.

I'm afraid your comment regarding seeking limited jurisdiction for SOAH to hear your motion is misguided. SOAH currently does not have jurisdiction and when SOAH does have jurisdiction over a matter (once the hearing has been docketed there), if the parties reach agreement or if, as in your situation, the taxpayer wants to withdraw from the hearings process, the hearing is remanded by SOAH to the Comptroller in order to be dismissed.

Your Motion to Dismiss and Reply to the Position Letter refers to both hearings (and erroneously indicates that these cases are under SOAH's jurisdiction). However, as a Position Letter has only been issued in respect of the earlier hearing (114,277), the Reply can of course only relate to that hearing. Filing a unilateral Motion to Dismiss combined with a Reply to a Position Letter is not only unusual, but also improper procedure. There is a procedure in place to accomplish exactly what you want to do that does not, in any way, limit the taxpayer's ability to continue its contest of the audit assessment in District Court, and that procedure should be followed.

If you choose not to sign the attached agreements as drafted, the matter will need to continue through the Administrative Hearings process. In the absence of confirmation from you that the taxpayer will sign the attached agreements, I will issue a Response next week addressing the issues raised in your Reply to the Position Letter for Hearing No. 114,277. That Response will allow a 14 day period for you to decide whether you want a written or oral hearing before a SOAH judge, and I will also issue a Position Letter in respect of the latter hearing (115,775).

I will also be filing a response with Special Counsel opposing your unilateral Motion to Dismiss.

I hope that you will agree to follow the procedure for dismissing the claims and proceeding to District Court. It is a simple and straightforward procedure that does not need to become complicated. It does not, in any way, infringe on any of the taxpayer's rights to bring these matters in District Court and obtain a de novo review, it simply dismisses the Administrative Hearing so that the taxpayer can move forward with a claim in District Court. Once signed, we can have those agreements signed on our end very quickly (often the same day) and the taxpayer can move on with its claims in District Court.

I look forward to hearing from you.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 11, 2018 3:19 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

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Kathy,

We will not sign the settlement agreement you reference below because it is not our intention to settle these hearings. We are dismissing them here so that we may continue Forte's contest of the grounds and contentions set forth in the pleadings as a protest suit in state district court.

I've attached the Motion to Dismiss that we filed today with the Office of Special Counsel for Tax Hearings. Would you please acknowledge receipt?

If the Comptroller will not automatically grant our motion to dismiss and issue the amended assessment notice, would you please reply back and we'll contact SOAH for the purpose of seeking limited jurisdiction to hear our motion.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Friday, June 08, 2018 11:36 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

You are correct -- that was my error. It is a redetermination and you can withdraw if you so choose. However, your rights to pursue the matter in district court are set out in the applicable Codes and inclusion of those rights in the agreement is not necessary and not appropriate.

I have spoken with JD, he does not agree that he "indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district cou[rt]." He simply sent you

an email with a request that you provide your suggestions for changes to the standard dismissal agreement, and that he would forward those suggestions to our manager. Your email also does not address the "intention" to withdraw, versus actually withdrawing the hearings request.

As Comptroller currently has jurisdiction over the matter and as the matter has not yet been docketed at SOAH, Rule 1.39(b)(1) governs where the Motion to Dismiss needs to be filed. The case cannot run concurrently with the Comptroller and the District Court.

If you do not wish to sign the agreement as provided, we will simply proceed to the administrative hearing at SOAH. That is a matter for you and your client. Your client's Reply was due June 1 2018 and is now overdue. If you do not wish to sign the agreement as drafted, please file your Reply by return, failing which we will file a Motion to Dismiss for failure to respond to the Position Letter. Once your Reply is filed, we will issue a Response and set the matter for a hearing at SOAH.

I am now out of the office until next Thursday, June 14, 2018. Please confirm whether you intend to sign the settlement agreement as drafted and, if not, please ensure your Reply is filed by the time of my return so that I do not need to issue the Motion to Dismiss.

Thank you for your continued assistance.

Regards,
Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Wednesday, June 6, 2018 8:22 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

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Hi Kathy,

I'm not sure that we are on the same page. We are postured as a redetermination case; we're not pursuing a refund claim. We are legally entitled to withdraw at any point from the administrative redetermination process and pursue a protest suit in state district court under Tex. Tax. Code. §§ 112.051, .052.

Under 112.051 & .052, a taxpayer may bring a protest suit after paying under protest the amount claimed by the state. The payment of the amount claimed by state, accompanied by a protest letter confers jurisdiction under this statutory scheme, not the exhaustion of administrative remedies. The exhaustion of administrative remedies is relevant only for administrative refund claims. We do not intend to dismiss the administrative redetermination hearing and then appeal the dismissal to district court. We intend to enter district court on completely different jurisdictional grounds.

Our amendments to the standard language you provided are for the sole purpose of avoiding the possible contention at a later date that we are somehow barred from litigating this matter in district court. We simply want written acknowledgment of the Comptroller's understanding that we still intend to challenge the assessment. The amendments do not, and are not intended to, impact or prevent the actual dismissal of the administrative hearing.

As a threshold matter, we do not understand the legal basis for the Comptroller requiring a taxpayer to sign an agreement as a precondition to dismissing its administrative case. Would you please provide us with your support

stating that an agreement is necessary? As we read the applicable Comptroller rule (1.39) we don't see any requirement that the parties enter into an agreement of any sort.

In another case, JD Bostick has indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district could. Would you please confer with him regarding this matter and then get back with us if you still have an issue with our proposed amendments to the dismissal terms?

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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From: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Sent: Wednesday, June 6, 2018 10:02 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

I'm afraid that the language you suggest cannot be agreed. An administrative hearing is just that. In order to proceed to District Court, a taxpayer must exhaust its administrative remedies - saying a taxpayer "intends" to dismiss a hearing means the underlying administrative hearing is still active (as it has not in fact been dismissed).
The procedural prerequisites to an appeal of a final order are mandatory and jurisdictional; they cannot be waived and must be strictly followed. The remaining amendments in your email below are all covered by the TEX. GOV'T CODE and are unnecessary.

As you rightly say, the matter is reviewed de novo in District Court and as such, the administrative record in a de novo appeal is not required, except to show that the District Court has jurisdiction to hear the case. (TEX. GOV'T CODE § 2001.173.) The court cannot have jurisdiction if the administrative hearing is still active.

If the terms of the dismissal order as provided cannot be agreed, the matter will need to proceed through the administrative hearings procedure.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, June 5, 2018 8:14 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Hi Kathy,

Thank you for sending over the standard terms. Did I accurately state the purpose of the agreement in my email below? We will not be able to sign any agreement until our understanding is either confirmed or corrected.

Also, we understand that you may need to bring Chief Counsel into the conversation, but we do request modifications to the standard language. Please see our desired edits below.

1. Taxpayer intends to dismiss its redetermination hearing request on all grounds expressed in its pleadings. Taxpayer intends to continue its contest of those grounds stated in its administrative pleadings in a protest suit that Taxpayer intends to file in state district court. There are no other issues to be considered in this administrative proceeding, although trial of the issues raised in Taxpayer's subsequent protest suit will be reviewed de novo. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case so that Taxpayer may challenge the assessment through a protest suit in Travis County District Court. Therefore, no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted but rather further litigated through a protest suit.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 12:57 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good afternoon Ms. Ahlrich

Please call me Kathy.

The terms of the agreement are standard terms and reflect that:

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2.Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 12:51 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Good afternoon Ms. Pickup,

I'm writing to confirm that the agreement you reference below is not and shall not be treated as a settlement or compromise agreement between the parties. We understand that the sole purpose of the agreement is simply to seek the taxpayer's agreement that the Comptroller will not be issuing an administrative decision once Forte abandons the administrative process by dismissal. Dismissal is necessary so that Forte may pursue its protest suit in state district court. We further understand that the agreement you reference below will, in no way, bar or limit Forte's ability to pursue protest litigation on the underlying issues. We fully intend to bring suit in state district court protesting the Comptroller's determination that additional sales taxes, penalties and interest are due.

Would you please send us your email confirming our understanding of the scope and nature of the agreement you reference below? In addition, when drafting the agreement, would you please include an express statement that Forte seeks to dismiss the administrative hearing so that it may challenge the assessment by protest suit in Travis County district court? We seek to avoid any confusion about Forte's intended next steps.

We appreciate your attention to this matter and look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 10:45 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Ms. Ahlrich

I will prepare the agreement to cancel the hearing and forward that to you once complete. Our Chief Counsel, who must approve the agreement, is out of the office until Thursday this week, so it will likely be next week before you receive the agreement for signature.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 10:37 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Hi Ms. Pickup,

Thank you for acknowledging receipt of my other email regarding the POA revocation for Texas Tax Group. Would you please confirm receipt of the email below and let us know what, if anything, you need from us to move forward with the dismissal of the 2009-2012 redetermination so that Forte may pursue a protest suit? I look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, May 31, 2018 9:10 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Dunn, Jeff <jdunn@Munsch.com>
Subject: Forte Payment Systems

Hi Ms. Pickup,

As evidenced by the attached Power of Attorney, Forte Payment Systems has engaged our law firm to handle the litigation for both its 2009-2012 and 2013-2016 sales tax audits. At this time, Forte would like to dismiss the administrative redetermination for the 2009-2012 audit so that it may pursue a district court protest suit. The 2013-2016 will remain in the administrative hearings section.

Would you please request the Comptroller's processing division to generate an updated Statement of Account for the 2009-2012 audit? Would you also please request the preparation of updated audit schedules given the taxpayer's $29,000 payment towards Exams 200 and 300?

We greatly appreciate your assistance with this matter. Please let us know if you have any questions or need anything further from us.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax

E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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AGREEMENT TO DISMISS AND CANCEL HEARING

This Agreement is between **Forte Payment Systems, Inc., Taxpayer No.** [redacted] ("Taxpayer") and Glenn Hegar, Comptroller of Public Accounts of the State of Texas, with a mailing address of 111 East 17th Street, Austin, Texas 78711-1440 ("Comptroller"). Taxpayer and Comptroller are also referred to as the Parties.

CONTESTED MATTER

Hearing No. **114,277**
Tax Type: **Sales And Use Tax**
Tax Period: **January 1, 2009, through December 31, 2012**
Type of Hearing: **Redetermination**

TERMS

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

EFFECTIVE DATE

4. This Agreement will be effective on the date it has been signed by all Parties.

Taxpayer: Forte Payment Systems, Inc.

By:_____
Signature

Printed Name:_____

Firm:_____

Title:_____

Date:_____

Glenn Hegar, Comptroller of Public Accounts for the State of Texas

By:_____
Signature

Printed Name: James D. Arbogast

Title: Chief Counsel

Date:_____

EXHIBIT
C

AGREEMENT TO ADJUST AND CANCEL HEARING

This Agreement is between **Forte Payment Systems, Inc., Taxpayer No.** [redacted] ("Taxpayer") and Glenn Hegar, Comptroller of Public Accounts of the State of Texas, with a mailing address of 111 East 17th Street, Austin, Texas 78711-1440 ("Comptroller"). Taxpayer and Comptroller are also referred to as the Parties.

CONTESTED MATTER

Hearing No. **115,775**
Tax Type: **Sales And Use Tax**
Tax Period: **January 1, 2013, through April 30, 2016**
Type of Hearing: **Redetermination**

TERMS

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

EFFECTIVE DATE

4. This Agreement will be effective on the date it has been signed by all Parties.

Taxpayer: Forte Payment Systems, Inc.

By:_____
Signature

Printed Name:_____

Firm:_____

Title:_____

Date:_____

Glenn Hegar, Comptroller of Public Accounts for the State of Texas

By:_____
Signature

Printed Name: James D. Arbogast

Title: Chief Counsel

Date:_____

EXHIBIT
D

MARTENS, TODD, LEONARD & AHLRICH
A GENERAL PARTNERSHIP

JAMES F. MARTENS*
KELLI H. TODD
LACY L. LEONARD
DANIELLE V. AHLRICH

Attorneys at Law

*Board Certified in Tax Law
Texas Board of Legal Specialization

E-MAIL: jmartens@textaxlaw.com

301 CONGRESS AVENUE, SUITE 1950
AUSTIN, TEXAS 78701
(512) 542-9898
FAX (512) 542-9899
www.textaxlaw.com

CLAIRE E. GALLEY‡
ALLISON R. CUNNINGHAM

Attorneys at Law

‡Licensed in Texas and Louisiana

June 11, 2018

Via Hand Delivery and
Electronic Mail at SpecialCounsel.Filings@cpa.texas.gov
Texas Comptroller of Public Accounts
Attn: Office of Special Counsel for Tax Hearings
111 East 17th Street, Room 118
Austin, Texas 78774

Re: *In Re: Forte Payment Systems, Inc.* Hearing Nos. 114,277 and 115,775
Motion to Dismiss and Reply to the Position Letter

Dear Special Counsel:

I enclose an original and a copy of Forte's Motion to Dismiss and Reply to the Position Letter for the above-referenced hearings.

Would you please process the original document for filing in accordance with your normal procedures? Would you please receive-stamp the enclosed copy and return it to the waiting courier?

I appreciate your attention to this matter. Would you please contact me or Jimmy Martens if you have any questions?

Very truly yours,

MARTENS, TODD, LEONARD & AHLRICH

By: _____
Jimmy Martens

cc: Kathy Pickup, Tax Hearings Attorney, Administrative Hearings, via electronic mail (w/encls.)

EXHIBIT
E

COMPTROLLER DOCKET NO. 114,277

FORTE PAYMENT SYSTEMS, INC., Petitioner	§	BEFORE THE STATE OFFICE
v.	§	OF
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, Respondent	§	ADMINISTRATIVE HEARINGS
SUT PERIOD 1/1/09-12/31/12	§	

COMPTROLLER DOCKET NO. 115,775

FORTE PAYMENT SYSTEMS, INC., Petitioner	§	BEFORE THE STATE OFFICE
v.	§	OF
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, Respondent	§	ADMINISTRATIVE HEARINGS
SUT PERIOD 1/1/13-4/30/16	§	

MOTION TO DISMISS AND REPLY TO THE POSITION LETTER

Forte Payment, Systems, Inc. ("Forte") files this Motion to Dismiss and Reply to the Position Letter to state the issues remaining in contest (as set forth in **Exhibits 1-5**) and to obtain dismissal of both above-referenced hearings so that it may continue its contest of these issues in state district court through a tax protest suit. In support thereof, Forte shows the following:

FACTS

1. Forte filed the above-referenced actions to contest the Comptroller's assessment of Texas sales and use tax on its services and purchases. *See* **Exhibits 1-5.** The primary issue in

contest is the Comptroller's assessment of tax on Forte's charges for ACH payment processing and related services.

2. Forte has pursued its contest of all grounds set forth in its pleadings through the pending administrative hearings.

3. Forte sought resolution of the primary issue based upon the opinion issued by the Fourteenth Court of Appeals in *Hegar v. Checkfree Services Corporation.* The nature of Forte's service is substantially the same as the taxpayer in *Checkfree* and the Comptroller seeks to tax Forte under the same sales tax provisions. *See* **Exhibit 6.**

4. However, as publicly announced at the Comptroller's 2017 Annual Briefing, the Comptroller does not intend to apply *Checkfree* to any other taxpayer. *See* **Exhibit 7.**

5. Therefore, Forte now desires to dismiss the administrative hearings and to continue its contest of the matters alleged by bringing a tax protest suit in Travis County district court.

6. Given the Comptroller's public pronouncement, continuing with the pending administrative hearings would be an inefficient and, likely, ineffective use of Forte's time and resources. Moreover, delay in obtaining a final decision of the matter creates uncertainty with respect to both Forte's financial status and its ability to set competitive prices.

7. Similarly, continuing with the administrative hearings would require an unnecessary and unproductive investment of time and resources on the part of both the Administrative Law Judge and the Comptroller since de novo review will be sought in state district court. Proceeding with the administrative hearings would also delay the Comptroller's receipt of Forte's funds for the amounts claimed due.

8. On May 31, 2018, Forte instructed the Comptroller to dismiss the pending redetermination hearing for the 2009-2012 audit period so that Forte could continue its contest of the issues through a state district court protest suit. *See* **Exhibit 8.**

9. The assigned hearings attorney responded that the Comptroller required Forte to sign an Agreement to Dismiss and sent Forte the standard language. *See id.*

10. The language of the Agreement to Dismiss could be construed as a settlement agreement or an agreement otherwise limiting Forte's ability to continue its contest of the audit assessment. In fact the hearings attorney referred to it as a settlement agreement in her email correspondence. *See id.*

11. Forte proposed revisions to the agreement's language to clearly state its intent to pursue a protest suit after dismissal. The Comptroller rejected Forte's proposed revisions. *See id.*

12. Forte requested the statutory or rule authority requiring petitioners to sign an Agreement to Dismiss – especially an unalterable one – to conclude a redetermination hearing. The Comptroller provided none. *See id.*

13. The Comptroller has now demanded that Forte either sign the Agreement to Dismiss as written by the Comptroller or file a Reply to the Position Letter and proceed to an administrative hearing at SOAH. The Comptroller has made these demands seeking to bind Forte to the administrative process notwithstanding his written acknowledgement that Forte is not required to complete the administrative hearing process before moving its contest to district court for a protest suit. *See id; see also OGCI Training, Inc. v. Hegar*, 03-16-00704-CV, 2017 WL 4899015 (Tex. App.—Austin Oct. 27, 2017, no pet.) (confirming the only jurisdictional prerequisites for a protest suit are found in Texas Tax Code Chapter 112).

14. Forte moves to dismiss the pending administrative hearings for both the 2009-2012 and the 2013-2016 audit assessments for the reasons set forth below.

GROUNDS

Re-allegation of Contentions and Grounds

15. Forte re-alleges the contentions and grounds previously raised in its administrative pleadings.

16. Forte hereby incorporates by reference as though duly set forth at length herein the following filings as its Reply to the Comptroller's Position Letter for the 2009-2012 audit period: the independent audit review report, Forte's Petition for Redetermination, Forte's Supplemental Statement of Grounds (letter dated July 17, 2017), the Tax Position Letter, and all email or other correspondence between the parties, including their attorneys and agents. *See* **Exhibits 1-4.**

17. Forte also submits the Comptroller's form wherein it rejects the Position Letter. **Exhibit 9.**

18. For the 2013-2016 audit, Forte hereby incorporates by reference as though duly set forth at length herein in its Petition for Redetermination. **Exhibit 5.**

19. As detailed in these pleadings, Forte has challenged through the administrative hearings process the Comptroller's assessment of Texas sales and use tax, and Forte will continue to contest these issues in state district court.

Forte Is Entitled to Dismiss the Hearing Under Rule 1.39 to Pursue a Protest Suit.

20. Forte seeks to dismiss the above-referenced administrative hearings under 34 Tex. Admin Code § 1.39 ("Rule 1.39) so that it may continue its contest of the issues raised herein in through state district court protest suit.

21. Rule 1.39's list of grounds for dismissal is not exhaustive because it states that the grounds "include, but are not limited to" those listed.

22. Forte, as the Petitioner, is the master of its claims and is entitled to pursue those claims in the forum of its choosing, as long as it complies with any jurisdictional prerequisites.

23. As recognized by the Comptroller, completing an administrative hearing is not a prerequisite for a Texas Tax Code Chapter 112 protest suit. *See* **Exhibit 8.** Chapter 112 sets forth the jurisdictional prerequisites for a protest suit, and Forte will comply with those rules upon the Comptroller's issuance of the Statement of Account for each audit period. *See OGCI Training, Inc. v. Hegar*, 03-16-00704-CV, 2017 WL 4899015 (Tex. App.—Austin Oct. 27, 2017, no pet.).

24. In the prior course of dealing between the Comptroller and petitioners, the parties established that a joint motion to dismiss stating that the petitioner sought dismissal of the case so that it may continue its contest of the issues raised in state district court was a proper ground for dismissal. *See, e.g.*, **Exhibit 10.** In response, the Comptroller has issued an updated assessment for the taxpayer to pay under protest. *See, e.g.*, **Exhibit 11.**

25. No authority exists to require petitioners to sign any form of an agreement to dismiss their hearing.

26. In light of (1) the Comptroller's public declaration that *Checkfree* would be limited to that particular taxpayer and not applied to any other case and (2) the Comptroller's ability to modify or reverse a favorable Proposal for Decision, continuing any further with the administrative redetermination process would likely:

a. unnecessarily expend Forte's resources;

b. unnecessarily expend Forte's time;

c. unnecessarily expend the Administrative Law Judge's resources;

d. unnecessarily expend the Administrative Law Judge's time;

e. unnecessarily expend the Comptroller's resources;

f. unnecessarily expend the Comptroller's time;

g. create uncertainty as to Forte's financial status due to delay in resolving the underlying issue;

h. prevent Forte from making proper business decisions regarding the pricing of its services and

i. delay the Comptroller's receipt of Forte's funds of the taxes claimed due.

27. Additionally, refusing to dismiss the administrative hearings upon Forte's request violates its right to due process and open courts.

28. The above reasons dictate that the Comptroller dismiss the administrative hearings so that Forte may continue its contest of the issues in these hearings in a forum that affords proper deference to the decisions of the trial courts and the courts of appeal.

CONCLUSION

Wherefore, premises considered, Forte respectfully requests that the Comptroller either summarily grant the relief requested in its live pleadings or immediately dismiss pending redetermination hearings numbers 114,277 and 115,775 so that Forte may exhaust its administrative remedies by paying the taxes under protest and continuing its contest of the issues in state district court by filing a tax protest suit as provided under Texas Tax Code Chapter 112. For the latter, Forte specifically requests that the Comptroller calculate the tax, penalty, and interest presently due and issue the Statements of Account for the 2009-2012 and 2013-2016 audit periods.

Respectfully Submitted,

MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
(512) 542-9898
(512) 542-9899 fax

By _____
James F. Martens
State Bar No. 13050720
Danielle V. Ahlrich
State Bar No. 24059215
Allison R. Cunningham
State Bar No. 24089254

ATTORNEYS FOR PETITIONER,
FORTE PAYMENT SYSTEMS, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent via email to Kathy Pickup, Tax Hearings Attorney, Administrative Hearings Section, Comptroller of Public Accounts, 1700 N. Congress, Suite 320, Austin, TX 78701 on this the 11th day of June, 2018.

_____
Jimmy Martens

INDEPENDENT AUDIT REVIEW REPORT

IAR:	Maria H. Ruiz-Lopez	**Conf. Date:**	October 15, 2014
TP. Name:	Forte Payment Systems, Inc.	**Report Date:**	January 29, 2015
TP #:	[redacted]	**Office Name:**	Dallas East
Tax Type:	Sales and Use	**Auditor/Sup:**	J Cockerham / M Kasner
Audit Period:	01/01/2009 – 12/31/2012	**TP. Rep./Ph:**	Gilbert Zamora 512-306-0495
Total	$163,218	**All Data Avail:**	October 16, 2014

Background information (if needed): Forte Payment Systems, Inc. (taxpayer) provides payment processing services to merchant customers for accepting automated clearing house (ACH) and credit/debit card payments.

Taxpayer's Disagreement: Issue #1: $163,218 The taxpayer disagrees with the auditor's adjustments in Exam 100 for sales to its customers. The taxpayer contends these services are financial transactions similar to banking transactions or credit card processing that the Comptroller has historically treated as nontaxable. The auditor contends that all charges for the services provided are taxable data processing services.

Auditor Position

The auditor performed a detail review of sales. He was provided a population base which listed invoice amounts in total vs. by line item charged. He was also provided invoices which listed line item charges for the various services provided. During the field work, the auditor noticed that the taxpayer has a huge room which contained numerous computers and staff. The staff is entering data in these computers.

- He asserts that all the services provided are provided via the taxpayer's computers. As such, he determined that using a computer to provide its services made the taxpayer's services taxable data processing services.

The auditor provided an excerpt of the taxpayer's Merchant Services Terms and Conditions, referencing Sections 4 and 5. The taxpayer presented their standard Merchant Services Application and Agreement.

- This agreement requires collecting information on the applicant to ensure they are not a fraudulent entity and to underwrite them.
- The information collected includes;
  - a voided check from the settlement account, and
  - DBA and or Articles of Incorporation, etc.
- The applicant is to select the various services to be provide, of which one or all may apply;
  - Credit Card Gateway,
  - X-Virtual Terminal,
  - X-Direct Interface/API,
  - Transporter,
  - Direct Billing,
  - X-Secure Webpay,
  - Soft Terminal, Other.
  - Additional Selections are;
    - Will the applicant be using ACH to Collect or Disburse Funds?
    - Transaction Types:
      - How will the applicant be obtaining authorization for their transactions?

EXHIBIT 1

- This requires the applicant to identify the percentage for each of the following;
  - % Face to Face,
  - % Internet Order (Web),
  - % Mail Order,
  - % Telephone Order,
  - % Fax, and
  - % Total.

ACH Processing Fees are as follows (one or all may apply):

1. Monthly Statement $; fee to have access to obtain reports; invoiced as (ACHM) ACH Monthly Fee.
2. Per Transaction $; fee to authorize to take money from the retail customer, invoiced as (ACHD) ACH Debit Transaction or fee for merchant refunding money to retail customer, invoiced as (Funding C) Funded Transaction – Credit or fee to credit merchant account with amount of purchase, invoiced as (ACHC) ACH Credit Transaction.
3. Returned Fee $; fee for charge that was rejected/returned, the taxpayer holds amounts in their bank account for three days until they are told if the debit transaction is good or not, invoiced as (ACHDR) ACH Debit Reject.
4. Discount Fee %; if merchant's risk is higher, an additional percentage is paid over and above the per transaction fee.
5. NSF Fee Rebate Program %; the ACH allows failed transactions to be presented twice. The ACH will charge additionally for this. The additional charge is split with the merchant based on the % listed, invoiced as (REBATE) Collected NSF fee rebates.
6. ATM Verify $ Per Item; fee to authorize or pre-authorize before sending a transaction through; is account good or valid, this is done by taking routing and account numbers through the banking service, invoiced as (ATMV) ATMverify Transaction.
7. ID Verify $ Per Item; fee for sending information through a 3rd party's database, invoiced as (IDverify) IDverify Transaction.
8. NCN Verify $ Per Item; fee similar to ATMV # 6 above, is account number good/bad, invoiced as (NCN) NCN Verify Transaction.

Other Fees:

9. Gateway $ Monthly; fee related to credit card processing services, similar to ACHM #1 above, invoiced as (PGM) Payments Gateway Monthly Fee.
10. PGCC $ Transaction; fee related to credit card processing services, similar to ACHD/C # 2 above, invoiced as (PGCC) PaymentsGateway Credit Card Transaction.
11. Chargeback Fee $ Per Occurrence; fee for returned item designated with specific return codes, including a consumer's dispute of a transaction, the Merchant can dispute by paying a per transaction fee; invoiced as (ACHCH) ACH Chargeback Fee.
12. Set-Up Fee $; One Time charge
13. Minimum $ Monthly, Excessive Returns # Per Occurrence, Greater than 40%; no examples provided of these.
14. Other Fees listed on invoices not on Merchant Application Agreement: (PGV) PaymentsGateway Transaction and (PCINON) ACH Direct PCI Non-Compliance Fee.

The Merchant Services Terms and Conditions also contain the following relevant sections:

> 2. Use License; Forte grants the Merchant a non-exclusive and nontransferable license to access and use the services contracted for under this agreement. Nothing in the Agreement shall be construed to provide merchant with a license of any third-party proprietary information or property.

3. Ownership; All computer programs, trademarks, etc. and other proprietary rights in or related to Forte's products and services (the Proprietary Property) remain the sole and exclusive property of Forte.

4. Transaction Processing Services; Forte shall accept transactions on a 24-hour basis. They may impose a cap on the number or dollar amount of transactions it will process for the merchant. The merchant is responsible for communicating with Forte's Host Processing System to receive daily reports and/or transaction results files. Forte is under no obligation to transmit this data to merchant. Forte will make reasonable efforts to reverse, modify or delete a transaction at a merchant's request. Merchant acknowledges that once a Transaction is submitted to the applicable Transaction Network, it cannot be modified or deleted. Forte may reject, delay or return any transaction without prior notification to the merchant for any reason permitted or required under any applicable rules, regulations or if it has reason to believe the transaction is fraudulent. Forte shall have no liability to merchant by reason of the rejection, delay or return of any such transaction. Forte shall make available to merchant details related to any such transaction and Forte may retransmit a returned or rejected transaction at merchant's request, but shall have no obligation to do so.

5. ACH Processing Services; Forte shall use information provided by the merchant to send the merchant's ACH transactions to the ACH Network on the merchant's behalf. Debit entries will first originate through Forte's ODFI (Originating Depository Financial Institution) to the ACH Network for withdrawal from the Receiver's account. All funds collected on behalf of the merchant will be transmitted to a custodial account located with Forte's ODFI and scheduled for settlement to the merchant. Each credit entry/transaction will be submitted to the end-of-day settlement process and then schedule each transaction for origination. On the date scheduled, each credit transaction is then originated through Forte's ODFI to the ACH Network for deposit to the Receiver's account.

6. Account Verification and Authentication Services; Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by the merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement; (ii) shall be used solely for the intended use as stated by the merchant; (iii) the merchant will follow proper procedures for adverse action notification to its customers and (iv) the merchant acknowledges it has implemented security measures to prohibit unauthorized access to the information provided.

10.2 Forte's Confidentiality; In performing its duties, Forte will comply with all applicable Federal and State Regulations relating to privacy and security of nonpublic consumer financial information, including requirements under Gramm Leach Bliley Act, the NACHA Rules and PCI Data Security Standards.

10.3 Exceptions; this section 10 will not apply to confidential information that (i) was already available to the public at the time of disclosure, etc…

16. Forte Service Policy; Merchant acknowledges and understands that Forte does not warrant that the services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control.

The taxpayer also provided various flow charts. They show in relevant part:

- For ACH processing (Bank Accounts/Checking Accounts):
  - Consumer swipes at the Merchants' POS, the transaction enters Forte's Bank Account and system, then it goes through Forte's Bank, then it goes to the ACH Operator (The Fed or The

Clearing House) then it goes to the Customer's Bank and finally deposited into the Merchant's account after 3 days.
    - It can reverse when there's a denial of payment to the Merchant.
- For Credit Card Processing:
    - Consumer swipes at the Merchants' POS, the transaction enters Forte's Bank Account and system, then it goes through the Credit Card Processor, then it goes to the Customer's Issuing Bank or Credit Card and finally deposited into the Merchant's account after 3 days.
    - It can reverse when there's a denial of payment to the Merchant.

Sample invoices were provided and they show the various separately stated fees as charged to its customers.

In support of his determination the auditor cites the following:

Section 151.0101(a)(12) which enumerates data processing services as a taxable service.

Section 151.0035 which states, in relevant part, that data processing services includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production and other computerized data and information storage or manipulation. Data processing service also includes the use of a computer or computer time for data processing whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service.

Rule 3.330 (a)(1), in relevant part, which defines data processing services as the processing of information for the purpose of compiling and producing records of transactions, maintaining information and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer.

Comptroller's Tax Publication 94-127, Data Processing Services are Taxable, August 1997 which states that data processing is a service performed with a computer using the customer's data. Entering, storing, manipulating, or retrieving a customer's data is taxable. It also states that if more than 5 percent of your fee represents taxable services, your total charge is taxable unless you separately show the charges for taxable and nontaxable services.

Hearing 105,009 (201208599H) and Letter Ruling 200204018L. These are not analogous to the disputed transactions, therefore they will not be considered.

The supervisor adds that in reading the taxpayer's research, she thinks the flaw is that they (the taxpayer) are not reading the part that says the company that is actually doing the processing is providing a taxable service to the credit card companies, financial institutions, etc.

Subsequent to our meeting the auditor provided a summary listing of the customers included in the audit adjustments. Included are:

- retailers,
- service providers (including medical service providers),
- other ACH service providers,
- payment processors,
- customers identified as ATM customers,
- cash net providers (western union, money gram and money order service providers),
- check cashing service providers,

- churches,
- municipalities,
- utility service providers,
- payroll service providers, and
- fitness clubs and the like.

The auditor also provided the population base from which the adjustments were derived. All transactions are characterized as Transaction Type = CCD (credit card or debit card) and Description = ACH fees.

Taxpayer Position

The taxpayer enters into agreements with merchants to provide transaction processing services that include;
- ACH,
- Credit and Debit Card processing,
- account verification, and
- customer identification to its customers that are engaged in selling goods or services.

The taxpayer explains that the process involves verifying or receiving authorization that the customer's payment is valid. Ultimately, the purchaser's account is debited for the transaction amount and the merchant's bank account is credited for the same amount.

The taxpayer contends that the point of sale (POS) payment solutions they provide do not fall within the category of taxable services as set out in Section 151.0101.

The taxpayer also contends that these services are financial transactions that capture a customer's purchase transaction at the merchant's POS reader and then processed either immediately or at the end of the business day.

The taxpayer asserts that their services and processing of ACH transactions are similar to banking or credit card processing services. They also assert that the Comptroller's office has historically treated banking services and credit card processing services as services that do not fall within the category of taxable services set out in Section 151.0101.

In support of their contentions and assertions the taxpayer cites the following:

> Letter Ruling (STAR) 9012L1089F04 responds to a taxpayer who provides merchant credit card processing services to its customers, which include banks and other entities located throughout Texas and the United States.
>
> > The merchant credit card processing service is a function in which the merchants' credit card charge sales are processed by the taxpayer through the MasterCard/ Visa system. The taxpayer contracts with an outside processing company for all data processing which pertains to the processing of the credit card services. The data processing consists in part of maintaining detail for credit card transactions and compiling reports for each account. The outside processing company also receives the credit card deposit slips from the authorized banks which handle the merchants' accounts and processes the information from the deposit slips. The information is then transmitted directly to MasterCard and Visa. MasterCard and Visa remit the payment to the third party processing company which then remits it to the taxpayer. The taxpayer distributes the funds to the appropriate merchants' account and charges a fee at the end of the month. The taxpayer is acting in a capacity in which it is collecting the merchant's receipts from MasterCard and Visa, and distributing the money to the merchants. The third party

processing company charges the taxpayer for maintaining and updating these accounts on a continual basis. This charge is based on a per item basis. The taxpayer charges the merchant an end-of-month fee for the credit card processing services, which is calculated either by a percentage of credit card sales or a per credit card transaction. This lump sum fee is comprised of overhead charges, authorization services, account maintenance, chargebacks, deposit correction notices, wire transfer fees, warning bulletins, assessments and interchange. The interchange charges are charges from MasterCard/Visa to the third party processing company to the taxpayer who then passes those charges on to the merchant. There is no mark-up to the merchant. However, some customers receive separately stated changes for some items instead of a lump-sum billing. The authorization services are a required procedure which must be followed by the merchant in order to guarantee payment from the taxpayer. There are three types of authorizations which are used: voice authorizations, audio response unit authorizations or point-of-sale authorizations. Voice authorizations are provided through the third party processing company. The other authorizations are through other outside vendors.

The Letter Ruling determined that the end-of-month fees (percentage of credit card sales or per-credit card transaction) charged by the taxpayer to the merchants would not be a taxable service. Credit card processing services are not included in the definition of taxable services as contained in Section 151.010.

The Letter Ruling also determined that the taxpayer is the consumer of all taxable items including the data processing services purchased from the third party processing company.

The Letter Ruling further determined that the authorization services required to be used by the merchants is not a credit reporting service and not taxable.

Hearing 35,785 (STAR 9704223H)

The Petitioner contended that its purchases from Company ABC (Subcontractor) to handle the verification and processing of credit card transactions between Merchants and their bank customers were nontaxable either because they were resold or should have been allocated to other states under the multi-state use exclusion provided in Rule 3.330 (f).

Petitioner was in the business of soliciting and marketing credit card arrangements from and to qualifying retailers ("Merchants"). Petitioner acted as an Independent Sales Organization ("ISO") on behalf of credit card companies such as MasterCard and Visa. Petitioner contracted with banks to locate Merchants who qualify for and are willing to work with the banks' credit card programs, and then to get those Merchants to enter into credit card contracts with the banks.

Petitioner provided the following services to its customer banks:

(a) identification of Merchants who might qualify for use of credit card arrangements;
(b) negotiation of arrangements between Merchants and customer banks;
(c) installing at Merchant's sales locations equipment, such as terminals and printers, for handling credit card transactions;
(d) training Merchant's employees in the handling of credit card transactions;
(e) monitoring the performance of Merchants under the credit card arrangements, and
(f) assisting customer banks in resolving disputed or charged-back credit card transactions.

In addition, as part of the services it provides to its customer banks, the Petitioner arranged with a subcontractor for the verification and processing of credit card transactions between Merchants and their

customers who wish to pay by credit card. The Subcontractor charged the Petitioner for the following services it provided:
a. authorization - determining and informing Merchant that a credit card customer has sufficient credit to cover a specific purchase request,
b. decline - determining and informing Merchant that a credit card customer does not have sufficient credit to cover a specific purchase request. This would also cover a determination that a specific credit card is not valid or the use of the credit card is not valid.
c. capture - after authorization, keeping up with and accounting for each specific transaction.

The Administrative Law Judge (ALJ) noted that with respect to its customer banks, the Petitioner solicited Merchants with an ultimate goal of having the Merchants enter into credit card arrangements with the customer banks. The Petitioner provided services ranging from soliciting Merchants to processing individual credit card transactions.

The ALJ concluded that the Petitioner provides a nontaxable service to its customer banks. The processing of credit card transactions is taxable data processing; however, it is merely a part of the overall nontaxable bundle of services the Petitioner provides.

Therefore, the Petitioner cannot make tax free purchases of the Subcontractor's taxable data processing services that it consumes in the performance of its nontaxable services.

Letter Ruling 9608L1434B02 discusses a taxpayer that charged subscribers for accessing their database to verify checks at the point of sale.

The taxpayer maintains a database and charges a fee based upon each "hit" against the data (information retrieved). The Letter Ruling determined that this is a taxable information service per Rule 3.342. The Letter Ruling also informed the taxpayer that "check authorization and purchase" or "check guarantee services" have been determined to be nontaxable services. These services charge a monthly rate or a per check rate to actually guarantee that checks are valid. These service providers authorize the acceptance of checks by merchant-subscribers and will purchase any dishonored checks from the merchants.

Letter Ruling 9706530L was cited but is not analogous to the transaction in dispute, therefore it will not be considered.

During the field work, the auditor requested that the population base be broken down by fees charged. The taxpayer informed the auditor that this task was very involved and would take a great amount of time and effort to accomplish. In lieu of the auditor's request, the taxpayer and auditor reviewed the population base and agreed on certain deletions which resulted in the auditor's population base of Net New Fund totaling $2,473,000.92 (the total amount for entered adjustments).

Subsequent to our meeting the taxpayer provided a Summary of Fees Charged by Invoiced Code for the audit period. It shows:

Grand Total for all Fees of $2,847,773.96 vs. Totals by Year, which total $2,910,046.90.
At audit management discretion, these amounts may be reconciled to the auditor's population base to affirm that the Summary of Fees Charged by Invoiced Code is complete.

The taxpayer also clarified that they ping their internal database to validate routing and account numbers. They also use 3rd party vendors in order to perform their services.

IAR's Recommendation: Issue #1: The IAR recommends the auditor's adjustments remain in the audit.

Forte provides transaction (or payment) processing services to a variety of merchants, including retailers, service providers, medical service providers, other automated clearing house (ACH) service providers, cash net providers (such as Western Union and Money Gram) and check cashing services. These transaction processing services include: capturing purchasers' transactions at the customer's point of sale reader; performing account verification and purchaser identification – confirming that the purchaser's payment is valid; and processing those purchase transactions, either immediately or at the end of the business day. Ultimately, the purchaser's account is debited for the transaction amount and the merchant's bank account is credited for the same amount.

In performing this service, Forte compiles and produces records of transactions and maintains information about transactions. Merchants using Forte's service may communicate with Forte's Host Processing System to receive daily reports and transaction files from Forte.

To process a transaction or payment, Forte performs "data retrieval, data search, information compilation . . . and other computerized data and information storage or manipulation," as described in Tax Code §151.0035. Forte also processes information for the purpose of compiling and producing records of transactions and maintaining information. Forte is providing a taxable data processing service.

Hearing 35,785 (STAR 9704223H)is directly on point.

> In that hearing, the claimant subcontracted the verification and processing of credit card transactions between merchants and their customers. The subcontractor provided the following services: authorize (determine and inform merchant that a credit card customer has sufficient credit to cover a specific purchase request); decline (determine and inform merchant that a credit card customer does not have sufficient credit to cover a specific purchase request); and capture (after authorization, keeping up with and accounting for each specific transaction). Forte provides similar services to its customers, such as verification that a customer has sufficient credit to purchase an item.
>
> The Comptroller's Decision held that the subcontractor's services constituted taxable data processing. The decision states, "the processing of credit card transactions is taxable data processing, however, it is merely a part of the overall nontaxable bundle of services claimant provides. Therefore, claimant cannot make tax free purchases of the subcontractor's taxable data processing services that it consumes in the performance of its nontaxable services." Like the subcontractor in this hearing, Forte is processing transactions and payments and is providing a taxable data processing service.

The facts in Forte's audit are distinguishable from the facts in the *Checkfree* case. *See Hegar v. Checkfree Services Corp.*, No. 14-15-00027-CV (Tex. App. – Houston, April 19, 2016, no pet.).

> Checkfree sold electronic bill pay software to banks. Account holders at the banks could use the Checkfree software to make electronic payments to third-party merchants.
>
> The Court of Appeals relied on the following specific findings of fact by the trial court to conclude that the electronic bill payment service Checkfree provided was a professional service that could be distinguished from data processing:
>
> - Bill pay service is a professional service requiring accredited or certified professionals across several areas including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting.

- Approximately 20 percent of the time, Checkfree issued written checks from its own corporate account to merchants on behalf of account holders.
- CheckFree employs over 3,000 associates and professionals necessary to facilitate the bill pay service.
- These professionals are not a minor part of the bill pay service delivery; instead, they are the "secret sauce" of the service.
    - These professionals manage the actual bill pay process and make decisions at multiple stages of the bill pay process.
    - These professionals are responsible for critical monitoring and detection of fraud, money laundering, and other financial risks.
    - These professionals are also responsible for compliance with complex government regulations.
    - A team deals with errors and other customer service issues that arise after bill payment occurs.
- The functions or activities that are incidental to the bill pay service, such as, invoices, reports, and customer service, are not the service that CheckFree sells to the financial institutions.

Unlike CheckFree, Forte has not shown that its customers are purchasing a professional service. Forte contracts with its customer to perform transaction processing services. In performing this service, Forte processes information for the purpose of compiling and producing records of transactions and maintaining information. Forte is providing taxable data processing.

Tax Dispute Division Position (Agree): David Dunn **Date: November 28, 2016**

Taxpayer Contacted Name: Gilbert Zamora **Date: November 28, 2016**

TEXAS TAX GROUP

A TEAM OF FORMER TEXAS COMPTROLLER STATE TAX AUDITORS IS YOUR BEST DEFENSE!

June 3, 2014

Texas Comptroller of Public Accounts
Audit Division
111 E. 17th Street
Austin, TX 78774-0100

VIA EMAIL

RE: **FORTE PAYMENT SYSTEMS, INC.**
Taxpayer Number: [redacted]
Sales and Use Tax Audit
Audit Period: January 1, 2009 through December 31, 2012

REQUEST FOR REDETERMINATION HEARING – STATEMENT OF GROUNDS

To Whom It May Concern:

FORTE PAYMENT SYSTEMS, INC., herein referred to as the Petitioner, requests a Redetermination Hearing for the Sales and Use Tax Audit conducted for the period of January 1, 2009 through December 31, 2012. Petitioner, FORTE PAYMENT SYSTEMS, INC., requests that the Comptroller redetermine the Sales and Use Tax liability due to the following contentions.

HEARINGS CONTENTIONS:

CONTENTION #1 – EXAM 100 ADJUSTMENTS: PAYMENT PROCESSING IS NOT A TAXABLE 'DATA PROCESSING' SERVICE:

ELECTRONIC PAYMENT PROCESSING SERVICES – NOT TAXABLE

Petitioner contends that none of its electronic payment processing services (i.e., retail and POS payment solutions) found in Exam 100 constitute any of the services that are defined as taxable data processing services under Section 151.0101(a)(12), 151.0035 or 34 TEX. ADMIN. CODE Section 3.330(a)(1).

EXHIBIT 2

Data processing services are enumerated as taxable services in TEX. TAX CODE ANN. Section 151.0101(a)(12). The statutory definition of data processing services appears in TEX. TAX CODE ANN. Section 151.0035, which states that data processing services "includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production . . . and other computerized data and information storage or manipulation." Data processing service "also includes the use of a computer or computer time for data processing whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service.

Under the jurisdiction given to the Comptroller by TEX. TAX CODE ANN. Section 151.0101(b) to interpret the scope of taxable services, the Comptroller has adopted an administrative rule to further define and clarify what constitutes data processing.

34 TEX. ADMIN. CODE Section 3.330(a)(1) states in relevant part: Data processing services - the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer. Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks. Data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns . . . .

Petitioner contends that its payment processing services in essence are a wholly nontaxable service and that the use of a computer is only incidental to the non-taxable service or a means by which those services are performed.

It is contended that the auditor has misunderstood the nature of the Petitioner's sales and has classified them as 'electronic bill payment services'. It should be noted that for the adjustments in question (Exam 100 – Disallowed Deductions) the Petitioner did not provide financial management services, such as determining whether bills should be paid, the portion to be paid, or the order of priority.

CREDIT CARD BILLING AND COLLECTION SERVICES – NOT TAXABLE

The facts found in a Taxability Response (TR) dated December 15, 1995 (STAR Document No. 9512T1384E03) also support a conclusion that all Exam 100 adjustments are non-taxable. This document was issued by then Director of Tax Policy Wade Anderson and Audit Division Manager Harold Lee and found that the taxpayer was performing a non-taxable service. The (TR) concluded that full-service charge account billing, collection, and financial management services (i.e., credit card billing and collection services) are non-taxable. In this instance, the taxpayers performed professional services that were found to be separable from any data entry, data retrieval, computerized business accounting, or other activities that constitute taxable data processing.

In particular the above-mentioned Taxpayer performed the following services:

- sends acceptance letters and customer agreements to merchants' customers;
- accepts account information from merchants to convert existing charge accounts to Taxpayer's system;
- maintains, updates, and provides merchants a master account list that includes the names, addresses, phone numbers, and account numbers for all charge accounts;
- provides weekly settlement services; i.e. Taxpayer sends cash to each merchant for the previous week's sales. If a customer allows his account balance to become more than 30 days past due, the amount previously funded is charged back to the merchant or withheld from the next settlement.
- establishes an interest-bearing reserve fund based on a merchant's total receivables that serves as security for funding the receivables;
- provides merchants with weekly settlement reports advising merchants of the status of all charge accounts;
- uses information captured from the point-of-sale terminal transmissions to generate and mail customized laser-printed account statements to the merchants' customers;
- receives customers' payments and updates merchants' files to show payments received; and
- provides merchants with weekly management information that includes transaction logs, payment registers, charge sheets, account aging, customer store recaps, and master account lists.
- Taxpayer deducts 3 to 5 percent from each week's settlement as its compensation. The percentage is based on the agreement with each merchant.

TRANSACTION FEES – NOT TAXABLE

In STAR document number 200305870L dated May 1, 2003 and titled "Subject: PULSE ATM fees" the agency determined convenience fee, foreign ATM fee, and interchange fee are not taxable.

This Letter Ruling states in part that: *"The schedule provides that "transaction fees" are Pulse interchange fees paid to ATM owners for the use of their machines by foreign cardholders. As noted above, interchange fees are not taxable. Switch fee is another fee noted under the heading of "Pulse ATM Fee" in the "1997 Pulse Membership Fee Schedule. "It is our understanding that Pulse operates a processing facility that enables cards issued by one of its member financial institutions to be accepted at ATMs of other members. Pulse Switch is a cluster of computers and software that routes electronic messages among terminals and its member banks. When a cardholder wants do an ATM transaction and inputs the necessary information, the ATM forwards this information to a terminal. If the cardholder's bank is connected to that terminal, then the cardholder's bank uses its own records to verify whether there is sufficient money in the account and sends back information electronically (i.e., authorization or denial) to the ATM. No switch occurs, and no switch fee is collected.*

However, if the cardholder's bank is not connected to that terminal, then the switching system is used to forward the request to the data terminal to which the cardholder's bank is connected. The response (authorization or denial) of the cardholder's bank will follow the same route in return. When the switch system is used to forward the data to where it needs to go, a switching fee is collected by Pulse from the cardholder's bank. This finding is consistent with the statement in the "1997 Pulse Membership Fee Schedule" that states Switch Fee is paid by the card-issuing financial institution and applies "only if the Pulse switch is used to relay transactions between Processors." Pulse uses the term "processors" to mean a bank or firm that holds the cardholder's account records for handling EFT transactions. The transmission from ATM to terminal to bank is typically done through a telephone line."

MANAGEMENT SERVICES RELATED TO STUDENT LOANS – NOT TAXABLE

In STAR Document 200109442L dated September 6, 2001 (Letter Ruling) then Director of Tax Administration Jesse Ancira found that the taxpayer, for the most part, was providing nontaxable services. Those services involved student loans and included approving loan applications, responding to and assisting with daily inquiries from loan applicants, disbursing loan proceeds, updating accounts, and providing lenders with reports, documentation, data files and correspondence. Mr. Ancira found that the facts were similar to those found in Taxability Response, Accession No. 9512T1384E03 (December 15, 1995). Again it was concluded that the essence of the transaction was not the provision of a data processing service. Accordingly we contend that the Petitioner's services also do not cross the 'data processing' threshold.

MIXED TRANSACTIONS THEORY – NOT APPLICABLE

The Petitioner intends to refute any suggestion that the disputed adjustments (Exam 100) involved a mixed transaction involving both taxable and non-taxable items. There are no separately, readily identifiable elements of value to render the essence of the transaction test

inapplicable such as found in HEARING NO. 36,311 - STAR Document 200409879H. In Findings of Fact No. 12 the Staff (Hearings Attorney – Elias Lorenzana) agree to delete, prior to hearing, all adjustments related to "Payments Processed," "Transactions Processed," "Full Applications Processed," "Pre-Approved Applications Processed," "Batch Applications Processed," and "Special Applications." Administrative Law Judge JOE GRECO concurred.

WIRE TRANSFERS – NOT TAXABLE PER 'BOB BULLOCK' LETTER RULING

In STAR Document 8810L0897G02 dated October 7, 1988 (Letter Ruling) then Comptroller of Public Accounts Bob Bullock issued the following statement:

"I had my Tax Correspondence people look into your inquiry concerning taxability of wire transfer services to customers. They tell me the following. We have reconsidered our position that wire transfer services are telecommunication services. Based on the additional information you provided, the wire transfer services are not taxable to the bank customers".

It should be noted that no mention was made of wire transfer services being taxable as a data processing service. We contend that this finding does support our general contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

MONEY ORDERS AND WESTERN UNION FUNDS TRANSFERS

In STAR Document 9001L0975C13 dated January 10, 1990 (Letter Ruling) Tax Policy issued the following statement:

Money orders - This charge is not taxable.
Western Union fund transfers - The charge to the customer for intrastate or interstate electronic funds transfers is not taxable. The provider of these services owes tax on any taxable items, including the line charges, used in providing the service. Other telegram or telegraph services are taxable telecommunications services.

Although this document has been superseded it is our contention that the taxability of the money order and Western Union Fund Transfers found in the Letter Ruling has remained unchanged and as such would support the contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

In STAR Document 8806L0878B14 dated June 2, 1988 (Letter Ruling) Tax Policy issued the following statement:

Thank you for your letter concerning the taxability of your money order service. The sale of money orders is a nontaxable service. As the provider of a nontaxable service, you must pay sales or use tax on all taxable items, including taxable services, used to provide the service.

This includes the money order dispensing machines, the blank money order forms, and the telephone equipment and service.

I will need to see a copy of the contract you plan to use to set up money order machines in supermarkets and convenience stores. Based on the information provided in your letter, it appears that you may be considered the seller of the money orders to the final consumer. The supermarkets may be either acting as your agents in providing the service or contracting with you to provide a nontaxable service for the supermarkets' customers.

In either case, the final consumer or purchaser of the money order does not owe sales tax when he pays for the money order. As I said previously, the provider of the service owes tax on all taxable items used to provide the service.

ELECTRONIC BILL PAYING SERVICES – TAXABLE BUT NOT APPLICABLE

In STAR Document 201208599H - CPA HEARING NO. 105,009 it was found that the Petitioner was engaged in providing taxable 'electronic bill payment services'. Reference is made to this Hearing Decision to show precisely what other loosely related 'financial' activity constitutes taxable data processing and by definition where the 'line is drawn'. It is contended that this decision supports the Petitioner's position that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

In this hearing Judge Alvin Stoll found that the financial electronic commerce products and services provided by the Petitioner were taxable data processing services. The transactions in dispute primarily related to Petitioner's electronic bill payment services that were provided to three of its clients who were banks or financial institutions. Petitioner provided the software and services that enabled the customers of the financial institutions to make electronic payments from their accounts.

The judge stated that: *"Pursuant to the agreement, Petitioner provided an electronic bill payment service to COMPANY D's customers (the users). [ENDNOTE: (1)] By means of the electronic bill payment service, the users could initiate and authorize payments from their accounts to selected payees. The users were approved and enrolled by Petitioner, and Petitioner conducted a standard credit screening. COMPANY D was responsible for obtaining user authorizations. Petitioner agreed to execute the delivery of all payments as instructed by the users, except for certain exceptions, such as incorrect instructions or insufficient funds. Petitioner determined the method of payment, using the Automated Clearing House Network, the MasterCard system, or other designated means. In some instances, Petitioner was authorized to issue a paper draft drawn on the user's account. Petitioner provided COMPANY D's users an electronic payment system that offered bill delivery and payment features and functionality. Petitioner provided COMPANY D a dedicated connection through a frame relay network, which was owned and implemented by Petitioner. Petitioner monitored and supported the network hardware, software,*

networking, and mainframe applications. Petitioner monitored the connectivity of the network at all times and provided the client a report of any outages. Petitioner prepared weekly and monthly reports that contained detailed information regarding the users and payments that were processed during the report period.

ELECTRONIC FUNDS TRANSFERS – NOT TAXABLE

In STAR Document 9512L1392D08 dated December 20, 1995 (Letter Ruling) Tax Policy issued the following statement (see below) which affirm that electronic funds transfers are not taxable. It is the Petitioner's position that this decision supports the contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

Thank you for letter of December 11, 1995, about your Texas sales and use tax responsibilities for the services you will provide.

The local bank drafting business is a new business industry. Your firm contracts with other companies to draft their customers' checking accounts for the recurring fees they collect from their customers each month. The new business is similar to electronic fund transfers. Instead of transferring funds electronically, your firm prints a paper draft. This paper draft looks just like a check you would write except it has no signature. It is pre-authorized by the customer and states that on the draft.

*The process used for this is as follows: Your firm contracts with ********** (as an example) to draft its customers wishing to take advantage of this service. ********** then obtains the customer's permission along with the required information for you to draft the customer's account (bank name, account number, routing number, etc.). ********** then gives that information to your firm, plus, information as to when the first draft will be due, the amount of the draft and how often you will draft the customer. You enter the information into your software system. When the due date occurs, your company prints all the drafts due on this date and delivers them to **********. ********** then pays your firm for your service until the next scheduled draft date.*

The fee paid to your firm for the drafting service is not taxable. However, as the provider of a non-taxable service, your firm is required to pay sales tax on all taxable items (tangible personal property and taxable services) bought for use in providing this service.

ELECTRONIC FUNDS TRANSFER – NOT TAXABLE

The Texas Comptroller itself requires the use of Electronic Funds Transfers as found in Electronic Funds Transfer (EFT) as found in STAR Document 200101980L dated January 8, 2001. The documents states that:

Taxpayers must call in tax payment information (ACH transaction) to TEXNET no later than 6:00 p.m. (Central Time) on the business day before the due date. When the due date falls on a weekend or holiday, the ACH transaction must be made no later than the business day before the weekend or holiday.

It is the Petitioner's position that this document supports the contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

PULSE ATM FEES – NOT TAXABLE

In STAR Document 200305870L dated May 1, 2003 (Letter Ruling) Tax Policy issued the following statement (see below) which affirms that 'electronic fund transfer switching systems' are not taxable. It is the Petitioner's position that this decision supports our contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable. The documents states in part that:

The agency determined convenience fee, foreign ATM fee, and interchange fee are not taxable. Although STAR document, Accession No. 200206165L deals with Independent Sales Organization, the part of the memo dealing with "other ATM charges" is applicable to everyone and is also consistent with STAR document, Accession No. 9706530L.

The accounts at issue in your audit are broadly identified as "transaction fees", "connection fees", "maintenance fees" and "other fees." The schedule provides that "transaction fees" are Pulse interchange fees paid to ATM owners for the use of their machines by foreign cardholders. As noted above, interchange fees are not taxable.

CONTENTION #2 - WAIVER OF INTEREST: Petitioner requests a waiver of the Interest, becuase the audit is incorrect. Also any accrued interest due to the time taken to fix the audit should not be assessed to the Taxpayer.

CONTENTION #3 - WAIVER OF 10% PENALTY: Petitioner requests a waiver of the regular Penalty because the audit results are incorrect.

CONTENTION #4 - SETTLEMENT: Petitioner requests either a non-interest bearing payout agreement on the final Amended gross audit liability or a Lump Sum payment with waiver of penalty and interest.

FORTE PAYMENT SYSTEMS, INC.
TP#[redacted]
Sales and Use Tax Audit

June 3, 2014

Enclosed please find a Limited Power of Attorney signed by FORTE PAYMENT SYSTEMS, INC. If you have any further questions you may contact me at 281-788-5879. Thank you for your consideration of this request.

Sincerely,

Dino Marcaccio

Dino Marcaccio, President
TEXAS TAX GROUP, INC.

9950 Westpark Dr, Ste 430
Houston, Texas 77063
Cell: 281-788-5879, Fax: 877-866-4715
Email: Dino@TexasTaxGroup.com

MUNSCH HARDT
DALLAS / HOUSTON / AUSTIN

Ross Tower
500 N. Akard Street, Suite 3800
Dallas, Texas 75201-6659
Main 214.855.7500
Fax 214.855.7584
munsch.com

Direct Dial 214.855.7508
Direct Fax 214.978.4342
jdunn@Munsch.com

July 17, 2017

Ms. Kathy Pickup
Assistant General Counsel
Administrative Hearings Section
General Counsel Division
Texas Comptroller of Public Accounts
Stephen F. Austin Building
1700 N. Congress Ave., Suite 320
Austin, Texas 78701-1436

Re: Forte Payment Systems, Inc. - Taxpayer Number [redacted], Hearing No. 114,277

Dear Ms. Pickup:

Thank you again for taking time with J.D. Bostick to meet with me, Gilbert Zamora, and (by phone) Jeff Kump, at your office on June 19. Pursuant to our discussion I am providing this written summary of our position on the referenced matter.

Forte Payment Systems, Inc. ("Forte")[1] sells ACH payment processing and debit/credit card payment processing services to merchants as its core business model.[2] These services require Forte to underwrite merchants and monitor their payments for fraud and other liability risks because Forte assumes all risks associated with these payments. Skilled employees are required to operate and manage the services using proprietary software. Accordingly, the essence of these services is more than computerized compilation and production of records of transactions, maintaining information, or entering and retrieving information. These services are professional services requiring the skill and knowledge of all 117 employees (the number of Forte employees during the audit period), many of whom were also certified or accredited, and the use of proprietary software that is neither sold nor licensed to Forte's customers. As such, it is our position that Forte is not using computers to facilitate a "data processing service" and therefore its services are not subject to Texas sales tax.

The Comptroller's auditor concluded that Forte's ACH payment processing services were taxable "data processing services" as defined by Section 151.0035 of the Texas Tax Code and 34 Texas Administrative Code § 3.330(a)(1) because he saw employees entering data in computers, but he also concluded that Forte's card payment processing services were not taxable. Following the auditor's Exam 100 adjustments, the Comptroller received a request for redetermination hearing and statement of grounds from Forte submitted by the Texas Tax Group dated June 3, 2014. The statement of grounds relied on various private letter rulings in support of the position that Forte's services were not taxable data processing services. On October 16, 2014, a conference was held

[1] During the audit period (January 1, 2009 to December 31, 2012), Forte's legal name was ACH Direct, Inc. The name was changed to Forte in 2013. To avoid confusion this letter will refer to the company as Forte.

[2] Government entities are also customers of Forte, but the same risks apply to processing payments on behalf of government entities as to retail merchants.

EXHIBIT
3

between Forte (with Jeff Kump) and the Comptroller in which Mr. Kump provided additional details concerning Forte's business and services. No further response from the Comptroller was received prior to the judicial ruling in *Hegar v. CheckFree Services Corp.*, 2016 WL 1576414, Tex.App.-Hous. (14 Dist.), April 19, 2016, which held that a "bill pay service" provided by CheckFree on behalf of its bank customers was not a data processing service taxable under Texas law. The *CheckFree* decision provided additional and direct support for Forte's position that neither its ACH payment processing services nor card payment processing services were taxable data processing services under Texas law because the principles and facts of that case were directly applicable to Forte's business. This was brought to the Comptroller's attention by the Texas Tax Group.

Subsequent to the *CheckFree* case, Forte received from the Comptroller an Independent Audit Review Report ("IARR"), dated November 28, 2016. We were surprised to see that the IARR affirmed the auditor's conclusions by relying on the auditor's observation that employees were seen entering data in computers, a conclusion the Court in *CheckFree* expressly rejected as determinative. This letter will discuss Forte's business and the principles in *CheckFree* in some detail to help clarify how Forte's business falls squarely within the parameters of the *CheckFree* case.

1. Description of Forte's ACH payment processing service.

The ACH Network is an electronic network used in the United States for financial payments. The network processes large volumes of credit and debit entries to bank accounts in batches. ACH credit transfers include direct deposit, payroll and vendor payments. ACH debit transfers include payments made to merchants by their customers or payments of fees and taxes to governments. The ACH Network is governed by private rules enforced by the National Automated Clearinghouse Association ("NACHA") and referred to as the NACHA Operating Rules ("NACHA Rules").[3] In addition, certain federal laws such as the Electronic Fund Transfer Act (and its corresponding "Regulation E") and laws relating to the Office of Foreign Asset Control ("OFAC") routinely apply to ACH payments.

Forte operates as a "Third-Party Sender" under the NACHA Rules. A Third-Party Sender is a third party service provider that acts as an intermediary in transmitting ACH debit and credit entries on behalf of Originators (Forte's merchant customers) to the Originating Depository Financial Institution ("ODFI"), which in turn sends the entries into the ACH Network for settlement. The parties whose accounts are credited or debited are called "Receivers," and their banks are called Receiving Depository Financial Institutions ("RDFIs"). The Third-Party Sender therefore acts on behalf of Originators in sending ACH entries to its ODFI or may itself originate ACH entries and send them to its ODFI. Accordingly, merchants engage Forte to process payments that they originate and/or payments originated by their customers to make payments to the merchants. Forte is able to process the payments into the ACH Network as a consequence of its contracts with one or more ODFIs. What sets apart Third-Party Senders from other service providers is that Forte's merchant customers do not have a direct contractual relationship with the ODFI that sends their ACH entries into the ACH Network. As such, Third-Party Senders are exposed to numerous risks and liabilities that other types of payment service providers are not assuming.

To address this risk and liability, Third-Party Senders must perform mandatory due diligence and prudent underwriting when on-boarding merchants and then monitor payments for fraud and other

[3] For a copy of the NACHA Rules and further explanation of the ACH Network, see https://www.nacha.org/rules

risks throughout the payment process. This requires a highly skilled staff capable of obtaining and evaluating information about merchants before they are on-boarded as customers and then monitoring transactions after on-boarding and making prompt decisions when problems are discovered. Forte, for example, assumes substantial credit risk (i.e., Forte must use its own capital to cover chargebacks from unauthorized ACH debit transactions and unreimbursed ACH credits originated by its merchant customers), operational risk (i.e., the software technology must work properly 100% of the time, and a professional team must be constantly monitoring payments transactions), and compliance and legal risk (see below) as a Third-Party Sender. A complete description of these risks is beyond the scope of this letter, but as an example, under Subsection 2.15.2 of the NACHA Rules, a Third-Party Sender is required to warrant to its ODFI that its Originators (its merchant customers) have agreed to assume the responsibilities of an Originator under the NACHA Rules (e.g., obtaining proper payment authorizations from customers). When the merchant fails to comply, the Third-Party Sender indemnifies the ODFI from and against any and all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs that result from the violation. The Third-Party Sender is also required to make the same warranties that its ODFI makes under the NACHA Rules to the ACH Operator (the Federal Reserve) and RDFIs, and assumes liabilities under its contractual relationships with its ODFIs for all entries originated by Forte and its customers.

In addition, the NACHA Rules require each Third-Party Sender to perform the same requirements imposed on its ODFI under the NACHA Rules to the extent the Third-Party Sender performs any of those obligations, including monitoring the origination and return activity of its merchants across multiple settlement dates, enforcing restrictions on the types of entries that may be originated by the merchants, and enforcing, with respect to its merchants, exposure limits set by the Third-Party Sender or the ODFI, and warranting that it is legally able to perform those functions. In addition, the Third-Party Sender must agree to make payment to the ODFI for any credit entries it originates (regardless of whether the Third-Party Sender is reimbursed by the merchant customer who authorized the credit entries) and for any debit entries that are returned or "charged back" (regardless of whether the Third-Party Sender can recover the charged back debit from its merchant customer). The Third-Party Sender is also liable for the retention and delivery to the ODFI and each RDFI, as required by the NACHA Rules, of any records, documentation, or data regarding records of entry authorizations, copies of items, and copies of eligible source documents, even though those documents are obtained and held by the merchants. NACHA enforces the NACHA Rules with an extensive program of fines that can be assessed against ODFIs for the failures of their Third-Party Senders and Originators, all of which Forte would be required to pay through its mandatory indemnity of the ODFI when the fines are the result of merchant violations. The NACHA Rules coupled with Forte's contractual obligations with its ODFIs essentially mean that Forte assumes 100% liability for unpaid ACH credits, unreimbursed debit chargebacks, fraudulently submitted transactions by fraudulent merchants and/or customers, and NACHA fines attributable to its merchant customers regardless of whether Forte is at fault and regardless of whether Forte is able to obtain reimbursement from its customer who caused the liability.

The credit and debit card processing risks and liabilities imposed on Forte are nearly identical to the ACH risks and liabilities except that these risks and liabilities flow through the applicable card network rules (e.g., VISA and MasterCard) instead of the NACHA Rules, and from Forte's agreements with member service providers of card networks instead of ODFIs. Like the ACH payment

transactions, Forte contractually assumes 100% responsibility for fraud detection and other risks associated with card payments, including chargebacks.[4]

The liability risk has been further heightened by actions taken by the Federal Trade Commission ("FTC") and the Consumer Financial Protection Bureau ("CFPB") that attempt to hold ACH payment processors and card payment processors liable for the alleged illegal or wrongful acts of their merchant customers with respect to their business practices with their consumer customers. This liability is imposed by using broad "unfair and deceptive acts and practices" laws, in essence requiring ACH payment processors and card payment processors, like Forte, to act as "policemen" in the enforcement of consumer protection laws applicable to their merchant customers even though the same laws are not applicable to the payment processors. This controversial trend has imposed yet another layer of legal and compliance risk that requires Forte to vet and constantly monitor merchant customers and their payment transactions *even when the transactions are otherwise fully compliant with the NACHA Rules and applicable card network rules.*[5]

The broad scope of potential liability under the NACHA Rules, card network rules, federal regulatory compliance, and contractual liabilities (either to the ODFI with respect to ACH payments or member service providers in the card networks) coupled with constant vigilance with respect to software functionality, security and maintenance, requires Forte to employ professionals who understand this risk and liability and who are capable of properly underwriting prospective merchants, monitoring transactions, and performing critical software security and maintenance, fraud detection, and risk management throughout the life of the transactions. In addition, Forte's intellectual property professionals build analytical reports to aid in the discovery of anomalous payment transactions that pose technical and liability threats. These tools help alert Forte to critical decision-making that is required during the payment process when anomalous payment transactions are discovered. Forte simply could not operate this type of business without a highly skilled staff and proper software to power the business.

Although Forte made repeated efforts to fully educate the auditor, the IARR indicates a lack of sufficient knowledge or understanding of how the ACH payment processing service worked, the liabilities and responsibilities that are assumed by Forte, or how these factors were relevant to the essence of the service provided by Forte to its customers.

2. **Proprietary software powers Forte's payment processing service**

In reaching the conclusion that CheckFree was providing a "professional service," the Court in *CheckFree* pointed out that (a) CheckFree utilized an electronic delivery platform to facilitate the performance of its bill pay service, (b) CheckFree monitored and supported its software and hardware, and (c) the platform was not the service CheckFree sold or licensed to its customers (instead, the technology was part of the delivery platform for the service, "or the inputs that produce the service, but they are not the service"). Likewise, Forte utilizes its own proprietary software to facilitate the performance of its ACH payment and card payment processing service and constantly monitors and

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[4] In 2015, MasterCard audited Forte's risk management and network rules compliance.

[5] For a discussion of these trends, see http://www.electran.org/ocp/. The CFPB has also made similar allegations against both ACH and card payment processors. See https://www.consumerfinancemonitor.com/2015/04/09/why-the-cfpbs-new-lawsuit-resembles-operation-choke-point/

supports its proprietary software. Like CheckFree, the software is not the service Forte sells or licenses, but is instead part of the delivery platform for the service.

Jeff Thorness is the owner and founder of Forte which was formed in 1998. Before founding Forte, Mr. Thorness worked as a software developer for a card payment processor where he learned about the credit card industry and was first introduced to the ACH Network. With the idea of building an ACH payment processing company that would work in the same manner credit and debit card processing companies worked, Mr. Thorness left his position with the card processing organization in 1997 and spent roughly one year to develop the proprietary software that would be used to power Forte's business. This software was used during the audit period to perform Forte's ACH payment processing and card payment processing services and internally to perform underwriting, risk management and billing functions. The software was written from the ground up by Mr. Thorness using the Clarion Programming Language and subsequently upgraded by Forte's team of software developers.

The proprietary software program is the core of Forte's ACH payment processing and card payment processing business model. As such, Forte has taken a number of steps to maintain sole ownership and control over all of its software programs through contract restrictions and physical restrictions on use and integration. The proprietary software is a trade secret. Like CheckFree, Forte does not sell or license its software to its customers – instead, like CheckFree, it provides a non-exclusive and nontransferable license to access and use the payment processing services which Forte sells. Forte's retention of ownership rights is clearly set forth in Sections 2 and 3 of its merchant processing agreement as used during the audit period. A copy of a sample form agreement used during the audit period is attached as Exhibit A to this letter.

There is no substantive factual distinction between the proprietary software used to power CheckFree's business and the proprietary software used to power Forte's business. Even though CheckFree's proprietary technology was a critical factor in the Court's conclusion that CheckFree was not providing a data processing service, the IARR never mentioned this aspect of the case or acknowledged Forte's use of proprietary software in powering its payment processing business.

3. Forte utilizes professionals to manage and operate its ACH payment and card payment processing service

The Court in *CheckFree* relied on the fact that CheckFree employed "professionals" to manage and operate its business, thereby resulting in the description of the service as a "professional service." The Court indicated that CheckFree employed "over 3,000 associates and professionals," but did not disclose the percentage of professionals versus associates. The Court quoted from the statement of facts to show that "CheckFree has thousands of skilled ***and/or*** certified professionals who collaborate to participate in the performance of these professional services centered around bill payment." (Emphasis added.) Thus, the Court defined a "professional" as an employee who was either certified in some capacity or skilled to perform a certain task. These employees were necessary to provide "support directly to the banks' users in cases where payments were not made as instructed," to "manage the bill pay process and make decisions at multiple stages of the bill pay process," and to provide "critical monitoring and detection of fraud, money laundering, and other financial risks, as well as compliance with complex government regulations." In addition, a special team "dealt with errors and other customer service issues that arose after bill payment occurred." The Court concluded that these

professionals were not a minor part of the bill pay service, but were instead the "secret sauce" of the service.

The opinion also stated that some of CheckFree's services required "accredited or certified professionals" to perform special tasks "across several areas including ACH processing, financial crime investigation, treasury, ant-money laundering, and accounting," but the opinion did not indicate how many professionals of CheckFree's 3,000 employees were accredited or certified, or indicate that the business was required to have a specified minimum percentage of accredited or certified employees compared to employees who were not accredited or certified. Accordingly, it was not the absolute number or percentage of professionals who were "accredited or certified" that mattered in the Court's decision that CheckFree was providing a professional service; what mattered was that the business model could not be operated or managed without skilled, certified, and/or accredited employees, all of whom were viewed as "professionals," as opposed to a service where employees merely compiled and produced records of transactions, maintained information, or entered and retrieved information into computers.[6]

Forte's employment base during the audit period was considerably smaller than CheckFree's, but Forte also faced operational, risk management and legal compliance challenges faced by CheckFree, as described above, and needed skilled employees to perform the same functions. Accordingly, Forte, like CheckFree, required a workforce of skilled, accredited, and certified employees to operate its business. During the audit period, all 117 people employed by Forte were "professionals" within the meaning of that term as used in the *CheckFree* case because all 117 had specialized training and skill sets for their jobs. In addition, of the total, 26 had certifications in their field, 5 were "Accredited ACH Professionals" (the highest accreditation possible in the ACH industry), 51 had one or more college degrees, and 9 had one or more advanced college degrees. Only a handful of employees needed to be Accredited ACH Professionals because many different skills are needed to provide support for merchants and their customers when payments are not made as instructed, to manage the payment process and make decisions at multiple stages of the process, to provide critical monitoring and detection of fraud, money laundering and other financial risks as well as compliance with complex government regulations and dealing with errors and customer service issues. In addition, as indicated above, the Court in *CheckFree* noted that "accredited or certified" employees were needed to perform only certain tasks, including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting.

Forte has prepared a chart naming each of these 117 employees, the dates of their employment, college degrees, advanced degrees, other education, certifications and accreditations, specialized training, payment industry experience, job specific experience and special skill sets required for their jobs. Forte would be happy to share this chart with the Comptroller if appropriate measures can be taken to ensure the confidentiality of the named employees.

Forte's professional employee skill-sets not only included all of the skill-sets of CheckFree's professional employees as described in the *CheckFree* opinion, but also many other specialized skills, including complex analytics; credit reviews; financial analysis; account management; "Know Your Customer" compliance; anti-money laundering compliance; coding skills; project management skills; financial audit skills; fielding customer complaints; data security; internal and external audits; software

[6] In one passage in the opinion the Court also said that CheckFree used "thousands of certified specialists," but this is not supported by the statement of facts or the excerpts of witness testimony relied upon by the Court. That assertion is highly unrealistic and improbable if total employment was 3,000 people as indicated in the opinion

design and engineering; software analysis, debugging, and testing; graphic and visual design, verification, and support; PCI compliance; security management; intellectual technology security and maintenance on servers; and training which occurs on an on-going basis.

Attached as Exhibit B to this letter is the same merchant services agreement attached as Exhibit A, except that clauses highlighted in yellow indicate examples of decision-making required at various stages of the payment processing relationship and monitoring activities, all relating to risk management. These examples are illustrative, but not exhaustive, of the types of decisions that need to be made to operate the payment processing business and manage and monitor transactions and the technology. Nearly identical decision-making is required for card payment processing because Forte faces the same fraud and financial risks associated with those payments. Like CheckFree, these skilled, certified and accredited employees were collaborating to provide a professional service as opposed to merely using computers to compile and produce records of transactions, maintain information, or enter and retrieve information. They were not a minor part of the services provided by Forte, but were the "secret sauce" of the service.

4. **Activities that appear to be data processing services in isolation were incidental to facilitating the ACH payment processing and card processing service**

The Court in *CheckFree* also pointed out that CheckFree prepared invoices and reports as part of its customer service, including "numerous reports for the banks containing detailed information regarding the users and payments that were processed during the reporting period." Although the Court acknowledged that these services in isolation could be labeled "data processing services," the Court noted that these services were "incidental to the bill pay service" and not the actual service. Consequently, these services did not convert CheckFree's business into a data processing service and were not taxable as data processing services. Likewise, Forte also prepared reports and other data for its customers relating to the payment transactions it processed, as incidental to the ACH payment and card processing service, but they were not the services being sold to its merchants. In addition, during the audit period some add-on products were offered to ACH customers such as account verification services and customer identification services described in Sections 5 and 6 of the merchant services agreement, but these products were optional and ancillary to ACH and card payment processing services.

5. **Analysis of the IARR**

The Court in *CheckFree* emphasized that the trial court "properly focused on the 'essence of the transaction' at issue, rather than simply the involvement of a computer, to determine the nature of the services CheckFree provided." The Court said the trial court was required "to determine whether CheckFree ***does something more than*** 'compiling and producing records of transactions, maintaining information, and entering and retrieving information.'" (Emphasis added.) In other words, the Comptroller was required to determine whether CheckFree was providing a professional service "facilitated by the use of a computer" rather than simply using computers in its business. The IARR did not attempt to analyze the facts under this standard and did not even mention the "essence of the transaction" requirement.

Instead of applying the "essence of the transaction" to the facts, the IARR adopted the auditor's conclusion that Forte was providing a taxable data processing service because he saw people in a "huge room" entering data in computers. As the IARR stated:

> During the field work, the auditor noticed that the taxpayer has a huge room which contained numerous computers and staff. The staff is entering data in these computers. He asserts that all of the services provided are provided via the taxpayer's computers. As such, he determined that using a computer to provide its services made the taxpayer's services taxable processing services.

The auditor's conclusion might be consistent with the Comptroller's interpretation of the Tax Code prior to *CheckFree*, but it is inapplicable after *CheckFree*. Merely entering "data" in computers as the determinative factor for a data processing service was expressly rejected by the Court in *CheckFree*. The IARR nonetheless relied on this conclusion in recommending that the auditor's adjustments remain unchanged even after purporting to acknowledge the *CheckFree* case.

There is no indication from the IARR that either the auditor or the author of the IARR had an adequate understanding of how the ACH payment or card payment processing service worked, the liabilities and responsibilities that were being assumed by Forte which required the same fraud detection, risk monitoring, and constant decision-making that CheckFree was required to assume with respect to its bill pay service, or the extent to which these services could only be performed by highly skilled professionals. Nor is there any indication that the auditor and the author of the IARR fully understood the services Forte provided.[7] This is perplexing because Forte's business model and these risks and responsibilities were explained to the auditor and many aspects of these requirements are embedded in Forte's merchant services agreement which was quoted from in the IARR itself. Anyone reading the merchant services agreement alone would have to conclude that the essence of Forte's services was not the compilation and production of records of transactions, maintenance of information, or entering and retrieving information for its customers, but was a payment processing service requiring specialized software, highly skilled personnel, and substantial risk to Forte with decision-making required at multiple stages of the service to ensure that payments were properly and timely settled (i.e., a service that was much more than compiling and maintaining records of transactions).

In addition, the IARR was misleading in describing Forte's services as "transaction processing services" that included "ACH, Credit and Debit Card processing, account verification, and customer identification to its customers," without distinguishing these services. This statement makes it appear that all four products were core services carrying equal weight, but this is not correct. The essence of Forte's business was (and remains today) ACH and card payment processing utilizing professionals to operate and manage the business. Account verification and customer identification services were optional add-on products offered to payment processing merchants (see the merchant services agreement). Only approximately less than 10% of Forte's merchants utilized the account verification service and approximately less than 0.1% of merchants (less than 25 out of approximately 25,000 merchants) utilized the customer identification service during the audit period.

In describing Forte's services, the IARR never mentioned that the essence of Forte's service is to facilitate the merchant's payments – either through the ACH Network or card payment network – or that this service could not be performed without Forte's proprietary software and professional oversight and management of the payments process. The IARR also purports to distinguish the facts in the *CheckFree* case from those applicable to Forte, but never once mentioned that the Court was citing

[7] The IARR's attempt to summarize the "flow charts," at the bottom of page 3 and top of page 4 are not correct. In addition, at the top of page 5, the IARR refers to the "CCD" Standard Entry Class Code as "credit card or debit card," but this is also inaccurate. The term "CCD" is an ACH term used to denote corporate ACH payments.

those facts in an attempt to determine the "essence" of the services CheckFree sold to its customers. Ironically, in many instances the facts quoted from the case were identical to the facts of Forte's business as explained in this letter, but instead of recognizing this similarity, the IARR inexplicably and without explanation concluded that the facts were different.

6. Credit and debit card processing

Forte's original product offering was ACH payment processing, but later added a credit card payments "gateway" function to allow its customers to accept payments either by ACH or debit/credit cards. Both services were provided during the audit period. The auditor's conclusion that Forte's card payment processing service was not taxable was correct for the same reason Forte's ACH payment processing should have been non-taxable. In the capacity of card payment processing, Forte was required (and continues to be required) to comply with card network rules and contractually assumes 100% of the liability for chargebacks and rules violations in the same manner as ACH payment processing.[8] Under its agreements, Forte also must assume the same fraud detection and risk management as Forte assumes under ACH payment processing and therefore performs the same underwriting and monitoring functions as required for ACH payments. Any unpaid chargebacks and card network fines attributable to card payments initiated by Forte's merchants or its customers are Forte's responsibility. In addition, Forte used its proprietary software to power these transactions in the same manner as ACH payments and did not sell or license that software to anyone. Thus, the "essence of the transaction" was (and is today) a professional service that utilized computers that did something much more than merely compile and produce records of transactions, maintain information, and enter and retrieve information. It was (and remains) a professional service requiring professionals to operate and manage, and therefore the service was not a taxable data processing service.

This conclusion is supported by Letter Ruling (STAR) 9012L1089F04, December 13, 1990 (the "1990 Guidance"), in which guidance was provided to a company engaged in charging monthly fees to merchants in conjunction with credit card processing services. The Comptroller determined that "credit card processing services are not included in the definition of taxable services" and therefore not taxable. The IARR quoted from the 1990 Guidance but ignored it in the IARR's recommendation. Instead the IARR relied on Hearing 35,785 (STAR 9704223H), April 7, 1997 (the "1997 Hearing"), which the IARR concluded was "directly on point" for the proposition that Forte's processing services were taxable as a data processing service. On close analysis, however, the 1997 Hearing shows just the opposite: that the claimant's sale of credit card processing services to its customers was not taxable.

The issue in the 1997 Hearing was not the taxability of credit card processing services by the claimant to its customers, but whether the claimant's outsourcing of a limited portion of those services to a subcontractor was taxable to the claimant. The claimant appeared to provide a range of card payment services to its customers similar to those provided by Forte, although it is not clear whether the claimant also assumed the same risk and liability Forte assumes in processing its card payment transactions. In contrast to Forte, which did not (and does not) subcontract any of its card payment processing services, the claimant in the 1997 Hearing subcontracted the portion of those services which involved the transmission of payment data from point of sale for the purpose of accounting for the transactions and enabling the card issuer to authorize or decline the transaction. There is no

[8] During the audit period, Forte had card payment processing agreements with Global Payments Direct, Inc. and (starting in 2012) with Vantiv. Those entities had contracts with acquirer banks who were members of the card networks (Visa and MasterCard).

indication from the 1997 Hearing transcript that the subcontractor performed anything other than a limited data collection function. The Comptroller determined that the subcontractor's "processing of credit card transactions" as described in the transcript was a taxable service to the claimant even though it was part of a nontaxable bundle of services provided by the claimant to its customers.

The IARR failed to understand that the subcontractor's services were limited to a data collection function and that Forte's services were not so limited, but instead were more analogous to the broader bundled services provided by the claimant to its customers, which were not taxable. In other words, the IARR incorrectly focused on the label applied to the "credit card processing services" provided by the subcontractor instead of the substance of those services, while ignoring the fact that the claimant's sale of the same credit card processing services to its customers was not taxable. The holding in the case is a narrow one: the claimant was not allowed to purchase the subcontractor's services tax free because it consumed those services in its business, and none of the taxes could be allocated to other states.[9] There is no indication from the 1997 Hearing that the subcontractor needed proprietary software to perform its service or that any skilled employees were required to perform its service.

It is also important to point out that the conclusion in the 1997 Hearing regarding the taxability of the subcontractor's services was not contested by the claimant and the ALJ provided no analysis or explanation for his conclusion. The claimant merely argued that the services provided by the subcontractor should not have been taxable to the claimant because the claimant resold the services to its customers without a markup or the taxes should have been allocated to other states. Accordingly, contrary to the IARR's conclusion, the 1997 Hearing is not on point except for the proposition that the claimant's credit card processing services to its client banks was ***not*** a taxable service. The Comptroller's auditor was correct in his conclusion that Forte's card payment processing service was not taxable as a data processing service.

7. Conclusion

The "essence" of the services Forte sold to its customers was not a taxable data processing service with respect to either its ACH payment processing service or card processing service. Any data entry or compilation was incidental or ancillary to the professional services purchased by Forte's customers and not the service being sold to its customers. Forte was providing a professional service facilitated by the use of computers and proprietary software that required the oversight and management of professionals working in collaboration to achieve the goal of processing ACH and card payments originated by its merchant customers and/or their customers. All of the factual elements of *CheckFree* that the Comptroller is now required to apply are satisfied here. The IARR was wrong to conclude that Forte's mere use of computers in its business meant that it was providing a data processing service; that analysis was expressly rejected by *CheckFree.*

For these reasons we respectfully request the Comptroller to (a) reverse its audit findings and the IARR's recommendations with respect to the taxability of Forte's ACH payment processing service

[9] The IARR also claimed on page 8 that that "Forte provides similar services [as those of the subcontractor] to its customers, such as verification that a customer has sufficient credit to purchase an item." This is incorrect. Forte does not and cannot verify the validity of a payment or a merchant customer's credit; only the card issuer can verify the merchant's customer credit. Neither Forte nor the subcontractor in the 1997 Hearing verified any credit. The authorization and decline process described in the 1997 Hearing transcript referred to the fact that the subcontractor was transmitting the information the card issuer would use to authorize or decline the transaction.

as a "data processing service" and (b) reaffirm that Forte's card payment processing services are not taxable as a "data processing service." Should you have any questions or need additional information please do not hesitate to contact me.

Very truly yours,

MUNSCH HARDT KOPF & HARR, PC

By: _____
Jeffrey D. Dunn

Enclosures

Exhibit A

MERCHANT SERVICES
TERMS AND CONDITIONS

1. DEFINITIONS.
Unless otherwise defined herein or in Appendix A attached hereto, all capitalized terms used in these Terms and Conditions have the meaning assigned to those terms in the current rules and regulations of the National Automated Clearing House Association ("NACHA").

2. SERVICES, USE, LICENSE.
ACH Direct, Inc. ("ACHD") and its affiliates provide verification, customer identification, credit card processing and Automated Clearing House ("ACH") services (the "Services") to ACHD's customers ("Merchant(s)") engaged in the business of selling goods or services. ACHD will provide the Services selected by Merchant on the Merchant Services Application and Agreement ("MSAA"). Subject to these Terms and Conditions, ACHD hereby grants to Merchant a non-exclusive and nontransferable license to access and use ACHD's products and services contracted for under the MSAA and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by ACHD. Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise notified by ACHD. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of ACHD's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in these Terms and Conditions or the MSAA shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP
All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to ACHD's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of ACHD, whether or not specifically recognized or perfected under applicable law. ACHD shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing ACHD products or services and/or any new programs, upgrades, modifications or enhancements developed by ACHD in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in ACHD by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to ACHD all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements. All reference to any of ACHD's service marks, trademarks, patents or copyrights, or those of ACHD's partners or vendors, shall be made in compliance with the requirements, including updates periodic updates thereto, as provided at http://www.achdirect.com/resources/trademark.asp.

4. ACH PROCESSING SERVICES.
a. Description of Services - ACHD shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network. For Debit Entries, ACHD shall first send a debit transaction through its ODFI to the ACH Network which is then forwarded to the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with ACHD's ODFI. After any applicable hold time, ACHD will submit to the end-of-day settlement process any items that have not been returned or rejected. For Credit Entries, ACHD will submit all Credit Entries to the end-of-day settlement process. ACHD shall then schedule these items to be sent through it's ODFI to the ACH Network which is then forwarded to the Receiver's account after the expiration of any applicable hold time.
b. Accepting ACH Transactions - ACHD shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. ACHD is responsible only for processing Transactions that are received by ACHD in the proper format, pre-approved by ACHD and on a timely basis.
c. Modifying ACH Transactions - At Merchant's request, ACHD will make reasonable efforts to reverse, modify, or delete an entry after it has been submitted by Merchant prior to being submitted to the ACH Network. All requests must be made in writing, signed by an individual pre-authorized by Merchant to make such requests and faxed or delivered to ACHD. Merchant agrees that ACHD will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of ACHD's failure to accomplish the requested modification or deletion before the Transaction has been submitted to the ACH Network. Further, Merchant acknowledges that once a Transaction is submitted to the ACH Network, it cannot be modified or deleted.
d. Rejecting or Returning ACH Transactions - ACHD may delay or reject any Transaction without prior notification to Merchant for any reason permitted or required under the Rules or Regulations or if, ACHD has reason to believe such Transaction is fraudulent or improperly authorized. ACHD shall have no liability to Merchant by reason of the rejection of any such Entry. ACHD shall make available to Merchant details related to the receipt of any returned or rejected Entries from the ACH Network and shall credit or charge such Entries to the end-of-day settlement process. Unless Merchant receives notification that an entry has been returned or rejected, Merchant should consider the item as paid. ACHD may, but shall have no obligation to retransmit a returned or rejected Transaction.
e. Processing Limits - ACHD may impose a cap on the dollar amount of Transactions it will process for Merchant. These limits may be changed by ACHD from time to time, upon notice to Merchant. If Merchant exceeds the established limits, ACHD may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.
f. Holding of Funds - The standard hold time of Merchant's funds for Debit and Credit Entries is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by ACHD and supporting documents. ACHD may require separate security safeguards from Merchant to support such a

reduction but is under no obligation to grant Merchant's request. Should ACHD observe any irregular Transaction or fraudulent activity by Merchant, or as required by law, ACHD reserves the right to place a longer hold time without prior written notice to Merchant.

g. **Security Deposit** - ACHD may require a security deposit or "Reserve Account" to process transactions for Merchant. The Reserve Account shall be used by ACHD to offset any returned items, charge-backs or other Merchant obligations to ACHD that ACHD is unable to collect from Merchant's Settlement account or other means as prescribed herein. Should ACHD determine that a Reserve Deposit is required, Merchant shall be provided notice in writing of the amount, which may be revised based on periodic review of Merchant's transaction volumes, amounts and return ratios resulting in a greater or lesser deposit amount. The Reserve Account may be funded, at ACHD's sole discretion, through any or all of the following:

(a) Direct payment by Merchant - At the request of ACHD, Merchant will deposit funds in the Reserve Account; (b) The proceeds of transactions processed on Merchant's behalf; or (c) The transfer by ACHD into the Reserve Account of funds withdrawn from Merchant's Settlement Account or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depositary or other financial institution. Merchant and Merchant's guarantor hereby grants ACHD a security interest in all said accounts and authorizes ACHD to make such withdrawals at such times and in such amounts as may be necessary under this Agreement. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by ACHD under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from ACHD. The Reserve funds shall be held by ACHD for a minimum of ninety (90) calendar days beyond the date of the last item processed by ACHD on Merchant's behalf. In the event ACHD has reason to believe that (1) Merchant has acted in a fraudulent manner; or (2) Merchant has not obtained proper authorization for a transaction; or (3) Merchant will not be able to meet its obligations to ACHD; or (4) that ACHD is at risk of incurring additional expenses due to Merchant's actions, ACHD may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law. The Reserve Deposit will then be returned to Merchant less any fees and/or any other amounts owed to ACHD.

h. **Settlement and Finality** - At the close of each Business Banking Day, ACHD will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, ACHD will initiate a Settlement Entry to Merchant's Settlement Account. Positive totals will result in a Credit Entry to Merchant's Settlement Account; negative totals will result in a Debit Entry to Merchant's Settlement Account. In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at ACHD's discretion.

i. **Receiver Authorization.** Merchant shall obtain authorization from Receiver prior to requesting a debit and/or credit to Receiver's account. Merchant shall retain proof of Receiver's authorization for a period of two (2) years from the termination or revocation of the authorization or for the appropriate period designated by any applicable Rules or Regulations and shall provide such proof of authorization to ACHD or its ODFI upon request. If Merchant fails to provide such proof within five (5) Business Banking Days, ACHD may impose a fine of up to $100 per occurrence. Merchant shall cease initiating Transactions to a Receiver immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver only upon receiving new authorization from Receiver.

j. **ACH Chargebacks.** Merchant will be charged a chargeback fee on a per occurrence basis, for every ACH Chargeback (defined in Appendix A) posted to Merchant's account. Additionally, ACHD will regularly monitor Merchant's chargebacks. Using limits established by NACHA as a standard for review, ACHD reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits in any given calendar month. ACHD will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services. In compliance with the Rules, Merchant authorizes ACHD to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits in any given calendar month. Merchant acknowledges ACHD's right to reimbursement of any chargebacks or returns that post to Merchant's account that ACHD is unable, for any reason, to debit from Merchant's bank account.

k. **Ceasing Activities.** Merchant shall cease initiating Transactions immediately upon receipt of any actual or constructive notice of Receiver's termination or revocation of authority. Additionally, Merchant shall not re-submit any Transaction unless it is returned for insufficient funds (R01) or uncollected funds (R09) or unless a new authorization is obtained from Receiver.

5. ACCOUNT VERIFICATION SERVICES.

If utilizing ACHD's verification and authentication services ("Verification Services"), Merchant will submit a verification transaction inquiry to ACHD. ACHD will then process the transaction and provide Merchant the results of the verification inquiry.

a. **Types of Verification Services.** Depending on the services Merchant has registered for, as well as the level of participation by the account holder's financial institution, the transaction may be processed through one or more of the following types of verification:

1) ATM*Verify*® Level I – Verify whether or not the account number inquired upon is in good standing as of the time of the inquiry, and whether or not sufficient funds exist within the specified account to cover the amount specified as part of the verification transaction.

2) ATM*Verify*® Level II – Verify the current status of the banking account as of the last reported Business Banking Day, as reported by the participating financial institution.

3) *NCNVerify™* – Verify whether or not the account number inquired upon is currently listed in one or more national databases of check writers.

b. **DISCLAIMER.** None of ACHD's Verification Services can verify that the name provided by Merchant as the account holder matches the actual owner of the account number submitted by Merchant.

c. **PERMISSIBLE USES.** IN ADDITION TO COMPLIANCE WITH FAIR CREDIT REPORTING ACT REQUIREMENTS AS REFERRED TO IN APPENDIX B ATTACHED HERETO, MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE DATA OR THE ATMVERIFY® SERVICE TO THIRD PARTIES.

d. **No Retention of Data.** Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification inquiries received from ACHD except as required by applicable law or to perform its obligations under this Agreement.

e. **Representation by Merchant.** Each request for data through the Verification Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSAA and that use is in compliance with the permissible uses under the FCRA and U.S. Code sections listed in these Terms and Conditions and attached Appendices; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in Appendix B to the Terms and Conditions attached hereto; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

f. **Audit.** Merchant agrees to cooperate fully with ACHD in conducting a review of Merchant's use of the Verification Services to verify that Merchant is using the services in compliance with this Agreement.

g. **Immediate Termination.** ACHD reserves the right to immediately terminate Merchant's access to the Verification Services should ACHD have reason to believe that Merchant is using the Verification Services for a purpose other than a permissible use.

6. CUSTOMER IDENTIFICATION SERVICES.

If utilizing ACHD's ID Verify Services, Merchant will submit a request to ACHD for verification of consumer information. ACHD will use its best efforts to verify the information provided by comparing that information against various national databases of consumer information records. ACHD will then provide the results of its investigation to Merchant.

a. **Permissible Uses.** Merchant agrees it will ONLY use this service to effectuate one or more of the following, in accordance with the Gramm-Leach-Bliley Act and 16 CFR Part 313:

1) To protect against or prevent actual or potential fraud; unauthorized transactions, claims, or other liability.

2) For required institutional risk control or for resolving consumer disputes or inquiries.

3) To persons holding a legal or beneficial interest relating to the consumer.

4) To persons acting in a fiduciary or representative capacity on behalf of the consumer.

5) To comply with Federal, State or local laws, rules and other applicable legal requirements.

6) As necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes.

b. **Prohibited Business Activities.** Merchant confirms that it is NOT involved in any of the following business activities:

1) Investigative companies including private investigators and detective agencies except those licensed for – and exclusively practicing, investigative work for employment purposes.

2) Bail bond companies.

3) Any company or individual listed in the EVS/ACHD Customer Alert Notifications.

4) Dating Services.

5) Internet people locator services to locate lost loves, friends, family members, or for personal reasons, such as dating.

6) Adoption search firms.

7) Diet centers.

8) Credit clinics; credit repair companies; and credit counseling firms.

9) Media agencies; news agencies; and journalists.

10) Businesses operating out of a residence except as provided by ACHD policy.

11) Any fraudulent or illegal activity, such as identity theft, harassment, stalking.

12) Any company or individual who is known to have been involved in credit fraud, or other unethical business practices.

7. RECEIVING REPORTS AND TRANSACTION FILES.

Merchant is responsible for communicating with ACHD's Host Processing System to receive daily reports and/or transaction files. ACHD is under no obligation to transmit this data to Merchant.

8. PRICING AND PAYMENT.

Merchant shall pay for all products and services according to the MSAA, and as those fees may be amended by ACHD from time to time in accordance with these Terms and Conditions. Said fees shall be due and payable by Merchant within thirty days' (30) of receipt of services unless otherwise agreed upon between the parties. Fees will differ depending on type of services and/or level of services Merchant has requested and may be modified by ACHD upon a minimum of ten (10) days' written notice to Merchant. Continued use of the Services shall be deemed acceptance of the revised fees. ACHD is authorized to obtain payment for these fees and any other amounts due under the MSAA, including late fees, by directly debiting Merchant's specified bank account(s). A $25.00 fee shall be assessed for any return of a debit processed to Merchant's account. Failure to pay any amount due to ACHD within the time period or on the terms set forth in this section shall constitute a material breach of the MSAA and these Terms and Conditions by Merchant. ACHD shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, ACHD may elect to terminate Merchant's access to the Services in accordance with Section 24 below. Further, ACHD shall have the right to offset against any

amount payable by ACHD to Merchant under any provision of these Terms and Conditions, any amounts owed ACHD by Merchant, including chargebacks or returns posted to Merchant's account, or any damages sustained by ACHD as a result of Merchant's violation, breach or non-performance of its obligations under these Terms and Conditions. In the event the funds in Merchant's designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to ACHD upon demand and through alternative means. Unless otherwise agreed upon, ACHD may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

9. TAXES.
Merchant is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Merchant's acceptance of the license granted hereunder and use of ACHD's products and services, excluding, however, any taxes payable by ACHD as a result of income earned by ACHD hereunder. Merchant shall reimburse ACHD should ACHD be charged for any tax obligation of Merchant. Merchant shall hold ACHD harmless from all claims and liability arising from Merchant's failure to report or pay such taxes.

10. NSF FEE REBATE PROGRAM.
Merchant may request that ACHD collect the NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for Insufficient Funds (NSF) or Uncollected Funds. ACHD shall rebate Merchant a percentage of any such funds collected from Receiver, as established on the MSAA.

11. INVESTIGATIVE REPORT.
Merchant is on notice that an investigative or Consumer Report may be made in connection with the MSAA. Merchant authorizes ACHD or any Credit Bureau or any Credit Reporting Agency employed by ACHD or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the MSAA or for the purpose of obtaining services from ACHD. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the MSAA.

12. VOLUME AND FINANCIAL RE-EVALUATION.
ACHD reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of ACHD's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount, applicable discount fees or termination of the agreement between Merchant and ACHD in accordance with these Terms and Conditions.

13. CONFIDENTIALITY
Merchant acknowledges that the products, services and information relating to ACHD's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to ACHD (the "Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to ACHD. As such, if ACHD becomes aware of Merchant's breach or threatened breach of this Section 13, ACHD may suspend any and all rights granted to Merchant under the MSAA and these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to ACHD.

14 REPRESENTATIONS AND WARRANTIES.
a. ACHD's Representations and Warranties. ACHD represents and warrants to Merchant that:

1) ACHD's agreement to perform the Services hereunder does not violate any agreement or obligation between ACHD and any third party.

2) To the best of ACHD's knowledge, none of the products or services being provided to Merchant under the MSAA will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

3) To the best of ACHD's knowledge, none of its products or services violates any international, federal, state, or local law or regulation.

4) When executed and delivered by ACHD, the agreement with Merchant will constitute the legal, valid, and binding obligation of ACHD, enforceable in accordance with its terms.

b. Merchant's Representations and Warranties. Merchant understands and agrees that ACHD's ODFI is a third party beneficiary of Merchant's representations and warranties herein. Merchant represents and warrants to ACHD that:

1) Merchant's agreement to license ACHD's products and services and to engage ACHD to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party.

2) To the best of Merchant's knowledge, neither any information delivered by Merchant to ACHD in support of the MSAA and these Terms and Conditions nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

3) None of the activities for which Merchant has engaged the services of ACHD shall violate any international, federal, state, or local law or regulation. Neither Merchant nor any of its affiliates will use the ACHD products and/or services for (i) any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including

without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations.

4) When executed and delivered by Merchant, the agreement with ACHD will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.

5) If applicable, Merchant represents and warrants that with respect to all ACH Transactions originated by ACHD on behalf of Merchant that (i) each Receiver has authorized the debiting and/or crediting of its account (ii) each Transaction is for an amount agreed by the Receiver and (iii) each Transaction is in all other respects properly authorized (iv) Merchant shall provide proof of authorization for any Transaction to ACHD upon request within five (5) Business Banking Days.

15. INDEMNIFICATION.
Each party bears all responsibility for its own employees' actions while in that party's employ. Each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from any material breach of this Agreement. Merchant shall indemnify and hold harmless ACHD and its officers, directors, employees, and agents from and against any and all claims, demands actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of Merchant's representations and warranties contained herein, (ii) any alleged violation by Merchant of any applicable law, Rule or Regulation, or (iii) any action of Merchant, it's agents or employees in connection with any Transaction subject to these Terms and Conditions. Further Merchant acknowledges that ACHD may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name. Merchant shall indemnify ACHD for any losses, liabilities, costs or expenses ACHD or any third party suffers or incurs as a result of an incorrect account or other identification. All disputes between Merchant and its Receiver(s) relating to any Transaction will be settled by and between Merchant and Receiver. All disputes between Merchant and a third party related to the processing of a credit card transaction, unless directly caused by ACHD's Payments*Gateway*, will be settled by and between Merchant and the credit card processor or other third party. Merchant agrees that ACHD bears no responsibility or involvement in any such dispute.

16. LEGAL AND REGULATORY COMPLIANCE.
Each party is solely responsible for ensuring that its policies and procedures meet the requirements of the Rules and Regulations, including Merchant's requirements under the Rules provisions for self-auditing. ACHD bears no responsibility for any lack of compliance with these Rules and Regulations by Merchant and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees not to initiate entries that violate the laws of the United States, including but not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is Merchant's responsibility to obtain information regarding OFAC enforced sanctions. Merchant may obtain further information from the OFAC Compliance Hotline at (800) 540-OFAC.

17. RULES AND REGULATIONS VIOLATIONS.
Merchant shall reimburse ACHD for any fines or loss of funds imposed on ACHD for any violation of the Rules or Regulations by Merchant. ACHD shall provide Merchant written notice of any such fine. In the event Merchant fails to comply with this remedy within thirty (30) days' of notice, Merchant shall be assessed a fee of $100.00 per item in violation of the Rules or Regulations, in addition to any fees imposed by NACHA, ODFI or any other governmental or legal authority. Assessment of such additional fee will in no way limit ACHD's right to pursue action under Section 4j above, or to obtain other remedies available under applicable law.

18. LIMITS OF LIABILITY.
a. Errors of Others - ACHD shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which ACHD may receive or transmit information, and no such entity shall be deemed an agent of ACHD.
b. Damages Waiver – Neither party shall be liable to the other or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the MSAA and these Terms and Conditions, whether or not (i) any claim for these damages is based on tort or contract; or (ii) the other party knew or should have known the likelihood of such damages occurring under the circumstances. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees. ACHD's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid by Merchant to ACHD during the three-month period preceding the origination of the claim giving rise to liability. No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.
c. ODFI Liability - Merchant understands and agrees that ACHD has full and exclusive power to provide ODFI with directions on Merchant's behalf. ODFI has no liability whatsoever for ACHD's acts, omissions or representations and is not responsible for any loss caused by ACHD. ACHD is not an agent of ODFI and has no authority to act or make commitments on behalf of ODFI. ODFI will not be monitoring ACHD's transactions in respect of Merchant's funds. All Merchant complaints and claims arising out of the MSAA shall be made solely to ACHD. IN NO EVENT SHALL ODFI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR

EXEMPLARY DAMAGES, NOR SHALL ODFI HAVE LIABILITY IN ANY EVENT IN EXCESS OF THE FEES IT RECEIVES FOR HANDLING MERCHANT'S TRANSACTIONS. Merchant agrees that these limitations are reasonable given the fact that no compensation is being paid to ODFI by Merchant.

19. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS
Merchant shall regularly and promptly review all Transactions and other communications from ACHD and shall immediately notify ACHD upon discovery of any and all discrepancies between Merchant's records and those provided by ACHD, the ODFI or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization. Upon notification by Merchant, ACHD will use its best efforts to reverse the Transaction notified of. However, Merchant acknowledges that the Transaction may have progressed beyond ACHD's ability to control by the time of such notice and under such circumstances, Merchant accepts full responsibility for all losses, liabilities, costs or expenses Merchant, ACHD or any third party suffers or incurs as a result of ACHD's inability to reverse the transaction.

20. ACHD SERVICE POLICY.
Merchant acknowledges and understands that ACHD does not warrant that the Services will be uninterrupted or error free and that ACHD may occasionally experience delays or outages due to disruptions that are not within ACHD's control. Any such interruption shall not be considered a breach of the MSAA by ACHD. ACHD shall use its best efforts to remedy any such interruption in service as quickly as possible.

21. USAGE.
a. **Use Restricted to Lawful Purpose.** Merchant agrees to use the Services solely for lawful purposes. Merchant agrees that it will not transmit any material through ACHD's *PaymentsGateway* in violation of any Federal, State or foreign law, including but not limited to, copyrighted material, material legally judged to be threatening, obscene, or material protected by trade secret laws. ACHD reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security breach. Merchant agrees that ACHD, at its discretion, may remove objectionable materials residing on ACHDs servers. ACHD shall use its discretion to define what constitutes objectionable material. ACHD reserves the right to terminate Services to Merchant should ACHD deem Merchant's use of the Services are for an unlawful purpose. In the event of such an occurrence, ACHD shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.
b. **Proper Usage.** Merchant agrees to comply with the reasonable and acceptable use policies, rules, regulations, terms and conditions of any networks accessed by Merchant through ACHD's Services. ACHD reserves the right to deny access to, or close any account(s) which, in ACHD's opinion, is (are) causing or may cause, harm to or negatively affect an ACHD server or the server of a third party. In the event of such an occurrence, ACHD shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

22. DISCLAIMER OF WARRANTIES.
Except as otherwise specifically provided herein, ACHD's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, ACHD expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the ACHD products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the ACHD products or services, whether made by employees of ACHD or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by ACHD for any purpose, or give rise to any liability of ACHD whatsoever.

23. FORCE MAJEURE.
Neither party shall be liable for, or be considered in breach of or default under the MSAA on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

24. TERM AND TERMINATION.
The MSAA shall have an initial term of one (1) year from and after the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides thirty (30) days' written notice of termination to the other party. Merchant agrees and acknowledges that should the MSAA be terminated for any reason prior to the expiration of the initial term of one (1) year, Merchant shall be assessed an early termination fee of $99.00, payable to ACHD along with any and all other financial obligations due ACHD in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate without cause within the first 30 calendar days of the initial term. ACHD may immediately terminate the MSAA without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if ACHD reasonably determines that Merchant has violated any term, condition, covenant, or warranty of the MSAA or Terms and Conditions; (iii) if ACHD determines in its sole discretion that Merchant has abused its privileges under the MSAA; or (iv) ACHD determines that the type of business in which Merchant is engaged is or becomes an industry or business that ACHD is prohibited from providing its services to. Upon the effective date of termination of the MSAA, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such

termination) shall survive termination. Promptly upon termination of the MSAA for any reason, Merchant shall return or destroy, as requested by ACHD, all materials pertaining to the Services, including all copies thereof.

25. AMENDMENT OR MODIFICATION OF TERMS.
Unless otherwise provided for in these Terms and Conditions, ACHD reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after receipt of such notice shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by ACHD, by reason of any applicable Rule or Regulation.

26. ASSIGNMENT.
The rights granted under the MSAA and these Terms and Conditions are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of ACHD, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with ACHD and grounds for termination of the MSAA. ACHD may assign its rights and obligations under the MSAA without the approval of Merchant, but shall provide notice of such assignment to Merchant.

27. NOTICE.
Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

28. LEGAL FEES.
In the event of any dispute arising out of or related to the MSAA or these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery.

29. GENERAL PROVISIONS.
The agreement between the parties hereto shall be binding on the parties only upon execution of the MSAA by an authorized representative of both parties. The MSAA shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the MSAA or these Terms and Conditions. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties. The MSAA along with these Terms and Conditions constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. The MSAA may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

30. MERCHANT AUTHORIZATION.
The MSAA and these Terms and Conditions become an effective agreement when signed by an authorized representative(s) of Merchant and ACHD. Further, Merchant agrees to notify ACHD of any important changes in the information provided in the MSAA or any attachments thereto. Merchant acknowledges notification that all payments by check will be converted to an ACH payment and electronically deposited to ACHD's bank account. If any payment is returned unpaid Merchant authorizes ACHD to electronically debit the item and an additional $25.00 processing fee from Merchant's account provided in the MSAA.

APPENDIX A
DEFINITIONS

Account Maintenance - A fee assessed to a Merchant for changing the settlement bank account from the existing bank account to a different bank account. This fee covers the costs associated with verifying the new account.

ACH Network - Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

ACH Transactions - All Entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.

Affiliate - a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

ACH Chargeback - Any ACH item which is returned designated with the following return codes: R05, R07, R10, R29 and R51.

Business Banking Day - Monday through Friday excluding banking holidays.

Credit Entry - An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry - An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Excessive Returns - Any merchant with more than the defined percentage of returns in a single billing cycle (calendar month), will be assessed an additional fee per returned item.

NACHA - National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

Operating Rules (the "Rules") - the operational rules established by NACHA which govern all transactions and parties utilizing the ACH Network.

ODFI - Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through ACHD and then forwards these Transactions (defined below) to the ACH Network.

Originator - A Merchant who has contracted with ACHD to initiate ACH entries, on their behalf, to the ACH Network.

RDFI - Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Recall - Similar to a Reversal (see below) but used for recovery of a transaction beyond the four banking day timeframe.

Receivers - An organization or individual consumer that has authorized Merchant to initiate an ACH Transaction to an account they maintain with a financial institution (RDFI).

Regulations - All federal, state and local regulations that govern Internet business, consumer information, credit card transactions and Transactions (as defined below), including but not limited to the FCRA, federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, and Driver's Privacy Protection Act.

Returned Entries - Any Transaction returned or rejected by ACHD, ODFI or RDFI.

Reversal - A request made to the RDFI within four days of effective entry date for return of a duplicate or erroneous entry that has already been introduced into the ACH system.

Settlement Account - An account established and maintained by Merchant with a financial institution through which the deposit of funds for Debit Entries and the extractions of funds for Credit Entries are made.

Settlement Entry - a Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by ACHD at the end of each Business Banking Day.

Transactions - Any transfer of data or information from Merchant to ACHD in a format pre-approved by ACHD, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.

WSUPP - Written Statement Under Penalty of Perjury - A written statement obtained by the RDFI from the consumer prior to initiating a return for an entry that the consumer claims is unauthorized, ineligible or improper or for which the authorization has been revoked.

APPENDIX B
FAIR CREDIT REPORTING ACT REQUIREMENTS

1. The following is a list of permissible uses for the data received through ACH Direct's Verification and Authentication Services (the "Services") in accordance with section 604(a) of the Fair Credit Reporting Act ("FCRA"):

1) In response to a court order or Federal grand jury;
2) In accordance with the written instructions of the consumer to whom the information relates;
3) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer;
4) For employment purposes;
5) In connection with the underwriting of insurance involving the consumer;
6) To determine the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status;
7) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation;
8) Otherwise having a legitimate business need for the information, including:
   a) in connection with a business transaction that is initiated by the consumer;
   b) to review an account to determine whether the consumer continues to meet the terms of the account.
9) For use by state and local officials in connection with the determination of child support payments, modifications or enforcement thereof.

2. Representations by Merchant. Each request for data through the Services shall constitute a representation, warranty and certification by Merchant that the data (a) shall be used and disclosed only in accordance with the provisions of the MSAA, the Terms and Conditions and this Appendix B, and in accordance with any applicable Rules or laws; and (b) shall be used solely for the intended use as provided in the MSAA. ACHD reserves the right to immediately terminate Merchant's access to the Services should ACHD have reason to believe that Merchant is using the Services for a purpose other than a permissible use as provided for in Section 5 and 6 of the Terms and Conditions and this Appendix B. Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

3. In compliance with FCRA requirements, Merchant is hereby instructed to provide to any and all customers whose payments are declined by Merchant based upon information received from ACHD, a means through which the customer may investigate and challenge non-acceptance of the payment. Merchant shall provide a notice of such procedure to its declined customers in writing, in a form substantially similar to the following:

> "We regret to inform you that we were unable to accept your payment based on financial account information received from the below named company:
>
> ACH Direct, Inc.
> 500 W. Bethany Drive, Suite 200
> Allen, Texas 75013
> 866-290-5400, Option 1 or ask for Customer Service – Verification Services
>
> You have the right to be told the nature of the financial account information that was provided by this company upon making a written request to the company at the contact information provided above within sixty (60) days of receipt of this notification. "

Exhibit B

MERCHANT SERVICES
TERMS AND CONDITIONS

1. DEFINITIONS.
Unless otherwise defined herein or in Appendix A attached hereto, all capitalized terms used in these Terms and Conditions have the meaning assigned to those terms in the current rules and regulations of the National Automated Clearing House Association ("NACHA").

2. SERVICES, USE, LICENSE.
ACH Direct, Inc. ("ACHD") and its affiliates provide verification, customer identification, credit card processing and Automated Clearing House ("ACH") services (the "Services") to ACHD's customers ("Merchant(s)") engaged in the business of selling goods or services. ACHD will provide the Services selected by Merchant on the Merchant Services Application and Agreement ("MSAA"). Subject to these Terms and Conditions, ACHD hereby grants to Merchant a non-exclusive and nontransferable license to access and use ACHD's products and services contracted for under the MSAA and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by ACHD. Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise notified by ACHD. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of ACHD's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in these Terms and Conditions or the MSAA shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP
All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to ACHD's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of ACHD, whether or not specifically recognized or perfected under applicable law. ACHD shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing ACHD products or services and/or any new programs, upgrades, modifications or enhancements developed by ACHD in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in ACHD by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to ACHD all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements. All reference to any of ACHD's service marks, trademarks, patents or copyrights, or those of ACHD's partners or vendors, shall be made in compliance with the requirements, including updates periodic updates thereto, as provided at
http://www.achdirect.com/resources/trademark.asp.

4. ACH PROCESSING SERVICES.
a. Description of Services - ACHD shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network. For Debit Entries, ACHD shall first send a debit transaction through its ODFI to the ACH Network which is then forwarded to the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with ACHD's ODFI. After any applicable hold time, ACHD will submit to the end-of-day settlement process any items that have not been returned or rejected. For Credit Entries, ACHD will submit all Credit Entries to the end-of-day settlement process. ACHD shall then schedule these items to be sent through it's ODFI to the ACH Network which is then forwarded to the Receiver's account after the expiration of any applicable hold time.
b. Accepting ACH Transactions - ACHD shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. ACHD is responsible only for processing Transactions that are received by ACHD in the proper format, pre-approved by ACHD and on a timely basis.
c. Modifying ACH Transactions - At Merchant's request, ACHD will make reasonable efforts to reverse, modify, or delete an entry after it has been submitted by Merchant prior to being submitted to the ACH Network. All requests must be made in writing, signed by an individual pre-authorized by Merchant to make such requests and faxed or delivered to ACHD. Merchant agrees that ACHD will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of ACHD's failure to accomplish the requested modification or deletion before the Transaction has been submitted to the ACH Network. Further, Merchant acknowledges that once a Transaction is submitted to the ACH Network, it cannot be modified or deleted.
d. Rejecting or Returning ACH Transactions - ACHD may delay or reject any Transaction without prior notification to Merchant for any reason permitted or required under the Rules or Regulations or if, ACHD has reason to believe such Transaction is fraudulent or improperly authorized. ACHD shall have no liability to Merchant by reason of the rejection of any such Entry. ACHD shall make available to Merchant details related to the receipt of any returned or rejected Entries from the ACH Network and shall credit or charge such Entries to the end-of-day settlement process. Unless Merchant receives notification that an entry has been returned or rejected, Merchant should consider the item as paid. ACHD may, but shall have no obligation to retransmit a returned or rejected Transaction.
e. Processing Limits - ACHD may impose a cap on the dollar amount of Transactions it will process for Merchant. These limits may be changed by ACHD from time to time, upon notice to Merchant. If Merchant exceeds the established limits, ACHD may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.
f. Holding of Funds - The standard hold time of Merchant's funds for Debit and Credit Entries is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by ACHD and supporting documents. ACHD may require separate security safeguards from Merchant to support such a

reduction but is under no obligation to grant Merchant's request. Should ACHD observe any irregular Transaction or fraudulent activity by Merchant, or as required by law, ACHD reserves the right to place a longer hold time without prior written notice to Merchant.

g. Security Deposit - ACHD may require a security deposit or "Reserve Account" to process transactions for Merchant. The Reserve Account shall be used by ACHD to offset any returned items, charge-backs or other Merchant obligations to ACHD that ACHD is unable to collect from Merchant's Settlement account or other means as prescribed herein. Should ACHD determine that a Reserve Deposit is required, Merchant shall be provided notice in writing of the amount, which may be revised based on periodic review of Merchant's transaction volumes, amounts and return ratios resulting in a greater or lesser deposit amount. The Reserve Account may be funded, at ACHD's sole discretion, through any or all of the following:

(a) Direct payment by Merchant - At the request of ACHD, Merchant will deposit funds in the Reserve Account; (b) The proceeds of transactions processed on Merchant's behalf; or (c) The transfer by ACHD into the Reserve Account of funds withdrawn from Merchant's Settlement Account or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depositary or other financial institution. Merchant and Merchant's guarantor hereby grants ACHD a security interest in all said accounts and authorizes ACHD to make such withdrawals at such times and in such amounts as may be necessary under this Agreement. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by ACHD under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from ACHD. The Reserve funds shall be held by ACHD for a minimum of ninety (90) calendar days beyond the date of the last item processed by ACHD on Merchant's behalf. In the event ACHD has reason to believe that (1) Merchant has acted in a fraudulent manner; or (2) Merchant has not obtained proper authorization for a transaction; or (3) Merchant will not be able to meet its obligations to ACHD; or (4) that ACHD is at risk of incurring additional expenses due to Merchant's actions, ACHD may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law. The Reserve Deposit will then be returned to Merchant less any fees and/or any other amounts owed to ACHD.

h. Settlement and Finality – At the close of each Business Banking Day, ACHD will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, ACHD will initiate a Settlement Entry to Merchant's Settlement Account. Positive totals will result in a Credit Entry to Merchant's Settlement Account; negative totals will result in a Debit Entry to Merchant's Settlement Account. In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at ACHD's discretion.

i. Receiver Authorization. Merchant shall obtain authorization from Receiver prior to requesting a debit and/or credit to Receiver's account. Merchant shall retain proof of Receiver's authorization for a period of two (2) years from the termination or revocation of the authorization or for the appropriate period designated by any applicable Rules or Regulations and shall provide such proof of authorization to ACHD or its ODFI upon request. If Merchant fails to provide such proof within five (5) Business Banking Days, ACHD may impose a fine of up to $100 per occurrence. Merchant shall cease initiating Transactions to a Receiver immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver only upon receiving new authorization from Receiver.

j. ACH Chargebacks. Merchant will be charged a chargeback fee on a per occurrence basis, for every ACH Chargeback (defined in Appendix A) posted to Merchant's account. Additionally, ACHD will regularly monitor Merchant's chargebacks. Using limits established by NACHA as a standard for review, ACHD reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits in any given calendar month. ACHD will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services. In compliance with the Rules, Merchant authorizes ACHD to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits in any given calendar month. Merchant acknowledges ACHD's right to reimbursement of any chargebacks or returns that post to Merchant's account that ACHD is unable, for any reason, to debit from Merchant's bank account.

k. Ceasing Activities. Merchant shall cease initiating Transactions immediately upon receipt of any actual or constructive notice of Receiver's termination or revocation of authority. Additionally, Merchant shall not re-submit any Transaction unless it is returned for insufficient funds (R01) or uncollected funds (R09) or unless a new authorization is obtained from Receiver.

5. ACCOUNT VERIFICATION SERVICES.

If utilizing ACHD's verification and authentication services ("Verification Services"), Merchant will submit a verification transaction inquiry to ACHD. ACHD will then process the transaction and provide Merchant the results of the verification inquiry.

a. Types of Verification Services. Depending on the services Merchant has registered for, as well as the level of participation by the account holder's financial institution, the transaction may be processed through one or more of the following types of verification:

1) ATM*Verify*® Level I – Verify whether or not the account number inquired upon is in good standing as of the time of the inquiry, and whether or not sufficient funds exist within the specified account to cover the amount specified as part of the verification transaction.

2) ATM*Verify*® Level II – Verify the current status of the banking account as of the last reported Business Banking Day, as reported by the participating financial institution.

3) NCN*Verify*™ – Verify whether or not the account number inquired upon is currently listed in one or more national databases of check writers.

b. DISCLAIMER. None of ACHD's Verification Services can verify that the name provided by Merchant as the account holder matches the actual owner of the account number submitted by Merchant.

c. PERMISSIBLE USES. IN ADDITION TO COMPLIANCE WITH FAIR CREDIT REPORTING ACT REQUIREMENTS AS REFERRED TO IN APPENDIX B ATTACHED HERETO, MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE DATA OR THE ATMVERIFY® SERVICE TO THIRD PARTIES.

d. No Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification inquiries received from ACHD except as required by applicable law or to perform its obligations under this Agreement.

e. Representation by Merchant. Each request for data through the Verification Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSAA and that use is in compliance with the permissible uses under the FCRA and U.S. Code sections listed in these Terms and Conditions and attached Appendices; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in Appendix B to the Terms and Conditions attached hereto; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

f. Audit. Merchant agrees to cooperate fully with ACHD in conducting a review of Merchant's use of the Verification Services to verify that Merchant is using the services in compliance with this Agreement.

g. Immediate Termination. ACHD reserves the right to immediately terminate Merchant's access to the Verification Services should ACHD have reason to believe that Merchant is using the Verification Services for a purpose other than a permissible use.

6. CUSTOMER IDENTIFICATION SERVICES.

If utilizing ACHD's ID Verify Services, Merchant will submit a request to ACHD for verification of consumer information. ACHD will use its best efforts to verify the information provided by comparing that information against various national databases of consumer information records. ACHD will then provide the results of its investigation to Merchant.

a. Permissible Uses. Merchant agrees it will ONLY use this service to effectuate one or more of the following, in accordance with the Gramm-Leach-Bliley Act and 16 CFR Part 313:

1) To protect against or prevent actual or potential fraud; unauthorized transactions, claims, or other liability.

2) For required institutional risk control or for resolving consumer disputes or inquiries.

3) To persons holding a legal or beneficial interest relating to the consumer.

4) To persons acting in a fiduciary or representative capacity on behalf of the consumer.

5) To comply with Federal, State or local laws, rules and other applicable legal requirements.

6) As necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes.

b. Prohibited Business Activities. Merchant confirms that it is NOT involved in any of the following business activities:

1) Investigative companies including private investigators and detective agencies except those licensed for – and exclusively practicing, investigative work for employment purposes.

2) Bail bond companies.

3) Any company or individual listed in the EVS/ACHD Customer Alert Notifications.

4) Dating Services.

5) Internet people locator services to locate lost loves, friends, family members, or for personal reasons, such as dating.

6) Adoption search firms.

7) Diet centers.

8) Credit clinics; credit repair companies; and credit counseling firms.

9) Media agencies; news agencies; and journalists.

10) Businesses operating out of a residence except as provided by ACHD policy.

11) Any fraudulent or illegal activity, such as identity theft, harassment, stalking.

12) Any company or individual who is known to have been involved in credit fraud, or other unethical business practices.

7. RECEIVING REPORTS AND TRANSACTION FILES.

Merchant is responsible for communicating with ACHD's Host Processing System to receive daily reports and/or transaction files. ACHD is under no obligation to transmit this data to Merchant.

8. PRICING AND PAYMENT.

Merchant shall pay for all products and services according to the MSAA, and as those fees may be amended by ACHD from time to time in accordance with these Terms and Conditions. Said fees shall be due and payable by Merchant within thirty days' (30) of receipt of services unless otherwise agreed upon between the parties. Fees will differ depending on type of services and/or level of services Merchant has requested and may be modified by ACHD upon a minimum of ten (10) days' written notice to Merchant. Continued use of the Services shall be deemed acceptance of the revised fees. ACHD is authorized to obtain payment for these fees and any other amounts due under the MSAA, including late fees, by directly debiting Merchant's specified bank account(s). A $25.00 fee shall be assessed for any return of a debit processed to Merchant's account. Failure to pay any amount due to ACHD within the time period or on the terms set forth in this section shall constitute a material breach of the MSAA and these Terms and Conditions by Merchant. ACHD shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, ACHD may elect to terminate Merchant's access to the Services in accordance with Section 24 below. Further, ACHD shall have the right to offset against any

amount payable by ACHD to Merchant under any provision of these Terms and Conditions, any amounts owed ACHD by Merchant, including chargebacks or returns posted to Merchant's account, or any damages sustained by ACHD as a result of Merchant's violation, breach or non-performance of its obligations under these Terms and Conditions. In the event the funds in Merchant's designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to ACHD upon demand and through alternative means. Unless otherwise agreed upon, ACHD may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

9. TAXES.
Merchant is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Merchant's acceptance of the license granted hereunder and use of ACHD's products and services, excluding, however, any taxes payable by ACHD as a result of income earned by ACHD hereunder. Merchant shall reimburse ACHD should ACHD be charged for any tax obligation of Merchant. Merchant shall hold ACHD harmless from all claims and liability arising from Merchant's failure to report or pay such taxes.

10. NSF FEE REBATE PROGRAM.
Merchant may request that ACHD collect the NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for Insufficient Funds (NSF) or Uncollected Funds. ACHD shall rebate Merchant a percentage of any such funds collected from Receiver, as established on the MSAA.

11. INVESTIGATIVE REPORT.
Merchant is on notice that an investigative or Consumer Report may be made in connection with the MSAA. Merchant authorizes ACHD or any Credit Bureau or any Credit Reporting Agency employed by ACHD or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the MSAA or for the purpose of obtaining services from ACHD. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the MSAA.

12. VOLUME AND FINANCIAL RE-EVALUATION.
ACHD reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of ACHD's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount, applicable discount fees or termination of the agreement between Merchant and ACHD in accordance with these Terms and Conditions.

13. CONFIDENTIALITY
Merchant acknowledges that the products, services and information relating to ACHD's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to ACHD (the "Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to ACHD. As such, if ACHD becomes aware of Merchant's breach or threatened breach of this Section 13, ACHD may suspend any and all rights granted to Merchant under the MSAA and these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to ACHD.

14 REPRESENTATIONS AND WARRANTIES.
a. ACHD's Representations and Warranties. ACHD represents and warrants to Merchant that:

1) ACHD's agreement to perform the Services hereunder does not violate any agreement or obligation between ACHD and any third party.

2) To the best of ACHD's knowledge, none of the products or services being provided to Merchant under the MSAA will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

3) To the best of ACHD's knowledge, none of its products or services violates any international, federal, state, or local law or regulation.

4) When executed and delivered by ACHD, the agreement with Merchant will constitute the legal, valid, and binding obligation of ACHD, enforceable in accordance with its terms.

b. Merchant's Representations and Warranties. Merchant understands and agrees that ACHD's ODFI is a third party beneficiary of Merchant's representations and warranties herein. Merchant represents and warrants to ACHD that:

1) Merchant's agreement to license ACHD's products and services and to engage ACHD to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party.

2) To the best of Merchant's knowledge, neither any information delivered by Merchant to ACHD in support of the MSAA and these Terms and Conditions nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

3) None of the activities for which Merchant has engaged the services of ACHD shall violate any international, federal, state, or local law or regulation. Neither Merchant nor any of its affiliates will use the ACHD products and/or services for (i) any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including

without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations.

4) When executed and delivered by Merchant, the agreement with ACHD will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.

5) If applicable, Merchant represents and warrants that with respect to all ACH Transactions originated by ACHD on behalf of Merchant that (i) each Receiver has authorized the debiting and/or crediting of its account (ii) each Transaction is for an amount agreed by the Receiver and (iii) each Transaction is in all other respects properly authorized (iv) Merchant shall provide proof of authorization for any Transaction to ACHD upon request within five (5) Business Banking Days.

15. INDEMNIFICATION.
Each party bears all responsibility for its own employees' actions while in that party's employ. Each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from any material breach of this Agreement. Merchant shall indemnify and hold harmless ACHD and its officers, directors, employees, and agents from and against any and all claims, demands actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of Merchant's representations and warranties contained herein, (ii) any alleged violation by Merchant of any applicable law, Rule or Regulation, or (iii) any action of Merchant, it's agents or employees in connection with any Transaction subject to these Terms and Conditions. Further Merchant acknowledges that ACHD may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name. Merchant shall indemnify ACHD for any losses, liabilities, costs or expenses ACHD or any third party suffers or incurs as a result of an incorrect account or other identification. All disputes between Merchant and its Receiver(s) relating to any Transaction will be settled by and between Merchant and Receiver. All disputes between Merchant and a third party related to the processing of a credit card transaction, unless directly caused by ACHD's Payments*Gateway*, will be settled by and between Merchant and the credit card processor or other third party. Merchant agrees that ACHD bears no responsibility or involvement in any such dispute.

16. LEGAL AND REGULATORY COMPLIANCE.
Each party is solely responsible for ensuring that its policies and procedures meet the requirements of the Rules and Regulations, including Merchant's requirements under the Rules provisions for self-auditing. ACHD bears no responsibility for any lack of compliance with these Rules and Regulations by Merchant and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees not to initiate entries that violate the laws of the United States, including but not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is Merchant's responsibility to obtain information regarding OFAC enforced sanctions. Merchant may obtain further information from the OFAC Compliance Hotline at (800) 540-OFAC.

17. RULES AND REGULATIONS VIOLATIONS.
Merchant shall reimburse ACHD for any fines or loss of funds imposed on ACHD for any violation of the Rules or Regulations by Merchant. ACHD shall provide Merchant written notice of any such fine. In the event Merchant fails to comply with this remedy within thirty (30) days' of notice, Merchant shall be assessed a fee of $100.00 per item in violation of the Rules or Regulations, in addition to any fees imposed by NACHA, ODFI or any other governmental or legal authority. Assessment of such additional fee will in no way limit ACHD's right to pursue action under Section 4j above, or to obtain other remedies available under applicable law.

18. LIMITS OF LIABILITY.
a. Errors of Others - ACHD shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which ACHD may receive or transmit information, and no such entity shall be deemed an agent of ACHD.
b. Damages Waiver -- Neither party shall be liable to the other or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the MSAA and these Terms and Conditions, whether or not (i) any claim for these damages is based on tort or contract; or (ii) the other party knew or should have known the likelihood of such damages occurring under the circumstances. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees. ACHD's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid by Merchant to ACHD during the three-month period preceding the origination of the claim giving rise to liability. No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.
c. ODFI Liability - Merchant understands and agrees that ACHD has full and exclusive power to provide ODFI with directions on Merchant's behalf. ODFI has no liability whatsoever for ACHD's acts, omissions or representations and is not responsible for any loss caused by ACHD. ACHD is not an agent of ODFI and has no authority to act or make commitments on behalf of ODFI. ODFI will not be monitoring ACHD's transactions in respect of Merchant's funds. All Merchant complaints and claims arising out of the MSAA shall be made solely to ACHD. IN NO EVENT SHALL ODFI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR

EXEMPLARY DAMAGES, NOR SHALL ODFI HAVE LIABILITY IN ANY EVENT IN EXCESS OF THE FEES IT RECEIVES FOR HANDLING MERCHANT'S TRANSACTIONS. Merchant agrees that these limitations are reasonable given the fact that no compensation is being paid to ODFI by Merchant.

19. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS

Merchant shall regularly and promptly review all Transactions and other communications from ACHD and shall immediately notify ACHD upon discovery of any and all discrepancies between Merchant's records and those provided by ACHD, the ODFI or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization. Upon notification by Merchant, ACHD will use its best efforts to reverse the Transaction notified of. However, Merchant acknowledges that the Transaction may have progressed beyond ACHD's ability to control by the time of such notice and under such circumstances, Merchant accepts full responsibility for all losses, liabilities, costs or expenses Merchant, ACHD or any third party suffers or incurs as a result of ACHD's inability to reverse the transaction.

20. ACHD SERVICE POLICY.

Merchant acknowledges and understands that ACHD does not warrant that the Services will be uninterrupted or error free and that ACHD may occasionally experience delays or outages due to disruptions that are not within ACHD's control. Any such interruption shall not be considered a breach of the MSAA by ACHD. ACHD shall use its best efforts to remedy any such interruption in service as quickly as possible.

21. USAGE.

a. Use Restricted to Lawful Purpose. Merchant agrees to use the Services solely for lawful purposes. Merchant agrees that it will not transmit any material through ACHD's Payments*Gateway* in violation of any Federal, State or foreign law, including but not limited to, copyrighted material, material legally judged to be threatening, obscene, or material protected by trade secret laws. ACHD reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security breach. Merchant agrees that ACHD, at its discretion, may remove objectionable materials residing on ACHDs servers. ACHD shall use its discretion to define what constitutes objectionable material. ACHD reserves the right to terminate Services to Merchant should ACHD deem Merchant's use of the Services are for an unlawful purpose. In the event of such an occurrence, ACHD shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

b. Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies, rules, regulations, terms and conditions of any networks accessed by Merchant through ACHD's Services. ACHD reserves the right to deny access to, or close any account(s) which, in ACHD's opinion, is (are) causing or may cause, harm to or negatively affect an ACHD server or the server of a third party. In the event of such an occurrence, ACHD shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

22. DISCLAIMER OF WARRANTIES.

Except as otherwise specifically provided herein, ACHD's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, ACHD expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the ACHD products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the ACHD products or services, whether made by employees of ACHD or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by ACHD for any purpose, or give rise to any liability of ACHD whatsoever.

23. FORCE MAJEURE.

Neither party shall be liable for, or be considered in breach of or default under the MSAA on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

24. TERM AND TERMINATION.

The MSAA shall have an initial term of one (1) year from and after the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides thirty (30) days' written notice of termination to the other party. Merchant agrees and acknowledges that should the MSAA be terminated for any reason prior to the expiration of the initial term of one (1) year, Merchant shall be assessed an early termination fee of $99.00, payable to ACHD along with any and all other financial obligations due ACHD in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate without cause within the first 30 calendar days of the initial term. ACHD may immediately terminate the MSAA without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if ACHD reasonably determines that Merchant has violated any term, condition, covenant, or warranty of the MSAA or Terms and Conditions; (iii) if ACHD determines in its sole discretion that Merchant has abused its privileges under the MSAA; or (iv) ACHD determines that the type of business in which Merchant is engaged is or becomes an industry or business that ACHD is prohibited from providing its services to. Upon the effective date of termination of the MSAA, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such

termination) shall survive termination. Promptly upon termination of the MSAA for any reason, Merchant shall return or destroy, as requested by ACHD, all materials pertaining to the Services, including all copies thereof.

25. AMENDMENT OR MODIFICATION OF TERMS.
Unless otherwise provided for in these Terms and Conditions, ACHD reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after receipt of such notice shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by ACHD, by reason of any applicable Rule or Regulation.

26. ASSIGNMENT.
The rights granted under the MSAA and these Terms and Conditions are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of ACHD, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with ACHD and grounds for termination of the MSAA. ACHD may assign its rights and obligations under the MSAA without the approval of Merchant, but shall provide notice of such assignment to Merchant.

27. NOTICE.
Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

28. LEGAL FEES.
In the event of any dispute arising out of or related to the MSAA or these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery.

29. GENERAL PROVISIONS.
The agreement between the parties hereto shall be binding on the parties only upon execution of the MSAA by an authorized representative of both parties. The MSAA shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the MSAA or these Terms and Conditions. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties. The MSAA along with these Terms and Conditions constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. The MSAA may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

30. MERCHANT AUTHORIZATION.
The MSAA and these Terms and Conditions become an effective agreement when signed by an authorized representative(s) of Merchant and ACHD. Further, Merchant agrees to notify ACHD of any important changes in the information provided in the MSAA or any attachments thereto. Merchant acknowledges notification that all payments by check will be converted to an ACH payment and electronically deposited to ACHD's bank account. If any payment is returned unpaid Merchant authorizes ACHD to electronically debit the item and an additional $25.00 processing fee from Merchant's account provided in the MSAA.

APPENDIX A
DEFINITIONS

Account Maintenance - A fee assessed to a Merchant for changing the settlement bank account from the existing bank account to a different bank account. This fee covers the costs associated with verifying the new account.

ACH Network - Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

ACH Transactions – All Entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.

Affiliate – a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

ACH Chargeback – Any ACH item which is returned designated with the following return codes: R05, R07, R10, R29 and R51.

Business Banking Day - Monday through Friday excluding banking holidays.

Credit Entry – An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Excessive Returns - Any merchant with more than the defined percentage of returns in a single billing cycle (calendar month), will be assessed an additional fee per returned item.

NACHA - National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

Operating Rules (the "Rules") - the operational rules established by NACHA which govern all transactions and parties utilizing the ACH Network.

ODFI - Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through ACHD and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with ACHD to initiate ACH entries, on their behalf, to the ACH Network.

RDFI - Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Recall - Similar to a Reversal (see below) but used for recovery of a transaction beyond the four banking day timeframe.

Receivers – An organization or individual consumer that has authorized Merchant to initiate an ACH Transaction to an account they maintain with a financial institution (RDFI).

Regulations - All federal, state and local regulations that govern Internet business, consumer information, credit card transactions and Transactions (as defined below), including but not limited to the FCRA, federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, and Driver's Privacy Protection Act.

Returned Entries - Any Transaction returned or rejected by ACHD, ODFI or RDFI.

Reversal - A request made to the RDFI within four days of effective entry date for return of a duplicate or erroneous entry that has already been introduced into the ACH system.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the deposit of funds for Debit Entries and the extractions of funds for Credit Entries are made.

Settlement Entry – a Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by ACHD at the end of each Business Banking Day.

Transactions – Any transfer of data or information from Merchant to ACHD in a format pre-approved by ACHD, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.

WSUPP - Written Statement Under Penalty of Perjury - A written statement obtained by the RDFI from the consumer prior to initiating a return for an entry that the consumer claims is unauthorized, ineligible or improper or for which the authorization has been revoked.

APPENDIX B
FAIR CREDIT REPORTING ACT REQUIREMENTS

1. The following is a list of permissible uses for the data received through ACH Direct's Verification and Authentication Services (the "Services") in accordance with section 604(a) of the Fair Credit Reporting Act ("FCRA"):

1) In response to a court order or Federal grand jury;
2) In accordance with the written instructions of the consumer to whom the information relates;
3) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer;
4) For employment purposes;
5) In connection with the underwriting of insurance involving the consumer;
6) To determine the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status;
7) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation;
8) Otherwise having a legitimate business need for the information, including:
   a) in connection with a business transaction that is initiated by the consumer;
   b) to review an account to determine whether the consumer continues to meet the terms of the account.
9) For use by state and local officials in connection with the determination of child support payments, modifications or enforcement thereof.

2. Representations by Merchant. Each request for data through the Services shall constitute a representation, warranty and certification by Merchant that the data (a) shall be used and disclosed only in accordance with the provisions of the MSAA, the Terms and Conditions and this Appendix B, and in accordance with any applicable Rules or laws; and (b) shall be used solely for the intended use as provided in the MSAA. ACHD reserves the right to immediately terminate Merchant's access to the Services should ACHD have reason to believe that Merchant is using the Services for a purpose other than a permissible use as provided for in Section 5 and 6 of the Terms and Conditions and this Appendix B. Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

3. In compliance with FCRA requirements, Merchant is hereby instructed to provide to any and all customers whose payments are declined by Merchant based upon information received from ACHD, a means through which the customer may investigate and challenge non-acceptance of the payment. Merchant shall provide a notice of such procedure to its declined customers in writing, in a form substantially similar to the following:

> "We regret to inform you that we were unable to accept your payment based on financial account information received from the below named company:
>
> ACH Direct, Inc.
> 500 W. Bethany Drive, Suite 200
> Allen, Texas 75013
> 866-290-5400, Option 1 or ask for Customer Service - Verification Services
>
> You have the right to be told the nature of the financial account information that was provided by this company upon making a written request to the company at the contact information provided above within sixty (60) days of receipt of this notification. "

HEARING NO. 114,277

TO: Jeffrey D. Dunn Munsch Hardt Kopf & Harr, P.C. 500 North Akard Street, Suite 3800 Dallas, TX 75201-6659	§ § § § § § § § §	RE:FORTE PAYMENT SYSTEMS, INC. TAXPAYER NO.: [redacted] AUDIT PERIOD: January 1, 2009 through December 31, 2012 AUDIT OFFICE: Audit - Dallas E 2155 TYPE OF TAX:Sales And Use Tax/RDT **REPLY DATE: April 27, 2018**

POSITION LETTER

Background[1]

Forte Payment Systems, Inc. (Petitioner) provides payment processing services to merchant customers for accepting automated clearing house (ACH) and credit/debit card payments.

Petitioner's Contentions

Petitioner disagrees with the auditor's adjustments in Exam 100 for sales to its customers and contends these services are financial transactions similar to banking transactions or credit card processing that the Comptroller has historically treated as nontaxable.

Hearings and Tax Litigation Section's (Respondent) Position

Respondent contends that all charges for the services provided are taxable data processing services.

Texas imposes a tax on each sale of a taxable item in this state.[2] The term "taxable item" includes tangible personal property and taxable services.[3] The Legislature has elected to tax only those services that are specifically enumerated in Section 151.0101.[4] Thus, the Comptroller has long held that, to impose tax on a service, Staff must demonstrate not only that a service was sold but that the service is taxable.[5] If Staff demonstrates, *prima facie*, that a service is taxable, it becomes the taxpayer's burden to prove, by a preponderance of the evidence, that Staff is incorrect or by clear and convincing evidence that the taxable service was exempt from taxation.[6] Petitioner

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[1] Unless otherwise indicated, all references to "Section" are to the Texas Tax Code, and all references to "Rule" are to Title 34 of the Texas Administrative Code. Comptroller's Decisions and STAR Documents cited below can be found on the Comptroller's State Tax Automated Research (STAR) System. The Texas Tax Code, Texas Administrative Code, and the STAR System are all accessible from the Comptroller's website at https://www.comptroller.texas.gov/taxes.

[2] Section 151.051.

[3] Section 151.010.

[4] Comptroller's Decision No. 112,553 (2016).

[5] Id. *See also* Comptroller's Decision No. 102,386 (2014).

[6] Comptroller's Decision No. 112,553 (2016) and Rule 1.40.

EXHIBIT

4

contends that the auditor erred when he concluded that the services provided by Petitioner were taxable data processing services. Therefore, Staff must demonstrate, *prima facie*, that the fees at issue are taxable.[7]

Data processing services are taxable.[8] A taxable data processing service "includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production . . . and other computerized data and information storage of compilation."[9] The use of the term "includes" in Section 151.0035 demonstrates a legislative intent to define data processing as broader than the enumerated activities stated in the statute.[10] The Tax Code also gives the Comptroller exclusive jurisdiction to interpret the scope of taxable services.[11] The Comptroller has adopted an administrative rule to further define and clarify taxable data processing services. Rule 3.330(a)(1) states in relevant part:

> Data processing services - the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer. Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks.

However, though computerized manipulation and storage of information are considered to be taxable services, data processing "does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service."[12] Comptroller Decisions and taxability determinations have applied the "essence of the transaction" test when determining the taxability of pure service transactions.[13] In order to make a determination regarding Petitioner's claim of error in the audit, the case at bar requires considering not only the technical content of the services but Petitioner's customers' objective in purchasing the services.[14]

Petitioner provided invoices which listed line item charges for the various services provided, Merchant Services Application and Agreement and Merchant Services Terms and Conditions. Sections 4 and 5 of the Terms and Conditions refer to "Transaction Processing Services" and "ACH Processing Services." In performing these services, Petitioner compiles and produces records of transactions and maintains information about transactions. To process a transaction or payment, Petitioner performs "data retrieval, data search, information compilation ... and other computerized data and information storage or manipulation," as described in Section 151.0035.

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[7] Comptroller's Decision No. 112,553 (2016).
[8] Section 151.0101(a)(12).
[9] Section 151.0035.
[10] Comptroller's Decision No. 112,553 (2016). *See, e.g.*, Comptroller's Decision Nos. 105,009 (2012); 47,246 (2007).
[11] Section 151.0101(b).
[12] Rule 3.330(a)(1).
[13] *See, e.g.*, Comptroller's Decision Nos. 112,104 (2016); 109,109 (2015); 105,515 (2013); 104,317 (2012); 48,328 (2011); 39,916 (2004) and 39,557 (2004); State Tax Automated Research (STAR) Document No. 200112592L (2001).
[14] Comptroller's Decision No. 112,553 (2016).

Comptroller's Decision No. 35,785 (1997) is directly on point. In that hearing, the Claimant subcontracted the verification and processing of credit card transactions between merchants and their customers. The subcontractor provided the following services: authorize (determine and inform merchant that a credit card customer has sufficient credit to cover a specific purchase request); decline (determine and inform merchant that a credit card customer does not have sufficient credit to cover a specific purchase request); and capture (after authorization, keeping up with and accounting for each specific transaction). In the instant case, Petitioner provides similar services to its customers, such as verification that a customer has sufficient credit to purchase an item. The Comptroller's Decision held that "the processing of credit card transactions is taxable data processing." Like the subcontractor in that hearing, Petitioner is processing transactions and payments and is providing a taxable data processing service. The facts in this case, therefore, support a conclusion that Petitioner was performing taxable data processing services during the audit period.

Petitioner further asserts that its position is supported by *Hegar v. CheckFree Services Corp.*, No. 14-15-00027-CV, 2016 WL 1576414 (Tex. App.–Houston, April 19, 2016, no. pet.) (mem. op.).

However, the instant case is distinguishable from *CheckFree*. Among the findings of fact in *CheckFree* were that the professionals employed by CheckFree were "responsible for critical monitoring and detection of fraud, money laundering, and other financial risks" as well as "compliance with complex government regulations." These responsibilities show that CheckFree's employees were engaged in the provision of professional services. On the other hand, Petitioner has not provided any documentation to show that the essence of its services is the provision of professional services.

In the *CheckFree* case, the court also found that "CheckFree has thousands of skilled and/or certified professionals who collaborate in the performance of these professional services centered around bill payment," and that the service provided by CheckFree "is a professional service requiring accredited or certified professionals across several areas..." Petitioner has provided no evidence that it is providing a professional service or that it has accredited or certified professionals providing these services.

Unlike *CheckFree*, Petitioner has not shown that its customers are purchasing a professional service. In *CheckFree*, the court found that the functions or activities that were incidental to the bill pay service, such as, invoices, reports, and customer service, were not the service that CheckFree sells to the financial institutions. In the instant case, those are the very services Petitioner provides - they are not incidental. Petitioner contracts with its customer to perform transaction processing services. In performing this service, Petitioner processes information for the purpose of compiling and producing records of transactions and maintaining information. Petitioner is providing taxable data processing.

It is Respondent's position that it has met its burden in establishing the taxability of the services provided by Petitioner. Thus, it is Petitioner's burden to show audit error by a preponderance of the evidence.[15] Based on record evidence, Petitioner has not met this burden.

Procedure

You must accept or reject this Position Letter on the attached form and return it on or before **April 27, 2018.**

If you have any questions about the AHS position or any hearings procedures, my direct line is (800) 531-5441, ext. 3-7541 or for calls in Austin (512) 463-7541.

Respectfully submitted this 13th day of March 2018.

Kathy Pickup

Kathy Pickup
Tax Hearings Attorney
Administrative Hearings
Texas State Bar No.00791128
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, TX 78711-3528
Telephone: 512-463-7541
Facsimile: 512-463-4617

Attachment

[15] Rule 1.40(2)(B).

KP/lg

Hearing No. 114,277
FORTE PAYMENT SYSTEMS, INC.
Audit Period: January 1, 2009 through December 31, 2012
Sales And Use Tax/RDT

ACCEPT OR REJECT POSITION LETTER

1. AGREE WITH POSITION LETTER

   _____ Please calculate the liability or refund in accordance with the Position Letter and dismiss the hearing.

2. DISAGREE WITH POSITION LETTER (check one):

   _____ All additional facts, legal argument, or documents for consideration are attached as a Reply.

   _____ All facts, legal arguments, and documents have already been provided. No additional information or documentation is attached as a Reply.

AHS may issue a Response pursuant to Rule 1.16 if additional facts or legal arguments are presented in the Reply.[1]

AHS will move to dismiss if this form is not completed, signed, and submitted within 45 days as required by Rule 1.10.

AHS will move to dismiss this hearing for want of prosecution if no additional facts, legal arguments, or documents are attached as a Reply and prior submissions do not include the information required by Rule 1.7 or supporting documents.

Return form by **April 27, 2018** to: Comptroller of Public Accounts
Administrative Hearings – 1L20
P.O. Box 13528
Austin, TX 78711-3528
Fax No. 512-463-4617
Email: AHS.Service@CPA.Texas.gov

_____ _____
Signature Date
Jeffrey D. Dunn
Munsch Hardt Kopf & Harr, P.C.

_____ **Initial here if you agree to service by email of all documents related to this hearing in accordance with Rule 1.32 (Service).** If the case is not resolved prior to a hearing on the merits, this agreement to be served by email will include the Notice of Hearing and other documents provided to the State Office of Administrative Hearings, the Comptroller's Decision or Order, and the final statement of account at the conclusion of the case.

My email address is: _____

[1] All references to "Rule" herein mean the Rules of Practice & Procedure, Title 34, Texas Administrative Code, §§1.1-1.42.

MUNSCH HARDT
DALLAS / HOUSTON / AUSTIN

Ross Tower
500 N. Akard Street, Suite 3800
Dallas, Texas 75201-6659
Main 214.855.7500
Fax 214.855.7584
munsch.com

Direct Dial 214.855.7588
Direct Fax 214.978.4342
jdunn@munsch.com

January 11, 2018

Texas Comptroller of Public Accounts
Audit Processing Section
P. O. Box 13528
Austin, TX 78711-3528

c/o Ms. Margarita Flores

Re: Forte Payment Systems, Inc.
Taxpayer Number [redacted]
Sales and Use Tax Audit
Audit Period: January 1, 2013 through April 30, 2016

REQUEST FOR REDETERMINATION HEARING & STATEMENT OF GROUNDS

Dear Ms. Flores:

Forte Payment Systems, Inc. ("Forte") requests a Redetermination Hearing for the Sales and Use Tax Audit conducted for the period of January 1, 2013 through December 31, 2016 as set forth in this Statement of Grounds. Forte reserves the right to amend this Statement of Grounds as provided in the Comptroller's regulations and applicable law. Forte respectfully requests the Comptroller's redetermination of the Sales and Use Tax Liability based on the following:

CONTENTION #1 – CORRECTION OF ERRORS

During the audit, Forte was unable to produce three invoices, including two invoices for certain asset purchases from Intuit and one invoice from Salesforce.com, Inc. We understand the auditor assessed sales tax on the Intuit purchases as part of Exam 200 and the Salesforce.com purchase as part of Exam 301 pending delivery of invoices showing that sales taxes on these purchases were paid. Attached to this letter as Exhibit A are copies of the three invoices, each showing that sales tax was paid on each of these purchases. We therefore request a credit in the amount of sales taxes paid against the sales taxes assessed against Forte on these purchases and an adjustment for the rate applied to the population as a consequence of the removal of these invoices. While we believe the auditor assessed these taxes as part of Exam 200 and Exam 301, respectively, the tax should be credited against the tax assessed on these purchases if they were actually assessed under a different Exam number.

EXHIBIT
5

CONTENTION #2 – EXAM 100 ADJUSTMENTS: PAYMENT PROCESSING SERVICES PERFORMED BY FORTE ARE NOT TAXABLE AS "DATA PROCESSING SERVICES" AND THEREFORE SHOULD NOT HAVE BEEN ASSESSED SALES TAX

A. Electronic Payment Processing Services are not taxable as Data Processing Services

The Exam 100 Adjustment Report shows $143,772.96 in "disallowed deductions" for various sales transactions characterized as taxable "data processing services." However, the Exam 100 Detail Report identifies each of the disallowed deductions as "payment processing transactions." The auditor erred in equating payment processing transactions with data processing transactions because they are not substantively the same or similar. Payment processing transactions, which are provided by Forte electronically through the Automated Clearinghouse House (ACH) Network and credit card networks, is a service that is substantively the same thing as an "electronic bill pay" service which was found not to be a data processing service in *Hegar v. CheckFree Services Corp.*, NO. 14–15–00027–CV, 2016 WL 1576414, *1 (Tex. App.—Houston [14th Dist.] April 19, 2016, no pet.). The *CheckFree* opinion correctly draws a distinction between "data processing services" as defined in the Texas Tax Code and the services provided by Forte (which are not data processing services), and as such, the opinion is directly on point as judicial precedent for Forte's position.[1]

Data processing services are identified as taxable services in Tax Code Section 151.0101(a)(12). The statutory definition of "data processing services" appears in Tax Code Section 151.0035, which states that data processing services "includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production . . . and other computerized data and information storage or manipulation." A data processing service "also includes the use of a computer or computer time *for data processing* whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service." (Emphasis added.)

Under the jurisdiction given to the Comptroller by Tax Code Section 151.0101(b) to interpret the scope of taxable services, the Comptroller has adopted a regulation to further define and clarify the meaning of "data processing services." This regulation, codified in 34 Texas Administrative Code Section 3.330(a)(1), states in relevant part:

> Data processing services – the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer.

[1] An audit by the Comptroller of Forte's services for the 2009-2012 period reached the same conclusion (i.e., that Forte's payment processing services were taxable as data processing services). Forte submitted detailed statements of grounds for redetermination of that audit's conclusions, also based on the *CheckFree* case. As of the date of this letter the Comptroller has not yet responded with its Position Letter.

> Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks. ***Data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws***, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns[.][2]

Forte's payment processing service is a wholly nontaxable service because its use of computers to process payments is only incidental to a non-taxable service or the means by which those non-taxable services are performed. It is apparent that the auditor misunderstood the substance of Forte's services by equating them with data processing services merely because the auditor observed employees using computers. Forte is not retained by its customers merely to compile and produce records of transactions, or to maintain information, or to enter and retrieve information. Furthermore, Forte is not retained to perform word processing, payroll or business accounting, or to perform computerized data and information storage or manipulation.

Forte sells ACH payment processing and debit/credit card payment processing services to merchants as its core business model.[3] In contrast to data processing, Forte's services require (1) proprietary software that is neither sold nor leased to its customers, (2) highly skilled employees to operate and manage the proprietary software and ensure that payments are correctly and timely processed as well as monitored for fraud and money-laundering risks, and (3) an assumption of regulatory and credit risk with respect to the payments it processes. Forte does NOT provide financial management services such as determining whether bills should be paid or when they should be paid, the portion to be paid, the amount of payment, or the order of payment priority. Those decisions are made exclusively by Forte's customer.

Although Forte also provides computerized compilation and production of records of Forte's payment transactions, maintains information involving Forte's payment transactions, and enters and retrieves such information for its customers, those services relate solely to Forte's payment processing activity and are incidental and ancillary to the payment processing service and are NOT the core service for which Forte is retained. The *essence* of the services provided by Forte is a professional service requiring the skill and knowledge of highly skilled professional employees utilizing Forte's proprietary software which is neither sold nor licensed to Forte's customers.

The Court in *Hegar v. CheckFree Services Corp.*, cited above, examined a "bill pay service" provided by CheckFree on behalf of its bank customers and concluded that the service was not a taxable

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[2] 34 Tex. Adm. Code Section 3.330(a)(1) (emphasis added.)

[3] Government entities are also customers of Forte, but the same risks apply to processing payments on behalf of government entities as to retail merchants.

data processing service under Texas law, thereby reversing the Comptroller's audit findings to the contrary. The *CheckFree* decision provides direct support for Forte's position that neither its ACH payment processing services nor its card payment processing services are taxable data processing services under Texas law.

B. Description of Forte's ACH payment processing service.

The ACH Network is an electronic network used in the United States for financial payments. The network processes large volumes of credit and debit entries to bank accounts in batches. ACH credit transfers include direct deposit, payroll, and vendor payments. ACH debit transfers include payments made to merchants by their customers or payments of fees and taxes to governments. The ACH Network is governed by private rules enforced by the National Automated Clearinghouse Association ("NACHA") and referred to as the NACHA Operating Rules ("NACHA Rules").[4] In addition, certain federal laws such as the Electronic Fund Transfer Act (and its corresponding "Regulation E") and laws relating to the Office of Foreign Asset Control ("OFAC") routinely apply to ACH payments.

Forte operates as a "Third-Party Sender" under the NACHA Rules. A Third-Party Sender is a third party service provider that acts as an intermediary in transmitting ACH debit and credit entries on behalf of Originators (Forte's merchant customers) to the Originating Depository Financial Institution ("ODFI"), which in turn sends the entries into the ACH Network for settlement. The parties whose accounts are credited or debited are called "Receivers," and their banks are called Receiving Depository Financial Institutions ("RDFIs"). The Third-Party Sender therefore acts on behalf of Originators in sending ACH entries to its ODFI or may itself originate ACH entries and send them to its ODFI. Accordingly, merchants contractually engage Forte to process payments that the Originators originate to make payments to their customers (ACH credits) or from their customers to the Originators (ACH debits). Forte is able to process the payments into the ACH Network as a consequence of its contracts with one or more ODFIs. What sets apart Third-Party Senders from other ACH service providers is that Forte's merchant customers do not have a direct contractual relationship with the ODFI that sends their ACH entries into the ACH Network. As such, Third-Party Senders like Forte have contractual arrangements with their customers (the Originators) as well the ODFIs (the banks) that send payment instructions into the ACH Network for settlement. As such, Forte is exposed to numerous risks and liabilities that other types of ACH payment service providers do not assume.

To address this risk and liability, Third-Party Senders must perform mandatory due diligence and prudent underwriting when on-boarding merchants and then monitor payments for fraud and other risks (such as money-laundering risks) throughout the payment process. This requires a highly skilled staff capable of obtaining and evaluating information about merchants before they are on-boarded as customers and then monitoring transactions after on-boarding and making prompt decisions (often in real time situations) when problems or anomalies are discovered. Forte, for example, assumes substantial credit risk. Forte must use its own capital to cover chargebacks from ACH debit transactions returned because the debits were not properly authorized by customers of Forte's customers, or for unreimbursed ACH credit transactions. In addition, Forte assumes operational risk (i.e., the software

[4] For a copy of the NACHA Rules and further explanation of the ACH Network, see https://www.nacha.org/rules

technology must work properly 100% of the time, and a professional team must be constantly monitoring payments transactions), and regulatory compliance and legal risk (see below) as a Third-Party Sender. A complete description of these risks is beyond the scope of this letter, but as an example, under Subsection 2.15.2 of the NACHA Rules, a Third-Party Sender is required to warrant to its ODFI that its Originators (Forte's merchant customers) have agreed to assume the responsibilities of an Originator under the NACHA Rules (e.g., obtaining proper payment authorizations from customers). When the merchant fails to comply, the Third-Party Sender indemnifies the ODFI from and against any and all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs that result from the violation. This indemnity must be paid even if Forte's customer caused the violation and the customer is unwilling or unable to reimburse Forte. The Third-Party Sender is also required to make the same warranties that its ODFI makes under the NACHA Rules to the ACH Operator (the Federal Reserve) and RDFIs, and assumes liabilities under its contractual relationships with its ODFIs for all entries originated by Forte and its customers.

In addition, the NACHA Rules require each Third-Party Sender to perform the same requirements imposed on its ODFI under the NACHA Rules to the extent the Third-Party Sender performs any of those obligations, including monitoring the origination and return activity of its merchants across multiple settlement dates, enforcing restrictions on the types of entries that may be originated by the merchants, and enforcing, with respect to its merchants, exposure limits set by the Third-Party Sender or the ODFI, and warranting that it is legally able to perform those functions. In addition, the Third-Party Sender must agree to make payment to the ODFI for any credit entries it originates (regardless of whether the Third-Party Sender is reimbursed by the merchant customer who authorized the credit entries) and for any debit entries that are returned or "charged back" (regardless of whether the Third-Party Sender can recover the charged back debit from its merchant customer). The Third-Party Sender is also liable for the retention and delivery to the ODFI and each RDFI, as required by the NACHA Rules, of any records, documentation, or data regarding records of entry authorizations, copies of items, and copies of eligible source documents, even though those documents are obtained and held by the merchants. NACHA enforces the NACHA Rules with an extensive program of fines that can be assessed against ODFIs for the failures of their Third-Party Senders and Originators, all of which Forte would be required to pay through its mandatory indemnity of the ODFI when the fines are the result of merchant violations. The NACHA Rules coupled with Forte's contractual obligations with its ODFIs essentially mean that Forte assumes 100% liability for unpaid ACH credits, unreimbursed debit chargebacks, fraudulently submitted transactions by fraudulent merchants and/or customers, and NACHA fines attributable to its merchant customers regardless of whether Forte is at fault and regardless of whether Forte is able to obtain reimbursement from its customer who caused the liability. All of these rules can be found in the NACHA Rules.

The credit and debit card processing risks and liabilities imposed on Forte are nearly identical to the ACH risks and liabilities except that these risks and liabilities flow through the applicable card network rules (e.g., VISA and MasterCard) instead of the NACHA Rules, and from Forte's agreements with member service providers of card networks instead of ODFIs. Like the ACH payment transactions,

Forte contractually assumes 100% responsibility for fraud detection and other risks associated with card payments, including chargebacks.[5]

The liability risk has been further heightened by actions taken by the Federal Trade Commission ("FTC") and the Consumer Financial Protection Bureau ("CFPB") that attempt to hold ACH payment processors and card payment processors liable for the alleged illegal or wrongful acts of their merchant customers with respect to their business practices with their consumer customers. This liability is imposed by using broad "unfair and deceptive acts and practices" laws, in essence requiring ACH payment processors and card payment processors, like Forte, to act as "policemen" in the enforcement of consumer protection laws applicable to their merchant customers even though the same laws are not applicable to the payment processors. This controversial trend has imposed yet another layer of legal and compliance risk that requires Forte to vet and constantly monitor merchant customers and their payment transactions *even when the transactions are otherwise fully compliant with the NACHA Rules and applicable card network rules.*[6] A person providing "data processing services" assumes none of this risk.

The broad scope of potential liability under the NACHA Rules, card network rules, federal regulatory compliance, and contractual liabilities (either to the ODFI with respect to ACH payments or member service providers in the card networks) coupled with constant vigilance with respect to software functionality, security and maintenance, requires Forte to employ professionals who understand this risk and liability and who are capable of properly underwriting prospective merchants, monitoring transactions, and performing critical software security and maintenance, fraud detection, and risk management throughout the life of the transactions. In addition, Forte's intellectual technology professionals build analytical reports to aid in the discovery of anomalous payment transactions that pose technical and liability threats. These tools help alert Forte to critical decision-making that is required during the payment process when anomalous payment transactions are discovered. Forte simply could not operate this type of business without a highly skilled staff and proper software to power the business.

C. Proprietary software powers Forte's payment processing service.

In reaching the conclusion that CheckFree was providing a "professional service," and not a "data processing service," the Court in *CheckFree* pointed out that (a) CheckFree utilized an electronic delivery platform to facilitate the performance of its bill pay service, (b) CheckFree monitored and supported its software and hardware, and (c) the platform was not the service CheckFree sold or licensed to its customers (instead, the technology was part of the delivery platform for the service, "or the inputs that produce the service, but they are not the service"). Like CheckFree, Forte utilizes its own proprietary software to facilitate the performance of its ACH payment and card payment processing

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[5] In 2015, MasterCard audited Forte's risk management and network rules compliance. Additional details concerning credit card processing are discussed in Part F below.

[6] For a discussion of these trends, see http://www.electran.org/ocp/. The CFPB has also made similar allegations against both ACH and card payment processors. See https://www.consumerfinancemonitor.com/2015/04/09/why-the-cfpbs-new-lawsuit-resembles-operation-choke-point/

service, constantly monitors and supports its proprietary software, and the software is not the service Forte sells or licenses, but is instead part of the delivery platform for the service.

Jeff Thorness is the owner and founder of Forte, which was formed in 1998. Before founding Forte, Mr. Thorness worked as a software developer for a card payment processor where he learned about the credit card industry and was first introduced to the ACH Network. With the idea of building an ACH payment processing company that would work in the same manner as credit and debit card processing companies, Mr. Thorness left his position with the card processing organization in 1997 and spent roughly one year developing the proprietary software that would be used to power Forte's business. This software was used during the audit period to perform Forte's ACH payment processing and card payment processing services and internally to perform underwriting, risk management and billing functions. The software was written from the ground up by Mr. Thorness using the Clarion Programming Language and subsequently upgraded by Forte's team of software developers.

The proprietary software program is the core of Forte's ACH payment processing and card payment processing business model. As such, Forte has taken a number of steps to maintain sole ownership and control over all of its software programs through contract restrictions and physical restrictions on use and integration. The proprietary software is a trade secret. Like CheckFree, Forte does not sell or license its software to its customers; instead, like CheckFree, it provides a non-exclusive and nontransferable license to access and use the payment processing services which Forte sells. Forte's retention of ownership rights is clearly set forth in its merchant processing agreements used during the audit period. Copies of relevant merchant processing agreements used during the audit period are attached as Exhibit B to this letter. Note that the services sold to Forte's customers were not "data processing" services and that agreements were incorporated to protect Forte's proprietary intellectual property rights in its technology and that those rights were not sold or leased to Forte's customers.

There is no substantive factual distinction between the proprietary software used to power CheckFree's business and the proprietary software used to power Forte's business.

D. Forte utilizes professionals to manage and operate its ACH payment and card payment processing service.

The Court in *CheckFree* relied on the fact that CheckFree employed "professionals" to manage and operate its business, thereby resulting in the description of the service as a "professional service." The Court indicated that CheckFree employed "over 3,000 associates and professionals," but did not disclose the percentage of professionals versus associates. The Court quoted from the statement of facts to show that "CheckFree has thousands of skilled *and/or* certified professionals who collaborate to participate in the performance of these professional services centered around bill payment." (Emphasis added.) Thus, the Court defined a "professional" as an employee who was either certified in some capacity or skilled to perform a certain task. The opinion did not state or suggest that ***all employees*** must be certified to qualify as a professional service. These CheckFree employees were necessary to provide "support directly to the banks' users in cases where payments were not made as instructed," to "manage the bill pay process and make decisions at multiple stages of the bill pay process," and to provide "critical monitoring and detection of fraud, money laundering, and other financial risks, as well as compliance with complex government regulations." In addition, a special team "dealt with errors and

other customer service issues that arose after bill payment occurred." The Court concluded that these professionals were not a minor part of the bill pay service, but were instead the "secret sauce" of the service.

The opinion also stated that some of CheckFree's services required "accredited or certified professionals" to perform special tasks "across several areas including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting," but the opinion did not indicate how many professionals of CheckFree's 3,000 employees were accredited or certified, or indicate that the business was required to have a specified minimum percentage of accredited or certified employees compared to employees who were not accredited or certified, in order to qualify as a "professional service." Accordingly, it was not the absolute number or percentage of professionals who were "accredited or certified" that mattered in the Court's decision that CheckFree was providing a professional service; what mattered was that the business model could not be operated or managed without the collaboration of skilled, certified, and/or accredited employees, all of whom were viewed as "professionals," as opposed to a service where unskilled employees are retained merely to compile and produce records of transactions, maintain information, or enter and retrieve information into computers.[7]

Forte's employment base during the audit period was considerably smaller than CheckFree's, but Forte faced the same operational, risk management and legal compliance challenges faced by CheckFree, as described above, and as such, needed skilled employees to perform the same functions. Accordingly, Forte, like CheckFree, required a workforce of skilled, accredited, and certified employees to work collaboratively in operating and managing its business. During the audit period, Forte employed 184 employees, but not all of these employees were working at the same time. Some were hired prior to the audit period and were employed throughout the audit period or left employment prior to the end of the audit period. Some were hired during the audit period and worked for the remainder of the audit period or left employment prior to the end of the audit period. All employees had some form of specialized training or required skills for their jobs and therefore constituted "professionals" within the meaning of that term as used in the *CheckFree* case.

Some of the certifications held by some of the employees during the audit period include "Accredited ACH Professionals" (from NACHA -- the highest accreditation possible in the ACH industry); Certified Scrum Product Owner (by Scrum Alliance); SAP – Systems Applications and Products; Dell Certified Systems Engineering (certified by Dell); A+ Certification (certified by Dell); IEX Workforce Certification; Situational Leadership Training Certified; Quality Certified on Escalated Account and Risk Analysis; Microsoft Certified Professional Certification (certified through Microsoft); Red Hat Certified Engineer (certified by Red Hat); SDLC – Software Development Lifecycle; Rational Certification; Dell Repair Certified (certified by Dell); Information Mapping Professional Certification (certified by Information Management International); Certified Penetration Tester (certified by Information Assurance Certification Review Board); Microsoft Certification (by Microsoft); Network Certification (Collin College); Microsoft Technology Associate Network Fundamentals Certification (by

[7] In one passage in the opinion the Court also said that CheckFree used "thousands of certified specialists," but this is not supported by the statement of facts or the excerpts of witness testimony relied upon by the Court. That assertion is highly unrealistic and improbable if total employment was 3,000 people as indicated in the opinion.

Microsoft); and Microsoft Office Specialist Certified (from Microsoft); Microsoft Certified Technology Specialist (from Microsoft); and Microsoft Certified Solution Developer (from Microsoft). Also, 109 employees had postsecondary degrees, and 21 had graduate level master's degrees or higher.

Many different skills are required to provide payment processing support for merchants and their customers, including assistance when payments are not made as instructed, management and monitoring of the payment process and making decisions at multiple stages of the payment process (other than the decision to make a payment, which is made solely by the merchant or its customers), to provide critical monitoring and detection for fraud, money laundering and other financial risks, to ensure compliance with complex government regulations and ACH rules, and to deal with errors and customer service issues. In addition, as indicated above, the Court in *CheckFree* noted that "accredited or certified" employees were needed to perform only certain tasks, including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting.

Forte has prepared a chart naming each of these employees, the dates of their employment, college degrees, advanced degrees, other education, certifications and accreditations, specialized training, payment industry experience, job specific experience, and special skill sets required for their jobs. Forte would be happy to share this chart with the Comptroller if appropriate measures can be taken to ensure the confidentiality of the named employees.

Forte's professional employee skill sets not only included all of the skills of CheckFree's employees as described in the *CheckFree* opinion, but also many other specialized skills, including complex analytics; credit reviews; financial analysis; account management; "Know Your Customer" compliance; anti-money laundering compliance; coding skills; project management skills; financial audit skills; fielding customer complaints; data security; internal and external audits; software design and engineering; software analysis, debugging, and testing; graphic and visual design, verification, and support; Payment Card Industry data security compliance; security management; intellectual technology security and maintenance on servers; and training which occurs on an on-going basis. Forte's Payment Card Industry compliance requirements, in particular, require compliance with Payment Card Industry (PCI) Payment Application Data Security Standard (PA-DSS) v3.2. Forte has been rigorously audited by external auditors since 2006 for compliance with this standard. Such compliance requires a special skill set of professionals to ensure and maintain a secure payments platform that is impenetrable by hackers and fraudsters.[8]

Like CheckFree, these skilled, certified, and accredited employees were collaborating to provide a professional service as opposed to merely using computers to compile and produce records of transactions, maintain information, or enter and retrieve information. They were not a minor part of the services provided by Forte, but were the "secret sauce" of the service.

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[8] For additional information this particular PCI security standard, see https://www.pcisecuritystandards.org/documents/PA-DSS_v3-2.pdf?agreement=true&time=1515617875445.

E. Activities that appear to be data processing services in isolation were incidental to facilitating the ACH payment processing and card processing service.

The Court in *CheckFree* also pointed out that CheckFree prepared invoices and reports as part of its customer service, including "numerous reports for the banks containing detailed information regarding the users and payments that were processed during the reporting period." Although the Court acknowledged that these services in isolation could be labeled "data processing services," the Court noted that these services were "incidental to the bill pay service" and not the actual service. Consequently, these services did not convert CheckFree's business into a data processing service and were not taxable as data processing services. Likewise, Forte also prepared reports and other data for its customers relating to the payment transactions it processed, as incidental to the ACH payment and card processing service sold to the customers. Like CheckFree, they were incidental tasks and not the services being sold to its merchants. In addition, during the audit period some add-on products were offered to ACH customers such as account verification services and customer identification services, but these products were optional and ancillary to ACH and card payment processing services.

The Court in *CheckFree* emphasized that the trial court "properly focused on the 'essence of the transaction' at issue, rather than simply the involvement of a computer, to determine the nature of the services CheckFree provided." The Court said the trial court was required "to determine whether CheckFree ***does something more than*** 'compiling and producing records of transactions, maintaining information, and entering and retrieving information.'" (Emphasis added.) In other words, the Comptroller is required to determine whether CheckFree was providing a professional service "facilitated by the use of a computer" rather than simply using computers in its business.

F. Credit and debit card processing.

Forte offers a payments "gateway" function to allow its customers to accept payments either by ACH or debit/credit cards. Both types of payment processing services were provided during the 2013-2016 audit period. The Comptroller did not assess sales tax on card processing services for the 2009-2012 audit, but we cannot determine if the Exam 100 assessment on sales of $2,178,377.96 for the 2013-2016 audit period includes sales taxes solely on ACH processing services or both ACH processing services and card processing services. Accordingly, in the event the sales tax was assessed on both ACH payment processing and card processing services, the assessment was incorrect because credit card processing is analogous to ACH payment processing and does not constitute a "data processing service."

In the capacity of card payment processing, Forte was required (and continues to be required) to comply with card network rules and contractually assumes 100% of the liability for chargebacks and rules violations in the same manner as ACH payment processing under the analogous NACHA Operating Rules applicable to ACH payment processing. Under its agreements with card service providers, Forte must assume the same fraud detection, fraud monitoring, and risk management as Forte assumes under ACH payment processing and therefore performs the same underwriting and monitoring functions as required for ACH payments. Any unpaid chargebacks and card network fines attributable to card payments initiated by Forte's merchants or its customers are Forte's responsibility. In addition, Forte used its proprietary software to power these transactions in the same manner as ACH payments and did not sell or license that software to anyone. Thus, the "essence of the transaction" was (and is

today) a professional service that utilized computers that did something much more than merely compile and produce records of transactions, maintain information, and enter and retrieve information. It was (and remains) a professional service requiring professionals to operate and manage, and therefore the service was not a taxable data processing service.

This conclusion is supported by the *CheckFree* case as well as prior Comptroller precedent, including Letter Ruling, dated December 13, 1990 (STAR document 9012L1089F04), in which guidance was provided to a company engaged in charging monthly fees to merchants in conjunction with credit card processing services, and that certain Taxability Response, dated December 15, 1995 (STAR Document 9512T1384E03).

G. Other Comptroller rulings

a. Mixed Transactions Theory – Not Applicable

To the extent applicable and relevant, Forte disagrees with any conclusion that disputed adjustments (Exam 100) involved a mixed transaction involving both taxable and non-taxable items. There are no separately, readily identifiable elements of value to render the essence of the transaction test inapplicable such as found in Hearing NO. 36,311, dated July 6, 2004 (STAR Document 200409879H), where in Findings of Fact No. 12 the Staff (Hearings Attorney – Elias Lorenzana) agreed to delete, prior to hearing, all adjustments related to "Payments Processed," "Transactions Processed," "Full Applications Processed," "Pre-Approved Applications Processed," "Batch Applications Processed," and "Special Applications." Administrative Law Judge JOE GRECO concurred.

b. Electronic Fund Transfers – Not Taxable

In that certain Letter Ruling, dated December 20, 1995 (STAR Document 951L139208), the Tax Policy Division issued the following statement (see below) which affirms that electronic funds transfers are not taxable. It is Forte's position that this decision supports the contention that "electronic payment processing services" (i.e., electronic fund transfers) are not taxable.

> "Thank you for letter of December 11, 1995, about your Texas sales and use tax responsibilities for the services you will provide. The local bank drafting business is a new business industry. Your firm contracts with other companies to draft their customers' checking accounts for the recurring fees they collect from their customers each month. The new business is similar to electronic fund transfers. Instead of transferring funds electronically, your firm prints a paper draft. This paper draft looks just like a check you would write except it has no signature. It is pre-authorized by the customer and states that on the draft.
>
> The process used for this is as follows: Your firm contracts with ********** (as an example) to draft its customers wishing to take advantage of this service. ********** then obtains the customer's permission along with the required information for you to draft the customer's account (bank name, account number, routing

number, etc.). ********** then gives that information to your firm, plus, information as to when the first draft will be due, the amount of the draft and

how often you will draft the customer. You enter the information into your software system. When the due date occurs, your company prints all the drafts due on this date and delivers them to **********. ********** then pays your firm for your service until the next scheduled draft date.

The fee paid to your firm for the drafting service is not taxable. However, as the provider of a non-taxable service, your firm is required to pay sales tax on all taxable items (tangible personal property and taxable services) bought for use in providing this service."

H. Conclusion

The "essence" of the services Forte sold to its customers was ACH payment and credit card processing services and those services are not taxable data processing services. Any data entry or compilation was incidental or ancillary to the professional services purchased by Forte's customers and not the service being sold to its customers. Forte was providing a professional service facilitated by the use of computers and proprietary software that required the oversight and management of professionals working in collaboration to achieve the goal of processing ACH and card payments originated by its merchant customers and/or their customers. All of the factual elements of *CheckFree* that the Comptroller is now required to apply are satisfied here. It is wrong to conclude that Forte's mere use of computers in its business meant that it was providing a data processing service; that analysis was expressly rejected by *CheckFree.*

CONTENTION #3 – EXAM 300 AND EXAM 301

Taxes assessed pursuant to Exam 300 and Exam 301 are hereby protested to the extent these taxed items represent cost of goods sold and the sales subject to Exam 100 taxes are found to be taxable data processing services. Under the forgoing circumstances, pursuant to Rule 3.330(c), Forte would be entitled to a refund or credit in the audit for taxable items that it purchased and transferred to the care, custody, and control of Forte's customers. These include the point of sale terminals and other property and related installation services subject to taxes by Exam 300 and Exam 301.

CONTENTION #4 - WAIVER OF INTEREST: Forte requests a waiver of interest on properly taxed transactions because the audit is incorrect. Also any accrued interest attributable to the time taken to correct the audit should not be assessed to Forte.

CONTENTION #5 - WAIVER OF 10% PENALTY: Forte requests a waiver of the regular penalty on properly taxed transactions because the audit results are incorrect.

CONTENTION #6 - SETTLEMENT: Forte requests either a non-interest bearing payout agreement on the final amended gross audit liability or a Lump Sum payment with waiver of penalty and interest on properly taxed transactions.

Should you have any questions or need additional information please do not hesitate to contact me.

Very truly yours,

MUNSCH HARDT KOPF & HARR, PC

By: _____
Jeffrey D. Dunn

Exhibit A

Invoice from Intuit, dated 3/8/2016

PAYMENT NUMBER
P1-21988587

TOTAL AMOUNT PAID
$782.70

Billed to
JEFFERY KUMP
500 W BETHANY DR
STE 200
ALLEN, TX 75013-3730

Payment Date
3/08/2016

Paid By
Amex ending in 1020

Customer Account Number
60514187

Charges

DATE	DESCRIPTION	AMOUNT
3/08/2016	**Intuit QuickBooks Enterprise Solutions Software Fee** Billed One-time	**$411.35**
3/08/2016	Price	$380.00
3/08/2016	Sales Tax	$31.35
3/08/2016	Item Charge	**$411.35**
3/08/2016	**Intuit QuickBooks Enterprise Solutions Full Service Plan** Billed Annually	**$371.35**
3/08/2016	Price	$2,502.19
3/08/2016	Sales Tax	$206.43
3/08/2016	Item Charge	**$371.35**
3/08/2016	Credit Applied	$2,130.84
	Total Charges	$782.70

Payment

DATE	DESCRIPTION	AMOUNT
3/08/2016	Automatic payment using Amex ending in 1020 Payment reference # P1-21988587	$782.70
	Total Amount Paid	$782.70

Invoice from Intuit, dated 12/17/2016

PAYMENT NUMBER
P1-27633675

TOTAL AMOUNT PAID
$1,081.42

Billed to
JEFFERY KUMP
500 W BETHANY DR
STE 200
ALLEN, TX 75013-3730

Customer Account Number
60514187

Payment Date
12/17/2016

Paid By
Amex ending in 1020

Charges

DATE	DESCRIPTION	AMOUNT
12/17/2016	**Advanced Inventory** Billed Annually	**$1,081.42**
12/17/2016	Price	$999.00
12/17/2016	Sales Tax	$82.42
12/17/2016	Item Charge	**$1,081.42**
	Total Charges	**$1,081.42**

Payment

DATE	DESCRIPTION	AMOUNT
12/17/2016	Automatic payment using Amex ending in 1020 Payment reference # P1-27633675	$1,081.42
	Total Amount Paid	$1,081.42

Invoice from Salesforce, dated 9/26/2015

salesforce.com, inc.
San Francisco, CA 94105
United States

INVOICE

Bill To:
Forte Payment Systems
Attn: Jeff Kump
500 W Bethany Dr, Ste 200
Allen, TX 75013
US

Ship To:
Allen, TX 75013
US

Invoice Number:	07498318
Invoice Date:	9/26/2015
Invoice Due Date:	9/26/2015
Payment Terms:	Due Upon Receipt
Payment Method:	Credit Card
Account Number:	4-411158
Contract Number:	01171085
Invoice Amount:	USD 33,554.70

Remittance Information

Please Do Not Send Payment - Credit Card Information on File with salesforce.com.

Invoice Details

Vendor: Salesforce.com

Purchase Order #: NA

	Service	Quote #	Months	Qty	Unit Price+	Tax Rate	Tax	Total
1	Courtesy Administrators for Premier+ Success - Enterprise Edition Service Dates: 9/27/2015 - 9/26/2016	Q-00257044	12.00	1	0.00	0%	0.00	0.00
2	Premier+ Success Plan (Support & Admin) - Fee Service Dates: 9/27/2015 - 9/26/2016	Q-00257044	12.00	17	31.25	6.6%	420.75	6,795.75
3	Sales Cloud - Enterprise Edition Service Dates: 9/27/2015 - 9/26/2016	Q-00257044	12.00	17	123.05	6.6%	1,656.75	26,758.95
								Subtotal: USD 33,554.70

Salesforce.com Total Charges: USD 33,554.70

+ The unit price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total price for this invoice was calculated using the actual price, rather than the unit price displayed above, and is the true and binding total for this Invoice.

Please note: Access to salesforce.com CRM subscription services is through remote Internet browser. This on-demand CRM service does not include the transfer of any software.

For more information regarding billing for your account, please view your account summary at: https://store.salesforce.com/apex/statementlist *

For answers to frequently asked billing questions, please visit our Billing FAQ at http://www.salesforce.com/company/faq.jsp

The taxes and fees for Lightning Voice other than sales tax will vary based on jurisdiction and are listed at: http://www.salesforce.com/assets/pdf/misc/telecom-taxes-and-fees-list.pdf

To log a case regarding a billing query, please click here:https://www.salesforce.com/form/contact/billing-contact.jsp

contact customer service at 415-901-8457 for any questions.

This invoice was generated using Salesforce.

* Requires login access to Checkout.

Exhibit B

MERCHANT SERVICES AGREEMENT

1. GENERAL

Forte Payment Systems, Inc. ("FORTE") and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to FORTE's customers ("Merchant(s)") engaged in the business of selling goods or services. The Merchant Services Agreement ("Agreement") shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, Merchant will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Merchant and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Merchant at any given time shall apply.

2. USE LICENSE.

2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE.
2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise prohibited by FORTE, FORTE's financial institution or an applicable Payment Association or other regulatory body.
2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property.
2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP

3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Laws.
3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant's agreement to the terms of this Agreement or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.
3.3 All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. TRANSACTION PROCESSING SERVICES.

4.1 Accepting Transactions. FORTE shall accept Transactions on a 24-hour basis.

Transactions received after the designated cut-off time will be included in the next day's processing. FORTE is responsible only for processing Transactions that are received by FORTE in the proper format, pre-approved by FORTE and on a timely basis.

4.2 Identifying Numbers. Merchant understands and agrees that FORTE may rely solely on identifying numbers provided by Merchant to determine the bank and/or account related to each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name. .

4.3 Processing Limits. FORTE may impose a cap on the number or dollar amount of Transactions it will process for Merchant. These limits may be adjusted as part of FORTE's standard risk management processes. If Merchant exceeds the established limits, FORTE may temporarily suspend Transaction processing and/or temporarily hold the funds that are in excess of the established limits. Should FORTE place a hold on Merchant's account due to a Merchant exceeding its limits, FORTE will provide Merchant with notice of the hold, including the reason for the hold.

4.4 Receiving Reports and Transaction Result Files. Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. Merchant is responsible for communicating with FORTE's systems to receive daily reports, settlement files and/or transaction results. FORTE is under no obligation to transmit this data to Merchant.

4.5 Modifying Transactions.

4.5.1 At Merchant's request, FORTE will make reasonable efforts to reverse, modify, or delete a Transaction after it has been submitted by Merchant prior to being submitted to the applicable payment network. All requests must be made by an individual pre-authorized by Merchant to make such requests, and timely delivered to FORTE.

4.5.2 Merchant agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of FORTE's inability to accomplish the requested modification or deletion before the Transaction has been submitted to the applicable payment network. Further, Merchant acknowledges that once a Transaction is submitted to the applicable payment network, it cannot be modified or deleted.

4.6 Rejecting, Delaying or Returning Transactions. FORTE may reject, delay or return any Transaction without prior notification to Merchant for any reason permitted or required under any applicable Rules, Regulations or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized. FORTE shall have no liability to Merchant by reason of the rejection, delay or return of any such Transaction. FORTE shall make available to Merchant details related to any such Transaction and FORTE may retransmit a returned or rejected Transaction at Merchant's request, but shall have no obligation to do so.

4.7 Reserve.

4.7.1 FORTE may require a security deposit or Reserve to process Transactions for Merchant. The Reserve may be used by FORTE to offset any returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant. Should FORTE determine that a Reserve is required, FORTE will provide Merchant reasonable notice regarding amount required and form of collecting the reserve. Merchant authorizes FORTE to make withdrawals or debits from the Reserve funds, without prior notice to Merchant, at such times and in such amounts as may be necessary to fulfill Merchant's obligations under this Agreement. Merchant also understands and agrees that such funds will be held in a non-interest bearing account with FORTE's ODFI and as such, FORTE shall not be responsible to Merchant for any interest on such funds. The Reserve amount may be revised based on periodic review of Merchant's financial condition, Transaction volumes, transaction amounts and return ratios resulting in a greater or lesser Reserve amount. Merchant will be notified of any such revision.

4.7.2 The Reserve may be funded through any or all of the following: (a) Direct payment by Merchant; or (b) A percentage of the Transactions settled on Merchant's behalf (a rolling Reserve).

4.7.3 The Reserve funds shall be held by FORTE for a minimum of ninety (90) calendar days beyond the date of the last item processed by FORTE on Merchant's behalf. In the event FORTE has reason to believe that (a) Merchant has acted in a fraudulent manner with regard to its account with FORTE or any Transaction processed through FORTE's systems; or (b) Merchant has not obtained proper authorization for one or more transactions; or (c) Merchant will not be able to meet its obligations to FORTE; or (d) FORTE is at risk of incurring additional expenses/potential losses due to Merchant's actions, FORTE may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law upon written notice to Merchant at the address FORTE has on file for Merchant's account. After expiration of the hold time period, the Reserve will then be returned to Merchant less any fees and/or any other amounts owed to FORTE.

4.8 Funding Hold. Should FORTE observe any irregular Transaction or possible fraudulent activity on Merchant's account, or as required by law or Payment Association, FORTE reserves the right to place a funding hold on Merchant's processing account without prior written notice to Merchant. In the event FORTE places a funding hold on Merchant's account under the terms of this Section, FORTE will provide Merchant with notice of the hold and the reason for such hold so long as communicating such would not create a security risk or violate any legal obligation of FORTE. Any funds held under this Section will be treated as a Reserve and be governed by the terms of this Section 4.

4.9 Authorization. Merchant specifically authorizes FORTE to debit and credit Merchant's designated bank account in order to carry out its duties under this Agreement and/or to collect any payment obligation owed to FORTE by Merchant hereunder.

5. PRICING AND PAYMENT.

Payment for all utilized products and services shall be in accordance with the fee schedule provided within this Agreement and as those fees may be amended by FORTE from time to time. Fees may be amended by FORTE with a minimum of thirty (30) days' notice and such amended fees will become effective on the designated effective date, which shall be no less than thirty (30) days' from the date of the written notice to Merchant. Continued use of the Services on and after the designated effective date shall be deemed acceptance of the amended fees.

5.1 Fees shall be immediately due and payable upon receipt of services unless otherwise agreed upon between the parties. Fees will be automatically debited from the designated bank account on or after the 10th of each month for the prior month's activity unless agreed upon between the parties.

5.2 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate Merchant's access to the Services in accordance with Section 19 below. Additionally, a $25.00 fee shall be assessed for any return of a debit processed to the designated bank account.

5.3 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of this Agreement, any amounts owed FORTE related to services provided to Merchant, including but not limited to chargebacks or returns posted to Merchant's account, or any fees, fines or costs incurred damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under the Agreement.

5.4 In the event the funds in the designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

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6. TAXES.

Each party is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) owed as a result of the processing relationship established hereunder and hold the other party harmless from all claims and liability arising from its failure to report or pay such taxes. Additionally, Forte will rely solely on Merchant to provide its proper entity name and corresponding federal tax identification number for submission to applicable taxing authorities. Merchant understands and agrees that it is liable for all ramifications from improper reporting to tax authorities unless such is based solely on Forte's actions or inactions.

7. REPRESENTATIONS AND WARRANTIES.

7.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

7.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

7.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by Merchants is transmitted accurately.

7.2 Merchant's Representations and Warranties. Merchant represents and warrants to FORTE that:

7.2.1 If applicable, Merchant represents and warrants that with respect to all Transactions originated by FORTE on behalf of Merchant that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) Merchant shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

7.2.2 Merchant agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on Merchant's behalf.

7.3 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

7.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

7.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

7.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

8. CONFIDENTIALITY.

8.1 Merchant's Confidentiality. Merchant acknowledges that the products, services and information relating to FORTE's products and services (including without limitation the terms of this Agreement) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE. Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of FORTE's confidential information. Neither Merchant nor any of its affiliates will make any unauthorized use of FORTE's confidential information or disclose, in whole or in part, FORTE's confidential information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to FORTE's confidential information. If FORTE becomes aware of Merchant's breach or threatened breach of this section, FORTE may suspend any and all rights granted to Merchant under the Agreement.

8.2 FORTE's Confidentiality. In performing its duties under this Agreement, FORTE agrees to safeguard and protect Merchant's confidential information, in the same manner it safeguards

and protects its own confidential information, but in any event using no less than reasonably prudent care and at all time consistent with applicable Laws, including those Laws relating to privacy and security of non-public consumer financial information.

8.3 Exceptions. Section 8 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by Acquirer or applicable Payment Association.

9. INDEMNIFICATION.

9.1 Each party bears all responsibility for its own employees' actions while in its employ.

9.2 Merchant shall indemnify and hold harmless FORTE, its directors, officers, employees, affiliates, and agents from and against any third-party claim, action or liability including losses, damages costs, expenses and reasonable attorneys' fees ("Claims") that may arise against FORTE as a result of Merchant's use of the Services, unless such loss is directly caused by FORTE's gross negligence or intentional misconduct. This indemnity includes but is not limited to Merchant's use of an Agent or any other third party sender or system.

9.3 All disputes between Merchant and its customer(s) and/or Receiver(s) relating to Merchant's use of the Services will be settled by and between Merchant and its customer(s) and/or Receiver, unless a direct result of FORTE's action or inaction.

9.4 Merchant shall have no obligation to defend or indemnify FORTE if Merchant is not notified promptly of a claim and is materially prejudiced thereby. Merchant shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided that FORTE shall have the right to participate in any such litigation insofar as its concerns claims against it directly, including the right to select and retain counsel of its own choosing to represent its own interests and at its own expense.

10. LIMITS OF LIABILITY.

10.1 Errors of Others. FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

10.2 Damages.

10.2.1 Neither party shall be liable for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the Agreement, including without limitation damages for loss of goodwill, reputation, profits, or other intangible losses, arising out of or in connection with the Services, or this Agreement. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees.

10.2.2 FORTE will use commercially reasonable efforts to provide Merchant with access to the Services in accordance with this Agreement. In no event will FORTE be liable for its failure to perform, except where FORTE failed to act in a commercially reasonable manner. If FORTE is adjudged liable to Merchant, the amount of damages recoverable by Merchant will not exceed the actual, direct damages of Merchant, but only to the extent that such damages are the result of FORTE's gross negligence or willful misconduct, and, in such cases, damages will be limited to the amount of the average monthly fees and charges paid by Merchant for the Service for the immediate three (3) month period prior to the event giving rise to Merchant's claim. FORTE will not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this Section 10 will survive the termination of this Agreement.

10.2.3 No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other

provisions of the Agreement have been breached or have proven ineffective.

10.3 Limitation on ODFI Liability. Merchant acknowledges that FORTE's ODFI is not liable for any action or failure to act by Merchant or FORTE, and that such ODFI shall have no liability whatsoever in connection with any products or services provided to Merchant by FORTE.

11. COMPLIANCE WITH RULES AND LAWS. In performing its duties under this Agreement, each party agrees to comply with all applicable Laws, including but not limited to any applicable data security requirements. FORTE bears no responsibility for any lack of compliance with these Rules and Laws by Merchant or its Agent and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law or Rule. Additionally, Merchant shall reimburse FORTE for any fines or loss of funds imposed on FORTE for any violation of applicable Rules or Laws by Merchant.

12. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.
Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. It is Merchant's obligation to regularly and promptly review all Transactions and other communications from FORTE and to promptly notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, Acquirer, Payment Network or financial institution. It is Merchant's responsibility to timely notify FORTE of any transfer that Merchant believes was made without proper authorization or in error. Merchant agrees to provide FORTE with written notice of any discrepancy or failure immediately upon discovery, not to exceed five (5) business days. Failure to so provide notice of such erroneous or unauthorized Transaction shall be deemed an acceptance by Merchant and a waiver of any and all rights to dispute such failure or error. FORTE shall bear no liability and have no obligations to correct any errors resulting from Merchant's failure to comply with the duties and obligations stated herein.

13. FORTE SERVICE POLICY.
FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. Merchant acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

14. USAGE.
14.1. Use Restricted to Non-Prohibited Purpose. Merchant agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security risk. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful or prohibited purpose. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.
14.2 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by Merchant through FORTE's Services. FORTE reserves the right to deny access to, or close any account Merchant has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

14.3 Use of Result Information. FORTE may track, review, compile, store and use any information received from a Payment Association regarding a Transaction.

15. AUDIT REQUIREMENTS.

In accordance with its standard risk and compliance processes, FORTE shall maintain the right to periodically audit Merchant's account to ensure proper usage and updated information on the account. Merchant agrees to cooperate fully with FORTE in conducting any such review of Merchant, its account and/or its use of the Services to verify that Merchant is using the services in compliance with this Agreement and all applicable security standards and laws.

16. CREDIT REVIEW AND DOCUMENTATION REQUIREMENTS.

Merchant is on notice that FORTE will review Merchant's business and financial documentation and circumstances as part of its original underwriting of Merchant's account and/or FORTE may from time to time after initial approval, audit of Merchant's account thereafter. Merchant agrees to fully cooperate with FORTE's reasonable requests for additional information and/or documentation through any such process. Further, Merchant authorizes FORTE to (i) authenticate Merchant's ownership of the bank account provided to FORTE for use in providing Services; (ii) to access information stored with any credit reporting or investigative agency to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement. Subsequent investigative reports or inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

17. VOLUME AND FINANCIAL RE-EVALUATION.

FORTE reserves the right to re-evaluate Merchant's account, including but not limited to Transaction volume, chargeback ratio, Merchant's current financial position and other risk indicators. FORTE may undertake such a re-evaluation as it deems necessary throughout the course of FORTE's business relationship with Merchant. Any such re-evaluation will be done in keeping with FORTE's standard risk prevention policies. Such re-evaluation may result in modification of the fee structure, reserve or termination of the Agreement between Merchant and FORTE.

18. TERM AND TERMINATION.

18.1 Term. The Agreement shall have an initial term of one (1) month from and after the Effective Date and shall automatically renew for successive one (1) month periods unless either party provides ten (10) days' prior written notice of termination to the other party. Merchant's account will be closed at the end of the then-current billing cycle.

18.2 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if FORTE reasonably determines that Merchant has violated any material term, condition, covenant, or warranty of the Agreement; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business that FORTE is prohibited from providing its services to; (iv) if Merchant is using the Services for a purpose other than a permissible use; (v) if FORTE reasonably determines that Merchant is the subject of a government investigation that is likely to impact Merchant's receipt of the Services; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

18.3 Payment by Third Party. If Merchant's fees for the Services are paid by a third party, should the third party fail to make payment in accordance with the terms of its agreement with FORTE, FORTE may immediately suspend or terminate Merchant's access to the Services until payment is received or seek payment from Merchant directly in order to continue servicing Merchant.

18.4 Post-termination Rights and Obligations. Upon the effective date of termination of the Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's

obligations in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination.

19. AMENDMENT OR MODIFICATION OF TERMS.

Unless otherwise provided for in this Agreement, FORTE reserves the right to amend the terms of this Agreement upon at least thirty (30) days written notice to Merchant. Merchant's continued use of the Services after the designated Effective Date shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or Regulation.

20. ASSIGNMENT.

The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant, but shall provide reasonable notice of such assignment to Merchant.

21. NOTICE.

Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

22. NO AGENCY; EXCEPTION.

Merchant and FORTE are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement; provided, however, FORTE will be acting solely on Merchant's behalf as Merchant's Agent to the extent FORTE collects and disburses funds electronically to and from Merchant's customers on Merchant's behalf. FORTE will NOT be acting as an agent or contractor for Merchant's customers in any capacity while performing the Services for Merchant.

23. GENERAL PROVISIONS.

23.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon Merchant's acceptance of the terms of this Agreement and FORTE's approval.

23.2 Governing Law. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the Agreement.

23.3 Force Majeure. Neither party will be held liable for any damages, delay or failure to perform any of its obligations under this Agreement if such damages, delay or failure is due to circumstances beyond the reasonable control of such party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, strikes and governmental acts or orders or restrictions. The party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance.

23.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

23.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and

will not act to amend or negate the rights of the waiving party.

23.6 Entire Agreement. This Agreement, including the Application and any applicable appendices, constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

24. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) a person authorized to bind Merchant indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (2) such authorized person consents and intends to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Merchant Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A
DEFINITIONS

ACH Network -- Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate -- A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

CPA - Canadian Payment Association responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Credit Entry – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receivers –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.
Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions –Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

APPENDIX B
ACH/EFT PROCESSING SERVICES

1. Description of Services. FORTE shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network on Merchant's behalf. For Debit Entries, FORTE shall first originate each debit transaction through its ODFI to the ACH/EFT Networks for withdrawal from the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with FORTE's ODFI and scheduled for settlement to Merchant. For Credit Entries, FORTE will submit each Credit Transaction to the end-of-day settlement process and then schedule each transaction for Origination. On the date scheduled, each Credit Transaction is then originated through FORTE's ODFI to the ACH/EFT networks for deposit to the Receiver's account.

2. Holding of Funds. The standard hold time of Merchant's funds for settlement of Debit transactions and origination of Credit transactions is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by FORTE and supporting documents. FORTE may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request.

3. Settlement and Finality.

3.1 At the close of each Business Banking Day, FORTE will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, FORTE will initiate a Settlement transaction to Merchant's Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

3.2 In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at FORTE's discretion.

4. Transaction Authorization.

4.1 Receiver Authorization. Merchant shall obtain authorization from Receiver prior to originating a Transaction to Receiver's account. Merchant shall retain proof of customer(s)' and/or Receiver's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

4.2 Revoked Authorization. Merchant shall cease initiating Transactions to a Receiver's account immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver's account only upon receiving new authorization from Receiver.

5. Provisional and Final Payment. Merchant, Merchant's third party senders, and/or Merchant's agent(s) acknowledge receipt of notice that for Entries transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and the Merchant will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of the Merchant concerning the Entry are governed by and construed in accordance with the laws of the State of Texas, unless Merchant and Forte have agreed that the laws of another jurisdiction govern their rights and obligations.

6. Chargebacks.

6.1 Merchant will be charged a chargeback fee as specified on the fee schedule, on a per occurrence basis, for every Chargeback posted to Merchant's account.

6.2 Using limits established by a Payment Association as a standard for review, FORTE reserves the right to suspend and/or terminate Merchant's access to the Services

should Merchant's chargeback ratio exceed allowable limits, as specified by the applicable Rules.

6.3 FORTE will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to

Associations Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits.

suspending or terminating Merchant's access to the Services.

6.4 In compliance with the Rules, Merchant authorizes FORTE to provide to ODFI and Payment

6.5 Merchant acknowledges FORTE's right to reimbursement of any chargebacks or returns that post to Merchant's account that FORTE is unable, for any reason, to debit from Merchant's bank account.

APPENDIX C
U.S. CARD PROCESSING SERVICES

1. Certain Merchant Responsibilities.

1.1 Merchant agrees to participate, and to cause Merchant's Agent, to participate, in the Associations in compliance with, and subject to, the by-laws and Rules. Merchant also agrees to comply with all Laws. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Merchant's software providers and/or equipment providers.

1.2 If appropriately indicated on Merchant's application attached hereto, Merchant may be a limited-acceptance Merchant, which means that Merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Merchant, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

1.3 Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Merchant, or for purposes related to financing terrorist activities.

1.4 Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

1.5 Merchant understands and agrees that should it process credit card Transactions in excess of $100,000 annually, it may be required to enter a processing agreement directly with the Acquirer. The terms of this clause may be revised unilaterally by FORTE based on any changes to requirements by the applicable Acquirer or Payment Association(s).

2. Merchant Prohibitions.

Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Merchant, v) disburse funds in

the form of cash unless Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Merchant), or Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Merchant, or ix) submit a transaction that represents collection of a dishonored check. Merchant further agrees that, under no circumstance, will Merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement.

Upon receipt of Merchant's sales data for card transactions through FORTE's Services, Acquirer will process Merchant's sales data to facilitate the funds transfer between the various Associations and Merchant. After Acquirer receives credit for such sales data, Acquirer will fund Merchant, either directly to the Merchant-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Merchant agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Merchant, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Merchant. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Merchant-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Merchant if settled to Merchant-owned account or debited from the FORTE Designated Account if settled to that account.

4. American Express Card Acceptance.

4.1 Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Agreement. In addition, Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Card Members as defined in the American Express Guide.

4.2 Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may

be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4.3 Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

4.4 Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

4.5 Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

4.6 Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercise, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

APPENDIX D
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Merchant. Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses under the FCRA as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in the FCRA Requirements Addendum ; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Merchant understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Merchant is declining based on other grounds and/or information. Further, if Merchant does decline services to a FORTE approved consumer or customer based on alternate information, Merchant shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Merchant shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Merchant wants to verify.

3. Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX E
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of Merchant's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
2. **Merchant Requirements for Account Updater Participation.**
    a. Merchant must be properly established and registered in the United States.
    b. Merchant must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
    c. Merchant must be in compliance with all Card Association Operating Regulations.
    d. Merchant must submit inquiries only for those account with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
    e. Merchants may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
    f. Merchant must not submit inquiries on behalf of any other entity.
    g. Merchant assumes all risk associated with the use of the Account Updater Service. Forte shall have no liability whatsoever to Merchant for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX F
THIRD PARTY AGENT AUTHORIZATION

Merchant authorizes _____ ("Agent") to act as an agent for Merchant on its account with FORTE including but not limited to acting on behalf of Merchant to establish an account with FORTE and to originate and manage Transactions through that account.

APPENDIX G
PERSONAL GUARANTY

The signatory below (the "Guarantor") is a principal of Merchant or other third party, and hereby personally guarantees to Forte Payment Systems, Inc. ("FORTE"), as well as to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, whether arising before or after termination of the Agreement. Guarantor understands further that its obligations are independent of Merchant's obligations and that FORTE shall have no obligation to pursue any right or remedy it may have against Merchant or any other guarantor of these obligations prior to enforcing this guaranty against Guarantor. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this Agreement made by or agreed to by FORTE or Merchant. It shall not be discharged or affected by the death of the Guarantor, but will bind all heirs, administrators, representatives and assigns. Guarantor has no rights of subrogation, reimbursement, indemnification or contribution arising from the existence or performance of this Guaranty, including rights arising under any contract, statutory law or the Bankruptcy Code (Title 11 of the U.S. Code). Guarantor has no right to enforce a remedy which FORTE now has or may later have as against Merchant nor to participate in security now or later held by FORTE. Guarantor may not raise a defense based on a claim that the responsibilities of Guarantor under the Guaranty are more burdensome than or exceed amounts due FORTE by Merchant. Guarantor shall pay all reasonable attorney fees, including allocated costs of FORTE's in-house counsel, court costs and all other expenses FORTE incurs in enforcing this Guaranty. Guarantor hereby waives any notice of acceptance of this guaranty, notice of nonpayment or non-performance of any provision of the Agreement by Merchant, and all other notices or demands regarding the Agreement. Guarantor agrees to promptly provide to FORTE any information reasonably requested from time to time, concerning his or her financial condition(s), business history, business relationships and employment information.

Signature: _____

Printed name: _____ Date: _____

1. GENERAL

Forte Payment Systems, Inc. ("FORTE") and its affiliates provide transaction processing services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to FORTE's customers ("Merchant(s)") engaged in the business of selling goods or services. The Merchant Services Agreement ("Agreement") consists of these Terms and Conditions and all attachments hereto, including but not limited to all applicable appendices, addendums and the Merchant Services Application and is made by and between FORTE and Merchant. Under the terms of the Agreement, Merchant will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Merchant and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Merchant at any given time shall apply.

2. USE LICENSE.

2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE.

2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise prohibited by FORTE, FORTE's financial institution or an applicable Payment Association or other regulatory body.

2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property.

2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

2.5 Customer authorizes FORTE to collect, store and process Merchant data subject to the terms of this Agreement and all applicable Rules and Regulations.

3. OWNERSHIP

3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law.

3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.

3.3 All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. TRANSACTION PROCESSING SERVICES.

4.1 Accepting Transactions. FORTE shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. FORTE is responsible only for processing Transactions that are received by FORTE in the proper format, pre-approved by FORTE and on a timely basis. Merchant understands and agrees that FORTE may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name.

4.2 Processing Limits. FORTE may impose a cap on the number or dollar amount of Transactions it will process for Merchant. These limits may be changed by FORTE from time to time, upon notice to Merchant or, at FORTE's sole discretion, upon a written request by Merchant. If Merchant exceeds the established limits, FORTE may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.

4.3 Receiving Reports and Transaction Result Files. Merchant is responsible for communicating with FORTE's system to receive daily reports, settlement files and/or transaction results. FORTE is under no obligation to transmit this data to Merchant.

4.4 Modifying Transactions.

4.4.1 At Merchant's request, FORTE will make reasonable efforts to reverse, modify, or delete a

Transaction after it has been submitted by Merchant prior to being submitted to the applicable Transaction Network. All requests must be made by an individual pre-authorized by Merchant to make such requests, and delivered to FORTE.

4.4.2 Merchant agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of FORTE's inability to accomplish the requested modification or deletion before the Transaction has been submitted to the applicable Transaction Network. Further, Merchant acknowledges that once a Transaction is submitted to the applicable Transaction Network, it cannot be modified or deleted.

4.5 Rejecting, Delaying or Returning Transactions. FORTE may reject, delay or return any Transaction without prior notification to Merchant for any reason permitted or required under any applicable Rules, Regulations or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized. FORTE shall have no liability to Merchant by reason of the rejection, delay or return of any such Transaction. FORTE shall make available to Merchant details related to any such Transaction and FORTE may retransmit a returned or rejected Transaction at Merchant's request, but shall have no obligation to do so.

4.6 Reserve.

4.6.1 FORTE may require a security deposit or "Reserve" to process Transactions for Merchant. The Reserve may be used by FORTE to offset any returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant. Should FORTE determine that a Reserve is required, FORTE will provide Merchant reasonable notice. Merchant understands that such funds are not the property of Merchant until released to Merchant's account and as such, FORTE shall make withdrawals from the reserve funds at such times and in such amounts as may be necessary to fulfill Merchant's obligations under this Agreement. Merchant also understands and agrees that FORTE shall not be responsible to Merchant for any interest on such funds. The Reserve amount may be revised based on periodic review of Merchant's financial condition, Transaction volumes, transaction amounts and return ratios resulting in a greater or lesser Reserve amount.

4.6.2 The Reserve Account may be funded through any or all of the following: (a) Direct payment by Merchant; or (b) A percentage of the Transactions settled on Merchant's behalf.

4.6.3 The Reserve funds shall be held by FORTE for a minimum of ninety (90) calendar days beyond the date of the last item processed by FORTE on Merchant's behalf. In the event FORTE has reason to believe that (a) Merchant has acted in a fraudulent manner; or (b) Merchant has not obtained proper authorization for one or more transactions; or (c) Merchant will not be able to meet its obligations to FORTE; or (d) that FORTE is at risk of incurring additional expenses/potential losses due to Merchant's actions, FORTE may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law. The Reserve Deposit will then be returned to Merchant less any fees and/or any other amounts owed to FORTE.

4.7 Funding Hold. Should FORTE observe any irregular Transaction or possible fraudulent activity on Merchant's account, or as required by law, FORTE reserves the right to place a funding hold on Merchant's processing account without prior written notice to Merchant.

5. PRICING AND PAYMENT.

Payment for all utilized products and services shall be in accordance with the fee schedule provided within this Agreement and as those fees may be amended by FORTE from time to time. Fees may be amended by FORTE with a minimum of 10 days' notice and such amended fees will become effective on the designated effective date, which shall be no less than ten (10) days' from the date of the written notice to Merchant. Continued use of the Services on and after the designated effective date shall be deemed acceptance of the amended fees.

5.1 Fees shall be immediately due and payable upon receipt of services unless otherwise agreed upon between the parties. Fees will be automatically debited from the designated bank account on or around the 10th day of each month for the prior month's activity unless agreed upon between the parties.

5.2 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate Merchant's access to the Services in accordance with Section 19 below. Additionally, a $25.00 fee shall be assessed for any return of a debit processed to the designated bank account.

5.3 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of this Agreement, any amounts owed FORTE related to services provided to Merchant, including chargebacks or returns posted to Merchant's account, or any fees, fines or costs incurred damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under the Agreement.

5.4 In the event the funds in the designated account are insufficient to cover Merchant's obligations, Merchant

agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

6. TAXES.
Each party is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) owed as a result of the processing relationship established hereunder and hold the other party harmless from all claims and liability arising from its failure to report or pay such taxes. . Additionally, Forte will rely solely on Merchant to provide its proper entity name and corresponding federal tax identification number for submission to applicable taxing authorities. Merchant understands and agrees that it is liable for all ramifications from improper reporting unless such is based solely on Forte's actions or inactions.

7. REPRESENTATIONS AND WARRANTIES.
7.1 FORTE's Representations and Warranties.
FORTE represents and warrants to Merchant that:

7.1.1 FORTE's agreement to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.

7.1.2 FORTE shall comply with all state and federal regulations regarding the proper treatment of nonpublic consumer information and shall handle Merchant's information and that of its customers with the level of care it does FORTE's own Confidential Information.

7.1.3 To the best of FORTE's knowledge, none of its products or services violates any Laws.

7.2 Merchant's Representations and Warranties.
Merchant represents and warrants to FORTE that:

7.2.1 Merchant's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party.

7.2.2 To the best of Merchant's knowledge, neither any information delivered by Merchant to FORTE in support of the Agreement nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

7.2.3 None of the activities for which Merchant has engaged the services of FORTE shall violate any Laws. Neither Merchant nor any of its affiliates will use the FORTE products and/or services for any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability.

7.2.4 When executed and delivered by Merchant, the Agreement with FORTE will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.

7.2.5 If applicable, Merchant represents and warrants that with respect to all Transactions originated by FORTE on behalf of Merchant that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) Merchant shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

7.2.6 Merchant agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on Merchant's behalf.

8. CONFIDENTIALITY.
8.1 Merchant's Confidentiality. Merchant acknowledges that the products, services and information relating to FORTE's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the "FORTE Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Merchant's breach or threatened breach of this section, FORTE may suspend any and all rights granted to Merchant under the Agreement and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

8.2 FORTE's Confidentiality and Acknowledgement of Data Protection. In performing its duties under this Agreement, FORTE will comply with all Laws relating to privacy and security of non-public consumer financial information.

8.3 Exceptions. This section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally

known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by Acquirer or applicable Payment Association.

9. INDEMNIFICATION.

9.1 Merchant shall indemnify and hold harmless FORTE, its directors, officers, employees, affiliates, and agents from and against any third-party claim, action or liability including losses, damages, costs, expenses and reasonable attorneys' fees ("Claims") that may arise against FORTE as a result of Merchant's use of the Services. This indemnity includes but is not limited to Merchant's use of an Agent or any other third party sender or system; or any dispute between Merchant and its customer(s) or Receiver(s) not directly caused by FORTE's gross negligence or intentional misconduct.

9.2 Merchant shall indemnify FORTE for any losses, liabilities, costs or expenses FORTE or any third party suffers or incurs as a result of an incorrect account or other identification. All disputes between Merchant and its customer(s) and/or Receiver(s) relating to any Transaction will be settled by and between Merchant and its customer(s) and/or Receiver(s). All disputes between Merchant and a third party related to the processing of a transaction, unless directly caused by FORTE, will be settled by and between Merchant and the party processing the transaction. Merchant agrees that FORTE bears no responsibility or involvement in any such dispute.

9.3 Each party bears all responsibility for its own employees' actions while in that party's employ. Each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents, from and against any Claims that may arise against the indemnified party as a direct result of (i) the indemnifying party's failure to comply with applicable Laws or Rules; or (ii) the indemnifying party's gross negligence or willful misconduct. The indemnifying party shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided that the indemnified party shall have the right to participate in any such litigation insofar as its concerns Claims against it directly, including the right to select and retain counsel of its own choosing to represent its own interests and at its own expense.

9.4 No party shall have an obligation to defend or indemnify the other party if the indemnifying party is not notified promptly of the Claim and is materially prejudiced thereby.

10. LIMITS OF LIABILITY.

10.1 Errors of Others. FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

10.2 Limitation on Acquirer Liability. Merchant acknowledges that Acquirer is not liable for any action or failure to act by Merchant or FORTE, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Merchant by FORTE.

10.3 Damages.

10.3.1 Neither party shall be liable to the other or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the Agreement whether or not (i) any claim for these damages is based on tort or contract; or (ii) the other party knew or should have known the likelihood of such damages occurring under the circumstances. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees.

10.3.2 FORTE's maximum liability hereunder for any claims whatsoever shall in no event exceed three (3) months' processing fees.

10.3.3 No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.

11. COMPLIANCE WITH RULES, REGULATIONS AND LAWS. In performing its duties under this Agreement, each party agrees to comply with all applicable Laws, including but not limited to any applicable data security requirements. FORTE bears no responsibility for any lack of compliance with these Rules and Laws by Merchant or its Agent and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law or Rule. Additionally, Merchant shall reimburse FORTE for any fines or loss of funds imposed on FORTE for any violation of applicable Rules or Laws by Merchant.

12. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.

Merchant shall regularly and promptly review all Transactions and other communications from FORTE and shall notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, Acquirer, Payment Network or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization

or in error. Merchant agrees to provide FORTE with written notice of any discrepancy or failure immediately upon discovery, not to exceed fine (5) business days. Failure to so provide notice shall be deemed an acceptance by Merchant and a waiver of any and all rights to dispute such failure or error. FORTE shall bear no liability and have no obligations to correct any errors resulting from Merchant's failure to comply with the duties and obligations stated herein.

13. FORTE SERVICE POLICY.
Merchant acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

14. USAGE.
14.1. Use Restricted to Lawful Purpose. Merchant agrees to use the Services solely for lawful purposes. Merchant agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security breach. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful purpose. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.
14.2 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by Merchant through FORTE's Services. FORTE reserves the right to deny access to, or close any account Merchant has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.
14.3 Use of Result Information. FORTE may track, review, compile, store and use any information received from a Payment Association regarding a Transaction.

15. AUDIT REQUIREMENTS.
FORTE shall maintain the right to randomly audit Merchant's account to ensure proper usage and updated information on the account. Merchant agrees to cooperate fully with FORTE in conducting such a review of Merchant, its account and/or use of the Services to verify that Merchant is using the services in compliance with this Agreement and all applicable security standards and laws.

16. DISCLAIMER OF WARRANTIES.
Except as otherwise specifically provided herein, FORTE's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, FORTE expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the FORTE products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the FORTE products or services, whether made by employees of FORTE or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by FORTE for any purpose, or give rise to any liability of FORTE whatsoever.

17. INVESTIGATIVE REPORT.
Merchant is on notice that an investigative or Consumer Report may be made in connection with the Agreement. Merchant authorizes FORTE or any Credit Bureau or any Credit Reporting Agency employed by FORTE or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement or for the purpose of obtaining services from FORTE. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

18. VOLUME AND FINANCIAL RE-EVALUATION.
FORTE reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of FORTE's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount or termination of the Agreement between Merchant and FORTE.

19. TERM AND TERMINATION.
19.1 Term. The Agreement shall have an initial term of one (1) year from and after the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides thirty (30) days' written notice of termination to the other party prior to the end of the current term. Merchant's account will be closed at the end of the then-current billing cycle.
19.2 Early Termination Fee. Merchant agrees and acknowledges that should the Agreement be terminated for any reason prior to the expiration of the initial term of

one (1) year, Merchant shall be assessed an early termination fee of $99.00, payable to FORTE along with any and all other financial obligations due FORTE in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate without cause within the first 30 calendar days of the initial term.

19.3 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if FORTE reasonably determines that Merchant has violated any term, condition, covenant, or warranty of the Agreement or Terms and Conditions; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business that FORTE is prohibited from providing its services to; (iv) if Merchant is using the Services for a purpose other than a permissible use; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

19.4 Payment by Agent. If Merchant's fees for the Services are paid by a third party, should the third party fail to make payment in accordance with the terms of its agreement with FORTE, FORTE may immediately suspend or terminate Merchant's access to the Services until payment is received or seek payment from Merchant directly in order to continue providing services to Merchant.

19.5 Post-termination Rights and Obligations. Upon the effective date of termination of the Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination. Promptly upon termination of the Agreement for any reason, Merchant shall return or destroy, as requested by FORTE, all materials pertaining to the Services, including all copies thereof.

20. AMENDMENT OR MODIFICATION OF TERMS.

Unless otherwise provided for in these Terms and Conditions, FORTE reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after the designated Effective Date shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or Regulation.

21. ASSIGNMENT.

The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant, but shall provide notice of such assignment to Merchant.

22. NOTICE.

Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

23. GENERAL PROVISIONS.

23.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon FORTE's approval of Merchant's signed or e-signed application.

23.2 Jurisdiction/Venue. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the Agreement.

23.3 Force Majeure. Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

23.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

23.5 **Waiver.** The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

23.6 **Entire Agreement.** This Agreement, including the Application and any applicable appendices, constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

24. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Merchant Services Agreement and related documents, (2) you consent and intend to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Merchant Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A
DEFINITIONS

Account Maintenance – A fee assessed to a Merchant for changing the settlement bank account from the existing bank account to a different bank account. This fee covers the costs associated with verifying the new account. The current fee amount, as well as periodic updates thereto, is provided at http://www.forte.net/legal.

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or credit card processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

ACH Chargeback – Any ACH item which is returned designated with the following return codes: R05, R07, R10, R29 and R51. The current fee amount, as well as periodic updates thereto, is provided at http://www.forte.net/legal.

Business Banking Day – Monday through Friday excluding banking holidays.

Credit Entry – An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Excessive Returns – Any merchant with more than the defined percentage of returns in a single billing cycle (calendar month), will be assessed an additional fee per returned item.

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, STAR, Pulse.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Recall– Similar to a Reversal (see below) but used for recovery of a transaction beyond the four banking day timeframe. The current fee amount, as well as periodic updates thereto, are provided at http://www.forte.net/legal.

Receivers –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Returned Entries – Any Transaction returned or rejected by FORTE, ODFI or RDFI.

Reversal– A request made to the RDFI within four days of effective entry date for return of a duplicate or erroneous entry that has already been introduced into the ACH system. The current fee amount, as well as periodic updates thereto, is provided at http://www.forte.net/legal.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated Transaction Network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, or (b) the extraction of funds for

Credit Entries, Reserve funding or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

WSUPP – Written Statement Under Penalty of Perjury – A written statement obtained by the RDFI from the consumer prior to initiating a return for an entry that the consumer claims is unauthorized, ineligible or improper or for which the authorization has been revoked. The current fee amount, as well as periodic updates thereto, is provided at http://www.forte.net/legal.

APPENDIX B
U.S. CARD PROCESSING SERVICES

1. Certain Merchant Responsibilities.

1.1 Merchant agrees to participate, and to cause Merchant's Agent, to participate, in the Associations in compliance with, and subject to, the by-laws and Rules. Merchant also agrees to comply with all Laws. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Merchant's software providers and/or equipment providers.

1.2 If appropriately indicated on Merchant's application attached hereto, Merchant may be a limited-acceptance Merchant, which means that Merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Merchant, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

1.3 Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Merchant, or for purposes related to financing terrorist activities.

1.4 Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

1.5 Merchant understands and agrees that should it process credit card Transactions in excess of $100,000 annually, it may be required to enter a processing agreement directly with the Acquirer. The terms of this clause may be revised unilaterally by FORTE based on any changes to requirements by the applicable Acquirer or Payment Association(s).

2. Merchant Prohibitions.

Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Merchant, v) disburse funds in the form of cash unless Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Merchant), or Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Merchant, or ix) submit a transaction that represents collection of a dishonored check. Merchant further agrees that, under no circumstance, will Merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

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3. **Settlement.**
Upon receipt of Merchant's sales data for card transactions through FORTE's Services, Acquirer will process Merchant's sales data to facilitate the funds transfer between the various Associations and Merchant. After Acquirer receives credit for such sales data, Acquirer will fund Merchant, either directly to the Merchant-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Merchant agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Merchant, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Merchant. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Merchant-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Merchant if settled to Merchant-owned account or debited from the FORTE Designated Account if settled to that account.

4 **American Express Card Acceptance.**
4.1 Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Agreement. In addition, Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Card Members as defined in the American Express Guide.
4.2 Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes f this section shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
4.3 Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
4.4 Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.
4.5 Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against merchant to the extent applicable to American Express processing. Merchant's

termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

4.6 Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express.

Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercise, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

APPENDIX C
ACH PROCESSING SERVICES

1. Description of Services. FORTE shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network on Merchant's behalf. For Debit Entries, FORTE shall first originate each debit transaction through its ODFI to the ACH Network for withdrawal from the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with FORTE's ODFI and scheduled for settlement to Merchant. For Credit Entries, FORTE will submit each Credit Transaction to the end-of-day settlement process and then schedule each transaction for Origination. On the date scheduled, each Credit Transaction is then originated through FORTE's ODFI to the ACH Network for deposit to the Receiver's account.

2. Holding of Funds. The standard hold time of Merchant's funds for settlement of Debit transactions and origination of Credit transactions is three (3) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by FORTE and supporting documents. FORTE may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request.

3. Settlement and Finality.

3.1 At the close of each Business Banking Day, FORTE will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, FORTE will initiate a Settlement transaction to Merchant's Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

3.2 In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at FORTE's discretion.

4. Transaction Authorization.

4.1 Receiver Authorization. Merchant shall obtain authorization from Receiver prior to originating a Transaction to Receiver's account.

4.2 Retention. Merchant shall retain proof of its customer's and/or Receiver's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

4.3 Revoked Authorization. Merchant shall cease initiating Transactions to a Receiver's account immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver's account only upon receiving new authorization from Receiver.

5. ACH Chargebacks.

5.1 Merchant will be charged a chargeback fee as specified on the MSA, on a per occurrence basis, for every ACH Chargeback posted to Merchant's account.

5.2 Using limits established by NACHA as a standard for review, FORTE reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits during the span of forty-two (42) consecutive Business Banking Days.

5.3 FORTE will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services.

5.4 In compliance with the Rules, Merchant authorizes FORTE to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits.

5.5 Merchant acknowledges FORTE's right to reimbursement of any chargebacks or returns that post to Merchant's account that FORTE is unable, for any reason, to debit from Merchant's bank account.

6. NSF Fee Rebate Program. If Merchant is participating in FORTE's NSF Fee collection and rebate program, FORTE will attempt to electronically debit an NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for Insufficient Funds (NSF) or Uncollected Funds. FORTE shall rebate Merchant a percentage of any such funds successfully collected from Receiver, as established on the MSA.

APPENDIX D
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Merchant. Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses under the FCRA as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in the FCRA Requirements Addendum ; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Permissible Uses.

2.1 MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Merchant understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Merchant is declining based on other grounds and/or information. Further, if Merchant does decline services to a FORTE approved consumer or customer based on alternate information, Merchant shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Merchant shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Merchant wants to verify.

3. Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX E
THIRD PARTY AGENT AUTHORIZATION

Merchant authorizes _____ ("Partner") to act as an agent on its account with FORTE including but not limited to acting on behalf of Merchant to establish an account with FORTE and to originate and manage Transactions through that account.

MERCHANT SERVICES
TERMS AND CONDITIONS

1. GENERAL
Forte Payment Systems, Inc. ("FORTE") and its affiliates provide transaction processing services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (the "Services") to FORTE's customers ("Merchant(s)") engaged in the business of selling goods or services. The Merchant Services Application and Agreement ("Agreement") consists of these Terms and Conditions and all attachments hereto, including but not limited to all appendices, addendums and the Merchant Services Application and is made by and between ACH Direct, Inc. ("FORTE") and Merchant. Under the terms of the Agreement, Merchant will be furnished with the products and services described herein which are selected by Merchant (collectively and individually, as applicable, the "Services").

2. USE LICENSE.
2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE.
2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise notified by FORTE.
2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property.
2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP
3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law.
3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.
3.3 All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.achdirect.com/resources/trademark.asp.

4. TRANSACTION PROCESSING SERVICES.
4.1 Accepting Transactions. FORTE shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. FORTE is responsible only for processing Transactions that are received by FORTE in the proper format, pre-approved by FORTE and on a timely basis.
4.2 Processing Limits. FORTE may impose a cap on the number or dollar amount of Transactions it will process for Merchant. These limits may be changed by FORTE from time to time, upon notice to Merchant. If Merchant exceeds the established limits, FORTE may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.
4.3 Receiving Reports and Transaction Result Files. Merchant is responsible for communicating with FORTE's Host Processing System to receive daily reports and/or transaction result files. FORTE is under no obligation to transmit this data to Merchant.
4.4 Modifying Transactions.
4.4.1 At Merchant's request, FORTE will make reasonable efforts to reverse, modify, or delete a Transaction after it has been submitted by Merchant prior to being submitted to the applicable Transaction Network. All requests must be made by an individual pre-authorized by Merchant to make such requests, and delivered to FORTE.
4.4.2 Merchant agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of FORTE's inability to accomplish the requested modification or deletion before the Transaction has been submitted to the applicable Transaction Network. Further, Merchant acknowledges that once a Transaction is submitted to the applicable Transaction Network, it cannot be modified or deleted.
4.5 Rejecting, Delaying or Returning Transactions. FORTE may reject, delay or return any Transaction without prior notification to Merchant for any reason permitted or required under any applicable Rules, Regulations or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized. FORTE shall have no liability to Merchant by reason of the rejection, delay or return of any such Transaction. FORTE shall make available to Merchant details related to any such Transaction and FORTE may retransmit a returned or rejected Transaction at Merchant's request, but shall have no obligation to do so.
4.6 Reserve Account.
4.6.1 FORTE may require a security deposit or "Reserve Account" to process transactions for Merchant. The Reserve Account may be used by FORTE to offset any returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant. Should FORTE determine that a Reserve is required, Merchant shall be provided notice in writing. Merchant and Merchant's guarantor hereby grant FORTE a security interest in all said accounts and authorizes FORTE to make such withdrawals at such times and in such amounts as may be necessary under this Agreement. The Reserve amount may be revised based on periodic review of Merchant's transaction volumes, transaction amounts and return ratios resulting in a greater or lesser Reserve amount.

4.6.2 The Reserve Account may be funded through any or all of the following: (a) Direct payment by Merchant; or (b) A percentage of the transactions processed on Merchant's behalf. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by FORTE under the terms of this provision.

4.6.3 The Reserve funds shall be held by FORTE for a minimum of ninety (90) calendar days beyond the date of the last item processed by FORTE on Merchant's behalf. In the event FORTE has reason to believe that (a) Merchant has acted in a fraudulent manner; or (b) Merchant has not obtained proper authorization for one or more transactions; or (c) Merchant will not be able to meet its obligations to FORTE; or (d) that FORTE is at risk of incurring additional expenses due to Merchant's actions, FORTE may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law. The Reserve Deposit will then be returned to Merchant less any fees and/or any other amounts owed to FORTE.

5. ACH PROCESSING SERVICES.

5.1 Description of Services. FORTE shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network on Merchant's behalf. For Debit Entries, FORTE shall first originate each debit transaction through its ODFI to the ACH Network for withdrawal from the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with FORTE's ODFI and scheduled for settlement to Merchant. For Credit Entries, FORTE will submit each Credit Transaction to the end-of-day settlement process and then schedule each transaction for Origination. On the date scheduled, each Credit Transaction is then originated through FORTE's ODFI to the ACH Network for deposit to the Receiver's account.

5.2 Holding of Funds.

5.2.1 The standard hold time of Merchant's funds for settlement of Debit transactions and origination of Credit transactions is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by FORTE and supporting documents. FORTE may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request.

5.2.2 Should FORTE observe any irregular Transaction or fraudulent activity by Merchant, or as required by law, FORTE reserves the right to place a longer hold time without prior written notice to Merchant.

5.3 Settlement and Finality.

5.3.1 At the close of each Business Banking Day, FORTE will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, FORTE will initiate a Settlement transaction to Merchant's Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

5.3.2 In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at FORTE's discretion.

5.4 Transaction Authorization.

5.4.1 Receiver Authorization. Merchant shall obtain authorization from Receiver prior to originating a Transaction to Receiver's account.

5.4.2 Retention. Merchant shall retain proof of Receiver's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

5.4.3 Revoked Authorization. Merchant shall cease initiating Transactions to a Receiver's account immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver's account only upon receiving new authorization from Receiver.

5.5 ACH Chargebacks.

5.5.1 Merchant will be charged a chargeback fee as specified on the MSA, on a per occurrence basis, for every ACH Chargeback posted to Merchant's account.

5.5.2 Using limits established by NACHA as a standard for review, FORTE reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits during the span of forty-two (42) consecutive Business Banking Days.

5.5.3 FORTE will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services.

5.5.4 In compliance with the Rules, Merchant authorizes FORTE to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits.

5.5.5 Merchant acknowledges FORTE's right to reimbursement of any chargebacks or returns that post to Merchant's account that FORTE is unable, for any reason, to debit from Merchant's bank account.

5.6 NSF Fee Rebate Program. If Merchant is participating in FORTE's NSF Fee collection and rebate program, FORTE will attempt to electronic debit an NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for Insufficient Funds (NSF) or Uncollected Funds. FORTE shall rebate Merchant a percentage of any such funds successfully collected from Receiver, as established on the MSA.

6. ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES.

6.1 Representation by Merchant. Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses under the FCRA as provided in the FCRA Requirements Addendum located at http://www.achdirect.com/resources/fair-credit-reporting-act.asp ; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in the FCRA

Requirements Addendum ; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

6.2 PERMISSIBLE USES. MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

6.3 No Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

7. PRICING AND PAYMENT.

Merchant shall pay for all products and services according to the MSA, and as those fees may be amended by FORTE from time to time in accordance with these Terms and Conditions. Fees will differ depending on type of Services and/or level of Services Merchant has requested and may be modified by FORTE upon a minimum of ten (10) days' written notice to Merchant. Continued use of the Services after the designated effective date shall be deemed acceptance of the revised fees.

7.1 Fees shall be immediately due and payable by Merchant upon receipt of services unless otherwise agreed upon between the parties. Fees will be automatically debited from Merchant's designated account on the 10th of each month for the prior month's activity unless agreed upon between the parties.

7.2 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate Merchant's access to the Services in accordance with Section 22 below. Additionally, a $25.00 fee shall be assessed for any return of a debit processed to Merchant's account.

7.3 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of these Terms and Conditions, any amounts owed FORTE by Merchant, including chargebacks or returns posted to Merchant's account, or any damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under these Terms and Conditions.

7.4 In the event the funds in Merchant's designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

8. TAXES.

Merchant is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Merchant's acceptance of the license granted hereunder and use of FORTE's products and services, excluding, however, any taxes payable by FORTE as a result of income earned by FORTE hereunder. Merchant shall reimburse FORTE should FORTE be charged for any tax obligation of Merchant. Merchant shall hold FORTE harmless from all claims and liability arising from Merchant's failure to report or pay such taxes.

9. REPRESENTATIONS AND WARRANTIES.

9.1 FORTE's Representations and Warranties. FORTE represents and warrants to Merchant that:

9.1.1 FORTE's agreement to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.

9.1.2 FORTE shall comply with all state and federal regulations regarding the proper treatment of nonpublic consumer information and shall handle Merchant's information and that of its customers with the level of care it does FORTE's own Confidential Information.

9.1.3 To the best of FORTE's knowledge, none of its products or services violates any international, federal, state, or local law or regulation.

9.2 Merchant's Representations and Warranties. Merchant represents and warrants to FORTE that:

9.2.1 Merchant's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party.

9.2.2 To the best of Merchant's knowledge, neither any information delivered by Merchant to FORTE in support of the Agreement nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

9.2.3 None of the activities for which Merchant has engaged the services of FORTE shall violate any international, federal, state, or local law or regulation. Neither Merchant nor any of its affiliates will use the FORTE products and/or services for (i) any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations.

9.2.4 When executed and delivered by Merchant, the agreement with FORTE will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.

9.2.5 If applicable, Merchant represents and warrants that with respect to all ACH Transactions originated by FORTE on behalf of Merchant that (i) each Receiver has authorized the debiting and/or crediting of its account (ii) each Transaction is for an amount agreed by the Receiver and (iii) each Transaction is in all other respects properly authorized (iv) Merchant shall provide proof of authorization for any Transaction to FORTE upon request within five (5) Business Banking Days.

9.2.6 Merchant agrees to adhere to the several warranties specific to each SEC Code as set forth in the ACH Operating Rules, a copy of which may be purchased through FORTE or is available from your local Regional Payments Association or NACHA.

10. CONFIDENTIALITY.

10.1 Merchant's Confidentiality. Merchant acknowledges that the products, services and information relating to FORTE's products and services (including without limitation these Terms

and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the "FORTE Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Merchant's breach or threatened breach of this Section 12, FORTE may suspend any and all rights granted to Merchant under the Agreement and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

10.2 FORTE's Confidentiality. In performing its duties under this Agreement, FORTE will comply with all applicable federal and state Regulations relating to privacy and security of non-public consumer financial information, including requirements under Gramm Leach Bliley Act, the NACHA Rules and PCI Data Security Standards.

10.3 Exceptions. This Section 10 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by the ODFI or applicable Payment Network.

11. INDEMNIFICATION.

11.1 Mutual Indemnity. Each party bears all responsibility for its own employees' actions while in that party's employ. Each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from any material breach of this Agreement.

11.2 Merchant Indemnity. Merchant acknowledges that FORTE may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name. Merchant shall indemnify FORTE for any losses, liabilities, costs or expenses FORTE or any third party suffers or incurs as a result of an incorrect account or other identification.

12. THIRD PARTY DISPUTES.

All disputes between Merchant and its customer(s) or another third party will be settled by and between Merchant and its customer(s). FORTE shall be responsible only for performing the Services expressly as provided for in this Agreement, and shall be liable only for its acts or omissions in performing those Services. Merchant agrees that FORTE bears no responsibility for the acts or omissions or alleged acts or omissions of Merchant, its customer(s) or another third party.

13. LIMITS OF LIABILITY.

13.1 Errors of Others. FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

13.2 Damages Waiver.

13.2.1Neither party shall be liable to the other or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the Agreement whether or not (i) any claim for these damages is based on tort or contract; or (ii) the other party knew or should have known the likelihood of such damages occurring under the circumstances. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees.

13.2.2FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid by Merchant to FORTE during the three-month period preceding the origination of the claim giving rise to liability.

13.2.3 No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.

14. COMPLIANCE WITH RULES, REGULATIONS AND LAWS.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to any applicable data security requirements under the PCI-DSS Standards. FORTE bears no responsibility for any lack of compliance with these Rules and Regulations by Merchant and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, Merchant shall reimburse FORTE for any fines or loss of funds imposed on FORTE for any violation of applicable Rules, Regulations, laws or the PCI Data Security Standards by Merchant.

15. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.

Merchant shall regularly and promptly review all Transactions and other communications from FORTE and shall immediately notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, the ODFI or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization.

16. FORTE SERVICE POLICY.

Merchant acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement

by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. USAGE.
17.1. Use Restricted to Lawful Purpose. Merchant agrees to use the Services solely for lawful purposes. Merchant agrees that it will not transmit any material through FORTE's Payments Gateway in violation of any Federal, State or foreign law, including but not limited to, copyrighted material, material legally judged to be threatening, obscene, or material protected by trade secret laws. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security breach.
17.2 Objectionable Material. Merchant agrees that FORTE, at its discretion, may remove objectionable materials residing on FORTEs servers. FORTE shall use its discretion to define what constitutes objectionable material. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful purpose. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.
17.3 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies, rules, regulations, terms and conditions of any networks accessed by Merchant through FORTE's Services. FORTE reserves the right to deny access to, or close any account(s) which, in FORTE's opinion, is (are) causing or may cause, harm to or negatively affect an FORTE server or third party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

18. AUDIT REQUIREMENTS.
Merchant agrees to cooperate fully with FORTE in conducting a review of Merchant's use of the Services to verify that Merchant is using the services in compliance with this Agreement. Specifically, Merchant authorizes FORTE to audit its use of FORTE's systems and Services in order to comply with FORTE's annual NACHA and PCI-DSS audit requirements. Merchant agrees to undertake a self-audit per the NACHA Rules and PCI Security Data Standards compliance standards, if applicable.

19. DISCLAIMER OF WARRANTIES.
Except as otherwise specifically provided herein, FORTE's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, FORTE expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the FORTE products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the FORTE products or services, whether made by employees of FORTE or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by FORTE for any purpose, or give rise to any liability of FORTE whatsoever.

20. INVESTIGATIVE REPORT.
Merchant is on notice that an investigative or Consumer Report may be made in connection with the Agreement. Merchant authorizes FORTE or any Credit Bureau or any Credit Reporting Agency employed by FORTE or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement or for the purpose of obtaining services from FORTE. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

21. VOLUME AND FINANCIAL RE-EVALUATION.
FORTE reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of FORTE's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount, applicable discount fees or termination of the agreement between Merchant and FORTE in accordance with these Terms and Conditions.

22. TERM AND TERMINATION.
22.1 Term. The Agreement shall have an initial term of one (1) year from and after the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides thirty (30) days' written notice of termination to the other party prior to the end of the current term. Merchant's account will be closed at the end of the then-current billing cycle.
22.2 Early Termination Fee. Merchant agrees and acknowledges that should the Agreement be terminated for any reason prior to the expiration of the initial term of one (1) year, Merchant shall be assessed an early termination fee of $99.00, payable to FORTE along with any and all other financial obligations due FORTE in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate without cause within the first 30 calendar days of the initial term.
22.3 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if FORTE reasonably determines that Merchant has violated any term, condition, covenant, or warranty of the Agreement or Terms and Conditions; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business that FORTE is prohibited from providing its services to or (iv) if Merchant is using the Services for a purpose other than a permissible use.
22.4 Post-termination Rights and Obligations. Upon the effective date of termination of the Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination. Promptly upon termination of the Agreement for any reason, Merchant shall return or destroy, as requested by FORTE, all materials pertaining to the Services, including all copies thereof.

23. AMENDMENT OR MODIFICATION OF TERMS.
Unless otherwise provided for in these Terms and Conditions, FORTE reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after the designated Effective Date shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or Regulation.

24. ASSIGNMENT.
The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant, but shall provide notice of such assignment to Merchant.

25. NOTICE.
Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

26. GENERAL PROVISIONS.
26.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon FORTE's approval of Merchant's signed or e-signed application.
26.2 Jurisdiction/Venue. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the Agreement.
26.3 Force Majeure. Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.
26.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.
26.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
26.6 Entire Agreement. The Agreement along with these Terms and Conditions constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

27. ELECTRONIC SIGNATURES.
Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Merchant Services Agreement and related documents, (2) you consent and intend to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Merchant Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A
DEFINITIONS

Account Maintenance – A fee assessed to a Merchant for changing the settlement bank account from the existing bank account to a different bank account. This fee covers the costs associated with verifying the new account. The current fee amount, as well as periodic updates thereto, is provided at http://www.achdirect.com/resources/other-fees.asp.

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

ACH Transactions – All Entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

ACH Chargeback – Any ACH item which is returned designated with the following return codes: R05, R07, R10, R29 and R51. The current fee amount, as well as periodic updates thereto, is provided at http://www.achdirect.com/resources/other-fees.asp.

Business Banking Day – Monday through Friday excluding banking holidays.

Credit Entry – An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Excessive Returns – Any merchant with more than the defined percentage of returns in a single billing cycle (calendar month), will be assessed an additional fee per returned item.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – VISA, M/C, Discover, American Express, NACHA, STAR, Pulse or other Transaction Networks.
PCI-DSS Standards – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Recall– Similar to a Reversal (see below) but used for recovery of a transaction beyond the four banking day timeframe. The current fee amount, as well as periodic updates thereto, are provided at http://www.achdirect.com/resources/other-fees.asp.

Receivers – An organization or individual consumer that has authorized Merchant to initiate an ACH Transaction to an account they maintain with a financial institution (RDFI).

Regulations – All federal, state and local regulations that govern Internet business, consumer information, credit card transactions and Transactions (as defined below), including but not limited to the FCRA, federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, and Driver's Privacy Protection Act.

Returned Entries – Any Transaction returned or rejected by FORTE, ODFI or RDFI.

Reversal– A request made to the RDFI within four days of effective entry date for return of a duplicate or erroneous entry that has already been introduced into the ACH system. The current fee amount, as well as periodic updates thereto, is provided at http://www.achdirect.com/resources/other-fees.asp.

Rules – The Operational Rules established by each applicable Payment Association to govern all transactions and parties that participate in the associated Transaction Network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the deposit of funds for Debit Entries and the extractions of funds for Credit Entries are made.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information from Merchant to FORTE in a format pre-approved by FORTE, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.

Transaction Network – Any payment network maintained by a third party including but not limited to ACH, credit card or debit card networks.

WSUPP – Written Statement Under Penalty of Perjury – A written statement obtained by the RDFI from the consumer prior to initiating a return for an entry that the consumer claims is unauthorized, ineligible or improper or for which the authorization has been revoked. The current fee amount, as well as periodic updates thereto, is provided at http://www.achdirect.com/resources/other-fees.asp.

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Forte Payment Systems, Inc. ("Forte") a California corporation and _____ ("Agency").

Forte and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") selected by the Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. **Definitions.**
   Account: Bank Account or Card Account.
   Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.
   Business Day: Any day other than Saturday, Sunday or Federal Holidays.
   Card: Credit Card or Debit Card.
   Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.
   Issuer: The bank or financial institution which issued the Account to the Constituent.
   Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.
   Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.
   Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.
   Rule: Operating Rules which are established by the applicable Payment Associations.
   Regulation: Any applicable Local, State and Federal Law.
   Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FORTE or Processor for any amounts owed as a result of any applicable Transactions.
   Transaction: Electronic request submitted to FORTE to affect a Constituent's Account.
   Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. **Use License.**
   Subject to the terms and conditions of this Agreement, FORTE hereby grants to Agency a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. **Ownership.**
   All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary

Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. **Confidentiality.**
Agency acknowledges that the products, services and information relating to FORTE's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the "Confidential Information"). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency's employees or affiliates who require access for Agency's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Agency's breach or threatened breach of this Section, FORTE may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

5. **Term and Termination**
   5.1 **Term.** This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term.
   5.2 **Exclusivity.**
   During the term of this Agreement, Agency shall use FORTE as its exclusive provider of all Services.
   5.3 **Termination.** In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation.

6. **Transaction Processing**

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** All Transactions sent to FORTE utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 **Agency Account.** In order to provide transaction processing services, FORTE may need to establish one or more Agency Accounts on Agency's behalf or require Agency to establish a Agency Account with a provider pre-approved by FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on Agency's application attached hereto, Agency may be a limited-acceptance Agency, which means that Agency has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Agency, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** Agency shall only complete sales transactions produced as the direct result of bona fide sales made by Agency to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Agency, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** Agency may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Agency may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Agency is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 --Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** Agency shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between Agency's records, FORTE and Agency's bank, or with respect to any Transaction that

Agency believes was made erroneously or without proper authorization. At Agency's request, FORTE will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FORTE. Agency agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FORTE's inability to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to Agency by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.

6.10 **Chargebacks.** Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.

6.11 **Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.

6.12 **Resubmitting Transactions.** Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.

6.13 **Settlement.** Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through ACHD's Services, Acquirer will process Agency's sales data to facilitate the funds transfer between the various Associations and Agency. After Acquirer receives credit for such sales data, Acquirer will fund Agency, either directly to the Agency-Owned Designated Account or through ACHD to an account designated by ACHD ("ACHD Designated Account"), at Acquirer's sole option, for such card transactions. Agency agrees that the deposit of funds to the ACHD Designated Account shall discharge Acquirer of its settlement obligation to Agency, and that any dispute regarding the receipt or amount of settlement shall be between ACHD and Agency. Acquirer will debit the ACHD Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Agency-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if ACHD or Acquirer

reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Agency if settled to Agency-owned account or debited from the ACHD Designated Account if settled to that account.

6.14 **Reporting.** FORTE will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FORTE Internet-based Payments Gateway platform.

7. **Transaction Authorization**

7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.

7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 **Revoked Authorization.** Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.

8. **Agency Prohibitions.** Agency must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Agency impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Agency, v) disburse funds in the form of cash unless Agency is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Agency), or Agency is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Agency, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Agency, or ix) submit a transaction that represents collection of a dishonored check. Agency further agrees that, under no circumstance, will Agency store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Agency nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

9. **Authorization.** Agency authorizes FORTE to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement. If Agency uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, Agency authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and password. If applicable, Agency authorizes Partner to originate transactions and receive the corresponding results on its behalf.

10. **Constituent Disputes.**

All disputes between Agency and its Constituent (s) relating to any Transaction processed under

this Agreement will be settled by and between Agency and Constituent. Agency agrees that FORTE bears no responsibility or involvement in any such dispute.

11. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on Agency for any violation of the Rules, Regulations or Laws by Agency, such fee or fine may be passed through Forte to Agency. Without limiting the foregoing, Agency agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Payment Associations, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations.

12. Pricing and Payment.

12.1 FORTE will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FORTE will pass through the increases with no additional markup to Agency. FORTE will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

13. Indemnification.

Each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any actual or alleged violation by the party of any applicable Law, Rule or Regulation.

14. Limits of Liability.

14.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) $50,000; or (ii) the total amount of all fees paid by Agency to FORTE during the three (3) month period preceding the origination of the claim giving rise

to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.

14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

15. Representations and Warranties.

15.1 FORTE's Representations and Warranties.

15.1.1 FORTE represents and warrants to Agency that FORTE's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.

15.1.2 To the best of FORTE's knowledge, no performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.1.3 When executed and delivered by FORTE, the agreement with Agency will constitute the legal, valid, and binding obligation of FORTE, enforceable in accordance with its terms.

15.2 Agency's Representations and Warranties.

15.2.1 Agency's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.

15.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to Forte in support of this Agreement nor Agency's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.2.3 None of the activities for which Agency has engaged the services of Forte shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.

15.2.4 When executed and delivered by Agency, the agreement with Forte will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

16. Service Policy.

Except as otherwise specifically provided herein, Forte's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of this Agreement by Forte. Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

18. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior

written consent of the other party, which shall not be unreasonably withheld.

19. **Choice of Law and Venue.**
This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the party being sued is domiciled.

20. **Amendment.**
Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

21. **Publicity.**
Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. **Notice.**
Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to Forte:	**Notices to Agency:**
Forte Payment Systems	_____
500 W. Bethany	_____
Suite #200	_____
Allen, TX 75013	_____
Attn: General Counsel	_____

23. **Headings.**
The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. **Severability.**
Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

25. **Entire Agreement; Waiver; Counterparts.**
This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURES ON SEPARATE PAGE]

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Forte Payment Systems, Inc:	Agency:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

2016 WL 1576414
Only the Westlaw citation is currently available.

SEE TX R RAP RULE 47.2 FOR DESIGNATION AND SIGNING OF OPINIONS.

Court of Appeals of Texas, Houston (14th Dist.).

Glenn HEGAR, Comptroller of Public Accounts of the State of Texas; and Ken Paxton, Attorney General of the State of Texas, Appellants
v.
CHECKFREE SERVICES CORPORATION, Appellee

NO. 14-15-00027-CV
|
Opinion filed April 19, 2016

Synopsis
Background: Company that provided electric bill pay services to banks' customers pursuant to contracts with the banks brought action against the State Comptroller and Attorney General, seeking refund of $3 million in sales taxes it paid on the sale of these services. After a bench trial, the 53rd District Court, Travis County, entered judgment in favor of company, awarding it a refund of the taxes it paid plus interest. Comptroller and Attorney General appealed.

[Holding:] The Court of Appeals, Sharon McCally, J., held that bill pay services provided by company were not taxable "data processing services."

Affirmed.

West Headnotes (1)

[1] **Taxation**
Services taxable

Electronic bill pay services provided by company to banks' customers, pursuant to contracts with banks, were not taxable "data processing services," and thus company was not required to pay sales tax on its sales of these services to banks; company provided a professional service, facilitated by the use of computers and an electronic commerce system, that required the oversight and management of thousands of accredited or certified professionals. Tex. Tax Code Ann. §§ 151.0101(a)(12), 151.0035; 34 Tex. Admin. Code § 3.330(a)(1).

Cases that cite this headnote

EXHIBIT
6

On Appeal from the 53rd District Court Travis County, Texas, Trial Court Cause

No. D-1-GN-13-003667

Attorneys and Law Firms

Quinn T. Ryan, for Appellants.

Doug Sigel, for Appellee.

Panel consists of Justices Jamison, McCally, and Wise.

MEMORANDUM OPINION

Sharon McCally, Justice

*1 CheckFree Services Corporation contracted with several banks to provide bill pay services through these banks' on-line banking services to the banks' customers. An auditor from the Texas State Comptroller determined that CheckFree should have collected sales tax on its sales of these services to the banks. CheckFree tendered partial payment of assessed sales taxes and interest. Following the conclusion of administrative proceedings that affirmed the auditor's determination and denied CheckFree's refund claim, CheckFree filed suit against the Comptroller and the Texas State Attorney General (collectively, the Comptroller) seeking a refund.

After a bench trial, the trial court signed a judgment in favor of CheckFree, awarding it a refund of the taxes it paid, plus interest. In a single issue, the Comptroller asserts that the trial court erred in concluding that the services CheckFree provided to the banks were not taxable data processing services.

I. Background

The underlying dispute arises from CheckFree's refund claim for $3 million paid in sales taxes on the sale of its bill pay services to three banks during the tax period from June 1, 2005 through July 31, 2008. An auditor determined that, during this period, CheckFree had engaged in taxable "data processing services"; CheckFree paid the $3 million following the audit. CheckFree challenged the auditor's determination through administrative proceedings, but was unsuccessful. It then filed suit against the Comptroller, seeking a refund of the $3 million it had paid.

The parties filed pre-trial briefing, and the trial court conducted a two-day bench trial. After the bench trial, the trial court signed a judgment in favor of CheckFree ordering the Comptroller to refund CheckFree the $3 million in sales and use tax it had paid and awarding CheckFree statutory interest. The court signed detailed findings of fact and conclusions of law. Based on these findings, the trial court made numerous legal conclusions that the transactions at issue in this case were "bill pay services" that were not taxable "data processing services" as defined either by the Texas Tax Code or the Comptroller's administrative rules. The Comptroller timely noticed its appeal of the trial court's judgment.

II. Standards of Review[1]

Findings of fact entered in a case tried to the court are entitled to the same force and dignity as a jury's verdict on jury questions. *McNeil Interests, Inc. v. Quisenberry*, 407 S.W.3d 381, 386 (Tex.App.–Houston [14th Dist.] 2013, no pet.) (citing *Catalina v. Blasdel*, 881 S.W.2d 295, 297 (Tex. 1994)). "Where, as here, a case is tried without a jury and the trial court issues findings of fact, the reviewing court is bound by any unchallenged finding unless the evidence is legally insufficient to support it." *Saulsberry v. Ross*, No. 14–14–00798–CV, —— S.W.3d ——, 2015 WL 6692271, at *3 (Tex.App.–Houston [14th Dist.] Nov. 3, 2015, no pet.) (citing *Tenaska Energy, Inc. v. Ponderosa Pine Energy, LLC*, 437 S.W.3d 518, 523 (Tex. 2014)); *see City of Keller v. Wilson*, 168 S.W.3d 802, 827–28 (Tex. 2005) (describing legal sufficiency standard of review). We review a trial court's conclusions of law drawn from the facts de novo to determine their correctness. *BMC Software Belg., N.V. v. Marchand*, 83 S.W.3d 789, 794 (Tex. 2002).

*2 Further, the Comptroller's issue concerns statutory construction, a question of law that we review de novo. *See First Am. Title Ins. Co. v. Combs*, 258 S.W.3d 627, 631 (Tex. 2008). Our primary concern in construing a statute is the express statutory language. *See Galbraith Eng'g Consultants, Inc. v. Pochucha*, 290 S.W.3d 863, 867 (Tex. 2009). "We thus construe the text according to its plain and common meaning unless a contrary intention is apparent from the context or unless such a construction leads to absurd results." *Presidio Indep. Sch. Dist. v. Scott*, 309 S.W.3d 927, 930 (Tex. 2010) (citing *City of Rockwall v. Hughes*, 246 S.W.3d 621, 625–26 (Tex. 2008)). We " 'read the statute as a whole and interpret it to give effect to every part.' " *Railroad Comm'n of Tex. v. Tex. Citizens for a Safe Future & Clean Water*, 336 S.W.3d 619, 628 (Tex. 2011) (quoting *City of San Antonio v. City of Boerne*, 111 S.W.3d 22, 25 (Tex. 2003)).

We construe administrative rules, which have the same force and effect as statutes, in the same manner as statutes. *Rodriguez v. Serv. Lloyds Ins. Co.*, 997 S.W.2d 248, 254 (Tex. 1999). Unambiguous comptroller rules must be construed in accordance with their plain language. *See Cirrus Exploration Co. v. Combs*, 427 S.W.3d 464, 471 (Tex.App.–Austin 2014, pet. denied). Finally, "[t]axing statutes are construed strictly against the taxing authority and liberally for the taxpayer." *See Morris v. Houston Indep. Sch. Dist.*, 388 S.W.3d 310, 313 (Tex. 2012).

III. Applicable Law

Although the Comptroller has been granted exclusive jurisdiction to interpret what "taxable services," including "data processing services," means,[2] the Comptroller may not interpret this term in a manner contrary to the tax code. *See, e.g., Combs v. Home & Garden Party, Ltd.*, No. 03–09–00673–CV, 2010 WL 4367054, at *5 (Tex.App.–Austin Nov. 3, 2010, no pet.) (mem.op.) (citing *DuPont Photomasks, Inc. v. Strayhorn*, 219 S.W.3d 414, 419 (Tex.App.–Austin 2006, pet. denied)).

Through section 151.0035 of the Texas Tax Code, the Legislature has provided examples of what the term "data processing service" includes:

> "Data processing service" includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, ... and other computerized data and information storage or manipulation. "Data processing service" also includes the use of a computer or computer time for data processing whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service....

Tex. Tax.Code § 151.0035.

As part of its role to interpret what may be taxed as "data processing services" under the Code, the Comptroller has enacted Rule 3.330(a)(1) to define what "data processing services" are. *See* 34 Tex. Admin. Code § 3.330(a)(1). This subsection provides in pertinent part:

> Data processing services—the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer. Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W–2 forms, and computing and preparing payroll checks.

*3 *Id.* The Comptroller has also defined what "data processing services" are *not* :

> Data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a

> computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns, or charges for temporary secretarial personnel who as part of their function use word processing equipment.

Id.

With the appropriate standard of review and applicable law in mind, we turn to the Comptroller's sole issue: whether the trial court erred in determining that the services that CheckFree provided were not taxable data processing services under the Texas Tax Code and the Comptroller's administrative rules.

IV. Discussion

As the plaintiff in a tax-refund case, CheckFree had the burden of proving, by a preponderance of the evidence, that it is entitled to a refund of the sales tax it paid on the services it provided to the banks because those services were not subject to a tax. *See Roark Amusement & Vending, L.P. v. Combs*, No. 03-10-00105-CV, 2011 WL 255535, at *2 (Tex.App.-Austin Jan. 26, 2011) (mem.op.), aff'd, *Combs v. Roark Amusement & Vending, L.P.*, 422 S.W.3d 632 (Tex. 2013); *GATX Terminals Corp. v. Rylander*, 78 S.W.3d 630, 634 (Tex.App.-Austin 2002, no pet.).

In an effort to meet this burden, CheckFree presented two witnesses: Russell Kohl, the senior vice president of tax and treasury of CheckFree's parent company, Fiserv Corporation, and Mary Beth Lawson, the vice president of product management for Fiserv.[3] Both Kohl and Lawson testified live and via excerpts from depositions that were read into the trial transcript.

Kohl and Lawson described CheckFree's services, largely focusing on three types of activities that CheckFree provides to the banks: (1) the electronic delivery platform that CheckFree used to facilitate the performance of the bill pay service provided to the bank's customers, (2) the actual bill pay service, and (3) other aspects of the transactions, such as invoices, reports, and customer service that were provided to the banks and the bank's customers. Lawson explained that the technology platform through which the bill pay services operated was neither sold nor licensed to the banks.

Pursuant to agreements with the banks, CheckFree provided an electronic bill pay service to the bank's customers (the users). The banks were responsible for obtaining user authorizations to enroll in the bill pay services. By means of the bill pay service, the users could initiate and authorize payments from their accounts to selected payees. The users were approved and enrolled by CheckFree, and CheckFree conducted a "soft credit check" on the users. CheckFree agreed to execute the delivery of all payments as instructed by the users, except in certain cases such as when users provided incorrect instructions or had insufficient funds. CheckFree determined

the method of payment, generally using the Automated Clearing House (ACFH) to debit the users' accounts and credit the payees' accounts, but in about twenty percent of the cases, CheckFree provided paper checks to payees.

*4 CheckFree provided the banks with a dedicated connection that was owned and operated by CheckFree. CheckFree monitored and supported the network hardware, software, and mainframe operations. CheckFree employed thousands of professionals who monitored transactions to prevent fraud and to ensure compliance with banking regulations. CheckFree also provided professional support directly to the banks' users in cases where payments were not made as instructed. CheckFree prepared numerous reports for the banks, containing detailed information regarding the users and payments that were processed during the report periods.

By linking to CheckFree's system through the banks' online banking portals, users could receive bill summaries from some payees and schedule payments. For other payees, users entered payment data, including payee information, payment amounts, and payment due dates into CheckFree's system. Once admitted to a user interface, users could access CheckFree's portal to add payees, make payments, view pending payments, and perform other tasks related to bill payment. CheckFree retained the users' billing and payment data for retrieval by the users for ninety days. CheckFree retained the data pursuant to banking regulations for seven years.

The contracts with each of the banks were entitled "CheckFree Services Corporation Electronic Commerce Service Agreement" and were very similar, although the type of services provided by CheckFree varied slightly for each bank. For example, two of the banks entered into agreements with CheckFree for implementation of CheckFree's electronic commerce system to access only CheckFree's electronic bill payment service, but the third bank opted to implement CheckFree's electronic commerce system to access CheckFree's electronic bill payment service as well as CheckFree's electronic banking services. Services to the banks for which taxes were assessed included invoiced charges for monthly infrastructure fees; fees for paper and electronic transactions; processing charges for new subscriber set-ups; processing charges for non-sufficient funds, stop payments, and claims; subscriber fees for active and inactive users; subscriber fees for banking and bill pay; monthly minimum charges; service hosting fees; processing charges for telecommunications minutes and VPN lines; and transaction fees for excess payments and excess sessions.

Based upon this evidence, the trial court's findings and conclusions properly focused on the "essence of the transaction" at issue, rather than simply the involvement of a computer, to determine the nature of the services CheckFree provided. *Cf. Roark Amusement & Vending,* 422 S.W.3d at 637 & n.14 (explaining that the "economic realities underlying the transactions in issue" should not be disregarded in determining the plain meaning of taxing statutes and noting the long-standing tradition of focusing on the "essence" or "object" of a transaction to

determine whether a tax is due). In accord with the Comptroller's rule, the trial court was required to determine whether CheckFree does something more than "compiling and producing records of transactions, maintaining information, and entering and retrieving information," such as providing physical science, legal, or accounting services based on the information—i.e., providing professional services that are facilitated by the use of a computer. *See id.*

Here, in addition to the numerous findings describing the general nature of CheckFree's services, the trial court made the following unchallenged finding: "CheckFree has thousands of skilled and/or certified professionals who collaborate in the performance of these professional services centered around bill payment." The finding is supported by the testimony of Lawson and Kohl regarding the role of the professionals employed by CheckFree:

> *5 • Bill pay service is a professional service requiring accredited or certified professionals across several areas including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting.
>
> • CheckFree employs over 3,000 associates and professionals necessary to facilitate the bill pay service.
>
> • These professionals manage the actual bill pay process and make decisions at multiple stages of the bill pay process.
>
> • These professionals are responsible for critical monitoring and detection of fraud, money laundering, and other financial risks.
>
> • These professionals are also responsible for compliance with complex government regulations.
>
> • A team deals with errors and other customer service issues that arise after bill payment occurs.
>
> • These professionals are not a minor part of the bill pay service delivery; instead, they are the "secret sauce" of the service.

Because this evidence supports the trial court's finding, we are bound by it. *See Saulsberry*, 2015 WL 6692271, at *3 (explaining that we are bound by unchallenged fact finding unless the evidence is legally insufficient to support it).

The Comptroller also has not challenged the following findings by the trial court:

> The delivery platform for the bill pay service, the Electronic Commerce System, also called the Genesis System, and other technology including software and equipment used to facilitate the performance of the bill pay service is not the service that CheckFree sells to the financial institutions. Rather, the technology and equipment are part of the delivery platform for the service, or the inputs that produce the service, but they are not the service.
>
> * * *
>
> Lawson and Kohl explained the distinction between bill pay and data processing: the activities the Comptroller

> labels as data processing are actually incidental activities facilitating the delivery of bill pay services and are not the actual service.
>
> The functions or activities that are incidental to the bill pay service, such as, invoices, reports, and customer service, are not the service that CheckFree sells to the financial institutions.

These findings are likewise supported by legally sufficient evidence; thus we are bound by them. *See id.*

Additionally, none of the transactions for which CheckFree was audited and paid taxes fall clearly within the activities enumerated in either the applicable statute or agency rule. In other words, none of the services CheckFree was audited and paid taxes for consist of "the processing of information *for the purpose of* compiling and producing records of transactions, maintaining information, [or] entering and retrieving information." 34 Tex. Admin. Code § 3.330(a)(1) (emphasis added). Nor do any of these services consist of "word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, ... [or] other computerized data and information storage or manipulation." Tex. Tax Code § 151.0035. To the contrary, the trial court's findings, excerpted above, establish that, to the extent that CheckFree provided any of these services, they were ancillary to the professional bill pay services provided by CheckFree for the bank's customers-the electronic commerce services that the bank purchased from CheckFree. *See Roark Amusement & Vending,* 422 S.W.3d at 637–38 (focusing on "economic realities" underlying transaction to determine whether tax was due).

*6 The Comptroller would have us ignore the trial court's factual findings in this case and conclude that, because the users of the bill pay service input data into CheckFree's system, which CheckFree relied on to ultimately pay their bills, CheckFree was selling taxable data processing services to the banks. But we may not simply ignore the trial court's findings; they are entitled to the same force and dignity as a jury's verdict. *See McNeil Interests,* 407 S.W.3d at 386. Despite our de novo review of the statute and agency rule at issue here, we nonetheless must defer to the trial court's unchallenged fact findings regarding the nature of the activities in this case. And these findings, detailed above, establish that CheckFree provides a professional service—facilitated by the use of computers and an electronic commerce system—that requires the oversight and management of thousands of certified specialists to achieve the goal of paying the bills of the banks' customers.

In sum, we must strictly construe taxing statutes against the Comptroller and liberally in favor of CheckFree. *See Morris,* 388 S.W.3d at 313. Under these circumstances, we determine that the trial court's unchallenged findings support the trial court's conclusion that CheckFree's services do not fall within the Comptroller's definition of data processing services because that definition specifically excludes providers of other professional services who use a computer to facilitate the performance of their services. *See* 34 Tex. Admin. Code §

3.330(a)(1); Tex. Tax Code § 151.0101(b) (providing the Comptroller with exclusive jurisdiction to interpret what taxable services, including data processing services, means); *see also* Tex. Tax.Code § 151.0035 (providing examples of "data processing service").

For the foregoing reasons, we overrule the Comptroller's sole issue on appeal.

V. Conclusion

We have overruled the Comptroller's single appellate issue. The judgment of the trial court is affirmed.

All Citations

Not Reported in S.W.3d, 2016 WL 1576414

Footnotes

1 This case was transferred to our court from the Third Court of Appeals by order of the Supreme Court of Texas. Therefore, we must decide the case in accordance with the Third Court's precedent if our decision would be otherwise inconsistent with its precedent. *See* Tex.R.App. P.41.3.

2 *See* Tex. Tax Code § 151.0101(b).

3 During the majority of the time of the audit, Lawson was the director of platform services for CheckFree.

End of Document

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Glenn Hegar

Annual Comptroller Briefing
Post-Litigation Issues
2017

Sarah Pai
Research Specialist - Tax Policy
Texas Comptroller of Public Accounts
Sarah.Pai@cpa.texas.gov
(512) 475-5664

Ray Langenberg
Special Counsel for Tax Litigation
Texas Comptroller of Public Accounts
Ray.Langenberg@cpa.texas.gov
(512) 936-8445

EXHIBIT
7

CheckFree Services

- 2016 Tex. App. LEXIS 4039 (Tex. App.– Houston [14th Dist.] Apr. 19, 2016) (no pet.)
- CheckFree provides services to banks for bank account holders
  - Electronic delivery platform
  - Electronic bill pay performed for banks' customers
  - "other aspects" – invoices, reports, customer service

CheckFree Services

- Rule 3.330(a)(1), "data processing services"
  - "the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information."
  - "does not include the use of a computer by a provider of other services when the computer is used to facilitate the service"

CheckFree Services

- "In accord with the Comptroller's rule, the trial court was required to determine whether CheckFree does something more…i.e. providing professional services…"
  - "thousands of skilled and/or certified professionals"
  - "responsible for compliance with complex government regulations"
  - "the 'secret sauce' of the service"
- Neither the statute nor the rule uses the term "professional services."

CheckFree Services

- "In other words, none of the services CheckFree was audited and paid taxes for consist of 'the processing of information *for the purpose of* compiling and producing records of transactions, maintaining information, [or] entering and retrieving information.' 34 Tex. Admin. Code § 3.330(a)(1)..." (emphasis original)
- Were these not purposes? Unlike other provisions, the rule does not require "sole purpose."

CheckFree Services

- "Nor do any of these services consist of 'word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, . . . [or] other computerized data and information storage or manipulation.' Tex. Tax Code § 151.0035."
- **But**, "to the extent that CheckFree provided any of these services, they were ancillary..."

Data Processing

- Did *CheckFree* twist the rule too far?
- Section 151.0035 ("Data Processing Service")
  - word processing
  - data entry
  - data retrieval
  - data search
  - information compilation
  - payroll and business accounting data production

Glenn Hegar

Data Processing Rule

- Refine definition of "data processing services"
  - Is "professional services" the right question?
  - Is purpose relevant?
  - Focus on activities performed?
- Examples of taxable data processing services
  - Sec. 151.0101(b)
- Identify specific excluded or exempted services
  - Sec. 151.0035 (medical transcription)
  - Sec. 151.353 (court reporting)

Data Processing

- PLR 151250584 (May 30, 2017)
  - Cloud-based software platform
  - Web interface between businesses and their customers
  - Software receives, processes, translates, stores customer communications
- PLR 152600379 (Aug. 19, 2016)
  - Authentication service
  - Digital SSL certificates allow for encrypted communication
  - Encryption performed by customers' own software
  - Taxpayer doesn't compile, produce, maintain, enter, or retrieve data

Danielle Ahlrich

From: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Sent: Friday, June 08, 2018 11:36 AM
To: Danielle Ahlrich
Cc: Jimmy Martens; Allison Cunningham
Subject: RE: Forte Payment Systems

Good morning Danielle,

You are correct – that was my error. It is a redetermination and you can withdraw if you so choose. However, your rights to pursue the matter in district court are set out in the applicable Codes and inclusion of those rights in the agreement is not necessary and not appropriate.

I have spoken with JD, he does not agree that he "indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district cou[rt]." He simply sent you an email with a request that you provide your suggestions for changes to the standard dismissal agreement, and that he would forward those suggestions to our manager. Your email also does not address the "intention" to withdraw, versus actually withdrawing the hearings request.

As Comptroller currently has jurisdiction over the matter and as the matter has not yet been docketed at SOAH, Rule 1.39(b)(1) governs where the Motion to Dismiss needs to be filed. The case cannot run concurrently with the Comptroller and the District Court.

If you do not wish to sign the agreement as provided, we will simply proceed to the administrative hearing at SOAH. That is a matter for you and your client. Your client's Reply was due June 1 2018 and is now overdue. If you do not wish to sign the agreement as drafted, please file your Reply by return, failing which we will file a Motion to Dismiss for failure to respond to the Position Letter. Once your Reply is filed, we will issue a Response and set the matter for a hearing at SOAH.

I am now out of the office until next Thursday, June 14, 2018. Please confirm whether you intend to sign the settlement agreement as drafted and, if not, please ensure your Reply is filed by the time of my return so that I do not need to issue the Motion to Dismiss.

Thank you for your continued assistance.

Regards,
Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Wednesday, June 6, 2018 8:22 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

EXHIBIT
8

CAUTION: This email originated from outside of the Texas Comptroller's email system.
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Hi Kathy,

I'm not sure that we are on the same page. We are postured as a redetermination case; we're not pursuing a refund claim. We are legally entitled to withdraw at any point from the administrative redetermination process and pursue a protest suit in state district court under Tex. Tax. Code. §§ 112.051, .052.

Under 112.051 & .052, a taxpayer may bring a protest suit after paying under protest the amount claimed by the state. The payment of the amount claimed by state, accompanied by a protest letter confers jurisdiction under this statutory scheme, not the exhaustion of administrative remedies. The exhaustion of administrative remedies is relevant only for administrative refund claims. We do not intend to dismiss the administrative redetermination hearing and then appeal the dismissal to district court. We intend to enter district court on completely different jurisdictional grounds.

Our amendments to the standard language you provided are for the sole purpose of avoiding the possible contention at a later date that we are somehow barred from litigating this matter in district court. We simply want written acknowledgment of the Comptroller's understanding that we still intend to challenge the assessment. The amendments do not, and are not intended to, impact or prevent the actual dismissal of the administrative hearing.

As a threshold matter, we do not understand the legal basis for the Comptroller requiring a taxpayer to sign an agreement as a precondition to dismissing its administrative case. Would you please provide us with your support stating that an agreement is necessary? As we read the applicable Comptroller rule (1.39) we don't see any requirement that the parties enter into an agreement of any sort.

In another case, JD Bostick has indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district could. Would you please confer with him regarding this matter and then get back with us if you still have an issue with our proposed amendments to the dismissal terms?

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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From: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Sent: Wednesday, June 6, 2018 10:02 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

I'm afraid that the language you suggest cannot be agreed. An administrative hearing is just that. In order to proceed to District Court, a taxpayer must exhaust its administrative remedies - saying a taxpayer "intends" to dismiss a hearing means the underlying administrative hearing is still active (as it has not in fact been dismissed).
The procedural prerequisites to an appeal of a final order are mandatory and jurisdictional; they cannot be waived and must be strictly followed. The remaining amendments in your email below are all covered by the TEX. GOV'T CODE and are unnecessary.

As you rightly say, the matter is reviewed de novo in District Court and as such, the administrative record in a de novo appeal is not required, except to show that the District Court has jurisdiction to hear the case. (TEX. GOV'T CODE § 2001.173.) The court cannot have jurisdiction if the administrative hearing is still active.

If the terms of the dismissal order as provided cannot be agreed, the matter will need to proceed through the administrative hearings procedure.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, June 5, 2018 8:14 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Hi Kathy,

Thank you for sending over the standard terms. Did I accurately state the purpose of the agreement in my email below? We will not be able to sign any agreement until our understanding is either confirmed or corrected.

Also, we understand that you may need to bring Chief Counsel into the conversation, but we do request modifications to the standard language. Please see our desired edits below.

1. Taxpayer intends to dismiss its redetermination hearing request on all grounds expressed in its pleadings. Taxpayer intends to continue its contest of those grounds stated in its administrative pleadings in a protest suit that Taxpayer intends to file in state district court. There are no other issues to be considered in this administrative proceeding, although trial of the issues raised in Taxpayer's subsequent protest suit will be reviewed de novo. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case so that Taxpayer may challenge the assessment through a protest suit in Travis County District Court. Therefore, no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted but rather further litigated through a protest suit.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 12:57 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good afternoon Ms. Ahlrich

Please call me Kathy.

The terms of the agreement are standard terms and reflect that:

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2.Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 12:51 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Good afternoon Ms. Pickup,

I'm writing to confirm that the agreement you reference below is not and shall not be treated as a settlement or compromise agreement between the parties. We understand that the sole purpose of the agreement is simply to seek the taxpayer's agreement that the Comptroller will not be issuing an administrative decision once Forte abandons the administrative process by dismissal. Dismissal is necessary so that Forte may pursue its protest suit in state district court. We further understand that the agreement you reference below will, in no way, bar or limit Forte's ability to pursue protest litigation on the underlying issues. We fully intend to bring suit in state district court protesting the Comptroller's determination that additional sales taxes, penalties and interest are due.

Would you please send us your email confirming our understanding of the scope and nature of the agreement you reference below? In addition, when drafting the agreement, would you please include an express statement that

Forte seeks to dismiss the administrative hearing so that it may challenge the assessment by protest suit in Travis County district court? We seek to avoid any confusion about Forte's intended next steps.

We appreciate your attention to this matter and look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 10:45 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Ms. Ahlrich

I will prepare the agreement to cancel the hearing and forward that to you once complete. Our Chief Counsel, who must approve the agreement, is out of the office until Thursday this week, so it will likely be next week before you receive the agreement for signature.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 10:37 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Hi Ms. Pickup,

Thank you for acknowledging receipt of my other email regarding the POA revocation for Texas Tax Group. Would you please confirm receipt of the email below and let us know what, if anything, you need from us to move forward with the dismissal of the 2009-2012 redetermination so that Forte may pursue a protest suit? I look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, May 31, 2018 9:10 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Dunn, Jeff <jdunn@Munsch.com>
Subject: Forte Payment Systems

Hi Ms. Pickup,

As evidenced by the attached Power of Attorney, Forte Payment Systems has engaged our law firm to handle the litigation for both its 2009-2012 and 2013-2016 sales tax audits. At this time, Forte would like to dismiss the

administrative redetermination for the 2009-2012 audit so that it may pursue a district court protest suit. The 2013-2016 will remain in the administrative hearings section.

Would you please request the Comptroller's processing division to generate an updated Statement of Account for the 2009-2012 audit? Would you also please request the preparation of updated audit schedules given the taxpayer's $29,000 payment towards Exams 200 and 300?

We greatly appreciate your assistance with this matter. Please let us know if you have any questions or need anything further from us.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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KP/lg

Hearing No. 114,277
FORTE PAYMENT SYSTEMS, INC.
Audit Period: January 1, 2009 through December 31, 2012
Sales And Use Tax/RDT

ACCEPT OR REJECT POSITION LETTER

1. AGREE WITH POSITION LETTER

_____ Please calculate the liability or refund in accordance with the Position Letter and dismiss the hearing.

✓ 2. DISAGREE WITH POSITION LETTER (check one): Forte moves to dismiss the hearing and continue its contest of the issues in a protest suit.

_____ All additional facts, legal argument, or documents for consideration are attached as a Reply.

_____ All facts, legal arguments, and documents have already been provided. No additional information or documentation is attached as a Reply.

AHS may issue a Response pursuant to Rule 1.16 if additional facts or legal arguments are presented in the Reply.[1]

AHS will move to dismiss if this form is not completed, signed, and submitted within 45 days as required by Rule 1.10.

AHS will move to dismiss this hearing for want of prosecution if no additional facts, legal arguments, or documents are attached as a Reply and prior submissions do not include the information required by Rule 1.7 or supporting documents.

Return form by ~~April 27,~~ 2018 to: Comptroller of Public Accounts
Extended by agreement
Administrative Hearings – 1L20
P.O. Box 13528
Austin, TX 78711-3528
Fax No. 512-463-4617
Email: AHS.Service@CPA.Texas.gov

Danielle Ahlrich 6/8/18
Signature Danielle Ahlrich Date
~~Jeffrey D. Dunn~~
~~Munsch Hardt Kopf & Harr, P.C.~~ Martens, Todd, Leonard & Ahlrich

DA **Initial here if you agree to service by email of all documents related to this hearing in accordance with Rule 1.32 (Service).** If the case is not resolved prior to a hearing on the merits, this agreement to be served by email will include the Notice of Hearing and other documents provided to the State Office of Administrative Hearings, the Comptroller's Decision or Order, and the final statement of account at the conclusion of the case.

My email address is: dahlrich@textaxlaw.com
jmartens@textaxlaw.com

[1] All references to "Rule" herein mean the Rules of Practice & Procedure, Title 34, Texas Administrative Code, §§1.1-1.42.

EXHIBIT
9

SOAH NO. 304-14-1805.26
(CPA Hrg. No. 107,331)

RE: [redacted]	§	BEFORE THE STATE OFFICE
	§	
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Austin Audit	§	OF
AUDIT PERIOD: October 1, 2006	§	
through June 30, 2010	§	
Sales And Use Tax/RDT	§	ADMINISTRATIVE HEARINGS

JOINT MOTION TO DISMISS BASED ON WITHDRAWAL

The parties move to dismiss this case based on 1 TEX. ADMIN. CODE §155.503(c).

Petitioner withdraws its entire claim from the administrative hearings process.

Wherefore, the parties respectfully request that the hearing be dismissed and the case remanded to the Comptroller of Public Accounts.

Upon remand,

HEARING NO. 107,331

RE: [redacted]	§	BEFORE THE COMPTROLLER
	§	
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Austin Audit	§	OF PUBLIC ACCOUNTS
AUDIT PERIOD: October 1, 2006	§	
through June 30, 2010	§	
Sales And Use Tax/RDT	§	OF THE STATE OF TEXAS

JOINT MOTION TO DISMISS IN ORDER TO PURSUE PROTEST SUIT

The parties move to dismiss this case based on 34 TEX. ADMIN. CODE §1.39.

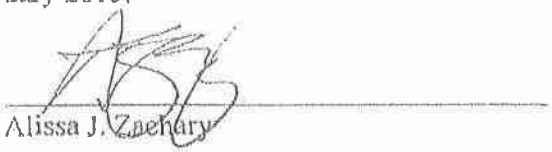
Petitioner withdraws its entire claim from the administrative hearings process because it wishes to pay the assessed tax in protest pursuant to Subchapter B of Texas Tax Code Chapter 112, and file suit in a Travis County District Court. Petitioner will pay the original audit tax plus applicable penalty and interest.

No adjustments to tax will be made as a result of this Joint Motion to Dismiss.

EXHIBIT
10

CERTIFICATE OF SERVICE

I certify that a copy of this **Joint Motion to Dismiss Based on Withdrawal** was scanned to SOAH and sent via email to Mr. James F. Martens, Martens, Todd & Leonard, jmartens@textaxlaw.com, on this the 6th day of February 2015.



Alissa J. Zachary

CERTIFICATE OF SERVICE

I certify that a copy of this **Joint Motion to Dismiss in Order to Pursue Protest Suit** was sent via email to Mr. James F. Martens, Martens, Todd, Leonard, Taylor & Ahlrich, jmartens@textaxlaw.com, on this the 6th day of February 2015.

Alissa J. Zachary

Wherefore, the parties respectfully request that the hearing be dismissed so that Petitioner may proceed with filing a district court protest suit.

Alissa J. Zachary Date
Assistant General Counsel
Administrative Hearings
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528
Texas State Bar No. 24056580
telephone: (512) 475-5683
fax: (512) 463-4617
AlissaJones.Zachary@cpa.texas.gov

James F. Martens Date 2/5/15
Texas Bar No. 13050720
jmartens@textaxlaw.com
Danielle V. Ahlrich
Texas Bar No. 24059215
dahlrich@texlaw.com
Martens, Todd, Leonard, Taylor & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701
telephone: (512) 542-9898
fax: (512) 542-9899
Representative for Petitioner

HEARING NO. 107,331

RE: [redacted]	§	BEFORE THE COMPTROLLER
	§	OF PUBLIC ACCOUNTS
	§	OF THE STATE OF TEXAS
	§	
	§	GLENN HEGAR
	§	Texas Comptroller of Public Accounts
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Austin – 2I80	§	ALISSA J. ZACHARY
AUDIT PERIOD: October 1, 2006	§	Representing Tax Division
THROUGH June 30, 2010	§	
	§	JAMES F. MARTENS
Sales And Use Tax/RDT	§	Representing Petitioner

COMPTROLLER'S DECISION

On February 6, 2015, the Tax Division and Petitioner moved to dismiss this case on the basis of agreement. Petitioner's liability has been calculated in accordance with the agreement, and the resulting liability is set forth in Attachment A, which is incorporated herein by reference and approved and adopted in all respects. It is therefore ORDERED that the petition be dismissed and the audit be made final in accordance with the agreement of the parties and Attachment A.

This Decision becomes final twenty days after the date of notice of this Decision, and the total sum of the tax, penalty, and interest amounts is due and payable within twenty days thereafter. If such sum is not paid within such time, an additional penalty of ten percent of the taxes due will accrue, and interest will continue to accrue. If either party desires a rehearing, that party must file a motion for rehearing, which must state the grounds for rehearing, no later than twenty days after the date of notice of this Decision. Notice of this Decision is presumed to occur on the third day after the date of this Decision.

Signed on this 3rd day of March 2015.

GLENN HEGAR
Comptroller of Public Accounts

by: [signature]
Mike Reissig
Deputy Comptroller

EXHIBIT
11

00-739

(Rev 9 -96/9)

TEXAS NOTIFICATION OF HEARINGS RESULTS - Attachment A

STATEMENT DATE
March 4, 2015

Taxpayer Number
[redacted]

Audit Period
10/1/06 THRU 6/30/10

Hearing Number
107331

Type of Tax
SALES AND USE TAX

FIGURES WERE UPHELD

	STATE	LOCAL	TOTAL
TAX	$122,619.71	$39,238.54	$161,858.25
PENALTY	1,704.75	545.52	2,250.27
INTEREST THRU STATEMENT DATE	27,682.44	8,858.44	36,540.88
TOTAL DUE AS OF STATEMENT DATE	$152,006.90	$48,642.50	$200,649.40

(Interest will continue to accrue at $ 18.85 per day after 3/4/15 through the date of payment. *)

A 10% penalty will be assessed on tax still due 43 days after the Order of the Comptroller (TEX. TAX CODE ANN. SEC. 111.0081 (c).

For payment information call 1-800-531-5441, ext. 3-3900 toll free nationwide, or call 512/463-3900.

Make your check payable to STATE COMPTROLLER and mail to Comptroller of Public Accounts, 111 E. 17th Street, Austin, Texas 78774-0100.

*** Per annum interest rates are subject to change on January 1st of each year. For more interest rate information, refer to Publication 98-304, call 1-877-447-2834, or refer to Comptroller.Texas.Gov.**

(Cut And Return Bottom Portion With Payment)

00-240

TEXAS NOTIFICATION OF HEARING RESULTS
- Attachment A

Hearing Number
107331

STATEMENT DATE
March 4, 2015

Type of Tax
SALES AND USE TAX

Taxpayer Name & Mailing Address
[redacted]

Amount of Your Payment

*PMD

*Tcode	*Taxpayer Number	*Period	*Audit	*Type	*State Amount	*Type	*Local Amount
26040	[redacted]	102	001	02	152006.90	04	48642.50

Danielle Ahlrich

From: Victor Simonds <Victor.Simonds@soah.texas.gov>
Sent: Sunday, June 24, 2018 5:13 PM
To: Danielle Ahlrich
Cc: Jimmy Martens; Stacy Noack; Kathy Pickup (Kathy.Pickup@cpa.texas.gov); Natasha Jasso; Allison Cunningham
Subject: Re: SOAH Jurisdictional Requirements
Attachments: image001.png; image002.jpg

Yes, if the TCPA refers the matter to us.

On Jun 24, 2018, at 5:06 PM, Danielle Ahlrich <dahlrich@textaxlaw.com<mailto:dahlrich@textaxlaw.com>> wrote:

Dear Judge Simonds,

We appreciate your response and certainly understand your decision to decline a conference call. However, given that the parties do appear to be at a stalemate, we would greatly appreciate a response to our original question: May SOAH accept a limited referral of a case to handle a procedural dispute?

Best regards,
Danielle Ahlrich

From: Victor Simonds <Victor.Simonds@soah.texas.gov<mailto:Victor.Simonds@soah.texas.gov>>
Sent: Sunday, June 24, 2018 10:57 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com<mailto:dahlrich@textaxlaw.com>>; Jimmy Martens <JMartens@textaxlaw.com<mailto:JMartens@textaxlaw.com>>; Stacy Noack <snoack@textaxlaw.com<mailto:snoack@textaxlaw.com>>; Kathy Pickup (Kathy.Pickup@cpa.texas.gov<mailto:Kathy.Pickup@cpa.texas.gov>) <Kathy.Pickup@cpa.texas.gov<mailto:Kathy.Pickup@cpa.texas.gov>>
Cc: Natasha Jasso <Natasha.Jasso@soah.texas.gov<mailto:Natasha.Jasso@soah.texas.gov>>
Subject: FW: SOAH Jurisdictional Requirements

I agree with Ms. Pickup. I do not have jurisdiction to consider anything in this matter at this point. Therefore, I would encourage parties to together to resolve the dispute but I will not convene a conference call.

Judge Simonds

From: Natasha Jasso
Sent: Thursday, June 21, 2018 2:19 PM
To: Victor Simonds
Subject: FW: SOAH Jurisdictional Requirements

Please see CPA attorney's response below.

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Thursday, June 21, 2018 1:53 PM
To: Danielle Ahlrich; Natasha Jasso
Cc: Stacy Noack; Allison Cunningham
Subject: RE: SOAH Jurisdictional Requirements

EXHIBIT
F

Dear Ms. Jasso and Ms. Ahlrich,

As this matter is not at SOAH, I, respectfully, cannot see how SOAH has jurisdiction. Furthermore, as previously explained to Ms. Ahlrich, even where SOAH has obtained jurisdiction over a hearing, if that hearing is being dismissed, the hearing is remanded from SOAH to the Comptroller for dismissal.

The proper procedure is either for the taxpayer to sign an Agreement to Dismiss and Cancel (which has been provided but refused), to take the case through the administrative hearing process and to a SOAH hearing or for the taxpayer to file in District Court. It is also worthy of note that Ms. Ahlrich has already filed a unilateral Motion to Dismiss with the Comptroller's Special Counsel, which we have opposed, but on which we are awaiting a decision. There is no indication that the presence of this Motion was disclosed to SOAH when asking for this review. I respectfully submit that as the Comptroller currently has jurisdiction over this matter and as there is a Motion pending before Special Counsel, that any such request for SOAH's involvement is premature. I cannot see that this is a productive use of Judge Simonds time, especially where a decision is awaited from Special Counsel, but if he wants to address the matter and determines SOAH has jurisdiction, I am available on Tuesday at 10 am.

I do not see the relevance of Rule 1.20, as no continuance has been requested.

The comment below from Ms. Ahlrich that "However, we have been told that we cannot dismiss the hearings unless we sign a document that the hearings attorney has called a settlement agreement" is misleading and disingenuous. Over the course of several emails (attached) there was one instance where the Agreement was referred to as a settlement agreement. Every other time is has been referred to as an Agreement to Dismiss and Cancel the Hearing and the fact that it is not a settlement agreement has been clarified on numerous occasions as evidenced in the attached correspondence.

The approach being taken by the taxpayer representatives is unnecessary and obstructive, as there is a very simple and effective procedure in place to accomplish exactly what they want to do with no prejudice to them – they are simply refusing to do it. Any delay in this matter progressing is due solely to the taxpayer's representative's misinterpretation and misunderstanding of the routine procedure that is in place to deal with precisely these types of matters. Should they choose not to sign the Agreements, there are other options available to them, they are simply choosing not to take them.

Kind regards,

Kathy Pickup

From: Danielle Ahlrich <dahlrich@textaxlaw.com<mailto:dahlrich@textaxlaw.com>>
Sent: Thursday, June 21, 2018 1:18 PM
To: natasha.jasso@soah.texas.gov<mailto:natasha.jasso@soah.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov<mailto:Kathy.Pickup@cpa.texas.gov>>
Cc: Stacy Noack <jmartens@textaxlaw.com<mailto:jmartens@textaxlaw.com>>; Allison Cunningham <acunningham@textaxlaw.com<mailto:acunningham@textaxlaw.com>>
Subject: RE: SOAH Jurisdictional Requirements

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My apologies. I see that the full text of subsection (e) did not copy. I've attached the full text of Comptroller Rule 1.20.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, June 21, 2018 10:48 AM
To: natasha.jasso@soah.texas.gov<mailto:natasha.jasso@soah.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov<mailto:Kathy.Pickup@cpa.texas.gov>>
Cc: Jimmy Martens <JMartens@textaxlaw.com<mailto:JMartens@textaxlaw.com>>; Allison Cunningham <acunningham@textaxlaw.com<mailto:acunningham@textaxlaw.com>>
Subject: RE: SOAH Jurisdictional Requirements

Ms. Jasso,

We are available at any time between 8:00am to 2:00 p.m. on Tuesday. Ms. Pickup, would you please review the email correspondence below and let us know your availability on Tuesday?

As part of this call, we'd like to discuss whether Comptroller Rule 1.20(e) resolves this situation. I've copied and pasted it below for ease of reference.

<image001.png>

Best regards,

Danielle V. Ahlrich
Martens, Todd, Leonard & Ahlrich
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com<mailto:sfranklin@textaxlaw.com>
Web: www.textaxlaw.com<http://www.textaxlaw.com/>

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From: Natasha Jasso [mailto:Natasha.Jasso@soah.texas.gov]
Sent: Thursday, June 21, 2018 8:30 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com<mailto:dahlrich@textaxlaw.com>>
Cc: Jimmy Martens <JMartens@textaxlaw.com<mailto:JMartens@textaxlaw.com>>; Allison Cunningham <acunningham@textaxlaw.com<mailto:acunningham@textaxlaw.com>>
Subject: RE: SOAH Jurisdictional Requirements

Ms. Ahlrich,

I spoke with Judge Simonds regarding this matter. He would like to set up a phone conference between both parties for next week. The only time he is not available is Monday morning and Thursday afternoon. Please choose a date and any time from 8:00am to 2:00pm.

Thank you,

Natasha Jasso
Legal Secretary III

State Office of Administrative Hearings
300 West 15th Street | Austin, Texas 78701
512-936-0724
www.soah.texas.gov<http://www.soah.texas.gov/>

<image002.jpg>

From: Danielle Ahlrich [mailto:dahlrich@textaxlaw.com]
Sent: Friday, June 15, 2018 4:14 PM
To: Natasha Jasso
Cc: Jimmy Martens; Allison Cunningham
Subject: SOAH Jurisdictional Requirements

Hi Natasha,

Thank you for speaking with me today. As discussed, we would greatly appreciate any feedback that Mr. Simonds has about SOAH's ability to accept a limited referral of jurisdiction to hear a taxpayer's Motion to Dismiss.

As discussed, we currently have a taxpayer client who would like to dismiss pending administrative redeterminations to pursue a protest suit in Travis County district court. The hearings have not yet been referred to SOAH. We have been working with the hearings attorney to dismiss them. However, we have been told that we cannot dismiss the hearings unless we sign a document that the hearings attorney has called a settlement agreement. We have requested revisions to the agreement to at least clearly preserve the taxpayer's right to pursue the protest suit (as the hearings attorney recognizes we are entitled to do), but those have been rejected. Given all of the recent jurisdictional fights at the district court level, we cannot sign the agreement as drafted. We appear to be at a stalemate.

Thus, our question is: Is there a way for us to get to SOAH so that we can file a Motion to Dismiss and, hopefully, proceed to district court without further delay?

Best regards,

Danielle V. Ahlrich
Martens, Todd, Leonard & Ahlrich
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com<mailto:sfranklin@textaxlaw.com>
Web: www.textaxlaw.com<http://www.textaxlaw.com/>

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HEARING NO. 114,277

RE: FORTE PAYMENT SYSTEMS, INC.	§	BEFORE THE COMPTROLLER
	§	
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Audit - Dallas E 2I55	§	OF PUBLIC ACCOUNTS
AUDIT PERIOD: January 1, 2009	§	
through December 31, 2012	§	
Sales And Use Tax/RDT	§	OF THE STATE OF TEXAS

HEARING NO. 115,775

RE: FORTE PAYMENT SYSTEMS, INC.	§	BEFORE THE COMPTROLLER
	§	
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Audit - Dallas E 2I55	§	OF PUBLIC ACCOUNTS
AUDIT PERIOD: January 1, 2013	§	
through April 30, 2016	§	
Sales and Use Tax/RDT	§	OF THE STATE OF TEXAS

OPPOSITION TO PETITIONER'S UNILATERAL MOTION TO DISMISS

Petitioner filed a unilateral Motion to Dismiss with Comptroller's Special Counsel for Tax Hearings on June 11, 2018 (Motion). The Administrative Hearings Section (AHS) received a copy of the Motion. The undersigned Tax Hearings Attorney informed Special Counsel that she would correspond with Petitioner's representative regarding the proper procedure for Petitioner to follow to achieve its intended purpose. Petitioner refused to follow a Comptroller's Rule 1.39[1] procedure for dismissal. The Administrative Hearings Section opposes the Motion.

Petitioner seeks to dismiss the above administrative hearings and bring its claims in District Court. Petitioner has not filed a suit in District Court regarding these matters. AHS has an established, straightforward and approved procedure for dismissal of the hearings, which the undersigned explained to Petitioner's representative.[2] Namely, a one-page "Agreement to Dismiss and Cancel the Hearing" is routinely used for this very purpose.

Petitioner was provided with an Agreement to Dismiss and Cancel for each of the Hearings but refused to sign them. Petitioner's refusal appears to stem for the incorrect belief that by signing the Agreement to Dismiss and Cancel the Hearing that it "jeopardize[s] the taxpayer's right to continue its contest." Petitioner's representatives have been reassured on several occasions that is not the case.[3] Such right is protected by statute.

---

[1] 34 Texas Administrative Code § 1.39
[2] Exhibit 1.
[3] *Id.*

EXHIBIT
G

Petitioner requested, and was granted, administrative hearings. There are certain procedures that apply to administrative hearings that both parties must follow. Here, it is appropriate to obtain Petitioner's written acknowledgement that it withdraws its requests for the administrative hearings. Petitioner is incorrect in stating at paragraph 26 of its Motion that AHS is "refusing to dismiss the administrative hearings." AHS is fully prepared to agree to dismiss the hearings; all Petitioner needs to do in order to move forward is sign the provided agreements or take steps to comply with Rule 1.39 and Texas Tax Code Section 112.

The Motion does not comply with Rule 1.39 or with Government Code § 2001.056. The undersigned explained to Petitioner's representatives that the Agreements simply dismiss and cancel the administrative hearings. Nothing more. There is no prejudice to Petitioner in bringing its claims in District Court following dismissal and therefore no reasonable justification for not signing the Agreements as provided.

Per applicable statutes and rules, Petitioner can either (a) sign the agreements, (b) continue the administrative hearings process and proceed to a hearing at SOAH or (c) file in District Court.[4] AHS requests that Petitioner's Motion be denied and that Special Counsel in its Order provide direction as to proper procedures, rules and applicable statutory provisions.

Respectfully submitted,

Kathy Pickup
Tax Hearings Attorney
Administrative Hearings
Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528
Texas State Bar No. 00791128
telephone: (512) 463-7541
facsimile: (512) 463-4617
Kathy.Pickup@cpa.texas.gov

[4] Rule 1.39 lists the grounds on which a motion to dismiss may be granted. Although the list is not exhaustive, if Petitioner is opposed to signing the agreements in the usual way to allow dismissal and cancellation with no Comptroller's Decision., Rule 1.39(a)(7) states that a motion to dismiss may be filed where a taxpayer's claims for the same tax and the same period are pending in a court.

CERTIFICATE OF SERVICE

I certify that a copy of this **Opposition to Petitioner's Unilateral Motion to Dismiss** was sent to Special Counsel and was sent via email to Danielle V. Ahlrich, Martens, Todd, Leonard & Ahlrich, dahlrich@texlaxlaw.com, on this 21st day of June 2018.

Kathy Pickup
Tax Hearings Attorney

Kathy Pickup

From: Kathy Pickup
Sent: Monday, June 18, 2018 1:41 PM
To: 'Danielle Ahlrich'
Cc: Stacy Noack; Allison Cunningham
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

Good Afternoon Danielle

The Agreement we have sent is not a settlement agreement – it is an agreement to dismiss and cancel the hearing. Although initially it may have been referred to as a Settlement Agreement (as many of our agreements do contain an element of settlement, although yours do not), you can see from the title and the contents, and putting semantics aside, that it simply dismisses and cancels the hearing. As I have indicated previously and as is evident from the contents of the Agreement to Dismiss and Cancel, there is nothing in the agreement that in any way jeopardizes the taxpayer's right to continue its contest.

As also indicated previously, we will not docket the case at SOAH for the purposes of your Motion to Dismiss, as this is improper procedure, but the case can be docketed at SOAH for a hearing as indicated in (2) of your email below. In the circumstances, please confirm whether you prefer a written or oral hearing. As your Reply does not contain any new assertions, we do not need to issue a Response and can move direct to a hearing if your Motion is denied. I will be filing my opposition to your Motion this week. If you prefer to await the outcome of that Motion before indicating whether you want a written or oral hearing we can certainly do that. However, if your Motion is denied and you do want an oral hearing, please note that you will need to provide three dates of availability for the hearing.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 18, 2018 1:20 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

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Hi Kathy,

We cannot sign the agreement that you have referred to as a settlement agreement because we do not want to jeopardize the taxpayer's right to continue its contest. We will await Special Counsel's ruling on our motion.

If that motion is not granted, we request that you either (1) file a request to docket the case at SOAH for a limited referral to address our Motion to Dismiss both hearings or (2) file a request to docket the entire hearing matters and issue a Notice of Hearing reflecting the taxpayer's contentions as follows: Whether Forte Payment Systems' service charges are subject to Texas sales and use tax and whether Forte owes additional Texas sales and use tax on its payments for the expenses and purchases listed in the audit schedules.

Best regards,
Danielle Ahlrich

EXHIBIT 1

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Friday, June 15, 2018 2:12 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

Good afternoon Danielle,

Thank you for your email.

I understand what you are trying to achieve in getting the hearing dismissed, meeting the requirements under Texas Tax Code Section 112 and being able to obtain a de novo review in District Court. The attached one page agreements achieve all of that and are the routine way to dismiss a hearing out of the Administrative Hearings process and proceed in District Court. It is a simple and straightforward process and achieves everything you want. By signing the agreement the Administrative Hearing is dismissed, no order or Comptroller's Decision issues and the taxpayer is free to pursue its claims in District Court. There is nothing in the Agreement to Dismiss and Cancel the hearing that limits the taxpayer's ability to continue its contest of the audit assessment in District Court.

I'm afraid your comment regarding seeking limited jurisdiction for SOAH to hear your motion is misguided. SOAH currently does not have jurisdiction and when SOAH does have jurisdiction over a matter (once the hearing has been docketed there), if the parties reach agreement or if, as in your situation, the taxpayer wants to withdraw from the hearings process, the hearing is remanded by SOAH to the Comptroller in order to be dismissed.

Your Motion to Dismiss and Reply to the Position Letter refers to both hearings (and erroneously indicates that these cases are under SOAH's jurisdiction). However, as a Position Letter has only been issued in respect of the earlier hearing (114,277), the Reply can of course only relate to that hearing. Filing a unilateral Motion to Dismiss combined with a Reply to a Position Letter is not only unusual, but also improper procedure. There is a procedure in place to accomplish exactly what you want to do that does not, in any way, limit the taxpayer's ability to continue its contest of the audit assessment in District Court, and that procedure should be followed.

If you choose not to sign the attached agreements as drafted, the matter will need to continue through the Administrative Hearings process. In the absence of confirmation from you that the taxpayer will sign the attached agreements, I will issue a Response next week addressing the issues raised in your Reply to the Position Letter for Hearing No. 114,277. That Response will allow a 14 day period for you to decide whether you want a written or oral hearing before a SOAH judge, and I will also issue a Position Letter in respect of the latter hearing (115,775).

I will also be filing a response with Special Counsel opposing your unilateral Motion to Dismiss.

I hope that you will agree to follow the procedure for dismissing the claims and proceeding to District Court. It is a simple and straightforward procedure that does not need to become complicated. It does not, in any way, infringe on any of the taxpayer's rights to bring these matters in District Court and obtain a de novo review, it simply dismisses the Administrative Hearing so that the taxpayer can move forward with a claim in District Court. Once signed, we can have those agreements signed on our end very quickly (often the same day) and the taxpayer can move on with its claims in District Court.

I look forward to hearing from you.

Kind regards,

Kathy

EXHIBIT 1

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 11, 2018 3:19 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

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Kathy,

We will not sign the settlement agreement you reference below because it is not our intention to settle these hearings. We are dismissing them here so that we may continue Forte's contest of the grounds and contentions set forth in the pleadings as a protest suit in state district court.

I've attached the Motion to Dismiss that we filed today with the Office of Special Counsel for Tax Hearings. Would you please acknowledge receipt?

If the Comptroller will not automatically grant our motion to dismiss and issue the amended assessment notice, would you please reply back and we'll contact SOAH for the purpose of seeking limited jurisdiction to hear our motion.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Friday, June 08, 2018 11:36 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

You are correct – that was my error. It is a redetermination and you can withdraw if you so choose. However, your rights to pursue the matter in district court are set out in the applicable Codes and inclusion of those rights in the agreement is not necessary and not appropriate.

I have spoken with JD, he does not agree that he "indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district cou[rt]." He simply sent you an email with a request that you provide your suggestions for changes to the standard dismissal agreement, and that he would forward those suggestions to our manager. Your email also does not address the "intention" to withdraw, versus actually withdrawing the hearings request.

As Comptroller currently has jurisdiction over the matter and as the matter has not yet been docketed at SOAH, Rule 1.39(b)(1) governs where the Motion to Dismiss needs to be filed. The case cannot run concurrently with the Comptroller and the District Court.

If you do not wish to sign the agreement as provided, we will simply proceed to the administrative hearing at SOAH. That is a matter for you and your client. Your client's Reply was due June 1 2018 and is now overdue. If you do not wish to sign the agreement as drafted, please file your Reply by return, failing which we will file a Motion to Dismiss for failure to respond to the Position Letter. Once your Reply is filed, we will issue a Response and set the matter for a hearing at SOAH.

EXHIBIT 1

I am now out of the office until next Thursday, June 14, 2018. Please confirm whether you intend to sign the settlement agreement as drafted and, if not, please ensure your Reply is filed by the time of my return so that I do not need to issue the Motion to Dismiss.

Thank you for your continued assistance.

Regards,
Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Wednesday, June 6, 2018 8:22 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

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Hi Kathy,

I'm not sure that we are on the same page. We are postured as a redetermination case; we're not pursuing a refund claim. We are legally entitled to withdraw at any point from the administrative redetermination process and pursue a protest suit in state district court under Tex. Tax. Code. §§ 112.051, .052.

Under 112.051 & .052, a taxpayer may bring a protest suit after paying under protest the amount claimed by the state. The payment of the amount claimed by state, accompanied by a protest letter confers jurisdiction under this statutory scheme, not the exhaustion of administrative remedies. The exhaustion of administrative remedies is relevant only for administrative refund claims. We do not intend to dismiss the administrative redetermination hearing and then appeal the dismissal to district court. We intend to enter district court on completely different jurisdictional grounds.

Our amendments to the standard language you provided are for the sole purpose of avoiding the possible contention at a later date that we are somehow barred from litigating this matter in district court. We simply want written acknowledgment of the Comptroller's understanding that we still intend to challenge the assessment. The amendments do not, and are not intended to, impact or prevent the actual dismissal of the administrative hearing.

As a threshold matter, we do not understand the legal basis for the Comptroller requiring a taxpayer to sign an agreement as a precondition to dismissing its administrative case. Would you please provide us with your support stating that an agreement is necessary? As we read the applicable Comptroller rule (1.39) we don't see any requirement that the parties enter into an agreement of any sort.

In another case, JD Bostick has indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district could. Would you please confer with him regarding this matter and then get back with us if you still have an issue with our proposed amendments to the dismissal terms?

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950

Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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From: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Sent: Wednesday, June 6, 2018 10:02 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

I'm afraid that the language you suggest cannot be agreed. An administrative hearing is just that. In order to proceed to District Court, a taxpayer must exhaust its administrative remedies - saying a taxpayer "intends" to dismiss a hearing means the underlying administrative hearing is still active (as it has not in fact been dismissed).
The procedural prerequisites to an appeal of a final order are mandatory and jurisdictional; they cannot be waived and must be strictly followed. The remaining amendments in your email below are all covered by the TEX. GOV'T CODE and are unnecessary.

As you rightly say, the matter is reviewed de novo in District Court and as such, the administrative record in a de novo appeal is not required, except to show that the District Court has jurisdiction to hear the case. (TEX. GOV'T CODE § 2001.173.) The court cannot have jurisdiction if the administrative hearing is still active.

If the terms of the dismissal order as provided cannot be agreed, the matter will need to proceed through the administrative hearings procedure.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, June 5, 2018 8:14 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Hi Kathy,

Thank you for sending over the standard terms. Did I accurately state the purpose of the agreement in my email below? We will not be able to sign any agreement until our understanding is either confirmed or corrected.

EXHIBIT 1

Also, we understand that you may need to bring Chief Counsel into the conversation, but we do request modifications to the standard language. Please see our desired edits below.

1. Taxpayer intends to dismiss its redetermination hearing request on all grounds expressed in its pleadings. Taxpayer intends to continue its contest of those grounds stated in its administrative pleadings in a protest suit that Taxpayer intends to file in state district court. There are no other issues to be considered in this administrative proceeding, although trial of the issues raised in Taxpayer's subsequent protest suit will be reviewed de novo. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case so that Taxpayer may challenge the assessment through a protest suit in Travis County District Court. Therefore, no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted but rather further litigated through a protest suit.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 12:57 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good afternoon Ms. Ahlrich

Please call me Kathy.

The terms of the agreement are standard terms and reflect that:

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2.Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

Kind regards

Kathy

EXHIBIT 1

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 12:51 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Good afternoon Ms. Pickup,

I'm writing to confirm that the agreement you reference below is not and shall not be treated as a settlement or compromise agreement between the parties. We understand that the sole purpose of the agreement is simply to seek the taxpayer's agreement that the Comptroller will not be issuing an administrative decision once Forte abandons the administrative process by dismissal. Dismissal is necessary so that Forte may pursue its protest suit in state district court. We further understand that the agreement you reference below will, in no way, bar or limit Forte's ability to pursue protest litigation on the underlying issues. We fully intend to bring suit in state district court protesting the Comptroller's determination that additional sales taxes, penalties and interest are due.

Would you please send us your email confirming our understanding of the scope and nature of the agreement you reference below? In addition, when drafting the agreement, would you please include an express statement that Forte seeks to dismiss the administrative hearing so that it may challenge the assessment by protest suit in Travis County district court? We seek to avoid any confusion about Forte's intended next steps.

We appreciate your attention to this matter and look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 10:45 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Ms. Ahlrich

I will prepare the agreement to cancel the hearing and forward that to you once complete. Our Chief Counsel, who must approve the agreement, is out of the office until Thursday this week, so it will likely be next week before you receive the agreement for signature.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 10:37 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Hi Ms. Pickup,

Thank you for acknowledging receipt of my other email regarding the POA revocation for Texas Tax Group. Would you please confirm receipt of the email below and let us know what, if anything, you need from us to move forward with the dismissal of the 2009-2012 redetermination so that Forte may pursue a protest suit? I look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, May 31, 2018 9:10 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Dunn, Jeff <jdunn@Munsch.com>
Subject: Forte Payment Systems

Hi Ms. Pickup,

As evidenced by the attached Power of Attorney, Forte Payment Systems has engaged our law firm to handle the litigation for both its 2009-2012 and 2013-2016 sales tax audits. At this time, Forte would like to dismiss the administrative redetermination for the 2009-2012 audit so that it may pursue a district court protest suit. The 2013-2016 will remain in the administrative hearings section.

Would you please request the Comptroller's processing division to generate an updated Statement of Account for the 2009-2012 audit? Would you also please request the preparation of updated audit schedules given the taxpayer's $29,000 payment towards Exams 200 and 300?

We greatly appreciate your assistance with this matter. Please let us know if you have any questions or need anything further from us.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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EXHIBIT 1

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

June 27, 2018

Ms. Danielle V. Ahlrich
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701

Re: Forte Payment Systems, Inc.
Hearing Nos. 114,277; 115,775
Taxpayer No. [redacted]

Dear Ms. Ahlrich:

The Order Denying the Motion to Dismiss for the above-referenced hearing numbers is enclosed.

If you have any questions, you may call Tax Hearings Attorney Kathy Pickup at 512-463-7541 or toll-free 800-531-5441, extension 3-7541.

Sincerely,

Kari Honea
Special Counsel for Tax Hearings
Facsimile No.: (512) 936-6190
Email: *SpecialCounsel.Filings@cpa.texas.gov*

cc: Kathy Pickup, Representing the Administrative Hearings Section

EXHIBIT
H

CPA HEARING NO. 114,277

RE: FORTE PAYMENT SYSTEMS, INC.	§	BEFORE THE COMPTROLLER
	§	OF PUBLIC ACCOUNTS
	§	OF THE STATE OF TEXAS
	§	
TAXPAYER NO: [redacted]	§	GLENN HEGAR
AUDIT OFFICE: Audit - Dallas E 2155	§	Texas Comptroller of Public Accounts
	§	
AUDIT PERIOD: January 1, 2009	§	KATHY PICKUP
THROUGH December 31, 2012	§	Representing Respondent
	§	
	§	DANIELLE V. AHLRICH
Sales And Use Tax/RDT	§	Representing Petitioner

CPA HEARING NO. 115,775

RE: FORTE PAYMENT SYSTEMS, INC.	§	BEFORE THE COMPTROLLER
	§	OF PUBLIC ACCOUNTS
	§	OF THE STATE OF TEXAS
	§	
TAXPAYER NO: [redacted]	§	GLENN HEGAR
AUDIT OFFICE: Audit - Dallas E 2155	§	Texas Comptroller of Public Accounts
	§	
AUDIT PERIOD: January 1, 2013	§	KATHY PICKUP
THROUGH April 30, 2016	§	Representing Respondent
	§	
	§	DANIELLE V. AHLRICH
Sales And Use Tax/RDT	§	Representing Petitioner

ORDER DENYING MOTION TO DISMISS

On June 11, 2018, Petitioner filed a Motion to Dismiss and Reply to the Position Letter (Motion). On June 21, 2018, the Administrative Hearings Section filed its reply, opposing Petitioner's Motion.

Having considered the Motion and reply, it is concluded that the Motion should be denied. Accordingly, it is ORDERED that the Motion to Dismiss is DENIED. This Order does not decide any fact or law relating to these contested cases.

By this order, these hearings are referred to the Administrative Hearings Section.

SIGNED on this 27 day of June 2018.

GLENN HEGAR
Comptroller of Public Accounts

By: _____
Mike Reissig
Deputy Comptroller

Danielle Ahlrich

From: James Arbogast <James.Arbogast@cpa.texas.gov>
Sent: Monday, July 23, 2018 10:15 AM
To: Danielle Ahlrich; Hohengarten, Jack; Jimmy Martens
Cc: Bree Boyett; Kathy Pickup; Andrews, Alison; Hargis, Melissa; Allison Cunningham
Subject: RE: Forte Payment Systems dismissal

Danielle,

For various reasons (that to be honest I don't fully understand), if I requested a Statement of Account in this situation, something would almost surely go wrong with the interest calculation – in short it would be a "dummy" statement because it would not be connected to a recognized system action on the account such as the issuance of a Comptroller's Decision or the execution of a resolution agreement, and thus would not hold interest accumulating or provide a payment date the system recognized.

I cut and paste this from an email below, which I believe will work best for you in this situation:

To answer your question as to how much interest to pay, you can just call a Taxpayer Services and Collections field office. You can find them here: https://comptroller.texas.gov/about/contact/locations.php They'll look up the account, tell you how much it is including current interest, and answer any questions about how to pay timely based on their quote and make sure it gets applied to the right account. That's their jobs, telling taxpayers how much they need to fully pay off a particular liability and making it convenient to do so.

If for some reason you are having trouble with that process, let me know and maybe we can figure something else out.

Thanks,

JAMES D. ARBOGAST

CHIEF COUNSEL FOR HEARINGS AND TAX LITIGATION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512.463.8473 | JAMES.ARBOGAST@CPA.TEXAS.GOV

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From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Thursday, July 19, 2018 4:22 PM
To: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>; Stacy Noack <jmartens@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems dismissal

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Thank you for the clarification, Jack. We will discuss this information with our client and determine next steps.

Mr. Arbogast, would you please request the issuance of a Statement of Account for both the 2009-2012 and 2013-2016 audit periods?

Best regards,
Danielle Ahlrich

From: Hohengarten, Jack [mailto:Jack.Hohengarten@oag.texas.gov]
Sent: Thursday, July 19, 2018 10:02 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>; Jimmy Martens <JMartens@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems dismissal

Danielle,

In addition to my email below, I can confirm the following. If the taxpayer timely pays under protest and complies with Chapter 112's other requirements for filing suit, and if the parties to the administrative hearing file a joint motion to dismiss the hearing as duplicative of pending litigation under Rule 1.39(a)(7), that procedure would not give rise to any jurisdictional issues which would prejudice that taxpayer. Accordingly, we can confirm that this office will not use Forte's filing suit in accordance with Chapter 112, and the parties' jointly moving for dismissal under Rule 1.39(a)(7), as a basis for challenging jurisdiction in Forte's protest suit or with respect to any ground in that suit.

Hope this does the trick.

Jack Hohengarten
Tax Division Chief
Attorney General of Texas
P.O. Box 12548, MC 029
Austin, Texas 78711-2548
Telephone: (512) 475-3503
Fax: (512) 478-4013
jack.hohengarten@oag.texas.gov

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From: Danielle Ahlrich [mailto:dahlrich@textaxlaw.com]
Sent: Monday, July 16, 2018 6:22 PM
To: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>; Jimmy Martens <JMartens@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa

<Melissa.Hargis@oag.texas.gov>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems dismissal

Hi Jack,

We appreciate your email, and we don't want to unnecessarily split hairs. But, we don't read you and Jim Arbogast to be saying the same thing with respect to what document we need to sign to dismiss the administrative hearings after filing the protest suit. Jim indicated that we would file an Joint Motion to Dismiss based upon Rule 1.39(a)(7). However, we read your email to state that we would need to sign the attached Agreements to Dismiss (which make no mention of other pending litigation and still present the jurisdictional concerns that we voiced from the beginning), and the OAG would take no jurisdictional issue with them.

Does the OAG agree with the Comptroller that no plea to the jurisdiction will be filed by dismissing the administrative hearings by a Joint Motion to Dismiss based upon Rule 1.39(a)(7). If not, does the OAG agree that the Agreement to Dismiss as attached to this email will not impact Forte's ability to continue to litigate the issues that were contested during the period in which the administrative redeterminations were pending before the Comptroller?

We appreciate you working with us on this issue and look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>
Sent: Thursday, July 12, 2018 2:39 PM
To: Jimmy Martens <JMartens@textaxlaw.com>; Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>
Subject: Forte Payment Systems dismissal

Jim and Danielle:

We agree with Jim Arbogast's understanding (set out below). That is, when the final statement of account is generated, if the taxpayer timely pays that amount under protest and complies with Chapter 112's other requirements for filing suit, use of the attached Agreement to Dismiss and Cancel Hearing does give rise to any jurisdictional issues which could prejudice that taxpayer. Accordingly, we can confirm that this office will not use the attached form agreement as a basis for challenging jurisdiction in Forte's protest suit or with respect to any ground in its suit.

Jack Hohengarten
Tax Division Chief
Attorney General of Texas
P.O. Box 12548, MC 029
Austin, Texas 78711-2548
Telephone: (512) 475-3503
Fax: (512) 478-4013
jack.hohengarten@oag.texas.gov

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From: James Arbogast [mailto:James.Arbogast@cpa.texas.gov]
Sent: Wednesday, July 11, 2018 4:15 PM
To: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>
Cc: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>
Subject: FW: Forte Payment Systems

Jack and Ali,

Below is an inquiry relating to a couple of hearings involving a client of Danielle Ahlrich and Jimmy Martens. They want to dismiss the pending hearings, pay the full liabilities under protest, and file a tax suit pursuant to Chapter 112.

This is not an uncommon request, and usual practice to allow a taxpayer with a pending redetermination hearing to proceed directly to court is to execute with the taxpayer an Agreement to Dismiss and Cancel Hearing. Our understanding at the Comptroller is that, when the final statement of account is generated, if the taxpayer timely pays that amount under protest and otherwise complies with the Chapter 112 requirements to file suit, use of this Agreement to Dismiss and Cancel Hearing has not raised (and in my opinion could not raise) any jurisdictional issues which could prejudice a taxpayer.

However, Danielle and Jimmy have not agreed to sign our standard forms (attached), raising concerns that they are somehow prejudicing their client or inviting jurisdictional challenges to the lawsuits they want to file if the cases are dismissed using these agreements. I do not think those concerns are valid, but another means to accomplish the same thing has been discussed.

Instead of dismissing the hearings before filing suit, Danielle and Jimmy are inquiring whether it is possible to determine the full liability of these matters, pay the full liability under protest, and then timely file the lawsuits in compliance with Chapter 112 while the hearings are still pending. My response on behalf of the Comptroller is that there is nothing preventing a taxpayer from doing that, and I cannot see how that would raise a jurisdictional issue in the litigation. If they were to fully pay the liability under protest and otherwise properly file a lawsuit, we would just seek a motion to dismiss the hearings as duplicative of pending litigation. Our procedural Rule 1.39(a)(7) was recently added not too long ago to make clear that the grounds of a motion to dismiss to the Comptroller include "a taxpayer's claims for the same tax and the same period are pending in a court," which to me makes clear the Comptroller's position is that the hearing, and not the litigation, loses jurisdiction when the taxpayer is in both administrative hearings and court.

As you can see below, they are seeking assurance that this second method will not cause jurisdictional issues in the litigation, or otherwise prejudice their client, in terms of how the Office of Attorney General would respond to this situation. Do you see any jurisdictional issues, and if not is there some assurance you can provide?

Also, can you provide assurance that simply signing the Agreements to Dismiss and Cancel will also create no jurisdictional issues or otherwise prejudice their client in litigation? I still would much prefer they agree to go that route, as it will get to the exact same result, but much sooner and without having to needlessly bother our busy Deputy Comptroller with a motion to dismiss he doesn't have to deal with.

If you are comfortable doing so, you may respond directly to Jimmy and Danielle with any comments on this situation, but please keep me in the loop.

Thanks,

JAMES D. ARBOGAST

CHIEF COUNSEL FOR HEARINGS AND TAX LITIGATION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512.463.8473 | JAMES.ARBOGAST@CPA.TEXAS.GOV

From: Jimmy Martens <JMartens@textaxlaw.com>
Sent: Wednesday, July 4, 2018 11:37 AM
To: James Arbogast <James.Arbogast@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Danielle Ahlrich <dahlrich@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

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Hi Jim & Kathy,

We do ask that the Comptroller confirm with the OAG that it will not challenge jurisdiction if Forte calculates and pays the audit assessment under protest and pursues a protest suit in the state courts. Or, alternatively amend your agreement form in the manner we requested earlier. Otherwise, we believe that the Comptroller's hearings attorneys and directors may spend significantly more time responding to discovery requests, testifying in depositions and appearing to give testimony in state court when the attorney general's office uses the agreement as a basis to defeat jurisdiction, in full or in part.

Please understand that our resistance to signing the Comptroller's form agreement is for the sole purpose of avoiding the high cost of jurisdictional contests at the state court level. As you may know, the attorney general's office files & pursues pleas to jurisdiction in virtually every tax case, regardless of whether such pleas are appropriate or not. The fees incurred by our clients (and other taxpayers) to defend the pleas in district court and in the ensuing interlocutory appeals often equal or exceed the fees for trying the case on the merits itself.

At this point, in order to undertake state tax litigation in the state courts, the taxpayer must be a large business entity with significant available resources to undertake two separate lawsuits and two separate appeals in each tax case (one for jurisdiction and another for the merits). As a result, smaller and mid-sized, but solvent businesses without substantial discretionary resources cannot afford the litigation. Moreover, it's currently impossible for insolvent businesses to gain judicial relief.

We believe there are several strategic arguments that the attorney general's office can, and would likely make under the Comptroller's agreement, in order to attempt to defeat jurisdiction in whole or in part. For obvious reasons, we won't discuss them here. We, like you, believe all of this is unnecessary since all the Comptroller would have to do is amend its agreement form as we previously requested.

However, in the absence of doing so, we request that you inform the attorney general's office that the Comptroller has no jurisdictional complaint if, at this point in the administrative hearings process, Forte pays under protest, the assessed audit taxes plus accrued interest and pursues its protest suit in state court and further confirms with the attorney

general's office, that they will not use the Comptroller's form agreement as a basis for challenging the jurisdiction of Forte's protest suit nor any ground raised by Forte in its protest suit.

With respect to your request that we sign a Joint Motion to Dismiss, we would agree if the motion and order clearly state that the basis for dismissal is for the purpose of allowing the taxpayer to pursue a protest suit in state courts. This has been our practice in the past.

We greatly appreciate your attention to this matter and look forward to hearing from you.

Thanks,
Jimmy

From: James Arbogast [mailto:James.Arbogast@cpa.texas.gov]
Sent: Tuesday, July 03, 2018 7:24 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Subject: RE: Forte Payment Systems

Danielle,

The Comptroller would not have any problem if you did this. Just to be absolutely sure, I am going to confirm with OAG that they don't have an issue with it. I cannot imagine they will have a problem if CPA is good with it, especially if we confirmed that to you like I'm doing here, but it's best to check first. I'll let you know when they get back to me.

To answer your question as to how much interest to pay, you can just call a Taxpayer Services and Collections field office. You can find them here: https://comptroller.texas.gov/about/contact/locations.php They'll look up the account, tell you how much it is including current interest, and answer any questions about how to pay timely based on their quote and make sure it gets applied to the right account. That's their jobs, telling taxpayers how much they need to fully pay off a particular liability and making it convenient to do so.

Also, if we do this, the motion to dismiss is best if it's a joint motion to dismiss (or an unopposed motion to dismiss with an explanatory certificate of conference stating the other side is OK with it), as Special Counsel will get right on it upon receipt instead of waiting for the other party to indicate whether they oppose or agree to it. (Hopefully the text of a simple Rule 1.39 joint motion to dismiss based on pending litigation will not cause any issues for either party so agreeing to the language will be easy.) I'm not sure how long it would take before Mike Reissig actually signs it, but he gets a stack of orders and decisions to sign every week or two I expect.

I'll get back when I confirm OAG won't file a plea to the jurisdiction or anything if this is what you want to do; 99% sure they won't but I'll check.

I want to note that I believe all this is entirely unnecessary -- simply signing our standard agreement to dismiss will get you exactly where you will be if we do the above, without me talking to OAG, you having to contact Taxpayer Services, and later both of us and Mike Reissig burdened with preparing and granting a motion to dismiss -- but we can do it if it's really the way you prefer to go.

Thanks,

Jim

Locations and Hours - Home Comptroller.Texas.Gov

comptroller.texas.gov

Comptroller personnel are available to assist the public at our main office in Austin as well as field offices throughout the state.

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, July 3, 2018 12:35 PM
To: James Arbogast <James.Arbogast@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Subject: Forte Payment Systems

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Mr. Arbogast,

Since Ms. Pickup is out for another week, would you please assist us with our questions below? We can't decide on a proper course of action until we know the Comptroller's policy on the issues raised in AHS' pleading, which we've attached for your reference.

Best regards,

Danielle Ahlrich

From: Danielle Ahlrich
Sent: Tuesday, July 03, 2018 12:00 PM
To: Kathy Pickup (Kathy.Pickup@cpa.texas.gov) <Kathy.Pickup@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: Forte Payment Systems

Hi Kathy,

We're writing to obtain clarity regarding the statement in footnote 4 of the Administrative Hearings Section's response to Forte's Motion to Dismiss (attached). We believe that footnote no. 4 can be read to mean that a taxpayer may file suit in district court instead of signing an Agreement to Dismiss, and thereafter seek dismissal of the pending administrative action without an agreement. Have we interpreted footnote 4 to correctly state the Comptroller's policy regarding protest suit jurisdiction?

We understood that Comptroller Rule 1.39(a)(7) applied only to those instances where the taxpayer already had a suit pending in state district court for the same period and tax. In that instance, the provision allows for the dismissal of the administrative action. For example, if a taxpayer challenged an assessment by filing a protest suit but then subsequently filed an administrative refund claim for the same tax and period, dismissal of the administrative refund claim would be proper because the matter is already pending in district court.

Instead, is it the Comptroller's policy that a taxpayer who has a pending administrative redetermination with no lawsuits filed in state district court may pay the assessment under protest, initiate a protest suit in district court, and then move under Rule 1.39 to dismiss the administrative redetermination? If so, what is the Comptroller's policy on how the taxpayer should calculate the interest currently due on the tax assessment amount? Is it the Comptroller's policy that a taxpayer may make its own calculation and pay it under protest prior to the issuance of a revised Comptroller's Statement of Account? Still further, if Forte were to pursue this course of action, would the Comptroller grant a unilateral motion to dismiss or would the taxpayer have to wait for AHS to file the motion?

We appreciate your attention to this matter as we work to determine the best method for concluding the administrative redetermination following the Comptroller's denial of Forte's Motion to Dismiss.

Best regards,

Danielle V. Ahlrich

MARTENS, TODD, LEONARD & AHLRICH

301 Congress Avenue, Suite 1950

Austin, Texas 78701

512-542-9898

512-542-9899 fax

E-mail: dahlrich@textaxlaw.com

Web: www.textaxlaw.com

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4/12/2019 5:19 PM
Velva L. Price
District Clerk
Travis County
D-1-GN-18-006671
Irene Silva

CAUSE NO. D-1-GN-18-006671

CSG FORTE PAYMENTS, INC. f/k/a	**§**	**IN THE DISTRICT COURT OF**
FORTE PAYMENT SYSTEMS, INC.	**§**	
Plaintiff,	**§**	
	§	
v.	**§**	
	§	
GLENN HEGAR,	**§**	
COMPTROLLER OF PUBLIC	**§**	**TRAVIS COUNTY, TEXAS**
ACCOUNTS OF THE STATE OF TEXAS;	**§**	
THE OFFICE OF THE COMPTROLLER	**§**	
OF PUBLIC ACCOUNTS;	**§**	
KEN PAXTON, ATTORNEY	**§**	
GENERAL OF THE STATE OF TEXAS;	**§**	
AND THE OFFICE OF THE ATTORNEY	**§**	
GENERAL OF THE STATE OF TEXAS	**§**	**53rd JUDICIAL DISTRICT**
Defendants.	**§**	

EXHIBITS 2-5 OF PLAINTIFF'S FIRST AMENDED PETITION

MARTENS, TODD, LEONARD & AHLRICH
A GENERAL PARTNERSHIP

JAMES F. MARTENS*
KELLI H. TODD
LACY L. LEONARD
DANIELLE V. AHLRICH
Attorneys at Law

*Board Certified in Tax Law
Texas Board of Legal Specialization

E-MAIL: dahlrich@textaxlaw.com

301 CONGRESS AVENUE, SUITE 1950
AUSTIN, TEXAS 78701
(512) 542-9898
FAX (512) 542-9899
www.textaxlaw.com

CLAIRE E. GALLEY‡
ALLISON R. CUNNINGHAM
Attorneys at Law
‡Licensed in Texas and Louisiana

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Audit Division
Comptroller of Public Accounts

September 27, 2018

Via Hand Delivery
Mr. Glenn Hegar
Comptroller of Public Accounts
Attn: Ms. Renee Arvin
1700 N. Congress Room #300
Austin, Texas 78701

Re: Protest Letter for Forte Payment Systems, Inc.; Taxpayer No. [redacted]; Sales and Use Tax Period January 1, 2013 through April 30, 2016

Dear Comptroller Hegar:

Forte Payment Systems, Inc. ("Forte") files this protest letter and accompanying payment as a prerequisite to filing suit in the district courts of Travis County, Texas. This letter sets forth the grounds that Forte intends to raise in its lawsuit to recover the contested payment.

Forte encloses its protest payment in the amount of $217,527.75. Forte intends for the payment to cover the assessment stated in the Comptroller's "Texas Notification of Audit Results" (the "Notice") dated November 13, 2017 (*See* **Exhibit A**), less prior payments. This Notice assesses Texas sales and use tax, plus penalty and interest, for the tax period of January 1, 2013 through April 30, 2016. According to the Texas Comptroller of Public Accounts Taxpayers Services' Office, the current balance of tax, penalty, and interest assessed is $217,527.75 (calculated with interest through October 5, 2018).

Forte protests the entire assessment as set forth in the Notice, less prior payments, plus additional interest that has continued to accrue since its issuance. Forte seeks recovery of the entire payment amount of $217,527.75 (the "Protest Payment"). Forte makes the payment under protest and with full reservation of its legal rights to seek recovery of this payment and all subsequent payments, plus statutory interest accruing thereon, in addition to any other legal or equitable relief allowed by law.

EXHIBIT
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I. Facts

1. Forte is a California corporation headquartered in Allen, Texas, and registered with the Texas Secretary of State to do business in Texas.

2. Forte provides an electronic payment service.

3. Forte's customers are typically merchants engaged in various industries, including the retail, fitness, government, financial, healthcare, education, utility, e-commerce, and subscription markets, as well as software service providers that cater to these industries.

4. Customers desiring to make or accept electronic payments contract with Forte.

5. Some businesses purchase Forte's services for resale.

6. Forte's electronic payment service allows customers to reduce their administrative costs, to obtain funds more quickly, and to better serve their own customers by relieving them of the burden of writing and mailing paper checks to pay the customers' invoices.

7. Forte's electronic payment service also allows customers to pay funds to their employees and vendors more quickly, safely, and efficiently.

8. Forte's electronic payment service provides customers with a means through which they may make or accept electronic payments, reduce their administrative and compliance burdens, and reduce fraud and error.

9. Forte performs this service by employing skilled professionals to perform each aspect of its service, which could not be performed without these skilled professionals.

10. Forte's professionals consult with Forte's customers to advise them of and ensure compliance with their obligations under various rules, including the ACH payment rules promulgated and enforced by the National Automated Clearing House Association ("NACHA"), as sanctioned by the Federal Reserve.

11. Similarly, Forte's service ensures that electronic payments occur in compliance with federal laws, including anti-money laundering and anti-terrorist sanctions laws, and the Electronic Funds Transfer Act as implemented by Federal Reserve Regulation E. Forte's fraud monitoring also aims to protect customers from theft of funds arising from fraudulent transactions.

12. As a result, by contracting with Forte, customers receive access to knowledgeable and skilled professionals who work to ensure that their electronic payments are made in compliance with governing rules and laws and protected against fraud – effectively outsourcing

these otherwise costly compliance duties and securing significant financial and administrative benefits.

13. Forte could not perform its contractual and regulatory obligations without the use of a skilled and professional workforce.

14. Most of Forte's employees have college degrees, including Bachelor's degrees in Computer Science, Business, and Accounting. Several have Master's degrees or higher. And, many of Forte's employees have specialized training and accreditations, including certifications.

15. Forte's employees use their education, training, and skills at each stage in Forte's electronic payment service.

16. Before a customer can engage Forte, Forte's professionals evaluate the customer, its financial position, and its business operations. They request and review active business licenses and bank statements to evaluate appropriate transaction volume limits. They also review consumer credit reports and criminal histories of signers to identify and to avoid potential misconduct, and verify the legitimacy of the businesses' physical and online presence.

17. Once a customer is approved and a service agreement is signed, Forte's professionals manually and actively monitor customer accounts through the period of service. Periodically, Forte's professionals ensure customers are complying with applicable ACH payment rules and federal laws.

18. As an example, Forte's contracts with customers impose limits on the number and dollar amount of electronic payment transactions that Forte will execute. These limits are based upon the customers' financial status. Forte's professionals monitor these limits and review customers' financial status for any changes that may necessitate revising the transaction limits.

19. Moreover, Forte's contracts with customers typically limit a customer to a set number of transactions per month and prohibit individual transactions over stated thresholds.

20. To further mitigate fraud, Forte monitors all customer accounts for chargebacks, insufficient funds and payments in excess of predetermined limits.

21. Forte performs monitoring and reporting to ensure that customer employees are not circumventing those transaction limits by "structuring" – *i.e.*, breaking a single transaction that exceeds a pre-set dollar limit into multiple, separate transactions. If this type of activity is detected, Forte's professionals work with the customer to verify the legitimacy of these transactions and decline to process those that are not.

22. Forte's reporting and monitoring also detects suspicious transactions, such as payments initiated in New York when the customer's consumer lives in Oklahoma, and prompts an investigation.

23. Forte also provides professional support to customers and their customers when payments are not made as instructed or another error arises. This can occur, for example, if payments are made to the wrong party, payments are made to the correct party in the wrong amount, or the correct party receives duplicate payments.

24. Thus, Forte's employees use their education, training, and skills to:

a. Ensure compliance with complex state and federal laws and applicable rules;

b. Monitor and detect fraud, money laundering, and other financial risks;

c. Remedy customer service issues and payment errors; and

d. Maintain and update Forte's payment system to keep it functioning.

25. Forte makes various asset and expense purchases in connection with providing its electronic payment service, many of which Forte transfers to its customers.

26. The Comptroller audited Forte and assessed additional Texas sales and use tax, plus penalty and interest for the period of January 1, 2009 through December 31, 2012.

27. The Comptroller subsequently audited the Texas sales and use tax period from January 1, 2013 through April 30, 2016.

28. The majority of both assessments related to tax that the Comptroller assessed on Forte's electronic payment service, alleging that it constituted a taxable data processing service.

29. Forte timely filed a Request for Redetermination Hearing and Statement of Grounds challenging both of the Comptroller's assessments.

30. During the pendency of Forte's administrative redeterminations, the Fourteenth Court of Appeals (on docket equalization transfer from the Third Court of Appeals) issued its opinion in *Hegar v. Checkfree Services Corporation*, holding that electronic payment services are not taxable. Forte asked the Comptroller to resolve its audits on the basis of *Checkfree*. The Comptroller refused.

31. On May 31, 2018, after 4 years of trying to resolve the audit issues administratively with the Comptroller, Forte contacted the hearings attorney and asked to dismiss

the pending redeterminations so that it may pursue to a protest suit in state district court. *See* **Exhibit B**.

32. The Comptroller's hearings attorney prepared and presented to Forte's counsel an Agreement to Dismiss and Cancel for each of the hearings. *See* **Exhibits B, C and D**.

33. In light of the Comptroller's recent jurisdictional challenges and another hearing attorney's reference to such an agreement as a settlement agreement, Forte was concerned that a court may misconstrue the Comptroller's agreements as a settlement or compromise agreement, thereby inviting a jurisdictional contest about Forte's ability to maintain a protest suit. *See 1st Global, Inc. v. Glenn Hegar, Comptroller of Public Accounts of the State of Texas and Ken Paxton, Attorney General of the State of Texas*, No. D-1-GN-17-005832 (126th Dist. Ct., Travis County, Tex. Oct. 17, 2017); *Compass Directional Guidance, LLC v. Glenn Hegar, Comptroller of Public Accounts of the State of Texas and Ken Paxton, Attorney General of the State of Texas*, No. D-1-GN-15-003797 (419th Dist. Ct., Travis County, Tex. Sept. 3, 2015); *OGCI Training, Inc. v. Hegar*, 03-16-00704-CV, 2017 WL 4899015 (Tex. App.—Austin Oct. 27, 2017, no pet.); *Colonial Country Club v. Glenn Hegar, Comptroller of Public Accounts of the State of Texas and Ken Paxton, Attorney General of the State of Texas*, No. D-1-GN-16-005464 (201st Dist. Ct., Travis County, Tex. Nov. 2, 2016).

34. Forte's counsel asked the hearings attorney to add a statement to the agreements expressly stating that Forte intended to continue its challenge of the assessment in state district court. *See* **Exhibit B**.

35. The hearings attorney refused this request, stating that Forte's only option, aside from signing the dismissal agreements (that she also then referred to as a "settlement agreement"), would be to proceed to the administrative hearing at the State Office of Administrative Hearings. *See* **Exhibit B**.

36. When asked for legal authority to support the position that a taxpayer is required to sign an Agreement to Dismiss as a pre-condition to dismissal, the Comptroller's hearings attorney referred Forte to the standard dismissal rule, 34 Tex. Admin. Code Section 1.39, which imposes no such requirement. *See* **Exhibit B**; 34 Tex. Admin. Code § 1.39.

37. At an apparent impasse, Forte filed Motions to Dismiss both hearings with the Comptroller's Office of Special Counsel for Tax Hearings. *See* **Exhibits B, E**.

38. Forte requested that the Comptroller either grant its Motions to Dismiss, or notify Forte that it would not grant the motions so that Forte could contact the State Office of Administrative Hearings (SOAH) for the purpose of seeking limited jurisdiction to hear its dismissal motions. *See* **Exhibit B**.

39. While waiting for the hearing attorney's response, Forte contacted SOAH to ask whether Forte could seek a limited jurisdictional referral to SOAH to file Motions to Dismiss so that Forte could proceed to district court without signing the Comptroller's agreements. *See* **Exhibit F**.

40. Administrative Law Judge Victor Simonds contacted the parties to schedule a phone conference to discuss the proper procedure for Forte to dismiss its pending administrative matters and continue its contest by filing a protest suit in state district court. *See* **Exhibit F**.

41. Despite both parties' agreement on a particular time and date for the call, the Comptroller's hearings attorney opposed the request to confer and the call was cancelled. *See* **Exhibit F**.

42. Thereafter, the Comptroller's hearings attorney filed her Opposition to Forte's Motions to Dismiss, in which she argued that Forte could not unilaterally dismiss its redetermination requests, and must (1) proceed to hearing, (2) sign the Comptroller's agreements to dismiss, or (3) file a protest suit while the redeterminations were still pending and then move for dismissal under Comptroller Rule 1.39. *See* **Exhibit G**.

43. The Comptroller denied Forte's unilateral Motions to Dismiss. *See* **Exhibit H**.

44. Forte then asked James Arbogast, Chief Counsel of Hearings and Tax Litigation, to confirm that it was permissible, under Comptroller policy, for a taxpayer who had a pending administrative redetermination and who had not yet filed suit in state district court to pay the assessment under protest and initiate a protest suit in district court, and then move under Rule 1.39 to dismiss the administrative redetermination due to the pendency of the protest suit. *See* **Exhibit I**.

45. Mr. Arbogast confirmed the foregoing was an accurate statement of Comptroller policy and provided further instructions regarding how Forte should complete the process. *See* **Exhibit I**.

46. Out of an abundance of caution, Forte requested that Mr. Arbogast confirm with the Office of the Attorney General that the Attorney General would not challenge protest suit jurisdiction if Forte calculated and paid the audit assessments under protest and pursued a protest suit in state district court. *See* **Exhibit I**.

47. Jack Hohengarten, Chief of the Attorney General's Tax Division, confirmed that Forte and Mr. Arbogast's understandings were correct and that, if Forte complied with Texas Tax Code Chapter 112, the Comptroller and the Attorney General would not complain of a jurisdictional defect. *See* **Exhibit I**.

48. Forte is pursuing the steps as directed by the Comptroller and the Attorney General for initiating this protest suit and terminating the administrative proceedings.

49. The Comptroller's assessment is in error for the reasons stated below.

BURDEN OF PROOF

50. The Comptroller has alleged that Forte's electronic payment service is taxable under Chapter 151 of the Texas Tax Code.

51. There is no presumption that services are taxable for purposes of the Texas sales and use tax. Under his policies, the Comptroller has the burden to establish a prima facie case that Forte provides a taxable service when it provides electronic payment services.

RULES OF CONSTRUCTION

52. Doubts as to taxability must be construed in Forte's favor. "[S]tatutes imposing a tax must be strictly construed against the taxing authority and liberally construed in favor of the taxpayer." *Austin Eng'g Co. v. Combs*, No. 03-10-00323-CV, 2011 WL 3371557, at *5 (Tex. App.—Austin 2011, no pet.) (mem. op.); *Statistical Tabulating Corp. v. Bullock*, 538 S.W.2d 259, 261 (Tex. Civ. App. Austin 1976), *aff'd*, 549 S.W.2d 166, 169 (Tex. 1977); *see* also *Roark Amusement & Vending, L.P. v. Combs*, No. 03-10-00105-CV, 2011 WL 255535, at *11-12 (Tex. App.—Austin 2011, pet. granted); *see also*; *Geomap Co. v. Bullock*, 691 S.W.2d 98, 100 (Tex. App.—Austin 1985, writ ref'd n.r.e).

53. This case concerns whether Forte's electronic payment service is subject to Texas sales and use tax, not whether it is exempt from the tax.

GROUNDS

Forte provides a non-taxable electronic payment service.

54. Texas imposes sales and use tax on the sale or use of a taxable item in this state. *See* Tex. Tax Code §§ 151.051, 151.101.

55. A "taxable item" means tangible personal property and taxable services. Tex. Tax Code § 151.010.

56. Texas Tax Code § 151.0101 provides the exhaustive list of taxable services.

57. Electronic payment services are not listed as taxable under Texas Tax Code § 151.0101.

58. As a result, the Comptroller has improperly imposed Texas sales and use tax on Forte's sales of non-taxable services and the assessment in Exam 100 should be reduced to $0.

Forte does not provide a data processing service.

59. The Texas Tax Code provides that taxable services include data processing services. *See* Tex. Tax Code § 151.0101.

60. The statute defines a "data processing service" to include "word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, the performance of a totalisator service with the use of computational equipment required by the Texas Racing Act (Article 179e, Vernon's Texas Civil Statutes), and other computerized data and information storage or manipulation. 'Data processing service' also includes the use of a computer or computer time for data processing whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service. 'Data processing service' does not include the transcription of medical dictation by a medical transcriptionist. 'Data storage,' as used in this section, does not include a classified advertisement, banner advertisement, vertical advertisement, or link when the item is displayed on an Internet website owned by another person." Tex. Tax Code § 151.0035.

61. The Comptroller, by rule, defines "data processing services" as "the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer. Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks. Data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns, or charges for temporary secretarial personnel who as part of their function use word processing equipment. Data processing services does not include Internet access services or data processing services provided in conjunction with and incidental to the provision of Internet access service when billed as a single charge." 34 Tex. Admin. Code § 3.330.

62. Forte's services do not constitute word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production or other computerized data and information storage and manipulation within the meaning of the statute. *See* Tex. Tax Code § 151.0035.

63. Nor does Forte process information "for the purpose of compiling and producing records of transactions, maintaining information, and entering or retrieving information." 34 Tex. Admin. Code § 3.330(a).

64. Therefore, Forte's services are not "data processing services" as defined by statute or rule. *See* Tex. Tax Code § 151.0035; 34 Tex. Admin. Code § 3.330.

Forte does not provide a taxable data processing service.

65. Even if Forte's service constituted data processing, which Forte hotly disputes, the service still would not constitute *taxable* data processing.

66. Taxable "data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns, or charges for temporary secretarial personnel who as part of their function use word processing equipment." 34 Tex. Admin. Code § 3.330(a).

67. The Comptroller has labeled this exception to taxable data processing as the professional services exclusion. *See Hegar v. CheckFree Services Corp.*, 14-15-00027-CV, 2016 WL 1576414, *4-*6 (Tex. App.—Houston [14th Dist.] Apr. 19, 2016, no pet.).

68. To determine whether a data processing service is taxable, the courts apply the "essence of the transaction" test. *See id.* at *4.

69. The Fourteenth Court of Appeals recently held that electronic payment services are professional services that do not constitute taxable data processing. *See id.* at *5.

70. The essence of Forte's service is a professional electronic payment service that requires the use of professional employees with specialized education, training, and experience. It is not taxable data processing. Accordingly, assuming the validity of Comptroller Rule 3.330, Forte's service falls within the professional services exclusion and, therefore, does not constitute a taxable service.

71. Furthermore, the Comptroller may not parse Forte's electronic payment service into separate activities for purposes of taxability. *See Rylander v. Associated Technics Co.*, 987 S.W.2d 947, 951 (Tex. App.—Austin 1999, no pet.) (refusing to divide a non-taxable hazardous waste removal process into two distinct activities, one of which would be taxable); *Sharp v. Direct Res. For Print*, 910 S.W.2d 535, 541 (Tex. App.—Austin 1995, writ denied) (refusing to

characterize taxpayer's direct mailing service as taxable simply because one step in the process could be characterized as taxable).

72. And, even if it were appropriate to parse Forte's services into separate activities (a contention that Forte hotly disputes), the entire assessment is still in error because any amount parsed into data processing would be less than 5% of Forte's total charge.

73. Where nontaxable unrelated services and taxable services are sold for a single charge, the service provider is entitled to establish the percentage of the total charge that relates to the non-taxable unrelated service. 34 Tex. Admin. Code § 3.330(d)(2).

74. An "unrelated service" is one that (1) is neither data processing nor a service otherwise taxed by Chapter 151 of the Texas Tax Code; (2) is of a type which is commonly provided on a stand-alone basis; and (3) the performance of the service is distinct and identifiable. 34 Tex. Admin. Code § 3.330(d)(1).

75. When the taxable component of a mixed transaction is *de minimis* (*e.g.*, less than 5%), no tax is due.

76. Thus, even if Texas law allowed the parsing of Forte's service, no tax would be due.

77. As a result, the Comptroller has improperly imposed Texas sales and use tax on Forte's sales of non-taxable services and the assessment in Exam 100 should be reduced to $0.

The Comptroller has violated Forte's right to equal taxation.

78. The Comptroller's attempt to tax Forte's electronic payment service violates the equal protection clauses of the United States and Texas Constitutions.

79. The Fourteenth Amendment to the United States Constitution grants to all citizens equal protection under the law. The Texas Constitution, Article VII, Section I, provides for equality and uniformity in taxation.

80. The Comptroller has treated Forte differently from a large class of similarly-situated taxpayers who provide electronic payment services by imposing Texas sales and use tax on Forte's sales in an arbitrary and discriminatory manner. *See, e.g.*, Comptroller STAR Document No. 200206165L (holding ATM charges to be not taxable).

81. The Comptroller's disparate treatment of Forte is not rationally related to any legitimate governmental objective.

82. Forte's electronic payment services are virtually identical to those provided by CheckFree Services Corporation, which the Fourteenth Court of Appeals held to be a non-taxable professional service and *not* taxable data processing. *See Hegar v. CheckFree Services Corp.*, 14-15-00027-CV, 2016 WL 1576414, *5-*6 (Tex. App.—Houston [14th Dist.] Apr. 19, 2016, no pet.).

83. Notwithstanding, the Comptroller has refused to apply the court's holding to Forte and seeks to tax Forte in spite of the *Checkfree Services* opinion.

84. Therefore, the assessment should be reduced to zero because the Comptroller has violated Forte's right to equal protection and equal and uniform taxation.

Forte is entitled to declaratory relief under the Administrative Procedure Act.

85. Under Texas Government Code Section 2001.038, the validity or applicability of a rule may be determined in an action for declaratory judgment if it is alleged that the rule or its threatened application interferes with or impairs, or threatens to interfere with or impair, a legal right or privilege of the plaintiff.

86. Although the Comptroller has been granted exclusive jurisdiction to interpret the meaning of "taxable services," including "data processing services," the Comptroller may not interpret this term in a manner contrary to the tax code. *See* Tex. Tax Code § 151.0101(b); *Checkfree* at *2.

87. Implicit in Texas Tax Code Section 151.0035's definition of taxable data processing services is that the service consists of rote, mechanical activities requiring no specialized knowledge or application of judgment. *See* Tex. Tax Code § 151.0035 (listing the following examples of taxable data processing: word processing, data entry, data retrieval, data search, information compilation, and payroll and business accounting data production).

88. In contrast, Comptroller Rule 3.330 expands the scope and reach of taxable data processing services by (1) including activities requiring the use of specialized knowledge and/or application of judgment and (2) setting a boundary for the exclusion at a level higher than that required by the statute – *i.e.*, professionals. *See, e.g.*, 34 Tex. Admin Code § 3.330 (changing the statute's reference to payroll and business accounting *data production* to just payroll and business accounting and listing the following examples of taxable data processing: entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks").

89. As a result, the rule should be declared invalid because it seeks to tax more than the statute and it interferes with or impairs, or threatens to interfere with or impair, a legal right or privilege of Forte.

90. The rule contravenes specific statutory language; runs counter to the general objectives of the statute; or imposes additional burdens, conditions, or restrictions in excess of or inconsistent with relevant statutory provisions. *See Badger Tavern, L.P. v. Hegar*, No. 03-18-00291-CV, 2018 WL 4322383, at *4 (Tex. App.—Austin Sept. 11, 2018, no pet. h.) (mem. op.).

91. The rule also violates Forte's legal right to pay only the tax that is due under the law and deprives Forte of its property interests by taxing in excess of that statutorily allowed.

Forte is entitled to declaratory relief under the UDJA for future periods.

92. Chapter 37 of the Civil Practice and Remedies Code affords relief from uncertainty and insecurity with respect to rights, status, and other legal relations. Tex. Civ. Prac. & Rem. Code § 37.002.

93. A person whose rights, status, or other legal relations are affected by a statute may have determined any question of construction or validity arising under the statute and obtain a declaration of rights, status, or other legal relations thereunder. Tex. Civ. Prac. & Rem. Code § 37.004.

94. Texas Civil Practice and Remedies Code Section 37.006 waives governmental immunity from suit. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 373 n.6 (Tex. 2009).

95. Forte's rights, status, and other legal relations are affected by the Texas sales and use tax provisions cited above and, therefore, Forte may have determined questions of construction or validity arising under these statutes and obtain a declaration of its rights, status, or other legal relations thereunder. Forte is entitled to know, for future periods, whether its service is subject to the Texas sales and use tax.

96. Therefore, Forte seeks the following declarations, as well as costs and reasonable and necessary attorney's fees as are equitable and just, under Chapter 37 of the Civil Practice and Remedies Code:

a. Electronic payment services are not taxable under Texas Tax Code § 151.0101.

b. Texas Tax Code § 151.0035 does not impose Texas sales and use tax on charges for services that incidentally use computers to store and process data, such as check approval or authorization when performed by non-professionals.

c. Texas Tax Code § 151.0035 does not require a showing that the taxpayer is engaged in the provision of a "professional service" to be excluded from the definition of data processing.

d. Texas Tax Code Section 111.009 and Chapter 112 do not require a taxpayer seeking to terminate an administrative redetermination hearing to pursue a protest suit in district court to obtain sign the Comptroller's agreement. The taxpayer may unilaterally dismiss its administrative redetermination hearing by filing a notice of dismissal.

Forte is entitled to relief from Comptroller Hegar's *ultra vires* conduct.

97. The Texas Supreme Court has long recognized that governmental immunity does not bar claims alleging that a governmental officer acted *ultra vires*, or without legal authority, in carrying out his duties. *Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154, 157-58 (Tex. 2016).

98. A government officer with some discretion to interpret and apply a law may nonetheless act without legal authority and, thus, *ultra vires* if he exceeds the bounds of his granted authority or if his acts conflict with the law itself. *Id.* at 158.

99. Comptroller Hegar has the authority to collect the Texas sales and use tax and some – but not absolute – discretion to administer and to enforce the tax. *See, e.g.*, Tex. Tax Code §§ 111.001 and 111.002; *Houston Belt*, 487 S.W.3d at 163 ("[G]overnmental immunity bars suits complaining of an exercise of *absolute* discretion but not suits complaining of . . . an officer's exercise of judgment or *limited* discretion without reference to or in conflict with the constraints of the law authorizing the official to act. . . . [A] public officer has no discretion or authority to misinterpret the law.").

100. Comptroller Hegar is bound by the United States Constitution, the Texas Constitution, and the laws enacted by the Texas Legislature. *See, e.g.*, Tex. Tax Code §§ 111.001 and 111.002. His taxing determinations are also subject to judicial review. *See, e.g.*, Texas Tax Code Chapter 112. Therefore, Comptroller Hegar acts outside of his authority when he imposes Texas sales and use tax in violation of this governing law and judicial interpretations of that law.

101. Here, Comptroller Hegar acted *ultra vires* by assessing Texas sales and use tax on Forte's electronic payment service when it is not taxable under Texas Tax Code Chapter 151, as construed by the Fourteenth Court of Appeals in *CheckFree*.

102. Comptroller Hegar also acted *ultra vires* in enforcing an illegal data processing rule that imposes tax in excess of the governing statute, as well as in denying Forte's unilateral Motion to Dismiss under Rule 1.39.

103. Therefore, Comptroller Hegar acted *ultra vires* by misinterpreting the limitations on his taxing authority and/or acting without reference to or in conflict with the law enabling him to act. *Hall v. McRaven*, 508 S.W.3d 232, 240-242 (Tex. 2017) *citing Houston*

Belt & Terminal Ry. Co. v. City of Houston, 487 S.W.3d 154 (Tex. 2016); *Cobb v. Harrington*, 190 S.W.2d 709 (Tex. 1945) (affirming declaratory relief that the taxpayer was not engaged in a taxable activity under the statute and, therefore, was not liable for the occupations tax assessed by the Comptroller).

104. Therefore, Forte seeks the following declarations:

a. Electronic payment services are not taxable under Texas Tax Code § 151.0101.

b. Texas Tax Code § 151.0035 does not impose Texas sales and use tax on charges for services that incidentally use computers to store and process data, such as check approval or authorization when performed by non-professionals.

c. Texas Tax Code § 151.0035 does not require a showing that the taxpayer is engaged in the provision of a "professional service" to be excluded from the definition of data processing.

d. Texas Tax Code Section 111.009 and Chapter 112 do not require a taxpayer seeking to terminate an administrative redetermination hearing to pursue a protest suit in district court to obtain the Comptroller's agreement. The taxpayer may unilaterally dismiss its administrative redetermination hearing by filing a notice of dismissal.

e. In endeavoring to compel Forte to pay Texas sales and use tax on its electronic payment service in violation of Texas Tax Code Chapter 151, Comptroller Hegar acted wrongfully and without legal authority.

f. Forte is not liable for the Texas sales and use tax, penalty, or interest assessed by the Comptroller.

g. 34 Texas Administrative Code § 1.39 allows a taxpayer to file a unilateral Motion to Dismiss a pending administrative redetermination hearing to change venues.

Federal law preempts the Comptroller's ability to tax.

105. Forte's electronic payment service is subject to pervasive federal laws that leave no room for states to enact supplemental regulations and preclude enforcement of state laws on the same subject.

106. Thus, even if a court were to hold that Forte's payment service constitutes a taxable service under Texas Tax Code Chapter 151 – a contention that Forte hotly contests – the service would still not be subject to Texas sales and use tax due to federal preemption of Texas' ability to tax.

Alternatively, the Comptroller has taxed purchases and sales that are eligible for the resale exemption.

107. In the alternative, if a court determines that Forte's electronic payment service constitutes a taxable service, then services are exempt under the sale for resale exemption.

108. Texas Tax Code §§ 151.302 and 151.006 exempt sales for resale from Texas sales and use tax.

109. For example, when Forte invoices software vendors for electronic payment services rendered to customers of the software vendor and the software vendors then rebills its customers for those charges, Forte is engaged in an exempt sale for resale transaction.

110. Therefore, the assessment is invalid at least in part.

111. Similarly, if a court held that Forte was a taxable service provider, Forte would be entitled to claim the sale for resale exemption on various purchases of taxable goods and services that it resells, meaning that Forte has paid tax in error on these purchases.

The Comptroller has improperly assessed tax.

112. The Comptroller has assessed various transactions, in error.

113. The assessment should be reduced for tax assessed on non-taxable and tax-exempt items.

114. The assessment should be reduced for transactions for which either Forte or its customers have previously paid tax to the vendor or by self-assessment or audit).

The Comptroller erroneously taxed Forte's purchases.

115. The Comptroller also tax, in error, various purchases which were non-taxable, tax-exempt, or for which tax was paid.

116. Thus, the Court should remove these alleged errors from the audit exams 200, 300, and 301. For Exam 300, the sample projection should be recalculated after non-errors are deleted.

The Comptroller abused his discretion by failing to waive all penalty and interest assessed.

117. The Comptroller has discretionary authority to waive penalties and interest if a taxpayer exercised reasonable diligence to comply with the tax laws. *See* Tex. Tax Code § 111.103; 34 Tex. Admin. Code § 3.5.

118. Forte exercised reasonable diligence to comply with the tax laws and cooperated throughout the audit process.

119. Therefore, the Comptroller failed to exercise his discretion to abate all penalty and interest assessed.

Would you please acknowledge receipt of the sum of $217,527.75 paid under protest and the receipt of this letter setting forth the grounds for recovery thereof, and return that receipt to me?

We appreciate your attention to this matter and look forward to hearing from you.

Very truly yours,

MARTENS, TODD, LEONARD & AHLRICH

By: Danielle Ahlrich
Danielle Ahlrich

Enclosures

ACKNOWLEDGMENT

Receipt of the sum of $217,527.75 paid under protest by Forte Payment Systems, Inc. is hereby acknowledged on this the 27 day of SEPTEMBER together with the foregoing Letter of Protest with respect to payment under protest of the remaining taxes and interest due.

COMPTROLLER OF PUBLIC ACCOUNTS

By: _____

Title: ACCOUNTS EXAMINER

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

FORTE PAYMENT SYSTEMS, INC
500 W BETHANY DRIVE SUITE 200
ALLEN, TX 75013
(866) 290-5400

WELLS FARGO BANK, N.A.
SAN FRANCISCO, CA

23215
11-24/1210

9/18/2018

PAY TO THE ORDER OF STATE COMPTROLLER $ **217,527.75

Two Hundred Seventeen Thousand Five Hundred Twenty-Seven and 75/100********** DOLLARS

STATE COMPTROLLER
COMPTROLLER OF PUBLIC ACCOUNTS
111 E. 17TH STREET
AUSTIN, TX 78774-0100

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER $7,500.00

MEMO TP# [redacted] See attached Protest letter
2013-2016 AUDIT SALES/USE TAX PROTEST PA

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

[redacted]

FORTE PAYMENT SYSTEMS, INC
STATE COMPTROLLER

23215

9/18/2018

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/18/2018	Bill	2013-2016 PP	217,527.75	217,527.75		217,527.75
					Check Amount	217,527.75

Received
SEP 27 2018
Audit Division
Comptroller of Public Accounts

Wells Fargo Operatin 2013-2016 AUDIT SALES/USE TAX PROTEST 217,527.75

STATE OF TEXAS §
§
COUNTY OF Collin §

LIMITED POWER OF ATTORNEY

I, Jeffrey Thorness, President & CEO, hereby appoint
TITLE

Martens, Todd, Leonard & Ahlrich, Jimmy Martens, Kelli Todd, Lacy Leonard,

Name: Danielle Ahlrich, Allison Cunningham, Claire Galley & Stacy Noack

Address: 301 Congress Avenue, Suite 1950

City, State and ZIP code: Austin, Texas 78701

Phone (Area code & number): (512) 542-9898 E-mail address: jmartens@textaxlaw.com

as Agent and attorney acting on behalf of Forte Payment Systems, Inc., Texas

Taxpayer No. [redacted] for the tax type Texas sales and use tax

covering the periods 2009 - Present for the following limited and special purposes:

- ☑ To provide information as requested for the purpose of my tax audit(s).
- ☑ To discuss relevant issues pertaining to my tax audit(s).
- ☑ To receive mail from the Comptroller regarding my tax audit(s) and/or contested case(s).
- ☑ To enter into a written agreement extending the period of limitation during which the tax may be assessed, accept a notification of the 60 day requirement to obtain records and/or certificates, and accept a notification of sampling procedure. (This would normally be an officer of a corporation, a partner, or owner.)
- ☑ To provide representation and make oral and written presentations of fact or argument related to my contested case(s).
- ☑ I grant the above named AGENT full power to substitute one or more attorneys or other representatives to carry out the powers and duties specified above.

Entity name: Forte Payment Systems, Inc.

Authorized Representative: Jeffrey Thorness
PRINT

Title President & CEO

sign here

Date May 14, 2018

00-240
TEXAS NOTIFICATION OF AUDIT RESULTS
(TEX.TAX CODE ANN.SEC.111.008)

STATEMENT DATE
November 13, 2017

Taxpayer Name
FORTE PAYMENT SYSTEMS, INC.

Taxpayer Number
[redacted]

Type of TAX
LIMITED SALES, EXCISE AND USE TAX

Audit Period
01-01-2013 thru 04-30-2016

	STATE	LOCAL	TOTAL
TAX	$ 158,083.88	$ 50,586.84	$ 208,670.72
PENALTY	15,808.38	5,058.68	20,867.06
INTEREST THRU STATEMENT DATE	20,570.58	6,582.59	27,153.17
AMOUNT DUE AS OF STATEMENT DATE	$ 194,462.84	$ 62,228.11	$ 256,690.95

IF PAID AFTER 11-13-2017, ADD INTEREST OF $ 27.16 PER DAY THROUGH DATE OF PAYMENT.* (SEE INTEREST RATE NOTE ON BACK.)

IF PAID AFTER 01-22-2018, ADD AN ADDITIONAL 10% PENALTY OF $ 20,867.07.
(TEX. TAX CODE ANN.SEC. 111.0081).

THIS NOTIFICATION BECOMES FINAL ON 01-12-2018, unless you request a redetermination hearing by this date. If a hearing is not requested, this determination becomes final on 01-12-2018, and it is due and payable on 01-22-2018. YOUR TAXPAYER RIGHTS ARE ON THE BACK.

The results of this audit do not rescind or replace any previous notices you may have received regarding outstanding balances. You are liable for any amounts still due.
The results of this audit should not be taken as approval of your tax reporting system. Law changes and new rulings might result in different findings in future audits and you will be responsible for any taxes found owing and due.

For payment information call 1-800-531-5441, ext. 3-3900 toll-free nationwide, or call 512/463-3900.

Make your check payable to STATE COMPTROLLER and mail to Comptroller of Public Accounts 111 E. 17th Street, Austin, Texas 78774-0100.

(Cut and Return Bottom Portion with Payment)

00-240
TEXAS NOTIFICATION OF AUDIT RESULTS
(TEX.TAX CODE ANN.SEC.111.008)

STATEMENT DATE
November 13, 2017

Amount of Your Payment

Taxpayer Name & Mailing Address

FORTE PAYMENT SYSTEMS, INC.
500 W BETHANY DR STE 200
ALLEN, TX 75013-3730

*PMD _____

*Tcode *Taxpayer Number *Period *Audit *State Amount *Local Amount

[redacted]

EXHIBIT
A

Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, September 20, 2018 7:06 AM
To: Kathy Pickup
Subject: RE: Forte Payment Systems

Thank you, Kathy. Forte intends to file the Protest Letters by Tuesday, so confirmation before that date would be greatly appreciated.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Wednesday, September 19, 2018 12:02 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Hello Danielle,

I am awaiting a reply on your enquiry and will revert to you as soon as I have confirmation of the figures.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, September 17, 2018 10:50 AM
To: James Arbogast <James.Arbogast@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: FW: Forte Payment Systems

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Hi Jim and Kathy,

Forte intends to make its protest payments in the very near future. As instructed by Jim, I called the Dallas Taxpayer Services and Collections Field Office to obtain the payoff information. However, when I sent the email below to confirm that I had accurately captured the information provided over the phone, Ms. Lewis told me that her office is not allowed to communicate with taxpayers and their representatives by email.

Would you please confirm that I have correctly identified Forte's outstanding balances for the 2009-2012 and the 2013-2016 audit periods? We want to ensure that Forte makes an accurate protest payment.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Friday, September 14, 2018 8:56 AM

To: margaret.lewis@cpa.texas.gov
Subject: Forte Payment Systems

Hi Margaret,

Thank you for speaking with me this morning about Forte Payment System's outstanding balances. Would you please confirm that I have accurately transcribed the amounts that you gave me over the phone so that I can ensure that Forte pays the correct amounts?

Jan. 1, 2009 – Dec. 13, 2012 Audit

Tax	$166,431.47
Penalty	$1,475.54
Interest	$58,570.86
TOTAL DUE AS OF 9/14/18	**$226,477.88**
Daily interest accruing	25.08
Prior payments (2/28/14 & 4/21/14)	$29,000

Jan. 1, 2013 – Apr. 30, 2016 Audit

Tax	$161,170.72
Penalty	$20,867.06
Interest	$34,955.81
TOTAL DUE AS OF 9/14/18	**$216,993.59**
Daily interest accruing	$24.28
Prior payment (2/5/18)	$47,500

I greatly appreciate your assistance with this matter and look forward to hearing from you.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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Danielle Ahlrich

From: Danielle Ahlrich
Sent: Tuesday, June 19, 2018 5:15 AM
To: Kathy Pickup
Cc: Jimmy Martens; Allison Cunningham
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

We will await the ruling on our Motion to Dismiss so as to prevent the further unnecessary expenditure of resources.

Thanks,
Danielle

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 18, 2018 1:41 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

Good Afternoon Danielle

The Agreement we have sent is not a settlement agreement – it is an agreement to dismiss and cancel the hearing. Although initially it may have been referred to as a Settlement Agreement (as many of our agreements do contain an element of settlement, although yours do not), you can see from the title and the contents, and putting semantics aside, that it simply dismisses and cancels the hearing. As I have indicated previously and as is evident from the contents of the Agreement to Dismiss and Cancel, there is nothing in the agreement that in any way jeopardizes the taxpayer's right to continue its contest.

As also indicated previously, we will not docket the case at SOAH for the purposes of your Motion to Dismiss, as this is improper procedure, but the case can be docketed at SOAH for a hearing as indicated in (2) of your email below. In the circumstances, please confirm whether you prefer a written or oral hearing. As your Reply does not contain any new assertions, we do not need to issue a Response and can move direct to a hearing if your Motion is denied. I will be filing my opposition to your Motion this week. If you prefer to await the outcome of that Motion before indicating whether you want a written or oral hearing we can certainly do that. However, if your Motion is denied and you do want an oral hearing, please note that you will need to provide three dates of availability for the hearing.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 18, 2018 1:20 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

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Hi Kathy,

EXHIBIT
B

We cannot sign the agreement that you have referred to as a settlement agreement because we do not want to jeopardize the taxpayer's right to continue its contest. We will await Special Counsel's ruling on our motion.

If that motion is not granted, we request that you either (1) file a request to docket the case at SOAH for a limited referral to address our Motion to Dismiss both hearings or (2) file a request to docket the entire hearing matters and issue a Notice of Hearing reflecting the taxpayer's contentions as follows: Whether Forte Payment Systems' service charges are subject to Texas sales and use tax and whether Forte owes additional Texas sales and use tax on its payments for the expenses and purchases listed in the audit schedules.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Friday, June 15, 2018 2:12 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

Good afternoon Danielle,

Thank you for your email.

I understand what you are trying to achieve in getting the hearing dismissed, meeting the requirements under Texas Tax Code Section 112 and being able to obtain a de novo review in District Court. The attached one page agreements achieve all of that and are the routine way to dismiss a hearing out of the Administrative Hearings process and proceed in District Court. It is a simple and straightforward process and achieves everything you want. By signing the agreement the Administrative Hearing is dismissed, no order or Comptroller's Decision issues and the taxpayer is free to pursue its claims in District Court. There is nothing in the Agreement to Dismiss and Cancel the hearing that limits the taxpayer's ability to continue its contest of the audit assessment in District Court.

I'm afraid your comment regarding seeking limited jurisdiction for SOAH to hear your motion is misguided. SOAH currently does not have jurisdiction and when SOAH does have jurisdiction over a matter (once the hearing has been docketed there), if the parties reach agreement or if, as in your situation, the taxpayer wants to withdraw from the hearings process, the hearing is remanded by SOAH to the Comptroller in order to be dismissed.

Your Motion to Dismiss and Reply to the Position Letter refers to both hearings (and erroneously indicates that these cases are under SOAH's jurisdiction). However, as a Position Letter has only been issued in respect of the earlier hearing (114,277), the Reply can of course only relate to that hearing. Filing a unilateral Motion to Dismiss combined with a Reply to a Position Letter is not only unusual, but also improper procedure. There is a procedure in place to accomplish exactly what you want to do that does not, in any way, limit the taxpayer's ability to continue its contest of the audit assessment in District Court, and that procedure should be followed.

If you choose not to sign the attached agreements as drafted, the matter will need to continue through the Administrative Hearings process. In the absence of confirmation from you that the taxpayer will sign the attached agreements, I will issue a Response next week addressing the issues raised in your Reply to the Position Letter for Hearing No. 114,277. That Response will allow a 14 day period for you to decide whether you want a written or oral hearing before a SOAH judge, and I will also issue a Position Letter in respect of the latter hearing (115,775).

I will also be filing a response with Special Counsel opposing your unilateral Motion to Dismiss.

I hope that you will agree to follow the procedure for dismissing the claims and proceeding to District Court. It is a simple and straightforward procedure that does not need to become complicated. It does not, in any way, infringe on any of the taxpayer's rights to bring these matters in District Court and obtain a de novo review, it simply dismisses the Administrative Hearing so that the taxpayer can move forward with a claim in District Court. Once signed, we can have those agreements signed on our end very quickly (often the same day) and the taxpayer can move on with its claims in District Court.

I look forward to hearing from you.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 11, 2018 3:19 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

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Kathy,

We will not sign the settlement agreement you reference below because it is not our intention to settle these hearings. We are dismissing them here so that we may continue Forte's contest of the grounds and contentions set forth in the pleadings as a protest suit in state district court.

I've attached the Motion to Dismiss that we filed today with the Office of Special Counsel for Tax Hearings. Would you please acknowledge receipt?

If the Comptroller will not automatically grant our motion to dismiss and issue the amended assessment notice, would you please reply back and we'll contact SOAH for the purpose of seeking limited jurisdiction to hear our motion.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Friday, June 08, 2018 11:36 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

You are correct – that was my error. It is a redetermination and you can withdraw if you so choose. However, your rights to pursue the matter in district court are set out in the applicable Codes and inclusion of those rights in the agreement is not necessary and not appropriate.

I have spoken with JD, he does not agree that he "indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district cou[rt]." He simply sent you

an email with a request that you provide your suggestions for changes to the standard dismissal agreement, and that he would forward those suggestions to our manager. Your email also does not address the "intention" to withdraw, versus actually withdrawing the hearings request.

As Comptroller currently has jurisdiction over the matter and as the matter has not yet been docketed at SOAH, Rule 1.39(b)(1) governs where the Motion to Dismiss needs to be filed. The case cannot run concurrently with the Comptroller and the District Court.

If you do not wish to sign the agreement as provided, we will simply proceed to the administrative hearing at SOAH. That is a matter for you and your client. Your client's Reply was due June 1 2018 and is now overdue. If you do not wish to sign the agreement as drafted, please file your Reply by return, failing which we will file a Motion to Dismiss for failure to respond to the Position Letter. Once your Reply is filed, we will issue a Response and set the matter for a hearing at SOAH.

I am now out of the office until next Thursday, June 14, 2018. Please confirm whether you intend to sign the settlement agreement as drafted and, if not, please ensure your Reply is filed by the time of my return so that I do not need to issue the Motion to Dismiss.

Thank you for your continued assistance.

Regards,
Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Wednesday, June 6, 2018 8:22 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

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Hi Kathy,

I'm not sure that we are on the same page. We are postured as a redetermination case; we're not pursuing a refund claim. We are legally entitled to withdraw at any point from the administrative redetermination process and pursue a protest suit in state district court under Tex. Tax. Code. §§ 112.051, .052.

Under 112.051 & .052, a taxpayer may bring a protest suit after paying under protest the amount claimed by the state. The payment of the amount claimed by state, accompanied by a protest letter confers jurisdiction under this statutory scheme, not the exhaustion of administrative remedies. The exhaustion of administrative remedies is relevant only for administrative refund claims. We do not intend to dismiss the administrative redetermination hearing and then appeal the dismissal to district court. We intend to enter district court on completely different jurisdictional grounds.

Our amendments to the standard language you provided are for the sole purpose of avoiding the possible contention at a later date that we are somehow barred from litigating this matter in district court. We simply want written acknowledgment of the Comptroller's understanding that we still intend to challenge the assessment. The amendments do not, and are not intended to, impact or prevent the actual dismissal of the administrative hearing.

As a threshold matter, we do not understand the legal basis for the Comptroller requiring a taxpayer to sign an agreement as a precondition to dismissing its administrative case. Would you please provide us with your support

stating that an agreement is necessary? As we read the applicable Comptroller rule (1.39) we don't see any requirement that the parties enter into an agreement of any sort.

In another case, JD Bostick has indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district could. Would you please confer with him regarding this matter and then get back with us if you still have an issue with our proposed amendments to the dismissal terms?

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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From: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Sent: Wednesday, June 6, 2018 10:02 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

I'm afraid that the language you suggest cannot be agreed. An administrative hearing is just that. In order to proceed to District Court, a taxpayer must exhaust its administrative remedies - saying a taxpayer "intends" to dismiss a hearing means the underlying administrative hearing is still active (as it has not in fact been dismissed).
The procedural prerequisites to an appeal of a final order are mandatory and jurisdictional; they cannot be waived and must be strictly followed. The remaining amendments in your email below are all covered by the TEX. GOV'T CODE and are unnecessary.

As you rightly say, the matter is reviewed de novo in District Court and as such, the administrative record in a de novo appeal is not required, except to show that the District Court has jurisdiction to hear the case. (TEX. GOV'T CODE § 2001.173.) The court cannot have jurisdiction if the administrative hearing is still active.

If the terms of the dismissal order as provided cannot be agreed, the matter will need to proceed through the administrative hearings procedure.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, June 5, 2018 8:14 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Hi Kathy,

Thank you for sending over the standard terms. Did I accurately state the purpose of the agreement in my email below? We will not be able to sign any agreement until our understanding is either confirmed or corrected.

Also, we understand that you may need to bring Chief Counsel into the conversation, but we do request modifications to the standard language. Please see our desired edits below.

1. Taxpayer intends to dismiss its redetermination hearing request on all grounds expressed in its pleadings. Taxpayer intends to continue its contest of those grounds stated in its administrative pleadings in a protest suit that Taxpayer intends to file in state district court. There are no other issues to be considered in this administrative proceeding, although trial of the issues raised in Taxpayer's subsequent protest suit will be reviewed de novo. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case so that Taxpayer may challenge the assessment through a protest suit in Travis County District Court. Therefore, no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted but rather further litigated through a protest suit.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 12:57 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good afternoon Ms. Ahlrich

Please call me Kathy.

The terms of the agreement are standard terms and reflect that:

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2.Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 12:51 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Good afternoon Ms. Pickup,

I'm writing to confirm that the agreement you reference below is not and shall not be treated as a settlement or compromise agreement between the parties. We understand that the sole purpose of the agreement is simply to seek the taxpayer's agreement that the Comptroller will not be issuing an administrative decision once Forte abandons the administrative process by dismissal. Dismissal is necessary so that Forte may pursue its protest suit in state district court. We further understand that the agreement you reference below will, in no way, bar or limit Forte's ability to pursue protest litigation on the underlying issues. We fully intend to bring suit in state district court protesting the Comptroller's determination that additional sales taxes, penalties and interest are due.

Would you please send us your email confirming our understanding of the scope and nature of the agreement you reference below? In addition, when drafting the agreement, would you please include an express statement that Forte seeks to dismiss the administrative hearing so that it may challenge the assessment by protest suit in Travis County district court? We seek to avoid any confusion about Forte's intended next steps.

We appreciate your attention to this matter and look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 10:45 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Ms. Ahlrich

I will prepare the agreement to cancel the hearing and forward that to you once complete. Our Chief Counsel, who must approve the agreement, is out of the office until Thursday this week, so it will likely be next week before you receive the agreement for signature.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 10:37 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Hi Ms. Pickup,

Thank you for acknowledging receipt of my other email regarding the POA revocation for Texas Tax Group. Would you please confirm receipt of the email below and let us know what, if anything, you need from us to move forward with the dismissal of the 2009-2012 redetermination so that Forte may pursue a protest suit? I look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, May 31, 2018 9:10 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Dunn, Jeff <jdunn@Munsch.com>
Subject: Forte Payment Systems

Hi Ms. Pickup,

As evidenced by the attached Power of Attorney, Forte Payment Systems has engaged our law firm to handle the litigation for both its 2009-2012 and 2013-2016 sales tax audits. At this time, Forte would like to dismiss the administrative redetermination for the 2009-2012 audit so that it may pursue a district court protest suit. The 2013-2016 will remain in the administrative hearings section.

Would you please request the Comptroller's processing division to generate an updated Statement of Account for the 2009-2012 audit? Would you also please request the preparation of updated audit schedules given the taxpayer's $29,000 payment towards Exams 200 and 300?

We greatly appreciate your assistance with this matter. Please let us know if you have any questions or need anything further from us.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax

E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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AGREEMENT TO DISMISS AND CANCEL HEARING

This Agreement is between **Forte Payment Systems, Inc., Taxpayer No.** [redacted] ("Taxpayer") and Glenn Hegar, Comptroller of Public Accounts of the State of Texas, with a mailing address of 111 East 17th Street, Austin, Texas 78711-1440 ("Comptroller"). Taxpayer and Comptroller are also referred to as the Parties.

CONTESTED MATTER

Hearing No. **114,277**
Tax Type: **Sales And Use Tax**
Tax Period: **January 1, 2009, through December 31, 2012**
Type of Hearing: **Redetermination**

TERMS

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

EFFECTIVE DATE

4. This Agreement will be effective on the date it has been signed by all Parties.

Taxpayer: Forte Payment Systems, Inc.	**Glenn Hegar, Comptroller of Public Accounts for the State of Texas**
By:_____ Signature	By:_____ Signature
Printed Name:_____	Printed Name: James D. Arbogast
Firm:_____	Title: Chief Counsel
Title:_____	Date:_____
Date:_____	

EXHIBIT
C

AGREEMENT TO ADJUST AND CANCEL HEARING

This Agreement is between **Forte Payment Systems, Inc., Taxpayer No.** [redacted] ("Taxpayer") and Glenn Hegar, Comptroller of Public Accounts of the State of Texas, with a mailing address of 111 East 17th Street, Austin, Texas 78711-1440 ("Comptroller"). Taxpayer and Comptroller are also referred to as the Parties.

CONTESTED MATTER

Hearing No. **115,775**
Tax Type: **Sales And Use Tax**
Tax Period: **January 1, 2013, through April 30, 2016**
Type of Hearing: **Redetermination**

TERMS

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

EFFECTIVE DATE

4. This Agreement will be effective on the date it has been signed by all Parties.

Taxpayer: Forte Payment Systems, Inc.

By:_____
Signature

Printed Name:_____

Firm:_____

Title:_____

Date:_____

Glenn Hegar, Comptroller of Public Accounts for the State of Texas

By:_____
Signature

Printed Name: James D. Arbogast

Title: Chief Counsel

Date:_____

EXHIBIT
D

MARTENS, TODD, LEONARD & AHLRICH
A GENERAL PARTNERSHIP

JAMES F. MARTENS*
KELLI H. TODD
LACY L. LEONARD
DANIELLE V. AHLRICH

Attorneys at Law

*Board Certified in Tax Law
Texas Board of Legal Specialization

E-MAIL: jmartens@textaxlaw.com

301 CONGRESS AVENUE, SUITE 1950
AUSTIN, TEXAS 78701
(512) 542-9898
FAX (512) 542-9899
www.textaxlaw.com

CLAIRE E. GALLEY‡
ALLISON R. CUNNINGHAM

Attorneys at Law

‡Licensed in Texas and Louisiana

June 11, 2018

Via Hand Delivery and
Electronic Mail at SpecialCounsel.Filings@cpa.texas.gov
Texas Comptroller of Public Accounts
Attn: Office of Special Counsel for Tax Hearings
111 East 17th Street, Room 118
Austin, Texas 78774

Re: *In Re: Forte Payment Systems, Inc.* Hearing Nos. 114,277 and 115,775
Motion to Dismiss and Reply to the Position Letter

Dear Special Counsel:

I enclose an original and a copy of Forte's Motion to Dismiss and Reply to the Position Letter for the above-referenced hearings.

Would you please process the original document for filing in accordance with your normal procedures? Would you please receive-stamp the enclosed copy and return it to the waiting courier?

I appreciate your attention to this matter. Would you please contact me or Jimmy Martens if you have any questions?

Very truly yours,

MARTENS, TODD, LEONARD & AHLRICH

By: _____
Jimmy Martens

cc: Kathy Pickup, Tax Hearings Attorney, Administrative Hearings, via electronic mail (w/encls.)

EXHIBIT
E

COMPTROLLER DOCKET NO. 114,277

FORTE PAYMENT SYSTEMS, INC., Petitioner	§	BEFORE THE STATE OFFICE
v.	§	OF
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, Respondent	§	ADMINISTRATIVE HEARINGS
SUT PERIOD 1/1/09-12/31/12	§	

COMPTROLLER DOCKET NO. 115,775

FORTE PAYMENT SYSTEMS, INC., Petitioner	§	BEFORE THE STATE OFFICE
v.	§	OF
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, Respondent	§	ADMINISTRATIVE HEARINGS
SUT PERIOD 1/1/13-4/30/16	§	

MOTION TO DISMISS AND REPLY TO THE POSITION LETTER

Forte Payment, Systems, Inc. ("Forte") files this Motion to Dismiss and Reply to the Position Letter to state the issues remaining in contest (as set forth in **Exhibits 1-5**) and to obtain dismissal of both above-referenced hearings so that it may continue its contest of these issues in state district court through a tax protest suit. In support thereof, Forte shows the following:

FACTS

1. Forte filed the above-referenced actions to contest the Comptroller's assessment of Texas sales and use tax on its services and purchases. *See* **Exhibits 1-5**. The primary issue in

contest is the Comptroller's assessment of tax on Forte's charges for ACH payment processing and related services.

2. Forte has pursued its contest of all grounds set forth in its pleadings through the pending administrative hearings.

3. Forte sought resolution of the primary issue based upon the opinion issued by the Fourteenth Court of Appeals in *Hegar v. Checkfree Services Corporation.* The nature of Forte's service is substantially the same as the taxpayer in *Checkfree* and the Comptroller seeks to tax Forte under the same sales tax provisions. *See* **Exhibit 6.**

4. However, as publicly announced at the Comptroller's 2017 Annual Briefing, the Comptroller does not intend to apply *Checkfree* to any other taxpayer. *See* **Exhibit 7.**

5. Therefore, Forte now desires to dismiss the administrative hearings and to continue its contest of the matters alleged by bringing a tax protest suit in Travis County district court.

6. Given the Comptroller's public pronouncement, continuing with the pending administrative hearings would be an inefficient and, likely, ineffective use of Forte's time and resources. Moreover, delay in obtaining a final decision of the matter creates uncertainty with respect to both Forte's financial status and its ability to set competitive prices.

7. Similarly, continuing with the administrative hearings would require an unnecessary and unproductive investment of time and resources on the part of both the Administrative Law Judge and the Comptroller since de novo review will be sought in state district court. Proceeding with the administrative hearings would also delay the Comptroller's receipt of Forte's funds for the amounts claimed due.

8. On May 31, 2018, Forte instructed the Comptroller to dismiss the pending redetermination hearing for the 2009-2012 audit period so that Forte could continue its contest of the issues through a state district court protest suit. *See* **Exhibit 8.**

9. The assigned hearings attorney responded that the Comptroller required Forte to sign an Agreement to Dismiss and sent Forte the standard language. *See id.*

10. The language of the Agreement to Dismiss could be construed as a settlement agreement or an agreement otherwise limiting Forte's ability to continue its contest of the audit assessment. In fact the hearings attorney referred to it as a settlement agreement in her email correspondence. *See id.*

11. Forte proposed revisions to the agreement's language to clearly state its intent to pursue a protest suit after dismissal. The Comptroller rejected Forte's proposed revisions. *See id.*

12. Forte requested the statutory or rule authority requiring petitioners to sign an Agreement to Dismiss – especially an unalterable one – to conclude a redetermination hearing. The Comptroller provided none. *See id.*

13. The Comptroller has now demanded that Forte either sign the Agreement to Dismiss as written by the Comptroller or file a Reply to the Position Letter and proceed to an administrative hearing at SOAH. The Comptroller has made these demands seeking to bind Forte to the administrative process notwithstanding his written acknowledgement that Forte is not required to complete the administrative hearing process before moving its contest to district court for a protest suit. *See id; see also OGCI Training, Inc. v. Hegar*, 03-16-00704-CV, 2017 WL 4899015 (Tex. App.—Austin Oct. 27, 2017, no pet.) (confirming the only jurisdictional prerequisites for a protest suit are found in Texas Tax Code Chapter 112).

14. Forte moves to dismiss the pending administrative hearings for both the 2009-2012 and the 2013-2016 audit assessments for the reasons set forth below.

GROUNDS

Re-allegation of Contentions and Grounds

15. Forte re-alleges the contentions and grounds previously raised in its administrative pleadings.

16. Forte hereby incorporates by reference as though duly set forth at length herein the following filings as its Reply to the Comptroller's Position Letter for the 2009-2012 audit period: the independent audit review report, Forte's Petition for Redetermination, Forte's Supplemental Statement of Grounds (letter dated July 17, 2017), the Tax Position Letter, and all email or other correspondence between the parties, including their attorneys and agents. *See* **Exhibits 1-4.**

17. Forte also submits the Comptroller's form wherein it rejects the Position Letter. **Exhibit 9.**

18. For the 2013-2016 audit, Forte hereby incorporates by reference as though duly set forth at length herein in its Petition for Redetermination. **Exhibit 5.**

19. As detailed in these pleadings, Forte has challenged through the administrative hearings process the Comptroller's assessment of Texas sales and use tax, and Forte will continue to contest these issues in state district court.

Forte Is Entitled to Dismiss the Hearing Under Rule 1.39 to Pursue a Protest Suit.

20. Forte seeks to dismiss the above-referenced administrative hearings under 34 Tex. Admin Code § 1.39 ("Rule 1.39) so that it may continue its contest of the issues raised herein in through state district court protest suit.

21. Rule 1.39's list of grounds for dismissal is not exhaustive because it states that the grounds "include, but are not limited to" those listed.

22. Forte, as the Petitioner, is the master of its claims and is entitled to pursue those claims in the forum of its choosing, as long as it complies with any jurisdictional prerequisites.

23. As recognized by the Comptroller, completing an administrative hearing is not a prerequisite for a Texas Tax Code Chapter 112 protest suit. *See* **Exhibit 8.** Chapter 112 sets forth the jurisdictional prerequisites for a protest suit, and Forte will comply with those rules upon the Comptroller's issuance of the Statement of Account for each audit period. *See OGCI Training, Inc. v. Hegar*, 03-16-00704-CV, 2017 WL 4899015 (Tex. App.—Austin Oct. 27, 2017, no pet.).

24. In the prior course of dealing between the Comptroller and petitioners, the parties established that a joint motion to dismiss stating that the petitioner sought dismissal of the case so that it may continue its contest of the issues raised in state district court was a proper ground for dismissal. *See, e.g.*, **Exhibit 10.** In response, the Comptroller has issued an updated assessment for the taxpayer to pay under protest. *See, e.g.*, **Exhibit 11.**

25. No authority exists to require petitioners to sign any form of an agreement to dismiss their hearing.

26. In light of (1) the Comptroller's public declaration that *Checkfree* would be limited to that particular taxpayer and not applied to any other case and (2) the Comptroller's ability to modify or reverse a favorable Proposal for Decision, continuing any further with the administrative redetermination process would likely:

a. unnecessarily expend Forte's resources;

b. unnecessarily expend Forte's time;

c. unnecessarily expend the Administrative Law Judge's resources;

d. unnecessarily expend the Administrative Law Judge's time;

e. unnecessarily expend the Comptroller's resources;

f. unnecessarily expend the Comptroller's time;

g. create uncertainty as to Forte's financial status due to delay in resolving the underlying issue;

h. prevent Forte from making proper business decisions regarding the pricing of its services and

i. delay the Comptroller's receipt of Forte's funds of the taxes claimed due.

27. Additionally, refusing to dismiss the administrative hearings upon Forte's request violates its right to due process and open courts.

28. The above reasons dictate that the Comptroller dismiss the administrative hearings so that Forte may continue its contest of the issues in these hearings in a forum that affords proper deference to the decisions of the trial courts and the courts of appeal.

CONCLUSION

Wherefore, premises considered, Forte respectfully requests that the Comptroller either summarily grant the relief requested in its live pleadings or immediately dismiss pending redetermination hearings numbers 114,277 and 115,775 so that Forte may exhaust its administrative remedies by paying the taxes under protest and continuing its contest of the issues in state district court by filing a tax protest suit as provided under Texas Tax Code Chapter 112. For the latter, Forte specifically requests that the Comptroller calculate the tax, penalty, and interest presently due and issue the Statements of Account for the 2009-2012 and 2013-2016 audit periods.

Respectfully Submitted,

MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
(512) 542-9898
(512) 542-9899 fax

By: _____
James F. Martens
State Bar No. 13050720
Danielle V. Ahlrich
State Bar No. 24059215
Allison R. Cunningham
State Bar No. 24089254

ATTORNEYS FOR PETITIONER,
FORTE PAYMENT SYSTEMS, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent via email to Kathy Pickup, Tax Hearings Attorney, Administrative Hearings Section, Comptroller of Public Accounts, 1700 N. Congress, Suite 320, Austin, TX 78701 on this the 11th day of June, 2018.

_____
Jimmy Martens

INDEPENDENT AUDIT REVIEW REPORT

IAR:	Maria H. Ruiz-Lopez	**Conf. Date:**	October 15, 2014
TP. Name:	Forte Payment Systems, Inc.	**Report Date:**	January 29, 2015
TP #:	[redacted]	**Office Name:**	Dallas East
Tax Type:	Sales and Use	**Auditor/Sup:**	J Cockerham / M Kasner
Audit Period:	01/01/2009 – 12/31/2012	**TP. Rep./Ph:**	Gilbert Zamora 512-306-0495
Total	$163,218	**All Data Avail:**	October 16, 2014

Background information (if needed): Forte Payment Systems, Inc. (taxpayer) provides payment processing services to merchant customers for accepting automated clearing house (ACH) and credit/debit card payments.

Taxpayer's Disagreement: Issue #1: $163,218 The taxpayer disagrees with the auditor's adjustments in Exam 100 for sales to its customers. The taxpayer contends these services are financial transactions similar to banking transactions or credit card processing that the Comptroller has historically treated as nontaxable. The auditor contends that all charges for the services provided are taxable data processing services.

Auditor Position

The auditor performed a detail review of sales. He was provided a population base which listed invoice amounts in total vs. by line item charged. He was also provided invoices which listed line item charges for the various services provided. During the field work, the auditor noticed that the taxpayer has a huge room which contained numerous computers and staff. The staff is entering data in these computers.

- He asserts that all the services provided are provided via the taxpayer's computers. As such, he determined that using a computer to provide its services made the taxpayer's services taxable data processing services.

The auditor provided an excerpt of the taxpayer's Merchant Services Terms and Conditions, referencing Sections 4 and 5. The taxpayer presented their standard Merchant Services Application and Agreement.

- This agreement requires collecting information on the applicant to ensure they are not a fraudulent entity and to underwrite them.
- The information collected includes;
  - a voided check from the settlement account, and
  - DBA and or Articles of Incorporation, etc.
- The applicant is to select the various services to be provide, of which one or all may apply;
  - Credit Card Gateway,
  - X-Virtual Terminal,
  - X-Direct Interface/API,
  - Transporter,
  - Direct Billing,
  - X-Secure Webpay,
  - Soft Terminal, Other.
  - Additional Selections are;
    - Will the applicant be using ACH to Collect or Disburse Funds?
    - Transaction Types:
      - How will the applicant be obtaining authorization for their transactions?

EXHIBIT 1

- This requires the applicant to identify the percentage for each of the following:
  - % Face to Face,
  - % Internet Order (Web),
  - % Mail Order,
  - % Telephone Order,
  - % Fax, and
  - % Total.

ACH Processing Fees are as follows (one or all may apply):

1. Monthly Statement $; fee to have access to obtain reports; invoiced as (ACHM) ACH Monthly Fee.
2. Per Transaction $; fee to authorize to take money from the retail customer, invoiced as (ACHD) ACH Debit Transaction or fee for merchant refunding money to retail customer, invoiced as (Funding C) Funded Transaction – Credit or fee to credit merchant account with amount of purchase, invoiced as (ACHC) ACH Credit Transaction.
3. Returned Fee $; fee for charge that was rejected/returned, the taxpayer holds amounts in their bank account for three days until they are told if the debit transaction is good or not, invoiced as (ACHDR) ACH Debit Reject.
4. Discount Fee %; if merchant's risk is higher, an additional percentage is paid over and above the per transaction fee.
5. NSF Fee Rebate Program %; the ACH allows failed transactions to be presented twice. The ACH will charge additionally for this. The additional charge is split with the merchant based on the % listed, invoiced as (REBATE) Collected NSF fee rebates.
6. ATM Verify $ Per Item; fee to authorize or pre-authorize before sending a transaction through; is account good or valid, this is done by taking routing and account numbers through the banking service, invoiced as (ATMV) ATMverify Transaction.
7. ID Verify $ Per Item; fee for sending information through a 3rd party's database, invoiced as (IDverify) IDverify Transaction.
8. NCN Verify $ Per Item; fee similar to ATMV # 6 above, is account number good/bad, invoiced as (NCN) NCN Verify Transaction.

Other Fees:

9. Gateway $ Monthly; fee related to credit card processing services, similar to ACHM #1 above, invoiced as (PGM) Payments Gateway Monthly Fee.
10. PGCC $ Transaction; fee related to credit card processing services, similar to ACHD/C # 2 above, invoiced as (PGCC) PaymentsGateway Credit Card Transaction.
11. Chargeback Fee $ Per Occurrence; fee for returned item designated with specific return codes, including a consumer's dispute of a transaction, the Merchant can dispute by paying a per transaction fee; invoiced as (ACHCH) ACH Chargeback Fee.
12. Set-Up Fee $; One Time charge
13. Minimum $ Monthly, Excessive Returns # Per Occurrence, Greater than 40%; no examples provided of these.
14. Other Fees listed on invoices not on Merchant Application Agreement: (PGV) PaymentsGateway Transaction and (PCINON) ACH Direct PCI Non-Compliance Fee.

The Merchant Services Terms and Conditions also contain the following relevant sections:

> 2. Use License; Forte grants the Merchant a non-exclusive and nontransferable license to access and use the services contracted for under this agreement. Nothing in the Agreement shall be construed to provide merchant with a license of any third-party proprietary information or property.

3. Ownership; All computer programs, trademarks, etc. and other proprietary rights in or related to Forte's products and services (the Proprietary Property) remain the sole and exclusive property of Forte.

4. Transaction Processing Services; Forte shall accept transactions on a 24-hour basis. They may impose a cap on the number or dollar amount of transactions it will process for the merchant. The merchant is responsible for communicating with Forte's Host Processing System to receive daily reports and/or transaction results files. Forte is under no obligation to transmit this data to merchant. Forte will make reasonable efforts to reverse, modify or delete a transaction at a merchant's request. Merchant acknowledges that once a Transaction is submitted to the applicable Transaction Network, it cannot be modified or deleted. Forte may reject, delay or return any transaction without prior notification to the merchant for any reason permitted or required under any applicable rules, regulations or if it has reason to believe the transaction is fraudulent. Forte shall have no liability to merchant by reason of the rejection, delay or return of any such transaction. Forte shall make available to merchant details related to any such transaction and Forte may retransmit a returned or rejected transaction at merchant's request, but shall have no obligation to do so.

5. ACH Processing Services; Forte shall use information provided by the merchant to send the merchant's ACH transactions to the ACH Network on the merchant's behalf. Debit entries will first originate through Forte's ODFI (Originating Depository Financial Institution) to the ACH Network for withdrawal from the Receiver's account. All funds collected on behalf of the merchant will be transmitted to a custodial account located with Forte's ODFI and scheduled for settlement to the merchant. Each credit entry/transaction will be submitted to the end-of-day settlement process and then schedule each transaction for origination. On the date scheduled, each credit transaction is then originated through Forte's ODFI to the ACH Network for deposit to the Receiver's account.

6. Account Verification and Authentication Services; Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by the merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement; (ii) shall be used solely for the intended use as stated by the merchant; (iii) the merchant will follow proper procedures for adverse action notification to its customers and (iv) the merchant acknowledges it has implemented security measures to prohibit unauthorized access to the information provided.

10.2 Forte's Confidentiality; In performing its duties, Forte will comply with all applicable Federal and State Regulations relating to privacy and security of nonpublic consumer financial information, including requirements under Gramm Leach Bliley Act, the NACHA Rules and PCI Data Security Standards.

10.3 Exceptions; this section 10 will not apply to confidential information that (i) was already available to the public at the time of disclosure, etc…

16. Forte Service Policy; Merchant acknowledges and understands that Forte does not warrant that the services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control.

The taxpayer also provided various flow charts. They show in relevant part:

- For ACH processing (Bank Accounts/Checking Accounts):
    - Consumer swipes at the Merchants' POS, the transaction enters Forte's Bank Account and system, then it goes through Forte's Bank, then it goes to the ACH Operator (The Fed or The

Clearing House) then it goes to the Customer's Bank and finally deposited into the Merchant's account after 3 days.
    - It can reverse when there's a denial of payment to the Merchant.
- For Credit Card Processing:
    - Consumer swipes at the Merchants' POS, the transaction enters Forte's Bank Account and system, then it goes through the Credit Card Processor, then it goes to the Customer's Issuing Bank or Credit Card and finally deposited into the Merchant's account after 3 days.
    - It can reverse when there's a denial of payment to the Merchant.

Sample invoices were provided and they show the various separately stated fees as charged to its customers.

In support of his determination the auditor cites the following:

Section 151.0101(a)(12) which enumerates data processing services as a taxable service.

Section 151.0035 which states, in relevant part, that data processing services includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production and other computerized data and information storage or manipulation. Data processing service also includes the use of a computer or computer time for data processing whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service.

Rule 3.330 (a)(1), in relevant part, which defines data processing services as the processing of information for the purpose of compiling and producing records of transactions, maintaining information and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer.

Comptroller's Tax Publication 94-127, Data Processing Services are Taxable, August 1997 which states that data processing is a service performed with a computer using the customer's data. Entering, storing, manipulating, or retrieving a customer's data is taxable. It also states that if more than 5 percent of your fee represents taxable services, your total charge is taxable unless you separately show the charges for taxable and nontaxable services.

Hearing 105,009 (201208599H) and Letter Ruling 200204018L. These are not analogous to the disputed transactions, therefore they will not be considered.

The supervisor adds that in reading the taxpayer's research, she thinks the flaw is that they (the taxpayer) are not reading the part that says the company that is actually doing the processing is providing a taxable service to the credit card companies, financial institutions, etc.

Subsequent to our meeting the auditor provided a summary listing of the customers included in the audit adjustments. Included are:

- retailers,
- service providers (including medical service providers),
- other ACH service providers,
- payment processors,
- customers identified as ATM customers,
- cash net providers (western union, money gram and money order service providers),
- check cashing service providers,

- churches,
- municipalities,
- utility service providers,
- payroll service providers, and
- fitness clubs and the like.

The auditor also provided the population base from which the adjustments were derived. All transactions are characterized as Transaction Type = CCD (credit card or debit card) and Description = ACH fees.

Taxpayer Position

The taxpayer enters into agreements with merchants to provide transaction processing services that include;
- ACH,
- Credit and Debit Card processing,
- account verification, and
- customer identification to its customers that are engaged in selling goods or services.

The taxpayer explains that the process involves verifying or receiving authorization that the customer's payment is valid. Ultimately, the purchaser's account is debited for the transaction amount and the merchant's bank account is credited for the same amount.

The taxpayer contends that the point of sale (POS) payment solutions they provide do not fall within the category of taxable services as set out in Section 151.0101.

The taxpayer also contends that these services are financial transactions that capture a customer's purchase transaction at the merchant's POS reader and then processed either immediately or at the end of the business day.

The taxpayer asserts that their services and processing of ACH transactions are similar to banking or credit card processing services. They also assert that the Comptroller's office has historically treated banking services and credit card processing services as services that do not fall within the category of taxable services set out in Section 151.0101.

In support of their contentions and assertions the taxpayer cites the following:

> Letter Ruling (STAR) 9012L1089F04 responds to a taxpayer who provides merchant credit card processing services to its customers, which include banks and other entities located throughout Texas and the United States.
>
> > The merchant credit card processing service is a function in which the merchants' credit card charge sales are processed by the taxpayer through the MasterCard/ Visa system. The taxpayer contracts with an outside processing company for all data processing which pertains to the processing of the credit card services. The data processing consists in part of maintaining detail for credit card transactions and compiling reports for each account. The outside processing company also receives the credit card deposit slips from the authorized banks which handle the merchants' accounts and processes the information from the deposit slips. The information is then transmitted directly to MasterCard and Visa. MasterCard and Visa remit the payment to the third party processing company which then remits it to the taxpayer. The taxpayer distributes the funds to the appropriate merchants' account and charges a fee at the end of the month. The taxpayer is acting in a capacity in which it is collecting the merchant's receipts from MasterCard and Visa, and distributing the money to the merchants. The third party

processing company charges the taxpayer for maintaining and updating these accounts on a continual basis. This charge is based on a per item basis. The taxpayer charges the merchant an end-of-month fee for the credit card processing services, which is calculated either by a percentage of credit card sales or a per credit card transaction. This lump sum fee is comprised of overhead charges, authorization services, account maintenance, chargebacks, deposit correction notices, wire transfer fees, warning bulletins, assessments and interchange. The interchange charges are charges from MasterCard/Visa to the third party processing company to the taxpayer who then passes those charges on to the merchant. There is no mark-up to the merchant. However, some customers receive separately stated changes for some items instead of a lump-sum billing. The authorization services are a required procedure which must be followed by the merchant in order to guarantee payment from the taxpayer. There are three types of authorizations which are used: voice authorizations, audio response unit authorizations or point-of-sale authorizations. Voice authorizations are provided through the third party processing company. The other authorizations are through other outside vendors.

The Letter Ruling determined that the end-of-month fees (percentage of credit card sales or per-credit card transaction) charged by the taxpayer to the merchants would not be a taxable service. Credit card processing services are not included in the definition of taxable services as contained in Section 151.010.

The Letter Ruling also determined that the taxpayer is the consumer of all taxable items including the data processing services purchased from the third party processing company.

The Letter Ruling further determined that the authorization services required to be used by the merchants is not a credit reporting service and not taxable.

Hearing 35,785 (STAR 9704223H)

The Petitioner contended that its purchases from Company ABC (Subcontractor) to handle the verification and processing of credit card transactions between Merchants and their bank customers were nontaxable either because they were resold or should have been allocated to other states under the multi-state use exclusion provided in Rule 3.330 (f).

Petitioner was in the business of soliciting and marketing credit card arrangements from and to qualifying retailers ("Merchants"). Petitioner acted as an Independent Sales Organization ("ISO") on behalf of credit card companies such as MasterCard and Visa. Petitioner contracted with banks to locate Merchants who qualify for and are willing to work with the banks' credit card programs, and then to get those Merchants to enter into credit card contracts with the banks.

Petitioner provided the following services to its customer banks:

(a) identification of Merchants who might qualify for use of credit card arrangements;
(b) negotiation of arrangements between Merchants and customer banks;
(c) installing at Merchant's sales locations equipment, such as terminals and printers, for handling credit card transactions;
(d) training Merchant's employees in the handling of credit card transactions;
(e) monitoring the performance of Merchants under the credit card arrangements, and
(f) assisting customer banks in resolving disputed or charged-back credit card transactions.

In addition, as part of the services it provides to its customer banks, the Petitioner arranged with a subcontractor for the verification and processing of credit card transactions between Merchants and their

customers who wish to pay by credit card. The Subcontractor charged the Petitioner for the following services it provided:
a. authorization - determining and informing Merchant that a credit card customer has sufficient credit to cover a specific purchase request,
b. decline - determining and informing Merchant that a credit card customer does not have sufficient credit to cover a specific purchase request. This would also cover a determination that a specific credit card is not valid or the use of the credit card is not valid.
c. capture - after authorization, keeping up with and accounting for each specific transaction.

The Administrative Law Judge (ALJ) noted that with respect to its customer banks, the Petitioner solicited Merchants with an ultimate goal of having the Merchants enter into credit card arrangements with the customer banks. The Petitioner provided services ranging from soliciting Merchants to processing individual credit card transactions.

The ALJ concluded that the Petitioner provides a nontaxable service to its customer banks. The processing of credit card transactions is taxable data processing; however, it is merely a part of the overall nontaxable bundle of services the Petitioner provides.

Therefore, the Petitioner cannot make tax free purchases of the Subcontractor's taxable data processing services that it consumes in the performance of its nontaxable services.

Letter Ruling 9608L1434B02 discusses a taxpayer that charged subscribers for accessing their database to verify checks at the point of sale.

The taxpayer maintains a database and charges a fee based upon each "hit" against the data (information retrieved). The Letter Ruling determined that this is a taxable information service per Rule 3.342. The Letter Ruling also informed the taxpayer that "check authorization and purchase" or "check guarantee services" have been determined to be nontaxable services. These services charge a monthly rate or a per check rate to actually guarantee that checks are valid. These service providers authorize the acceptance of checks by merchant-subscribers and will purchase any dishonored checks from the merchants.

Letter Ruling 9706530L was cited but is not analogous to the transaction in dispute, therefore it will not be considered.

During the field work, the auditor requested that the population base be broken down by fees charged. The taxpayer informed the auditor that this task was very involved and would take a great amount of time and effort to accomplish. In lieu of the auditor's request, the taxpayer and auditor reviewed the population base and agreed on certain deletions which resulted in the auditor's population base of Net New Fund totaling $2,473,000.92 (the total amount for entered adjustments).

Subsequent to our meeting the taxpayer provided a Summary of Fees Charged by Invoiced Code for the audit period. It shows:

Grand Total for all Fees of $2,847,773.96 vs. Totals by Year, which total $2,910,046.90.
At audit management discretion, these amounts may be reconciled to the auditor's population base to affirm that the Summary of Fees Charged by Invoiced Code is complete.

The taxpayer also clarified that they ping their internal database to validate routing and account numbers. They also use 3rd party vendors in order to perform their services.

IAR's Recommendation: Issue #1: The IAR recommends the auditor's adjustments remain in the audit.

Forte provides transaction (or payment) processing services to a variety of merchants, including retailers, service providers, medical service providers, other automated clearing house (ACH) service providers, cash net providers (such as Western Union and Money Gram) and check cashing services. These transaction processing services include: capturing purchasers' transactions at the customer's point of sale reader; performing account verification and purchaser identification -- confirming that the purchaser's payment is valid; and processing those purchase transactions, either immediately or at the end of the business day. Ultimately, the purchaser's account is debited for the transaction amount and the merchant's bank account is credited for the same amount.

In performing this service, Forte compiles and produces records of transactions and maintains information about transactions. Merchants using Forte's service may communicate with Forte's Host Processing System to receive daily reports and transaction files from Forte.

To process a transaction or payment, Forte performs "data retrieval, data search, information compilation . . . and other computerized data and information storage or manipulation," as described in Tax Code §151.0035. Forte also processes information for the purpose of compiling and producing records of transactions and maintaining information. Forte is providing a taxable data processing service.

Hearing 35,785 (STAR 9704223H)is directly on point.

> In that hearing, the claimant subcontracted the verification and processing of credit card transactions between merchants and their customers. The subcontractor provided the following services: authorize (determine and inform merchant that a credit card customer has sufficient credit to cover a specific purchase request); decline (determine and inform merchant that a credit card customer does not have sufficient credit to cover a specific purchase request); and capture (after authorization, keeping up with and accounting for each specific transaction). Forte provides similar services to its customers, such as verification that a customer has sufficient credit to purchase an item.
>
> The Comptroller's Decision held that the subcontractor's services constituted taxable data processing. The decision states, "the processing of credit card transactions is taxable data processing, however, it is merely a part of the overall nontaxable bundle of services claimant provides. Therefore, claimant cannot make tax free purchases of the subcontractor's taxable data processing services that it consumes in the performance of its nontaxable services." Like the subcontractor in this hearing, Forte is processing transactions and payments and is providing a taxable data processing service.

The facts in Forte's audit are distinguishable from the facts in the *Checkfree* case. *See Hegar v. Checkfree Services Corp.*, No. 14-15-00027-CV (Tex. App. -- Houston, April 19, 2016, no pet.).

> Checkfree sold electronic bill pay software to banks. Account holders at the banks could use the Checkfree software to make electronic payments to third-party merchants.
>
> The Court of Appeals relied on the following specific findings of fact by the trial court to conclude that the electronic bill payment service Checkfree provided was a professional service that could be distinguished from data processing:
>
> - Bill pay service is a professional service requiring accredited or certified professionals across several areas including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting.

- Approximately 20 percent of the time, Checkfree issued written checks from its own corporate account to merchants on behalf of account holders.
- CheckFree employs over 3,000 associates and professionals necessary to facilitate the bill pay service.
- These professionals are not a minor part of the bill pay service delivery; instead, they are the "secret sauce" of the service.
    - These professionals manage the actual bill pay process and make decisions at multiple stages of the bill pay process.
    - These professionals are responsible for critical monitoring and detection of fraud, money laundering, and other financial risks.
    - These professionals are also responsible for compliance with complex government regulations.
    - A team deals with errors and other customer service issues that arise after bill payment occurs.
- The functions or activities that are incidental to the bill pay service, such as, invoices, reports, and customer service, are not the service that CheckFree sells to the financial institutions.

Unlike CheckFree, Forte has not shown that its customers are purchasing a professional service. Forte contracts with its customer to perform transaction processing services. In performing this service, Forte processes information for the purpose of compiling and producing records of transactions and maintaining information. Forte is providing taxable data processing.

Tax Dispute Division Position (Agree): David Dunn **Date: November 28, 2016**

Taxpayer Contacted Name: Gilbert Zamora **Date: November 28, 2016**

TEXAS TAX GROUP

A TEAM OF FORMER TEXAS COMPTROLLER STATE TAX AUDITORS IS YOUR BEST DEFENSE!

June 3, 2014

Texas Comptroller of Public Accounts
Audit Division
111 E. 17th Street
Austin, TX 78774-0100

VIA EMAIL

RE: **FORTE PAYMENT SYSTEMS, INC.**
Taxpayer Number: [redacted]
Sales and Use Tax Audit
Audit Period: January 1, 2009 through December 31, 2012

REQUEST FOR REDETERMINATION HEARING – STATEMENT OF GROUNDS

To Whom It May Concern:

FORTE PAYMENT SYSTEMS, INC., herein referred to as the Petitioner, requests a Redetermination Hearing for the Sales and Use Tax Audit conducted for the period of January 1, 2009 through December 31, 2012. Petitioner, FORTE PAYMENT SYSTEMS, INC., requests that the Comptroller redetermine the Sales and Use Tax liability due to the following contentions.

HEARINGS CONTENTIONS:

CONTENTION #1 – EXAM 100 ADJUSTMENTS: PAYMENT PROCESSING IS NOT A TAXABLE 'DATA PROCESSING' SERVICE:

ELECTRONIC PAYMENT PROCESSING SERVICES – NOT TAXABLE

Petitioner contends that none of its electronic payment processing services (i.e., retail and POS payment solutions) found in Exam 100 constitute any of the services that are defined as taxable data processing services under Section 151.0101(a)(12), 151.0035 or 34 TEX. ADMIN. CODE Section 3.330(a)(1).

EXHIBIT 2

Data processing services are enumerated as taxable services in TEX. TAX CODE ANN. Section 151.0101(a)(12). The statutory definition of data processing services appears in TEX. TAX CODE ANN. Section 151.0035, which states that data processing services "includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production . . . and other computerized data and information storage or manipulation." Data processing service "also includes the use of a computer or computer time for data processing whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service.

Under the jurisdiction given to the Comptroller by TEX. TAX CODE ANN. Section 151.0101(b) to interpret the scope of taxable services, the Comptroller has adopted an administrative rule to further define and clarify what constitutes data processing.

34 TEX. ADMIN. CODE Section 3.330(a)(1) states in relevant part: Data processing services - the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer. Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks. Data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns . . . .

Petitioner contends that its payment processing services in essence are a wholly nontaxable service and that the use of a computer is only incidental to the non-taxable service or a means by which those services are performed.

It is contended that the auditor has misunderstood the nature of the Petitioner's sales and has classified them as 'electronic bill payment services'. It should be noted that for the adjustments in question (Exam 100 – Disallowed Deductions) the Petitioner did not provide financial management services, such as determining whether bills should be paid, the portion to be paid, or the order of priority.

CREDIT CARD BILLING AND COLLECTION SERVICES – NOT TAXABLE

The facts found in a Taxability Response (TR) dated December 15, 1995 (STAR Document No. 9512T1384E03) also support a conclusion that all Exam 100 adjustments are non-taxable. This document was issued by then Director of Tax Policy Wade Anderson and Audit Division Manager Harold Lee and found that the taxpayer was performing a non-taxable service. The (TR) concluded that full-service charge account billing, collection, and financial management services (i.e., credit card billing and collection services) are non-taxable. In this instance, the taxpayers performed professional services that were found to be separable from any data entry, data retrieval, computerized business accounting, or other activities that constitute taxable data processing.

In particular the above-mentioned Taxpayer performed the following services:

- sends acceptance letters and customer agreements to merchants' customers;
- accepts account information from merchants to convert existing charge accounts to Taxpayer's system;
- maintains, updates, and provides merchants a master account list that includes the names, addresses, phone numbers, and account numbers for all charge accounts;
- provides weekly settlement services; i.e. Taxpayer sends cash to each merchant for the previous week's sales. If a customer allows his account balance to become more than 30 days past due, the amount previously funded is charged back to the merchant or withheld from the next settlement.
- establishes an interest-bearing reserve fund based on a merchant's total receivables that serves as security for funding the receivables;
- provides merchants with weekly settlement reports advising merchants of the status of all charge accounts;
- uses information captured from the point-of-sale terminal transmissions to generate and mail customized laser-printed account statements to the merchants' customers;
- receives customers' payments and updates merchants' files to show payments received; and
- provides merchants with weekly management information that includes transaction logs, payment registers, charge sheets, account aging, customer store recaps, and master account lists.
- Taxpayer deducts 3 to 5 percent from each week's settlement as its compensation. The percentage is based on the agreement with each merchant.

TRANSACTION FEES – NOT TAXABLE

In STAR document number 200305870L dated May 1, 2003 and titled "Subject: PULSE ATM fees" the agency determined convenience fee, foreign ATM fee, and interchange fee are not taxable.

This Letter Ruling states in part that: *"The schedule provides that "transaction fees" are Pulse interchange fees paid to ATM owners for the use of their machines by foreign cardholders. As noted above, interchange fees are not taxable. Switch fee is another fee noted under the heading of "Pulse ATM Fee" in the "1997 Pulse Membership Fee Schedule. "It is our understanding that Pulse operates a processing facility that enables cards issued by one of its member financial institutions to be accepted at ATMs of other members. Pulse Switch is a cluster of computers and software that routes electronic messages among terminals and its member banks. When a cardholder wants do an ATM transaction and inputs the necessary information, the ATM forwards this information to a terminal. If the cardholder's bank is connected to that terminal, then the cardholder's bank uses its own records to verify whether there is sufficient money in the account and sends back information electronically (i.e., authorization or denial) to the ATM. No switch occurs, and no switch fee is collected.*

However, if the cardholder's bank is not connected to that terminal, then the switching system is used to forward the request to the data terminal to which the cardholder's bank is connected. The response (authorization or denial) of the cardholder's bank will follow the same route in return. When the switch system is used to forward the data to where it needs to go, a switching fee is collected by Pulse from the cardholder's bank. This finding is consistent with the statement in the "1997 Pulse Membership Fee Schedule" that states Switch Fee is paid by the card-issuing financial institution and applies "only if the Pulse switch is used to relay transactions between Processors." Pulse uses the term "processors" to mean a bank or firm that holds the cardholder's account records for handling EFT transactions. The transmission from ATM to terminal to bank is typically done through a telephone line."

MANAGEMENT SERVICES RELATED TO STUDENT LOANS – NOT TAXABLE

In STAR Document 200109442L dated September 6, 2001 (Letter Ruling) then Director of Tax Administration Jesse Ancira found that the taxpayer, for the most part, was providing nontaxable services. Those services involved student loans and included approving loan applications, responding to and assisting with daily inquiries from loan applicants, disbursing loan proceeds, updating accounts, and providing lenders with reports, documentation, data files and correspondence. Mr. Ancira found that the facts were similar to those found in Taxability Response, Accession No. 9512T1384E03 (December 15, 1995). Again it was concluded that the essence of the transaction was not the provision of a data processing service. Accordingly we contend that the Petitioner's services also do not cross the 'data processing' threshold.

MIXED TRANSACTIONS THEORY – NOT APPLICABLE

The Petitioner intends to refute any suggestion that the disputed adjustments (Exam 100) involved a mixed transaction involving both taxable and non-taxable items. There are no separately, readily identifiable elements of value to render the essence of the transaction test

inapplicable such as found in HEARING NO. 36,311 - STAR Document 200409879H. In Findings of Fact No. 12 the Staff (Hearings Attorney – Elias Lorenzana) agree to delete, prior to hearing, all adjustments related to "Payments Processed," "Transactions Processed," "Full Applications Processed," "Pre-Approved Applications Processed," "Batch Applications Processed," and "Special Applications." Administrative Law Judge JOE GRECO concurred.

WIRE TRANSFERS – NOT TAXABLE PER 'BOB BULLOCK' LETTER RULING

In STAR Document 8810L0897G02 dated October 7, 1988 (Letter Ruling) then Comptroller of Public Accounts Bob Bullock issued the following statement:

"I had my Tax Correspondence people look into your inquiry concerning taxability of wire transfer services to customers. They tell me the following. We have reconsidered our position that wire transfer services are telecommunication services. Based on the additional information you provided, the wire transfer services are not taxable to the bank customers".

It should be noted that no mention was made of wire transfer services being taxable as a data processing service. We contend that this finding does support our general contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

MONEY ORDERS AND WESTERN UNION FUNDS TRANSFERS

In STAR Document 9001L0975C13 dated January 10, 1990 (Letter Ruling) Tax Policy issued the following statement:

Money orders - This charge is not taxable.
Western Union fund transfers - The charge to the customer for intrastate or interstate electronic funds transfers is not taxable. The provider of these services owes tax on any taxable items, including the line charges, used in providing the service. Other telegram or telegraph services are taxable telecommunications services.

Although this document has been superseded it is our contention that the taxability of the money order and Western Union Fund Transfers found in the Letter Ruling has remained unchanged and as such would support the contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

In STAR Document 8806L0878B14 dated June 2, 1988 (Letter Ruling) Tax Policy issued the following statement:

Thank you for your letter concerning the taxability of your money order service. The sale of money orders is a nontaxable service. As the provider of a nontaxable service, you must pay sales or use tax on all taxable items, including taxable services, used to provide the service.

This includes the money order dispensing machines, the blank money order forms, and the telephone equipment and service.

I will need to see a copy of the contract you plan to use to set up money order machines in supermarkets and convenience stores. Based on the information provided in your letter, it appears that you may be considered the seller of the money orders to the final consumer. The supermarkets may be either acting as your agents in providing the service or contracting with you to provide a nontaxable service for the supermarkets' customers.

In either case, the final consumer or purchaser of the money order does not owe sales tax when he pays for the money order. As I said previously, the provider of the service owes tax on all taxable items used to provide the service.

ELECTRONIC BILL PAYING SERVICES – TAXABLE BUT NOT APPLICABLE

In STAR Document 201208599H - CPA HEARING NO. 105,009 it was found that the Petitioner was engaged in providing taxable 'electronic bill payment services'. Reference is made to this Hearing Decision to show precisely what other loosely related 'financial' activity constitutes taxable data processing and by definition where the 'line is drawn'. It is contended that this decision supports the Petitioner's position that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

In this hearing Judge Alvin Stoll found that the financial electronic commerce products and services provided by the Petitioner were taxable data processing services. The transactions in dispute primarily related to Petitioner's electronic bill payment services that were provided to three of its clients who were banks or financial institutions. Petitioner provided the software and services that enabled the customers of the financial institutions to make electronic payments from their accounts.

The judge stated that: "*Pursuant to the agreement, Petitioner provided an electronic bill payment service to COMPANY D's customers (the users). [ENDNOTE: (1)] By means of the electronic bill payment service, the users could initiate and authorize payments from their accounts to selected payees. The users were approved and enrolled by Petitioner, and Petitioner conducted a standard credit screening. COMPANY D was responsible for obtaining user authorizations. Petitioner agreed to execute the delivery of all payments as instructed by the users, except for certain exceptions, such as incorrect instructions or insufficient funds. Petitioner determined the method of payment, using the Automated Clearing House Network, the MasterCard system, or other designated means. In some instances, Petitioner was authorized to issue a paper draft drawn on the user's account. Petitioner provided COMPANY D's users an electronic payment system that offered bill delivery and payment features and functionality. Petitioner provided COMPANY D a dedicated connection through a frame relay network, which was owned and implemented by Petitioner. Petitioner monitored and supported the network hardware, software,*

networking, and mainframe applications. Petitioner monitored the connectivity of the network at all times and provided the client a report of any outages. Petitioner prepared weekly and monthly reports that contained detailed information regarding the users and payments that were processed during the report period.

ELECTRONIC FUNDS TRANSFERS – NOT TAXABLE

In STAR Document 9512L1392D08 dated December 20, 1995 (Letter Ruling) Tax Policy issued the following statement (see below) which affirm that electronic funds transfers are not taxable. It is the Petitioner's position that this decision supports the contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

Thank you for letter of December 11, 1995, about your Texas sales and use tax responsibilities for the services you will provide.

The local bank drafting business is a new business industry. Your firm contracts with other companies to draft their customers' checking accounts for the recurring fees they collect from their customers each month. The new business is similar to electronic fund transfers. Instead of transferring funds electronically, your firm prints a paper draft. This paper draft looks just like a check you would write except it has no signature. It is pre-authorized by the customer and states that on the draft.

*The process used for this is as follows: Your firm contracts with ********** (as an example) to draft its customers wishing to take advantage of this service. ********** then obtains the customer's permission along with the required information for you to draft the customer's account (bank name, account number, routing number, etc.). ********** then gives that information to your firm, plus, information as to when the first draft will be due, the amount of the draft and how often you will draft the customer. You enter the information into your software system. When the due date occurs, your company prints all the drafts due on this date and delivers them to **********. ********** then pays your firm for your service until the next scheduled draft date.*

The fee paid to your firm for the drafting service is not taxable. However, as the provider of a non-taxable service, your firm is required to pay sales tax on all taxable items (tangible personal property and taxable services) bought for use in providing this service.

ELECTRONIC FUNDS TRANSFER – NOT TAXABLE

The Texas Comptroller itself requires the use of Electronic Funds Transfers as found in Electronic Funds Transfer (EFT) as found in STAR Document 200101980L dated January 8, 2001. The documents states that:

Taxpayers must call in tax payment information (ACH transaction) to TEXNET no later than 6:00 p.m. (Central Time) on the business day before the due date. When the due date falls on a weekend or holiday, the ACH transaction must be made no later than the business day before the weekend or holiday.

It is the Petitioner's position that this document supports the contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable.

PULSE ATM FEES – NOT TAXABLE

In STAR Document 200305870L dated May 1, 2003 (Letter Ruling) Tax Policy issued the following statement (see below) which affirms that 'electronic fund transfer switching systems' are not taxable. It is the Petitioner's position that this decision supports our contention that 'electronic payment processing services' (i.e., electronic fund transfers) are not taxable. The documents states in part that:

The agency determined convenience fee, foreign ATM fee, and interchange fee are not taxable. Although STAR document, Accession No. 200206165L deals with Independent Sales Organization, the part of the memo dealing with "other ATM charges" is applicable to everyone and is also consistent with STAR document, Accession No. 9706530L.

The accounts at issue in your audit are broadly identified as "transaction fees", "connection fees", "maintenance fees" and "other fees." The schedule provides that "transaction fees" are Pulse interchange fees paid to ATM owners for the use of their machines by foreign cardholders. As noted above, interchange fees are not taxable.

CONTENTION #2 - WAIVER OF INTEREST: Petitioner requests a waiver of the Interest, becuase the audit is incorrect. Also any accrued interest due to the time taken to fix the audit should not be assessed to the Taxpayer.

CONTENTION #3 - WAIVER OF 10% PENALTY: Petitioner requests a waiver of the regular Penalty because the audit results are incorrect.

CONTENTION #4 - SETTLEMENT: Petitioner requests either a non-interest bearing payout agreement on the final Amended gross audit liability or a Lump Sum payment with waiver of penalty and interest.

FORTE PAYMENT SYSTEMS, INC.
TP#[redacted]
Sales and Use Tax Audit

June 3, 2014

Enclosed please find a Limited Power of Attorney signed by FORTE PAYMENT SYSTEMS, INC. If you have any further questions you may contact me at 281-788-5879. Thank you for your consideration of this request.

Sincerely,

Dino Marcaccio

Dino Marcaccio, President
TEXAS TAX GROUP, INC.

9950 Westpark Dr, Ste 430
Houston, Texas 77063
Cell: 281-788-5879, Fax: 877-866-4715
Email: Dino@TexasTaxGroup.com

MUNSCH HARDT
DALLAS / HOUSTON / AUSTIN

Ross Tower
500 N. Akard Street, Suite 3800
Dallas, Texas 75201-6659
Main 214.855.7500
Fax 214.855.7584
munsch.com

Direct Dial 214.855.7506
Direct Fax 214.978.4342
jdunn@Munsch.com

July 17, 2017

Ms. Kathy Pickup
Assistant General Counsel
Administrative Hearings Section
General Counsel Division
Texas Comptroller of Public Accounts
Stephen F. Austin Building
1700 N. Congress Ave., Suite 320
Austin, Texas 78701-1436

Re: Forte Payment Systems, Inc. - Taxpayer Number [redacted], Hearing No. 114,277

Dear Ms. Pickup:

Thank you again for taking time with J.D. Bostick to meet with me, Gilbert Zamora, and (by phone) Jeff Kump, at your office on June 19. Pursuant to our discussion I am providing this written summary of our position on the referenced matter.

Forte Payment Systems, Inc. ("Forte")[1] sells ACH payment processing and debit/credit card payment processing services to merchants as its core business model.[2] These services require Forte to underwrite merchants and monitor their payments for fraud and other liability risks because Forte assumes all risks associated with these payments. Skilled employees are required to operate and manage the services using proprietary software. Accordingly, the essence of these services is more than computerized compilation and production of records of transactions, maintaining information, or entering and retrieving information. These services are professional services requiring the skill and knowledge of all 117 employees (the number of Forte employees during the audit period), many of whom were also certified or accredited, and the use of proprietary software that is neither sold nor licensed to Forte's customers. As such, it is our position that Forte is not using computers to facilitate a "data processing service" and therefore its services are not subject to Texas sales tax.

The Comptroller's auditor concluded that Forte's ACH payment processing services were taxable "data processing services" as defined by Section 151.0035 of the Texas Tax Code and 34 Texas Administrative Code § 3.330(a)(1) because he saw employees entering data in computers, but he also concluded that Forte's card payment processing services were not taxable. Following the auditor's Exam 100 adjustments, the Comptroller received a request for redetermination hearing and statement of grounds from Forte submitted by the Texas Tax Group dated June 3, 2014. The statement of grounds relied on various private letter rulings in support of the position that Forte's services were not taxable data processing services. On October 16, 2014, a conference was held

[1] During the audit period (January 1, 2009 to December 31, 2012), Forte's legal name was ACH Direct, Inc. The name was changed to Forte in 2013. To avoid confusion this letter will refer to the company as Forte.

[2] Government entities are also customers of Forte, but the same risks apply to processing payments on behalf of government entities as to retail merchants.

EXHIBIT
3

between Forte (with Jeff Kump) and the Comptroller in which Mr. Kump provided additional details concerning Forte's business and services. No further response from the Comptroller was received prior to the judicial ruling in *Hegar v. CheckFree Services Corp.*, 2016 WL 1576414, Tex.App.-Hous. (14 Dist.), April 19, 2016, which held that a "bill pay service" provided by CheckFree on behalf of its bank customers was not a data processing service taxable under Texas law. The *CheckFree* decision provided additional and direct support for Forte's position that neither its ACH payment processing services nor card payment processing services were taxable data processing services under Texas law because the principles and facts of that case were directly applicable to Forte's business. This was brought to the Comptroller's attention by the Texas Tax Group.

Subsequent to the *CheckFree* case, Forte received from the Comptroller an Independent Audit Review Report ("IARR"), dated November 28, 2016. We were surprised to see that the IARR affirmed the auditor's conclusions by relying on the auditor's observation that employees were seen entering data in computers, a conclusion the Court in *CheckFree* expressly rejected as determinative. This letter will discuss Forte's business and the principles in *CheckFree* in some detail to help clarify how Forte's business falls squarely within the parameters of the *CheckFree* case.

1. **Description of Forte's ACH payment processing service.**

The ACH Network is an electronic network used in the United States for financial payments. The network processes large volumes of credit and debit entries to bank accounts in batches. ACH credit transfers include direct deposit, payroll and vendor payments. ACH debit transfers include payments made to merchants by their customers or payments of fees and taxes to governments. The ACH Network is governed by private rules enforced by the National Automated Clearinghouse Association ("NACHA") and referred to as the NACHA Operating Rules ("NACHA Rules").[3] In addition, certain federal laws such as the Electronic Fund Transfer Act (and its corresponding "Regulation E") and laws relating to the Office of Foreign Asset Control ("OFAC") routinely apply to ACH payments.

Forte operates as a "Third-Party Sender" under the NACHA Rules. A Third-Party Sender is a third party service provider that acts as an intermediary in transmitting ACH debit and credit entries on behalf of Originators (Forte's merchant customers) to the Originating Depository Financial Institution ("ODFI"), which in turn sends the entries into the ACH Network for settlement. The parties whose accounts are credited or debited are called "Receivers," and their banks are called Receiving Depository Financial Institutions ("RDFIs"). The Third-Party Sender therefore acts on behalf of Originators in sending ACH entries to its ODFI or may itself originate ACH entries and send them to its ODFI. Accordingly, merchants engage Forte to process payments that they originate and/or payments originated by their customers to make payments to the merchants. Forte is able to process the payments into the ACH Network as a consequence of its contracts with one or more ODFIs. What sets apart Third-Party Senders from other service providers is that Forte's merchant customers do not have a direct contractual relationship with the ODFI that sends their ACH entries into the ACH Network. As such, Third-Party Senders are exposed to numerous risks and liabilities that other types of payment service providers are not assuming.

To address this risk and liability, Third-Party Senders must perform mandatory due diligence and prudent underwriting when on-boarding merchants and then monitor payments for fraud and other

[3] For a copy of the NACHA Rules and further explanation of the ACH Network, see https://www.nacha.org/rules

risks throughout the payment process. This requires a highly skilled staff capable of obtaining and evaluating information about merchants before they are on-boarded as customers and then monitoring transactions after on-boarding and making prompt decisions when problems are discovered. Forte, for example, assumes substantial credit risk (i.e., Forte must use its own capital to cover chargebacks from unauthorized ACH debit transactions and unreimbursed ACH credits originated by its merchant customers), operational risk (i.e., the software technology must work properly 100% of the time, and a professional team must be constantly monitoring payments transactions), and compliance and legal risk (see below) as a Third-Party Sender. A complete description of these risks is beyond the scope of this letter, but as an example, under Subsection 2.15.2 of the NACHA Rules, a Third-Party Sender is required to warrant to its ODFI that its Originators (its merchant customers) have agreed to assume the responsibilities of an Originator under the NACHA Rules (e.g., obtaining proper payment authorizations from customers). When the merchant fails to comply, the Third-Party Sender indemnifies the ODFI from and against any and all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs that result from the violation. The Third-Party Sender is also required to make the same warranties that its ODFI makes under the NACHA Rules to the ACH Operator (the Federal Reserve) and RDFIs, and assumes liabilities under its contractual relationships with its ODFIs for all entries originated by Forte and its customers.

In addition, the NACHA Rules require each Third-Party Sender to perform the same requirements imposed on its ODFI under the NACHA Rules to the extent the Third-Party Sender performs any of those obligations, including monitoring the origination and return activity of its merchants across multiple settlement dates, enforcing restrictions on the types of entries that may be originated by the merchants, and enforcing, with respect to its merchants, exposure limits set by the Third-Party Sender or the ODFI, and warranting that it is legally able to perform those functions. In addition, the Third-Party Sender must agree to make payment to the ODFI for any credit entries it originates (regardless of whether the Third-Party Sender is reimbursed by the merchant customer who authorized the credit entries) and for any debit entries that are returned or "charged back" (regardless of whether the Third-Party Sender can recover the charged back debit from its merchant customer). The Third-Party Sender is also liable for the retention and delivery to the ODFI and each RDFI, as required by the NACHA Rules, of any records, documentation, or data regarding records of entry authorizations, copies of items, and copies of eligible source documents, even though those documents are obtained and held by the merchants. NACHA enforces the NACHA Rules with an extensive program of fines that can be assessed against ODFIs for the failures of their Third-Party Senders and Originators, all of which Forte would be required to pay through its mandatory indemnity of the ODFI when the fines are the result of merchant violations. The NACHA Rules coupled with Forte's contractual obligations with its ODFIs essentially mean that Forte assumes 100% liability for unpaid ACH credits, unreimbursed debit chargebacks, fraudulently submitted transactions by fraudulent merchants and/or customers, and NACHA fines attributable to its merchant customers regardless of whether Forte is at fault and regardless of whether Forte is able to obtain reimbursement from its customer who caused the liability.

The credit and debit card processing risks and liabilities imposed on Forte are nearly identical to the ACH risks and liabilities except that these risks and liabilities flow through the applicable card network rules (e.g., VISA and MasterCard) instead of the NACHA Rules, and from Forte's agreements with member service providers of card networks instead of ODFIs. Like the ACH payment

transactions, Forte contractually assumes 100% responsibility for fraud detection and other risks associated with card payments, including chargebacks.[4]

The liability risk has been further heightened by actions taken by the Federal Trade Commission ("FTC") and the Consumer Financial Protection Bureau ("CFPB") that attempt to hold ACH payment processors and card payment processors liable for the alleged illegal or wrongful acts of their merchant customers with respect to their business practices with their consumer customers. This liability is imposed by using broad "unfair and deceptive acts and practices" laws, in essence requiring ACH payment processors and card payment processors, like Forte, to act as "policemen" in the enforcement of consumer protection laws applicable to their merchant customers even though the same laws are not applicable to the payment processors. This controversial trend has imposed yet another layer of legal and compliance risk that requires Forte to vet and constantly monitor merchant customers and their payment transactions *even when the transactions are otherwise fully compliant with the NACHA Rules and applicable card network rules.*[5]

The broad scope of potential liability under the NACHA Rules, card network rules, federal regulatory compliance, and contractual liabilities (either to the ODFI with respect to ACH payments or member service providers in the card networks) coupled with constant vigilance with respect to software functionality, security and maintenance, requires Forte to employ professionals who understand this risk and liability and who are capable of properly underwriting prospective merchants, monitoring transactions, and performing critical software security and maintenance, fraud detection, and risk management throughout the life of the transactions. In addition, Forte's intellectual property professionals build analytical reports to aid in the discovery of anomalous payment transactions that pose technical and liability threats. These tools help alert Forte to critical decision-making that is required during the payment process when anomalous payment transactions are discovered. Forte simply could not operate this type of business without a highly skilled staff and proper software to power the business.

Although Forte made repeated efforts to fully educate the auditor, the IARR indicates a lack of sufficient knowledge or understanding of how the ACH payment processing service worked, the liabilities and responsibilities that are assumed by Forte, or how these factors were relevant to the essence of the service provided by Forte to its customers.

2. Proprietary software powers Forte's payment processing service

In reaching the conclusion that CheckFree was providing a "professional service," the Court in *CheckFree* pointed out that (a) CheckFree utilized an electronic delivery platform to facilitate the performance of its bill pay service, (b) CheckFree monitored and supported its software and hardware, and (c) the platform was not the service CheckFree sold or licensed to its customers (instead, the technology was part of the delivery platform for the service, "or the inputs that produce the service, but they are not the service"). Likewise, Forte utilizes its own proprietary software to facilitate the performance of its ACH payment and card payment processing service and constantly monitors and

[4] In 2015, MasterCard audited Forte's risk management and network rules compliance.

[5] For a discussion of these trends, see http://www.electran.org/ocp/. The CFPB has also made similar allegations against both ACH and card payment processors. See https://www.consumerfinancemonitor.com/2015/04/09/why-the-cfpbs-new-lawsuit-resembles-operation-choke-point/

supports its proprietary software. Like CheckFree, the software is not the service Forte sells or licenses, but is instead part of the delivery platform for the service.

Jeff Thorness is the owner and founder of Forte which was formed in 1998. Before founding Forte, Mr. Thorness worked as a software developer for a card payment processor where he learned about the credit card industry and was first introduced to the ACH Network. With the idea of building an ACH payment processing company that would work in the same manner credit and debit card processing companies worked, Mr. Thorness left his position with the card processing organization in 1997 and spent roughly one year to develop the proprietary software that would be used to power Forte's business. This software was used during the audit period to perform Forte's ACH payment processing and card payment processing services and internally to perform underwriting, risk management and billing functions. The software was written from the ground up by Mr. Thorness using the Clarion Programming Language and subsequently upgraded by Forte's team of software developers.

The proprietary software program is the core of Forte's ACH payment processing and card payment processing business model. As such, Forte has taken a number of steps to maintain sole ownership and control over all of its software programs through contract restrictions and physical restrictions on use and integration. The proprietary software is a trade secret. Like CheckFree, Forte does not sell or license its software to its customers – instead, like CheckFree, it provides a non-exclusive and nontransferable license to access and use the payment processing services which Forte sells. Forte's retention of ownership rights is clearly set forth in Sections 2 and 3 of its merchant processing agreement as used during the audit period. A copy of a sample form agreement used during the audit period is attached as Exhibit A to this letter.

There is no substantive factual distinction between the proprietary software used to power CheckFree's business and the proprietary software used to power Forte's business. Even though CheckFree's proprietary technology was a critical factor in the Court's conclusion that CheckFree was not providing a data processing service, the IARR never mentioned this aspect of the case or acknowledged Forte's use of proprietary software in powering its payment processing business.

3. **Forte utilizes professionals to manage and operate its ACH payment and card payment processing service**

The Court in *CheckFree* relied on the fact that CheckFree employed "professionals" to manage and operate its business, thereby resulting in the description of the service as a "professional service." The Court indicated that CheckFree employed "over 3,000 associates and professionals," but did not disclose the percentage of professionals versus associates. The Court quoted from the statement of facts to show that "CheckFree has thousands of skilled ***and/or*** certified professionals who collaborate to participate in the performance of these professional services centered around bill payment." (Emphasis added.) Thus, the Court defined a "professional" as an employee who was either certified in some capacity or skilled to perform a certain task. These employees were necessary to provide "support directly to the banks' users in cases where payments were not made as instructed," to "manage the bill pay process and make decisions at multiple stages of the bill pay process," and to provide "critical monitoring and detection of fraud, money laundering, and other financial risks, as well as compliance with complex government regulations." In addition, a special team "dealt with errors and other customer service issues that arose after bill payment occurred." The Court concluded that these

professionals were not a minor part of the bill pay service, but were instead the "secret sauce" of the service.

The opinion also stated that some of CheckFree's services required "accredited or certified professionals" to perform special tasks "across several areas including ACH processing, financial crime investigation, treasury, ant-money laundering, and accounting," but the opinion did not indicate how many professionals of CheckFree's 3,000 employees were accredited or certified, or indicate that the business was required to have a specified minimum percentage of accredited or certified employees compared to employees who were not accredited or certified. Accordingly, it was not the absolute number or percentage of professionals who were "accredited or certified" that mattered in the Court's decision that CheckFree was providing a professional service; what mattered was that the business model could not be operated or managed without skilled, certified, and/or accredited employees, all of whom were viewed as "professionals," as opposed to a service where employees merely compiled and produced records of transactions, maintained information, or entered and retrieved information into computers.[6]

Forte's employment base during the audit period was considerably smaller than CheckFree's, but Forte also faced operational, risk management and legal compliance challenges faced by CheckFree, as described above, and needed skilled employees to perform the same functions. Accordingly, Forte, like CheckFree, required a workforce of skilled, accredited, and certified employees to operate its business. During the audit period, all 117 people employed by Forte were "professionals" within the meaning of that term as used in the *CheckFree* case because all 117 had specialized training and skill sets for their jobs. In addition, of the total, 26 had certifications in their field, 5 were "Accredited ACH Professionals" (the highest accreditation possible in the ACH industry), 51 had one or more college degrees, and 9 had one or more advanced college degrees. Only a handful of employees needed to be Accredited ACH Professionals because many different skills are needed to provide support for merchants and their customers when payments are not made as instructed, to manage the payment process and make decisions at multiple stages of the process, to provide critical monitoring and detection of fraud, money laundering and other financial risks as well as compliance with complex government regulations and dealing with errors and customer service issues. In addition, as indicated above, the Court in *CheckFree* noted that "accredited or certified" employees were needed to perform only certain tasks, including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting.

Forte has prepared a chart naming each of these 117 employees, the dates of their employment, college degrees, advanced degrees, other education, certifications and accreditations, specialized training, payment industry experience, job specific experience and special skill sets required for their jobs. Forte would be happy to share this chart with the Comptroller if appropriate measures can be taken to ensure the confidentiality of the named employees.

Forte's professional employee skill-sets not only included all of the skill-sets of CheckFree's professional employees as described in the *CheckFree* opinion, but also many other specialized skills, including complex analytics; credit reviews; financial analysis; account management; "Know Your Customer" compliance; anti-money laundering compliance; coding skills; project management skills; financial audit skills; fielding customer complaints; data security; internal and external audits; software

[6] In one passage in the opinion the Court also said that CheckFree used "thousands of certified specialists," but this is not supported by the statement of facts or the excerpts of witness testimony relied upon by the Court. That assertion is highly unrealistic and improbable if total employment was 3,000 people as indicated in the opinion

design and engineering; software analysis, debugging, and testing; graphic and visual design, verification, and support; PCI compliance; security management; intellectual technology security and maintenance on servers; and training which occurs on an on-going basis.

Attached as Exhibit B to this letter is the same merchant services agreement attached as Exhibit A, except that clauses highlighted in yellow indicate examples of decision-making required at various stages of the payment processing relationship and monitoring activities, all relating to risk management. These examples are illustrative, but not exhaustive, of the types of decisions that need to be made to operate the payment processing business and manage and monitor transactions and the technology. Nearly identical decision-making is required for card payment processing because Forte faces the same fraud and financial risks associated with those payments. Like CheckFree, these skilled, certified and accredited employees were collaborating to provide a professional service as opposed to merely using computers to compile and produce records of transactions, maintain information, or enter and retrieve information. They were not a minor part of the services provided by Forte, but were the "secret sauce" of the service.

4. Activities that appear to be data processing services in isolation were incidental to facilitating the ACH payment processing and card processing service

The Court in *CheckFree* also pointed out that CheckFree prepared invoices and reports as part of its customer service, including "numerous reports for the banks containing detailed information regarding the users and payments that were processed during the reporting period." Although the Court acknowledged that these services in isolation could be labeled "data processing services," the Court noted that these services were "incidental to the bill pay service" and not the actual service. Consequently, these services did not convert CheckFree's business into a data processing service and were not taxable as data processing services. Likewise, Forte also prepared reports and other data for its customers relating to the payment transactions it processed, as incidental to the ACH payment and card processing service, but they were not the services being sold to its merchants. In addition, during the audit period some add-on products were offered to ACH customers such as account verification services and customer identification services described in Sections 5 and 6 of the merchant services agreement, but these products were optional and ancillary to ACH and card payment processing services.

5. Analysis of the IARR

The Court in *CheckFree* emphasized that the trial court "properly focused on the 'essence of the transaction' at issue, rather than simply the involvement of a computer, to determine the nature of the services CheckFree provided." The Court said the trial court was required "to determine whether CheckFree ***does something more than*** 'compiling and producing records of transactions, maintaining information, and entering and retrieving information.'" (Emphasis added.) In other words, the Comptroller was required to determine whether CheckFree was providing a professional service "facilitated by the use of a computer" rather than simply using computers in its business. The IARR did not attempt to analyze the facts under this standard and did not even mention the "essence of the transaction" requirement.

Instead of applying the "essence of the transaction" to the facts, the IARR adopted the auditor's conclusion that Forte was providing a taxable data processing service because he saw people in a "huge room" entering data in computers. As the IARR stated:

> During the field work, the auditor noticed that the taxpayer has a huge room which contained numerous computers and staff. The staff is entering data in these computers. He asserts that all of the services provided are provided via the taxpayer's computers. As such, he determined that using a computer to provide its services made the taxpayer's services taxable processing services.

The auditor's conclusion might be consistent with the Comptroller's interpretation of the Tax Code prior to *CheckFree*, but it is inapplicable after *CheckFree*. Merely entering "data" in computers as the determinative factor for a data processing service was expressly rejected by the Court in *CheckFree*. The IARR nonetheless relied on this conclusion in recommending that the auditor's adjustments remain unchanged even after purporting to acknowledge the *CheckFree* case.

There is no indication from the IARR that either the auditor or the author of the IARR had an adequate understanding of how the ACH payment or card payment processing service worked, the liabilities and responsibilities that were being assumed by Forte which required the same fraud detection, risk monitoring, and constant decision-making that CheckFree was required to assume with respect to its bill pay service, or the extent to which these services could only be performed by highly skilled professionals. Nor is there any indication that the auditor and the author of the IARR fully understood the services Forte provided.[7] This is perplexing because Forte's business model and these risks and responsibilities were explained to the auditor and many aspects of these requirements are embedded in Forte's merchant services agreement which was quoted from in the IARR itself. Anyone reading the merchant services agreement alone would have to conclude that the essence of Forte's services was not the compilation and production of records of transactions, maintenance of information, or entering and retrieving information for its customers, but was a payment processing service requiring specialized software, highly skilled personnel, and substantial risk to Forte with decision-making required at multiple stages of the service to ensure that payments were properly and timely settled (i.e., a service that was much more than compiling and maintaining records of transactions).

In addition, the IARR was misleading in describing Forte's services as "transaction processing services" that included "ACH, Credit and Debit Card processing, account verification, and customer identification to its customers," without distinguishing these services. This statement makes it appear that all four products were core services carrying equal weight, but this is not correct. The essence of Forte's business was (and remains today) ACH and card payment processing utilizing professionals to operate and manage the business. Account verification and customer identification services were optional add-on products offered to payment processing merchants (see the merchant services agreement). Only approximately less than 10% of Forte's merchants utilized the account verification service and approximately less than 0.1% of merchants (less than 25 out of approximately 25,000 merchants) utilized the customer identification service during the audit period.

In describing Forte's services, the IARR never mentioned that the essence of Forte's service is to facilitate the merchant's payments – either through the ACH Network or card payment network – or that this service could not be performed without Forte's proprietary software and professional oversight and management of the payments process. The IARR also purports to distinguish the facts in the *CheckFree* case from those applicable to Forte, but never once mentioned that the Court was citing

[7] The IARR's attempt to summarize the "flow charts," at the bottom of page 3 and top of page 4 are not correct. In addition, at the top of page 5, the IARR refers to the "CCD" Standard Entry Class Code as "credit card or debit card," but this is also inaccurate. The term "CCD" is an ACH term used to denote corporate ACH payments.

those facts in an attempt to determine the "essence" of the services CheckFree sold to its customers. Ironically, in many instances the facts quoted from the case were identical to the facts of Forte's business as explained in this letter, but instead of recognizing this similarity, the IARR inexplicably and without explanation concluded that the facts were different.

6. Credit and debit card processing

Forte's original product offering was ACH payment processing, but later added a credit card payments "gateway" function to allow its customers to accept payments either by ACH or debit/credit cards. Both services were provided during the audit period. The auditor's conclusion that Forte's card payment processing service was not taxable was correct for the same reason Forte's ACH payment processing should have been non-taxable. In the capacity of card payment processing, Forte was required (and continues to be required) to comply with card network rules and contractually assumes 100% of the liability for chargebacks and rules violations in the same manner as ACH payment processing.[8] Under its agreements, Forte also must assume the same fraud detection and risk management as Forte assumes under ACH payment processing and therefore performs the same underwriting and monitoring functions as required for ACH payments. Any unpaid chargebacks and card network fines attributable to card payments initiated by Forte's merchants or its customers are Forte's responsibility. In addition, Forte used its proprietary software to power these transactions in the same manner as ACH payments and did not sell or license that software to anyone. Thus, the "essence of the transaction" was (and is today) a professional service that utilized computers that did something much more than merely compile and produce records of transactions, maintain information, and enter and retrieve information. It was (and remains) a professional service requiring professionals to operate and manage, and therefore the service was not a taxable data processing service.

This conclusion is supported by Letter Ruling (STAR) 9012L1089F04, December 13, 1990 (the "1990 Guidance"), in which guidance was provided to a company engaged in charging monthly fees to merchants in conjunction with credit card processing services. The Comptroller determined that "credit card processing services are not included in the definition of taxable services" and therefore not taxable. The IARR quoted from the 1990 Guidance but ignored it in the IARR's recommendation. Instead the IARR relied on Hearing 35,785 (STAR 9704223H), April 7, 1997 (the "1997 Hearing"), which the IARR concluded was "directly on point" for the proposition that Forte's processing services were taxable as a data processing service. On close analysis, however, the 1997 Hearing shows just the opposite: that the claimant's sale of credit card processing services to its customers was not taxable.

The issue in the 1997 Hearing was not the taxability of credit card processing services by the claimant to its customers, but whether the claimant's outsourcing of a limited portion of those services to a subcontractor was taxable to the claimant. The claimant appeared to provide a range of card payment services to its customers similar to those provided by Forte, although it is not clear whether the claimant also assumed the same risk and liability Forte assumes in processing its card payment transactions. In contrast to Forte, which did not (and does not) subcontract any of its card payment processing services, the claimant in the 1997 Hearing subcontracted the portion of those services which involved the transmission of payment data from point of sale for the purpose of accounting for the transactions and enabling the card issuer to authorize or decline the transaction. There is no

[8] During the audit period, Forte had card payment processing agreements with Global Payments Direct, Inc. and (starting in 2012) with Vantiv. Those entities had contracts with acquirer banks who were members of the card networks (Visa and MasterCard).

indication from the 1997 Hearing transcript that the subcontractor performed anything other than a limited data collection function. The Comptroller determined that the subcontractor's "processing of credit card transactions" as described in the transcript was a taxable service to the claimant even though it was part of a nontaxable bundle of services provided by the claimant to its customers.

The IARR failed to understand that the subcontractor's services were limited to a data collection function and that Forte's services were not so limited, but instead were more analogous to the broader bundled services provided by the claimant to its customers, which were not taxable. In other words, the IARR incorrectly focused on the label applied to the "credit card processing services" provided by the subcontractor instead of the substance of those services, while ignoring the fact that the claimant's sale of the same credit card processing services to its customers was not taxable. The holding in the case is a narrow one: the claimant was not allowed to purchase the subcontractor's services tax free because it consumed those services in its business, and none of the taxes could be allocated to other states.[9] There is no indication from the 1997 Hearing that the subcontractor needed proprietary software to perform its service or that any skilled employees were required to perform its service.

It is also important to point out that the conclusion in the 1997 Hearing regarding the taxability of the subcontractor's services was not contested by the claimant and the ALJ provided no analysis or explanation for his conclusion. The claimant merely argued that the services provided by the subcontractor should not have been taxable to the claimant because the claimant resold the services to its customers without a markup or the taxes should have been allocated to other states. Accordingly, contrary to the IARR's conclusion, the 1997 Hearing is not on point except for the proposition that the claimant's credit card processing services to its client banks was ***not*** a taxable service. The Comptroller's auditor was correct in his conclusion that Forte's card payment processing service was not taxable as a data processing service.

7. Conclusion

The "essence" of the services Forte sold to its customers was not a taxable data processing service with respect to either its ACH payment processing service or card processing service. Any data entry or compilation was incidental or ancillary to the professional services purchased by Forte's customers and not the service being sold to its customers. Forte was providing a professional service facilitated by the use of computers and proprietary software that required the oversight and management of professionals working in collaboration to achieve the goal of processing ACH and card payments originated by its merchant customers and/or their customers. All of the factual elements of *CheckFree* that the Comptroller is now required to apply are satisfied here. The IARR was wrong to conclude that Forte's mere use of computers in its business meant that it was providing a data processing service; that analysis was expressly rejected by *CheckFree*.

For these reasons we respectfully request the Comptroller to (a) reverse its audit findings and the IARR's recommendations with respect to the taxability of Forte's ACH payment processing service

[9] The IARR also claimed on page 8 that that "Forte provides similar services [as those of the subcontractor] to its customers, such as verification that a customer has sufficient credit to purchase an item." This is incorrect. Forte does not and cannot verify the validity of a payment or a merchant customer's credit; only the card issuer can verify the merchant's customer credit. Neither Forte nor the subcontractor in the 1997 Hearing verified any credit. The authorization and decline process described in the 1997 Hearing transcript referred to the fact that the subcontractor was transmitting the information the card issuer would use to authorize or decline the transaction.

as a "data processing service" and (b) reaffirm that Forte's card payment processing services are not taxable as a "data processing service." Should you have any questions or need additional information please do not hesitate to contact me.

Very truly yours,

MUNSCH HARDT KOPF & HARR, PC

By: _____
Jeffrey D. Dunn

Enclosures

Exhibit A

MERCHANT SERVICES
TERMS AND CONDITIONS

1. DEFINITIONS.
Unless otherwise defined herein or in Appendix A attached hereto, all capitalized terms used in these Terms and Conditions have the meaning assigned to those terms in the current rules and regulations of the National Automated Clearing House Association ("NACHA").

2. SERVICES, USE, LICENSE.
ACH Direct, Inc. ("ACHD") and its affiliates provide verification, customer identification, credit card processing and Automated Clearing House ("ACH") services (the "Services") to ACHD's customers ("Merchant(s)") engaged in the business of selling goods or services. ACHD will provide the Services selected by Merchant on the Merchant Services Application and Agreement ("MSAA"). Subject to these Terms and Conditions, ACHD hereby grants to Merchant a non-exclusive and nontransferable license to access and use ACHD's products and services contracted for under the MSAA and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by ACHD. Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise notified by ACHD. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of ACHD's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in these Terms and Conditions or the MSAA shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP
All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to ACHD's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of ACHD, whether or not specifically recognized or perfected under applicable law. ACHD shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing ACHD products or services and/or any new programs, upgrades, modifications or enhancements developed by ACHD in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in ACHD by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to ACHD all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements. All reference to any of ACHD's service marks, trademarks, patents or copyrights, or those of ACHD's partners or vendors, shall be made in compliance with the requirements, including updates periodic updates thereto, as provided at http://www.achdirect.com/resources/trademark.asp.

4. ACH PROCESSING SERVICES.
a. Description of Services - ACHD shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network. For Debit Entries, ACHD shall first send a debit transaction through its ODFI to the ACH Network which is then forwarded to the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with ACHD's ODFI. After any applicable hold time, ACHD will submit to the end-of-day settlement process any items that have not been returned or rejected. For Credit Entries, ACHD will submit all Credit Entries to the end-of-day settlement process. ACHD shall then schedule these items to be sent through it's ODFI to the ACH Network which is then forwarded to the Receiver's account after the expiration of any applicable hold time.
b. Accepting ACH Transactions - ACHD shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. ACHD is responsible only for processing Transactions that are received by ACHD in the proper format, pre-approved by ACHD and on a timely basis.
c. Modifying ACH Transactions - At Merchant's request, ACHD will make reasonable efforts to reverse, modify, or delete an entry after it has been submitted by Merchant prior to being submitted to the ACH Network. All requests must be made in writing, signed by an individual pre-authorized by Merchant to make such requests and faxed or delivered to ACHD. Merchant agrees that ACHD will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of ACHD's failure to accomplish the requested modification or deletion before the Transaction has been submitted to the ACH Network. Further, Merchant acknowledges that once a Transaction is submitted to the ACH Network, it cannot be modified or deleted.
d. Rejecting or Returning ACH Transactions - ACHD may delay or reject any Transaction without prior notification to Merchant for any reason permitted or required under the Rules or Regulations or if, ACHD has reason to believe such Transaction is fraudulent or improperly authorized. ACHD shall have no liability to Merchant by reason of the rejection of any such Entry. ACHD shall make available to Merchant details related to the receipt of any returned or rejected Entries from the ACH Network and shall credit or charge such Entries to the end-of-day settlement process. Unless Merchant receives notification that an entry has been returned or rejected, Merchant should consider the item as paid. ACHD may, but shall have no obligation to retransmit a returned or rejected Transaction.
e. Processing Limits - ACHD may impose a cap on the dollar amount of Transactions it will process for Merchant. These limits may be changed by ACHD from time to time, upon notice to Merchant. If Merchant exceeds the established limits, ACHD may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.
f. Holding of Funds - The standard hold time of Merchant's funds for Debit and Credit Entries is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by ACHD and supporting documents. ACHD may require separate security safeguards from Merchant to support such a

reduction but is under no obligation to grant Merchant's request. Should ACHD observe any irregular Transaction or fraudulent activity by Merchant, or as required by law, ACHD reserves the right to place a longer hold time without prior written notice to Merchant.

g. **Security Deposit** - ACHD may require a security deposit or "Reserve Account" to process transactions for Merchant. The Reserve Account shall be used by ACHD to offset any returned items, charge-backs or other Merchant obligations to ACHD that ACHD is unable to collect from Merchant's Settlement account or other means as prescribed herein. Should ACHD determine that a Reserve Deposit is required, Merchant shall be provided notice in writing of the amount, which may be revised based on periodic review of Merchant's transaction volumes, amounts and return ratios resulting in a greater or lesser deposit amount. The Reserve Account may be funded, at ACHD's sole discretion, through any or all of the following:

(a) Direct payment by Merchant - At the request of ACHD, Merchant will deposit funds in the Reserve Account; (b) The proceeds of transactions processed on Merchant's behalf; or (c) The transfer by ACHD into the Reserve Account of funds withdrawn from Merchant's Settlement Account or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depositary or other financial institution. Merchant and Merchant's guarantor hereby grants ACHD a security interest in all said accounts and authorizes ACHD to make such withdrawals at such times and in such amounts as may be necessary under this Agreement. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by ACHD under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from ACHD. The Reserve funds shall be held by ACHD for a minimum of ninety (90) calendar days beyond the date of the last item processed by ACHD on Merchant's behalf. In the event ACHD has reason to believe that (1) Merchant has acted in a fraudulent manner; or (2) Merchant has not obtained proper authorization for a transaction; or (3) Merchant will not be able to meet its obligations to ACHD; or (4) that ACHD is at risk of incurring additional expenses due to Merchant's actions, ACHD may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law. The Reserve Deposit will then be returned to Merchant less any fees and/or any other amounts owed to ACHD.

h. **Settlement and Finality** - At the close of each Business Banking Day, ACHD will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, ACHD will initiate a Settlement Entry to Merchant's Settlement Account. Positive totals will result in a Credit Entry to Merchant's Settlement Account; negative totals will result in a Debit Entry to Merchant's Settlement Account. In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at ACHD's discretion.

i. **Receiver Authorization.** Merchant shall obtain authorization from Receiver prior to requesting a debit and/or credit to Receiver's account. Merchant shall retain proof of Receiver's authorization for a period of two (2) years from the termination or revocation of the authorization or for the appropriate period designated by any applicable Rules or Regulations and shall provide such proof of authorization to ACHD or its ODFI upon request. If Merchant fails to provide such proof within five (5) Business Banking Days, ACHD may impose a fine of up to $100 per occurrence. Merchant shall cease initiating Transactions to a Receiver immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver only upon receiving new authorization from Receiver.

j. **ACH Chargebacks.** Merchant will be charged a chargeback fee on a per occurrence basis, for every ACH Chargeback (defined in Appendix A) posted to Merchant's account. Additionally, ACHD will regularly monitor Merchant's chargebacks. Using limits established by NACHA as a standard for review, ACHD reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits in any given calendar month. ACHD will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services. In compliance with the Rules, Merchant authorizes ACHD to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits in any given calendar month. Merchant acknowledges ACHD's right to reimbursement of any chargebacks or returns that post to Merchant's account that ACHD is unable, for any reason, to debit from Merchant's bank account.

k. **Ceasing Activities.** Merchant shall cease initiating Transactions immediately upon receipt of any actual or constructive notice of Receiver's termination or revocation of authority. Additionally, Merchant shall not re-submit any Transaction unless it is returned for insufficient funds (R01) or uncollected funds (R09) or unless a new authorization is obtained from Receiver.

5. ACCOUNT VERIFICATION SERVICES.

If utilizing ACHD's verification and authentication services ("Verification Services"), Merchant will submit a verification transaction inquiry to ACHD. ACHD will then process the transaction and provide Merchant the results of the verification inquiry.

a. **Types of Verification Services.** Depending on the services Merchant has registered for, as well as the level of participation by the account holder's financial institution, the transaction may be processed through one or more of the following types of verification:

1) ATM*Verify*® Level I – Verify whether or not the account number inquired upon is in good standing as of the time of the inquiry, and whether or not sufficient funds exist within the specified account to cover the amount specified as part of the verification transaction.

2) ATM*Verify*® Level II – Verify the current status of the banking account as of the last reported Business Banking Day, as reported by the participating financial institution.

3) NCN*Verify*™ – Verify whether or not the account number inquired upon is currently listed in one or more national databases of check writers.

b. DISCLAIMER. None of ACHD's Verification Services can verify that the name provided by Merchant as the account holder matches the actual owner of the account number submitted by Merchant.

c. PERMISSIBLE USES. IN ADDITION TO COMPLIANCE WITH FAIR CREDIT REPORTING ACT REQUIREMENTS AS REFERRED TO IN APPENDIX B ATTACHED HERETO, MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE DATA OR THE ATMVERIFY® SERVICE TO THIRD PARTIES.

d. No Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification inquiries received from ACHD except as required by applicable law or to perform its obligations under this Agreement.

e. Representation by Merchant. Each request for data through the Verification Services shall constitute a representation, warranty and certification by Merchant that the data (I) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (II) shall be used solely for the intended use as stated by Merchant on the MSAA and that use is in compliance with the permissible uses under the FCRA and U.S. Code sections listed in these Terms and Conditions and attached Appendices; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in Appendix B to the Terms and Conditions attached hereto; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

f. Audit. Merchant agrees to cooperate fully with ACHD in conducting a review of Merchant's use of the Verification Services to verify that Merchant is using the services in compliance with this Agreement.

g. Immediate Termination. ACHD reserves the right to immediately terminate Merchant's access to the Verification Services should ACHD have reason to believe that Merchant is using the Verification Services for a purpose other than a permissible use.

6. CUSTOMER IDENTIFICATION SERVICES.

If utilizing ACHD's ID Verify Services, Merchant will submit a request to ACHD for verification of consumer information. ACHD will use its best efforts to verify the information provided by comparing that information against various national databases of consumer information records. ACHD will then provide the results of its investigation to Merchant.

a. Permissible Uses. Merchant agrees it will ONLY use this service to effectuate one or more of the following, in accordance with the Gramm-Leach-Bliley Act and 16 CFR Part 313:

1) To protect against or prevent actual or potential fraud; unauthorized transactions, claims, or other liability.

2) For required institutional risk control or for resolving consumer disputes or inquiries.

3) To persons holding a legal or beneficial interest relating to the consumer.

4) To persons acting in a fiduciary or representative capacity on behalf of the consumer.

5) To comply with Federal, State or local laws, rules and other applicable legal requirements.

6) As necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes.

b. Prohibited Business Activities. Merchant confirms that it is NOT involved in any of the following business activities:

1) Investigative companies including private investigators and detective agencies except those licensed for – and exclusively practicing, investigative work for employment purposes.

2) Bail bond companies.

3) Any company or individual listed in the EVS/ACHD Customer Alert Notifications.

4) Dating Services.

5) Internet people locator services to locate lost loves, friends, family members, or for personal reasons, such as dating.

6) Adoption search firms.

7) Diet centers.

8) Credit clinics; credit repair companies; and credit counseling firms.

9) Media agencies; news agencies; and journalists.

10) Businesses operating out of a residence except as provided by ACHD policy.

11) Any fraudulent or illegal activity, such as identity theft, harassment, stalking.

12) Any company or individual who is known to have been involved in credit fraud, or other unethical business practices.

7. RECEIVING REPORTS AND TRANSACTION FILES.

Merchant is responsible for communicating with ACHD's Host Processing System to receive daily reports and/or transaction files. ACHD is under no obligation to transmit this data to Merchant.

8. PRICING AND PAYMENT.

Merchant shall pay for all products and services according to the MSAA, and as those fees may be amended by ACHD from time to time in accordance with these Terms and Conditions. Said fees shall be due and payable by Merchant within thirty days' (30) of receipt of services unless otherwise agreed upon between the parties. Fees will differ depending on type of services and/or level of services Merchant has requested and may be modified by ACHD upon a minimum of ten (10) days' written notice to Merchant. Continued use of the Services shall be deemed acceptance of the revised fees. ACHD is authorized to obtain payment for these fees and any other amounts due under the MSAA, including late fees, by directly debiting Merchant's specified bank account(s). A $25.00 fee shall be assessed for any return of a debit processed to Merchant's account. Failure to pay any amount due to ACHD within the time period or on the terms set forth in this section shall constitute a material breach of the MSAA and these Terms and Conditions by Merchant. ACHD shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, ACHD may elect to terminate Merchant's access to the Services in accordance with Section 24 below. Further, ACHD shall have the right to offset against any

amount payable by ACHD to Merchant under any provision of these Terms and Conditions, any amounts owed ACHD by Merchant, including chargebacks or returns posted to Merchant's account, or any damages sustained by ACHD as a result of Merchant's violation, breach or non-performance of its obligations under these Terms and Conditions. In the event the funds in Merchant's designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to ACHD upon demand and through alternative means. Unless otherwise agreed upon, ACHD may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

9. TAXES.
Merchant is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Merchant's acceptance of the license granted hereunder and use of ACHD's products and services, excluding, however, any taxes payable by ACHD as a result of income earned by ACHD hereunder. Merchant shall reimburse ACHD should ACHD be charged for any tax obligation of Merchant. Merchant shall hold ACHD harmless from all claims and liability arising from Merchant's failure to report or pay such taxes.

10. NSF FEE REBATE PROGRAM.
Merchant may request that ACHD collect the NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for Insufficient Funds (NSF) or Uncollected Funds. ACHD shall rebate Merchant a percentage of any such funds collected from Receiver, as established on the MSAA.

11. INVESTIGATIVE REPORT.
Merchant is on notice that an Investigative or Consumer Report may be made in connection with the MSAA. Merchant authorizes ACHD or any Credit Bureau or any Credit Reporting Agency employed by ACHD or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the MSAA or for the purpose of obtaining services from ACHD. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the MSAA.

12. VOLUME AND FINANCIAL RE-EVALUATION.
ACHD reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of ACHD's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount, applicable discount fees or termination of the agreement between Merchant and ACHD in accordance with these Terms and Conditions.

13. CONFIDENTIALITY
Merchant acknowledges that the products, services and information relating to ACHD's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to ACHD (the "Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to ACHD. As such, if ACHD becomes aware of Merchant's breach or threatened breach of this Section 13, ACHD may suspend any and all rights granted to Merchant under the MSAA and these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to ACHD.

14 REPRESENTATIONS AND WARRANTIES.
a. ACHD's Representations and Warranties. ACHD represents and warrants to Merchant that:

1) ACHD's agreement to perform the Services hereunder does not violate any agreement or obligation between ACHD and any third party.

2) To the best of ACHD's knowledge, none of the products or services being provided to Merchant under the MSAA will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

3) To the best of ACHD's knowledge, none of its products or services violates any international, federal, state, or local law or regulation.

4) When executed and delivered by ACHD, the agreement with Merchant will constitute the legal, valid, and binding obligation of ACHD, enforceable in accordance with its terms.

b. Merchant's Representations and Warranties. Merchant understands and agrees that ACHD's ODFI is a third party beneficiary of Merchant's representations and warranties herein. Merchant represents and warrants to ACHD that:

1) Merchant's agreement to license ACHD's products and services and to engage ACHD to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party.

2) To the best of Merchant's knowledge, neither any information delivered by Merchant to ACHD in support of the MSAA and these Terms and Conditions nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

3) None of the activities for which Merchant has engaged the services of ACHD shall violate any international, federal, state, or local law or regulation. Neither Merchant nor any of its affiliates will use the ACHD products and/or services for (i) any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including

without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations.

4) When executed and delivered by Merchant, the agreement with ACHD will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.

5) If applicable, Merchant represents and warrants that with respect to all ACH Transactions originated by ACHD on behalf of Merchant that (i) each Receiver has authorized the debiting and/or crediting of its account (ii) each Transaction is for an amount agreed by the Receiver and (iii) each Transaction is in all other respects properly authorized (iv) Merchant shall provide proof of authorization for any Transaction to ACHD upon request within five (5) Business Banking Days.

15. INDEMNIFICATION.
Each party bears all responsibility for its own employees' actions while in that party's employ. Each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from any material breach of this Agreement. Merchant shall indemnify and hold harmless ACHD and its officers, directors, employees, and agents from and against any and all claims, demands actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of Merchant's representations and warranties contained herein, (ii) any alleged violation by Merchant of any applicable law, Rule or Regulation, or (iii) any action of Merchant, it's agents or employees in connection with any Transaction subject to these Terms and Conditions. Further Merchant acknowledges that ACHD may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name. Merchant shall indemnify ACHD for any losses, liabilities, costs or expenses ACHD or any third party suffers or incurs as a result of an incorrect account or other identification. All disputes between Merchant and its Receiver(s) relating to any Transaction will be settled by and between Merchant and Receiver. All disputes between Merchant and a third party related to the processing of a credit card transaction, unless directly caused by ACHD's Payments*Gateway*, will be settled by and between Merchant and the credit card processor or other third party. Merchant agrees that ACHD bears no responsibility or involvement in any such dispute.

16. LEGAL AND REGULATORY COMPLIANCE.
Each party is solely responsible for ensuring that its policies and procedures meet the requirements of the Rules and Regulations, including Merchant's requirements under the Rules provisions for self-auditing. ACHD bears no responsibility for any lack of compliance with these Rules and Regulations by Merchant and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees not to initiate entries that violate the laws of the United States, including but not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is Merchant's responsibility to obtain information regarding OFAC enforced sanctions. Merchant may obtain further information from the OFAC Compliance Hotline at (800) 540-OFAC.

17. RULES AND REGULATIONS VIOLATIONS.
Merchant shall reimburse ACHD for any fines or loss of funds imposed on ACHD for any violation of the Rules or Regulations by Merchant. ACHD shall provide Merchant written notice of any such fine. In the event Merchant fails to comply with this remedy within thirty (30) days' of notice, Merchant shall be assessed a fee of $100.00 per item in violation of the Rules or Regulations, in addition to any fees imposed by NACHA, ODFI or any other governmental or legal authority. Assessment of such additional fee will in no way limit ACHD's right to pursue action under Section 4j above, or to obtain other remedies available under applicable law.

18. LIMITS OF LIABILITY.
a. Errors of Others - ACHD shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which ACHD may receive or transmit information, and no such entity shall be deemed an agent of ACHD.
b. Damages Waiver – Neither party shall be liable to the other or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the MSAA and these Terms and Conditions, whether or not (i) any claim for these damages is based on tort or contract; or (ii) the other party knew or should have known the likelihood of such damages occurring under the circumstances. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees. ACHD's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid by Merchant to ACHD during the three-month period preceding the origination of the claim giving rise to liability. No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.
c. ODFI Liability - Merchant understands and agrees that ACHD has full and exclusive power to provide ODFI with directions on Merchant's behalf. ODFI has no liability whatsoever for ACHD's acts, omissions or representations and is not responsible for any loss caused by ACHD. ACHD is not an agent of ODFI and has no authority to act or make commitments on behalf of ODFI. ODFI will not be monitoring ACHD's transactions in respect of Merchant's funds. All Merchant complaints and claims arising out of the MSAA shall be made solely to ACHD. IN NO EVENT SHALL ODFI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR

EXEMPLARY DAMAGES, NOR SHALL ODFI HAVE LIABILITY IN ANY EVENT IN EXCESS OF THE FEES IT RECEIVES FOR HANDLING MERCHANT'S TRANSACTIONS. Merchant agrees that these limitations are reasonable given the fact that no compensation is being paid to ODFI by Merchant.

19. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS

Merchant shall regularly and promptly review all Transactions and other communications from ACHD and shall immediately notify ACHD upon discovery of any and all discrepancies between Merchant's records and those provided by ACHD, the ODFI or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization. Upon notification by Merchant, ACHD will use its best efforts to reverse the Transaction notified of. However, Merchant acknowledges that the Transaction may have progressed beyond ACHD's ability to control by the time of such notice and under such circumstances, Merchant accepts full responsibility for all losses, liabilities, costs or expenses Merchant, ACHD or any third party suffers or incurs as a result of ACHD's inability to reverse the transaction.

20. ACHD SERVICE POLICY.

Merchant acknowledges and understands that ACHD does not warrant that the Services will be uninterrupted or error free and that ACHD may occasionally experience delays or outages due to disruptions that are not within ACHD's control. Any such interruption shall not be considered a breach of the MSAA by ACHD. ACHD shall use its best efforts to remedy any such interruption in service as quickly as possible.

21. USAGE.

a. **Use Restricted to Lawful Purpose.** Merchant agrees to use the Services solely for lawful purposes. Merchant agrees that it will not transmit any material through ACHD's Payments*Gateway* in violation of any Federal, State or foreign law, including but not limited to, copyrighted material, material legally judged to be threatening, obscene, or material protected by trade secret laws. ACHD reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security breach. Merchant agrees that ACHD, at its discretion, may remove objectionable materials residing on ACHDs servers. ACHD shall use its discretion to define what constitutes objectionable material. ACHD reserves the right to terminate Services to Merchant should ACHD deem Merchant's use of the Services are for an unlawful purpose. In the event of such an occurrence, ACHD shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

b. **Proper Usage.** Merchant agrees to comply with the reasonable and acceptable use policies, rules, regulations, terms and conditions of any networks accessed by Merchant through ACHD's Services. ACHD reserves the right to deny access to, or close any account(s) which, in ACHD's opinion, is (are) causing or may cause, harm to or negatively affect an ACHD server or the server of a third party. In the event of such an occurrence, ACHD shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

22. DISCLAIMER OF WARRANTIES.

Except as otherwise specifically provided herein, ACHD's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, ACHD expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the ACHD products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the ACHD products or services, whether made by employees of ACHD or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by ACHD for any purpose, or give rise to any liability of ACHD whatsoever.

23. FORCE MAJEURE.

Neither party shall be liable for, or be considered in breach of or default under the MSAA on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

24. TERM AND TERMINATION.

The MSAA shall have an initial term of one (1) year from and after the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides thirty (30) days' written notice of termination to the other party. Merchant agrees and acknowledges that should the MSAA be terminated for any reason prior to the expiration of the initial term of one (1) year, Merchant shall be assessed an early termination fee of $99.00, payable to ACHD along with any and all other financial obligations due ACHD in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate without cause within the first 30 calendar days of the initial term. ACHD may immediately terminate the MSAA without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if ACHD reasonably determines that Merchant has violated any term, condition, covenant, or warranty of the MSAA or Terms and Conditions; (iii) if ACHD determines in its sole discretion that Merchant has abused its privileges under the MSAA; or (iv) ACHD determines that the type of business in which Merchant is engaged is or becomes an industry or business that ACHD is prohibited from providing its services to. Upon the effective date of termination of the MSAA, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such

termination) shall survive termination. Promptly upon termination of the MSAA for any reason, Merchant shall return or destroy, as requested by ACHD, all materials pertaining to the Services, including all copies thereof.

25. AMENDMENT OR MODIFICATION OF TERMS.
Unless otherwise provided for in these Terms and Conditions, ACHD reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after receipt of such notice shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by ACHD, by reason of any applicable Rule or Regulation.

26. ASSIGNMENT.
The rights granted under the MSAA and these Terms and Conditions are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of ACHD, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with ACHD and grounds for termination of the MSAA. ACHD may assign its rights and obligations under the MSAA without the approval of Merchant, but shall provide notice of such assignment to Merchant.

27. NOTICE.
Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

28. LEGAL FEES.
In the event of any dispute arising out of or related to the MSAA or these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery.

29. GENERAL PROVISIONS.
The agreement between the parties hereto shall be binding on the parties only upon execution of the MSAA by an authorized representative of both parties. The MSAA shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the MSAA or these Terms and Conditions. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties. The MSAA along with these Terms and Conditions constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. The MSAA may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

30. MERCHANT AUTHORIZATION.
The MSAA and these Terms and Conditions become an effective agreement when signed by an authorized representative(s) of Merchant and ACHD. Further, Merchant agrees to notify ACHD of any important changes in the information provided in the MSAA or any attachments thereto. Merchant acknowledges notification that all payments by check will be converted to an ACH payment and electronically deposited to ACHD's bank account. If any payment is returned unpaid Merchant authorizes ACHD to electronically debit the item and an additional $25.00 processing fee from Merchant's account provided in the MSAA.

APPENDIX A
DEFINITIONS

Account Maintenance - A fee assessed to a Merchant for changing the settlement bank account from the existing bank account to a different bank account. This fee covers the costs associated with verifying the new account.

ACH Network - Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

ACH Transactions - All Entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.

Affiliate - a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

ACH Chargeback - Any ACH item which is returned designated with the following return codes: R05, R07, R10, R29 and R51.

Business Banking Day - Monday through Friday excluding banking holidays.

Credit Entry - An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry - An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Excessive Returns - Any merchant with more than the defined percentage of returns in a single billing cycle (calendar month), will be assessed an additional fee per returned item.

NACHA - National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

Operating Rules (the "Rules") - the operational rules established by NACHA which govern all transactions and parties utilizing the ACH Network.

ODFI - Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through ACHD and then forwards these Transactions (defined below) to the ACH Network.

Originator - A Merchant who has contracted with ACHD to initiate ACH entries, on their behalf, to the ACH Network.

RDFI - Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Recall - Similar to a Reversal (see below) but used for recovery of a transaction beyond the four banking day timeframe.

Receivers - An organization or individual consumer that has authorized Merchant to initiate an ACH Transaction to an account they maintain with a financial institution (RDFI).

Regulations - All federal, state and local regulations that govern Internet business, consumer information, credit card transactions and Transactions (as defined below), including but not limited to the FCRA, federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, and Driver's Privacy Protection Act.

Returned Entries - Any Transaction returned or rejected by ACHD, ODFI or RDFI.

Reversal - A request made to the RDFI within four days of effective entry date for return of a duplicate or erroneous entry that has already been introduced into the ACH system.

Settlement Account - An account established and maintained by Merchant with a financial institution through which the deposit of funds for Debit Entries and the extractions of funds for Credit Entries are made.

Settlement Entry - a Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by ACHD at the end of each Business Banking Day.

Transactions - Any transfer of data or information from Merchant to ACHD in a format pre-approved by ACHD, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.

WSUPP - Written Statement Under Penalty of Perjury - A written statement obtained by the RDFI from the consumer prior to initiating a return for an entry that the consumer claims is unauthorized, ineligible or improper or for which the authorization has been revoked.

APPENDIX B
FAIR CREDIT REPORTING ACT REQUIREMENTS

1. The following is a list of permissible uses for the data received through ACH Direct's Verification and Authentication Services (the "Services") in accordance with section 604(a) of the Fair Credit Reporting Act ("FCRA"):

1) In response to a court order or Federal grand jury;
2) In accordance with the written instructions of the consumer to whom the information relates;
3) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer;
4) For employment purposes;
5) In connection with the underwriting of insurance involving the consumer;
6) To determine the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status;
7) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation;
8) Otherwise having a legitimate business need for the information, including:
   a) in connection with a business transaction that is initiated by the consumer;
   b) to review an account to determine whether the consumer continues to meet the terms of the account.
9) For use by state and local officials in connection with the determination of child support payments, modifications or enforcement thereof.

2. Representations by Merchant. Each request for data through the Services shall constitute a representation, warranty and certification by Merchant that the data (a) shall be used and disclosed only in accordance with the provisions of the MSAA, the Terms and Conditions and this Appendix B, and in accordance with any applicable Rules or laws; and (b) shall be used solely for the intended use as provided in the MSAA. ACHD reserves the right to immediately terminate Merchant's access to the Services should ACHD have reason to believe that Merchant is using the Services for a purpose other than a permissible use as provided for in Section 5 and 6 of the Terms and Conditions and this Appendix B. Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

3. In compliance with FCRA requirements, Merchant is hereby instructed to provide to any and all customers whose payments are declined by Merchant based upon information received from ACHD, a means through which the customer may investigate and challenge non-acceptance of the payment. Merchant shall provide a notice of such procedure to its declined customers in writing, in a form substantially similar to the following:

> "We regret to inform you that we were unable to accept your payment based on financial account information received from the below named company:
>
> ACH Direct, Inc.
> 500 W. Bethany Drive, Suite 200
> Allen, Texas 75013
> 866-290-5400, Option 1 or ask for Customer Service - Verification Services
>
> You have the right to be told the nature of the financial account information that was provided by this company upon making a written request to the company at the contact information provided above within sixty (60) days of receipt of this notification. "

Exhibit B

1. DEFINITIONS.
Unless otherwise defined herein or in Appendix A attached hereto, all capitalized terms used in these Terms and Conditions have the meaning assigned to those terms in the current rules and regulations of the National Automated Clearing House Association ("NACHA").

2. SERVICES, USE, LICENSE.
ACH Direct, Inc. ("ACHD") and its affiliates provide verification, customer identification, credit card processing and Automated Clearing House ("ACH") services (the "Services") to ACHD's customers ("Merchant(s)") engaged in the business of selling goods or services. ACHD will provide the Services selected by Merchant on the Merchant Services Application and Agreement ("MSAA"). Subject to these Terms and Conditions, ACHD hereby grants to Merchant a non-exclusive and nontransferable license to access and use ACHD's products and services contracted for under the MSAA and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by ACHD. Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise notified by ACHD. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of ACHD's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in these Terms and Conditions or the MSAA shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP
All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to ACHD's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of ACHD, whether or not specifically recognized or perfected under applicable law. ACHD shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing ACHD products or services and/or any new programs, upgrades, modifications or enhancements developed by ACHD in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in ACHD by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to ACHD all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements. All reference to any of ACHD's service marks, trademarks, patents or copyrights, or those of ACHD's partners or vendors, shall be made in compliance with the requirements, including updates periodic updates thereto, as provided at http://www.achdirect.com/resources/trademark.asp.

4. ACH PROCESSING SERVICES.
a. Description of Services - ACHD shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network. For Debit Entries, ACHD shall first send a debit transaction through its ODFI to the ACH Network which is then forwarded to the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with ACHD's ODFI. After any applicable hold time, ACHD will submit to the end-of-day settlement process any items that have not been returned or rejected. For Credit Entries, ACHD will submit all Credit Entries to the end-of-day settlement process. ACHD shall then schedule these items to be sent through it's ODFI to the ACH Network which is then forwarded to the Receiver's account after the expiration of any applicable hold time.
b. Accepting ACH Transactions - ACHD shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. ACHD is responsible only for processing Transactions that are received by ACHD in the proper format, pre-approved by ACHD and on a timely basis.
c. Modifying ACH Transactions - At Merchant's request, ACHD will make reasonable efforts to reverse, modify, or delete an entry after it has been submitted by Merchant prior to being submitted to the ACH Network. All requests must be made in writing, signed by an individual pre-authorized by Merchant to make such requests and faxed or delivered to ACHD. Merchant agrees that ACHD will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of ACHD's failure to accomplish the requested modification or deletion before the Transaction has been submitted to the ACH Network. Further, Merchant acknowledges that once a Transaction is submitted to the ACH Network, it cannot be modified or deleted.
d. Rejecting or Returning ACH Transactions - ACHD may delay or reject any Transaction without prior notification to Merchant for any reason permitted or required under the Rules or Regulations or if, ACHD has reason to believe such Transaction is fraudulent or improperly authorized. ACHD shall have no liability to Merchant by reason of the rejection of any such Entry. ACHD shall make available to Merchant details related to the receipt of any returned or rejected Entries from the ACH Network and shall credit or charge such Entries to the end-of-day settlement process. Unless Merchant receives notification that an entry has been returned or rejected, Merchant should consider the item as paid. ACHD may, but shall have no obligation to retransmit a returned or rejected Transaction.
e. Processing Limits - ACHD may impose a cap on the dollar amount of Transactions it will process for Merchant. These limits may be changed by ACHD from time to time, upon notice to Merchant. If Merchant exceeds the established limits, ACHD may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.
f. Holding of Funds - The standard hold time of Merchant's funds for Debit and Credit Entries is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by ACHD and supporting documents. ACHD may require separate security safeguards from Merchant to support such a

reduction but is under no obligation to grant Merchant's request. Should ACHD observe any irregular Transaction or fraudulent activity by Merchant, or as required by law, ACHD reserves the right to place a longer hold time without prior written notice to Merchant.

g. Security Deposit - ACHD may require a security deposit or "Reserve Account" to process transactions for Merchant. The Reserve Account shall be used by ACHD to offset any returned items, charge-backs or other Merchant obligations to ACHD that ACHD is unable to collect from Merchant's Settlement account or other means as prescribed herein. Should ACHD determine that a Reserve Deposit is required, Merchant shall be provided notice in writing of the amount, which may be revised based on periodic review of Merchant's transaction volumes, amounts and return ratios resulting in a greater or lesser deposit amount. The Reserve Account may be funded, at ACHD's sole discretion, through any or all of the following:

(a) Direct payment by Merchant - At the request of ACHD, Merchant will deposit funds in the Reserve Account; (b) The proceeds of transactions processed on Merchant's behalf; or (c) The transfer by ACHD into the Reserve Account of funds withdrawn from Merchant's Settlement Account or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depositary or other financial institution. Merchant and Merchant's guarantor hereby grants ACHD a security interest in all said accounts and authorizes ACHD to make such withdrawals at such times and in such amounts as may be necessary under this Agreement. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by ACHD under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from ACHD. The Reserve funds shall be held by ACHD for a minimum of ninety (90) calendar days beyond the date of the last item processed by ACHD on Merchant's behalf. In the event ACHD has reason to believe that (1) Merchant has acted in a fraudulent manner; or (2) Merchant has not obtained proper authorization for a transaction; or (3) Merchant will not be able to meet its obligations to ACHD; or (4) that ACHD is at risk of incurring additional expenses due to Merchant's actions, ACHD may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law. The Reserve Deposit will then be returned to Merchant less any fees and/or any other amounts owed to ACHD.

h. Settlement and Finality - At the close of each Business Banking Day, ACHD will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, ACHD will initiate a Settlement Entry to Merchant's Settlement Account. Positive totals will result in a Credit Entry to Merchant's Settlement Account; negative totals will result in a Debit Entry to Merchant's Settlement Account. In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at ACHD's discretion.

i. Receiver Authorization. Merchant shall obtain authorization from Receiver prior to requesting a debit and/or credit to Receiver's account. Merchant shall retain proof of Receiver's authorization for a period of two (2) years from the termination or revocation of the authorization or for the appropriate period designated by any applicable Rules or Regulations and shall provide such proof of authorization to ACHD or its ODFI upon request. If Merchant fails to provide such proof within five (5) Business Banking Days, ACHD may impose a fine of up to $100 per occurrence. Merchant shall cease initiating Transactions to a Receiver immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver only upon receiving new authorization from Receiver.

j. ACH Chargebacks. Merchant will be charged a chargeback fee on a per occurrence basis, for every ACH Chargeback (defined in Appendix A) posted to Merchant's account. Additionally, ACHD will regularly monitor Merchant's chargebacks. Using limits established by NACHA as a standard for review, ACHD reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits in any given calendar month. ACHD will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services. In compliance with the Rules, Merchant authorizes ACHD to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits in any given calendar month. Merchant acknowledges ACHD's right to reimbursement of any chargebacks or returns that post to Merchant's account that ACHD is unable, for any reason, to debit from Merchant's bank account.

k. Ceasing Activities. Merchant shall cease initiating Transactions immediately upon receipt of any actual or constructive notice of Receiver's termination or revocation of authority. Additionally, Merchant shall not re-submit any Transaction unless it is returned for insufficient funds (R01) or uncollected funds (R09) or unless a new authorization is obtained from Receiver.

5. ACCOUNT VERIFICATION SERVICES.

If utilizing ACHD's verification and authentication services ("Verification Services"), Merchant will submit a verification transaction inquiry to ACHD. ACHD will then process the transaction and provide Merchant the results of the verification inquiry.

a. Types of Verification Services. Depending on the services Merchant has registered for, as well as the level of participation by the account holder's financial institution, the transaction may be processed through one or more of the following types of verification:

1) ATM*Verify*® Level I - Verify whether or not the account number inquired upon is in good standing as of the time of the inquiry, and whether or not sufficient funds exist within the specified account to cover the amount specified as part of the verification transaction.

2) ATM*Verify*® Level II - Verify the current status of the banking account as of the last reported Business Banking Day, as reported by the participating financial institution.

3) NCN*Verify*™ – Verify whether or not the account number inquired upon is currently listed in one or more national databases of check writers.

b. DISCLAIMER. None of ACHD's Verification Services can verify that the name provided by Merchant as the account holder matches the actual owner of the account number submitted by Merchant.

c. PERMISSIBLE USES. IN ADDITION TO COMPLIANCE WITH FAIR CREDIT REPORTING ACT REQUIREMENTS AS REFERRED TO IN APPENDIX B ATTACHED HERETO, MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE DATA OR THE ATMVERIFY® SERVICE TO THIRD PARTIES.

d. No Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification inquiries received from ACHD except as required by applicable law or to perform its obligations under this Agreement.

e. Representation by Merchant. Each request for data through the Verification Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSAA and that use is in compliance with the permissible uses under the FCRA and U.S. Code sections listed in these Terms and Conditions and attached Appendices; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in Appendix B to the Terms and Conditions attached hereto; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

f. Audit. Merchant agrees to cooperate fully with ACHD in conducting a review of Merchant's use of the Verification Services to verify that Merchant is using the services in compliance with this Agreement.

g. Immediate Termination. ACHD reserves the right to immediately terminate Merchant's access to the Verification Services should ACHD have reason to believe that Merchant is using the Verification Services for a purpose other than a permissible use.

6. CUSTOMER IDENTIFICATION SERVICES.

If utilizing ACHD's ID Verify Services, Merchant will submit a request to ACHD for verification of consumer information. ACHD will use its best efforts to verify the information provided by comparing that information against various national databases of consumer information records. ACHD will then provide the results of its investigation to Merchant.

a. Permissible Uses. Merchant agrees it will ONLY use this service to effectuate one or more of the following, in accordance with the Gramm-Leach-Bliley Act and 16 CFR Part 313:

1) To protect against or prevent actual or potential fraud; unauthorized transactions, claims, or other liability.

2) For required institutional risk control or for resolving consumer disputes or inquiries.

3) To persons holding a legal or beneficial interest relating to the consumer.

4) To persons acting in a fiduciary or representative capacity on behalf of the consumer.

5) To comply with Federal, State or local laws, rules and other applicable legal requirements.

6) As necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes.

b. Prohibited Business Activities. Merchant confirms that it is NOT involved in any of the following business activities:

1) Investigative companies including private investigators and detective agencies except those licensed for – and exclusively practicing, investigative work for employment purposes.

2) Bail bond companies.

3) Any company or individual listed in the EVS/ACHD Customer Alert Notifications.

4) Dating Services.

5) Internet people locator services to locate lost loves, friends, family members, or for personal reasons, such as dating.

6) Adoption search firms.

7) Diet centers.

8) Credit clinics; credit repair companies; and credit counseling firms.

9) Media agencies; news agencies; and journalists.

10) Businesses operating out of a residence except as provided by ACHD policy.

11) Any fraudulent or illegal activity, such as identity theft, harassment, stalking.

12) Any company or individual who is known to have been involved in credit fraud, or other unethical business practices.

7. RECEIVING REPORTS AND TRANSACTION FILES.

Merchant is responsible for communicating with ACHD's Host Processing System to receive daily reports and/or transaction files. ACHD is under no obligation to transmit this data to Merchant.

8. PRICING AND PAYMENT.

Merchant shall pay for all products and services according to the MSAA, and as those fees may be amended by ACHD from time to time in accordance with these Terms and Conditions. Said fees shall be due and payable by Merchant within thirty days' (30) of receipt of services unless otherwise agreed upon between the parties. Fees will differ depending on type of services and/or level of services Merchant has requested and may be modified by ACHD upon a minimum of ten (10) days' written notice to Merchant. Continued use of the Services shall be deemed acceptance of the revised fees. ACHD is authorized to obtain payment for these fees and any other amounts due under the MSAA, including late fees, by directly debiting Merchant's specified bank account(s). A $25.00 fee shall be assessed for any return of a debit processed to Merchant's account. Failure to pay any amount due to ACHD within the time period or on the terms set forth in this section shall constitute a material breach of the MSAA and these Terms and Conditions by Merchant. ACHD shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, ACHD may elect to terminate Merchant's access to the Services in accordance with Section 24 below. Further, ACHD shall have the right to offset against any

amount payable by ACHD to Merchant under any provision of these Terms and Conditions, any amounts owed ACHD by Merchant, including chargebacks or returns posted to Merchant's account, or any damages sustained by ACHD as a result of Merchant's violation, breach or non-performance of its obligations under these Terms and Conditions. In the event the funds in Merchant's designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to ACHD upon demand and through alternative means. Unless otherwise agreed upon, ACHD may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

9. TAXES.
Merchant is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Merchant's acceptance of the license granted hereunder and use of ACHD's products and services, excluding, however, any taxes payable by ACHD as a result of income earned by ACHD hereunder. Merchant shall reimburse ACHD should ACHD be charged for any tax obligation of Merchant. Merchant shall hold ACHD harmless from all claims and liability arising from Merchant's failure to report or pay such taxes.

10. NSF FEE REBATE PROGRAM.
Merchant may request that ACHD collect the NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for Insufficient Funds (NSF) or Uncollected Funds. ACHD shall rebate Merchant a percentage of any such funds collected from Receiver, as established on the MSAA.

11. INVESTIGATIVE REPORT.
Merchant is on notice that an investigative or Consumer Report may be made in connection with the MSAA. Merchant authorizes ACHD or any Credit Bureau or any Credit Reporting Agency employed by ACHD or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the MSAA or for the purpose of obtaining services from ACHD. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the MSAA.

12. VOLUME AND FINANCIAL RE-EVALUATION.
ACHD reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of ACHD's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount, applicable discount fees or termination of the agreement between Merchant and ACHD in accordance with these Terms and Conditions.

13. CONFIDENTIALITY
Merchant acknowledges that the products, services and information relating to ACHD's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to ACHD (the "Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to ACHD. As such, if ACHD becomes aware of Merchant's breach or threatened breach of this Section 13, ACHD may suspend any and all rights granted to Merchant under the MSAA and these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to ACHD.

14 REPRESENTATIONS AND WARRANTIES.
a. ACHD's Representations and Warranties. ACHD represents and warrants to Merchant that:

1) ACHD's agreement to perform the Services hereunder does not violate any agreement or obligation between ACHD and any third party.

2) To the best of ACHD's knowledge, none of the products or services being provided to Merchant under the MSAA will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

3) To the best of ACHD's knowledge, none of its products or services violates any international, federal, state, or local law or regulation.

4) When executed and delivered by ACHD, the agreement with Merchant will constitute the legal, valid, and binding obligation of ACHD, enforceable in accordance with its terms.

b. Merchant's Representations and Warranties. Merchant understands and agrees that ACHD's ODFI is a third party beneficiary of Merchant's representations and warranties herein. Merchant represents and warrants to ACHD that:

1) Merchant's agreement to license ACHD's products and services and to engage ACHD to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party.

2) To the best of Merchant's knowledge, neither any information delivered by Merchant to ACHD in support of the MSAA and these Terms and Conditions nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

3) None of the activities for which Merchant has engaged the services of ACHD shall violate any international, federal, state, or local law or regulation. Neither Merchant nor any of its affiliates will use the ACHD products and/or services for (i) any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including

without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations.

4) When executed and delivered by Merchant, the agreement with ACHD will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.

5) If applicable, Merchant represents and warrants that with respect to all ACH Transactions originated by ACHD on behalf of Merchant that (i) each Receiver has authorized the debiting and/or crediting of its account (ii) each Transaction is for an amount agreed by the Receiver and (iii) each Transaction is in all other respects properly authorized (iv) Merchant shall provide proof of authorization for any Transaction to ACHD upon request within five (5) Business Banking Days.

15. INDEMNIFICATION.
Each party bears all responsibility for its own employees' actions while in that party's employ. Each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from any material breach of this Agreement. Merchant shall indemnify and hold harmless ACHD and its officers, directors, employees, and agents from and against any and all claims, demands actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of Merchant's representations and warranties contained herein, (ii) any alleged violation by Merchant of any applicable law, Rule or Regulation, or (iii) any action of Merchant, it's agents or employees in connection with any Transaction subject to these Terms and Conditions. Further Merchant acknowledges that ACHD may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name. Merchant shall indemnify ACHD for any losses, liabilities, costs or expenses ACHD or any third party suffers or incurs as a result of an incorrect account or other identification. All disputes between Merchant and its Receiver(s) relating to any Transaction will be settled by and between Merchant and Receiver. All disputes between Merchant and a third party related to the processing of a credit card transaction, unless directly caused by ACHD's Payments*Gateway*, will be settled by and between Merchant and the credit card processor or other third party. Merchant agrees that ACHD bears no responsibility or involvement in any such dispute.

16. LEGAL AND REGULATORY COMPLIANCE.
Each party is solely responsible for ensuring that its policies and procedures meet the requirements of the Rules and Regulations, including Merchant's requirements under the Rules provisions for self-auditing. ACHD bears no responsibility for any lack of compliance with these Rules and Regulations by Merchant and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees not to initiate entries that violate the laws of the United States, including but not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is Merchant's responsibility to obtain information regarding OFAC enforced sanctions. Merchant may obtain further information from the OFAC Compliance Hotline at (800) 540-OFAC.

17. RULES AND REGULATIONS VIOLATIONS.
Merchant shall reimburse ACHD for any fines or loss of funds imposed on ACHD for any violation of the Rules or Regulations by Merchant. ACHD shall provide Merchant written notice of any such fine. In the event Merchant fails to comply with this remedy within thirty (30) days' of notice, Merchant shall be assessed a fee of $100.00 per item in violation of the Rules or Regulations, in addition to any fees imposed by NACHA, ODFI or any other governmental or legal authority. Assessment of such additional fee will in no way limit ACHD's right to pursue action under Section 4j above, or to obtain other remedies available under applicable law.

18. LIMITS OF LIABILITY.
a. Errors of Others - ACHD shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which ACHD may receive or transmit information, and no such entity shall be deemed an agent of ACHD.
b. Damages Waiver – Neither party shall be liable to the other or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the MSAA and these Terms and Conditions, whether or not (i) any claim for these damages is based on tort or contract; or (ii) the other party knew or should have known the likelihood of such damages occurring under the circumstances. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees. ACHD's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid by Merchant to ACHD during the three-month period preceding the origination of the claim giving rise to liability. No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.
c. ODFI Liability - Merchant understands and agrees that ACHD has full and exclusive power to provide ODFI with directions on Merchant's behalf. ODFI has no liability whatsoever for ACHD's acts, omissions or representations and is not responsible for any loss caused by ACHD. ACHD is not an agent of ODFI and has no authority to act or make commitments on behalf of ODFI. ODFI will not be monitoring ACHD's transactions in respect of Merchant's funds. All Merchant complaints and claims arising out of the MSAA shall be made solely to ACHD. IN NO EVENT SHALL ODFI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR

EXEMPLARY DAMAGES, NOR SHALL ODFI HAVE LIABILITY IN ANY EVENT IN EXCESS OF THE FEES IT RECEIVES FOR HANDLING MERCHANT'S TRANSACTIONS. Merchant agrees that these limitations are reasonable given the fact that no compensation is being paid to ODFI by Merchant.

19. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS

Merchant shall regularly and promptly review all Transactions and other communications from ACHD and shall immediately notify ACHD upon discovery of any and all discrepancies between Merchant's records and those provided by ACHD, the ODFI or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization. Upon notification by Merchant, ACHD will use its best efforts to reverse the Transaction notified of. However, Merchant acknowledges that the Transaction may have progressed beyond ACHD's ability to control by the time of such notice and under such circumstances, Merchant accepts full responsibility for all losses, liabilities, costs or expenses Merchant, ACHD or any third party suffers or incurs as a result of ACHD's inability to reverse the transaction.

20. ACHD SERVICE POLICY.

Merchant acknowledges and understands that ACHD does not warrant that the Services will be uninterrupted or error free and that ACHD may occasionally experience delays or outages due to disruptions that are not within ACHD's control. Any such interruption shall not be considered a breach of the MSAA by ACHD. ACHD shall use its best efforts to remedy any such interruption in service as quickly as possible.

21. USAGE.

a. Use Restricted to Lawful Purpose. Merchant agrees to use the Services solely for lawful purposes. Merchant agrees that it will not transmit any material through ACHD's Payments*Gateway* in violation of any Federal, State or foreign law, including but not limited to, copyrighted material, material legally judged to be threatening, obscene, or material protected by trade secret laws. ACHD reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security breach. Merchant agrees that ACHD, at its discretion, may remove objectionable materials residing on ACHDs servers. ACHD shall use its discretion to define what constitutes objectionable material. ACHD reserves the right to terminate Services to Merchant should ACHD deem Merchant's use of the Services are for an unlawful purpose. In the event of such an occurrence, ACHD shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

b. Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies, rules, regulations, terms and conditions of any networks accessed by Merchant through ACHD's Services. ACHD reserves the right to deny access to, or close any account(s) which, in ACHD's opinion, is (are) causing or may cause, harm to or negatively affect an ACHD server or the server of a third party. In the event of such an occurrence, ACHD shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

22. DISCLAIMER OF WARRANTIES.

Except as otherwise specifically provided herein, ACHD's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, ACHD expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the ACHD products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the ACHD products or services, whether made by employees of ACHD or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by ACHD for any purpose, or give rise to any liability of ACHD whatsoever.

23. FORCE MAJEURE.

Neither party shall be liable for, or be considered in breach of or default under the MSAA on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

24. TERM AND TERMINATION.

The MSAA shall have an initial term of one (1) year from and after the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides thirty (30) days' written notice of termination to the other party. Merchant agrees and acknowledges that should the MSAA be terminated for any reason prior to the expiration of the initial term of one (1) year, Merchant shall be assessed an early termination fee of $99.00, payable to ACHD along with any and all other financial obligations due ACHD in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate without cause within the first 30 calendar days of the initial term. ACHD may immediately terminate the MSAA without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if ACHD reasonably determines that Merchant has violated any term, condition, covenant, or warranty of the MSAA or Terms and Conditions; (iii) if ACHD determines in its sole discretion that Merchant has abused its privileges under the MSAA; or (iv) ACHD determines that the type of business in which Merchant is engaged is or becomes an industry or business that ACHD is prohibited from providing its services to. Upon the effective date of termination of the MSAA, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such

termination) shall survive termination. Promptly upon termination of the MSAA for any reason, Merchant shall return or destroy, as requested by ACHD, all materials pertaining to the Services, including all copies thereof.

25. AMENDMENT OR MODIFICATION OF TERMS.
Unless otherwise provided for in these Terms and Conditions, ACHD reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after receipt of such notice shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by ACHD, by reason of any applicable Rule or Regulation.

26. ASSIGNMENT.
The rights granted under the MSAA and these Terms and Conditions are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of ACHD, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with ACHD and grounds for termination of the MSAA. ACHD may assign its rights and obligations under the MSAA without the approval of Merchant, but shall provide notice of such assignment to Merchant.

27. NOTICE.
Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

28. LEGAL FEES.
In the event of any dispute arising out of or related to the MSAA or these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery.

29. GENERAL PROVISIONS.
The agreement between the parties hereto shall be binding on the parties only upon execution of the MSAA by an authorized representative of both parties. The MSAA shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the MSAA or these Terms and Conditions. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties. The MSAA along with these Terms and Conditions constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. The MSAA may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

30. MERCHANT AUTHORIZATION.
The MSAA and these Terms and Conditions become an effective agreement when signed by an authorized representative(s) of Merchant and ACHD. Further, Merchant agrees to notify ACHD of any important changes in the information provided in the MSAA or any attachments thereto. Merchant acknowledges notification that all payments by check will be converted to an ACH payment and electronically deposited to ACHD's bank account. If any payment is returned unpaid Merchant authorizes ACHD to electronically debit the item and an additional $25.00 processing fee from Merchant's account provided in the MSAA.

APPENDIX A
DEFINITIONS

Account Maintenance - A fee assessed to a Merchant for changing the settlement bank account from the existing bank account to a different bank account. This fee covers the costs associated with verifying the new account.

ACH Network - Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

ACH Transactions – All Entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.

Affiliate – a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

ACH Chargeback – Any ACH item which is returned designated with the following return codes: R05, R07, R10, R29 and R51.

Business Banking Day - Monday through Friday excluding banking holidays.

Credit Entry – An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Excessive Returns - Any merchant with more than the defined percentage of returns in a single billing cycle (calendar month), will be assessed an additional fee per returned item.

NACHA - National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

Operating Rules (the "Rules") - the operational rules established by NACHA which govern all transactions and parties utilizing the ACH Network.

ODFI - Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through ACHD and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with ACHD to initiate ACH entries, on their behalf, to the ACH Network.

RDFI - Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Recall - Similar to a Reversal (see below) but used for recovery of a transaction beyond the four banking day timeframe.

Receivers – An organization or individual consumer that has authorized Merchant to initiate an ACH Transaction to an account they maintain with a financial institution (RDFI).

Regulations - All federal, state and local regulations that govern Internet business, consumer information, credit card transactions and Transactions (as defined below), including but not limited to the FCRA, federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, and Driver's Privacy Protection Act.

Returned Entries - Any Transaction returned or rejected by ACHD, ODFI or RDFI.

Reversal - A request made to the RDFI within four days of effective entry date for return of a duplicate or erroneous entry that has already been introduced into the ACH system.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the deposit of funds for Debit Entries and the extractions of funds for Credit Entries are made.

Settlement Entry – a Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by ACHD at the end of each Business Banking Day.

Transactions – Any transfer of data or information from Merchant to ACHD in a format pre-approved by ACHD, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.

WSUPP - Written Statement Under Penalty of Perjury – A written statement obtained by the RDFI from the consumer prior to initiating a return for an entry that the consumer claims is unauthorized, ineligible or improper or for which the authorization has been revoked.

APPENDIX B
FAIR CREDIT REPORTING ACT REQUIREMENTS

1. The following is a list of permissible uses for the data received through ACH Direct's Verification and Authentication Services (the "Services") in accordance with section 604(a) of the Fair Credit Reporting Act ("FCRA"):

1) In response to a court order or Federal grand jury;
2) In accordance with the written instructions of the consumer to whom the information relates;
3) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer;
4) For employment purposes;
5) In connection with the underwriting of insurance involving the consumer;
6) To determine the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status;
7) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation;
8) Otherwise having a legitimate business need for the information, including:
   a) in connection with a business transaction that is initiated by the consumer;
   b) to review an account to determine whether the consumer continues to meet the terms of the account.
9) For use by state and local officials in connection with the determination of child support payments, modifications or enforcement thereof.

2. Representations by Merchant. Each request for data through the Services shall constitute a representation, warranty and certification by Merchant that the data (a) shall be used and disclosed only in accordance with the provisions of the MSAA, the Terms and Conditions and this Appendix B, and in accordance with any applicable Rules or laws; and (b) shall be used solely for the intended use as provided in the MSAA. ACHD reserves the right to immediately terminate Merchant's access to the Services should ACHD have reason to believe that Merchant is using the Services for a purpose other than a permissible use as provided for in Section 5 and 6 of the Terms and Conditions and this Appendix B. Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

3. In compliance with FCRA requirements, Merchant is hereby instructed to provide to any and all customers whose payments are declined by Merchant based upon information received from ACHD, a means through which the customer may investigate and challenge non-acceptance of the payment. Merchant shall provide a notice of such procedure to its declined customers in writing, in a form substantially similar to the following:

> "We regret to inform you that we were unable to accept your payment based on financial account information received from the below named company:
>
> ACH Direct, Inc.
> 500 W. Bethany Drive, Suite 200
> Allen, Texas 75013
> 866-290-5400, Option 1 or ask for Customer Service – Verification Services
>
> You have the right to be told the nature of the financial account information that was provided by this company upon making a written request to the company at the contact information provided above within sixty (60) days of receipt of this notification. "

HEARING NO. 114,277

TO: Jeffrey D. Dunn Munsch Hardt Kopf & Harr, P.C. 500 North Akard Street, Suite 3800 Dallas, TX 75201-6659	§ § § § § § § § §	RE:FORTE PAYMENT SYSTEMS, INC. TAXPAYER NO.: [redacted] AUDIT PERIOD: January 1, 2009 through December 31, 2012 AUDIT OFFICE: Audit - Dallas E 2155 TYPE OF TAX:Sales And Use Tax/RDT **REPLY DATE: April 27, 2018**

POSITION LETTER

Background[1]

Forte Payment Systems, Inc. (Petitioner) provides payment processing services to merchant customers for accepting automated clearing house (ACH) and credit/debit card payments.

Petitioner's Contentions

Petitioner disagrees with the auditor's adjustments in Exam 100 for sales to its customers and contends these services are financial transactions similar to banking transactions or credit card processing that the Comptroller has historically treated as nontaxable.

Hearings and Tax Litigation Section's (Respondent) Position

Respondent contends that all charges for the services provided are taxable data processing services.

Texas imposes a tax on each sale of a taxable item in this state.[2] The term "taxable item" includes tangible personal property and taxable services.[3] The Legislature has elected to tax only those services that are specifically enumerated in Section 151.0101.[4] Thus, the Comptroller has long held that, to impose tax on a service, Staff must demonstrate not only that a service was sold but that the service is taxable.[5] If Staff demonstrates, *prima facie*, that a service is taxable, it becomes the taxpayer's burden to prove, by a preponderance of the evidence, that Staff is incorrect or by clear and convincing evidence that the taxable service was exempt from taxation.[6] Petitioner

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[1] Unless otherwise indicated, all references to "Section" are to the Texas Tax Code, and all references to "Rule" are to Title 34 of the Texas Administrative Code. Comptroller's Decisions and STAR Documents cited below can be found on the Comptroller's State Tax Automated Research (STAR) System. The Texas Tax Code, Texas Administrative Code, and the STAR System are all accessible from the Comptroller's website at https://www.comptroller.texas.gov/taxes.

[2] Section 151.051.

[3] Section 151.010.

[4] Comptroller's Decision No. 112,553 (2016).

[5] Id. *See also* Comptroller's Decision No. 102,386 (2014).

[6] Comptroller's Decision No. 112,553 (2016) and Rule 1.40.

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contends that the auditor erred when he concluded that the services provided by Petitioner were taxable data processing services. Therefore, Staff must demonstrate, *prima facie*, that the fees at issue are taxable.[7]

Data processing services are taxable.[8] A taxable data processing service "includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production . . . and other computerized data and information storage of compilation."[9] The use of the term "includes" in Section 151.0035 demonstrates a legislative intent to define data processing as broader than the enumerated activities stated in the statute.[10] The Tax Code also gives the Comptroller exclusive jurisdiction to interpret the scope of taxable services.[11] The Comptroller has adopted an administrative rule to further define and clarify taxable data processing services. Rule 3.330(a)(1) states in relevant part:

> Data processing services - the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer. Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks.

However, though computerized manipulation and storage of information are considered to be taxable services, data processing "does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service."[12] Comptroller Decisions and taxability determinations have applied the "essence of the transaction" test when determining the taxability of pure service transactions.[13] In order to make a determination regarding Petitioner's claim of error in the audit, the case at bar requires considering not only the technical content of the services but Petitioner's customers' objective in purchasing the services.[14]

Petitioner provided invoices which listed line item charges for the various services provided, Merchant Services Application and Agreement and Merchant Services Terms and Conditions. Sections 4 and 5 of the Terms and Conditions refer to "Transaction Processing Services" and "ACH Processing Services." In performing these services, Petitioner compiles and produces records of transactions and maintains information about transactions. To process a transaction or payment, Petitioner performs "data retrieval, data search, information compilation ... and other computerized data and information storage or manipulation," as described in Section 151.0035.

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[7] Comptroller's Decision No. 112,553 (2016).
[8] Section 151.0101(a)(12).
[9] Section 151.0035.
[10] Comptroller's Decision No. 112,553 (2016). *See, e.g.*, Comptroller's Decision Nos. 105,009 (2012); 47,246 (2007).
[11] Section 151.0101(b).
[12] Rule 3.330(a)(1).
[13] *See, e.g.*, Comptroller's Decision Nos. 112,104 (2016); 109,109 (2015); 105,515 (2013); 104,317 (2012); 48,328 (2011); 39,916 (2004) and 39,557 (2004); State Tax Automated Research (STAR) Document No. 200112592L (2001).
[14] Comptroller's Decision No. 112,553 (2016).

Comptroller's Decision No. 35,785 (1997) is directly on point. In that hearing, the Claimant subcontracted the verification and processing of credit card transactions between merchants and their customers. The subcontractor provided the following services: authorize (determine and inform merchant that a credit card customer has sufficient credit to cover a specific purchase request); decline (determine and inform merchant that a credit card customer does not have sufficient credit to cover a specific purchase request); and capture (after authorization, keeping up with and accounting for each specific transaction). In the instant case, Petitioner provides similar services to its customers, such as verification that a customer has sufficient credit to purchase an item. The Comptroller's Decision held that "the processing of credit card transactions is taxable data processing." Like the subcontractor in that hearing, Petitioner is processing transactions and payments and is providing a taxable data processing service. The facts in this case, therefore, support a conclusion that Petitioner was performing taxable data processing services during the audit period.

Petitioner further asserts that its position is supported by *Hegar v. CheckFree Services Corp.*, No. 14-15-00027-CV, 2016 WL 1576414 (Tex. App.–Houston, April 19, 2016, no. pet.) (mem. op.).

However, the instant case is distinguishable from *CheckFree*. Among the findings of fact in *CheckFree* were that the professionals employed by CheckFree were "responsible for critical monitoring and detection of fraud, money laundering, and other financial risks" as well as "compliance with complex government regulations." These responsibilities show that CheckFree's employees were engaged in the provision of professional services. On the other hand, Petitioner has not provided any documentation to show that the essence of its services is the provision of professional services.

In the *CheckFree* case, the court also found that "CheckFree has thousands of skilled and/or certified professionals who collaborate in the performance of these professional services centered around bill payment," and that the service provided by CheckFree "is a professional service requiring accredited or certified professionals across several areas..." Petitioner has provided no evidence that it is providing a professional service or that it has accredited or certified professionals providing these services.

Unlike *CheckFree*, Petitioner has not shown that its customers are purchasing a professional service. In *CheckFree*, the court found that the functions or activities that were incidental to the bill pay service, such as, invoices, reports, and customer service, were not the service that CheckFree sells to the financial institutions. In the instant case, those are the very services Petitioner provides - they are not incidental. Petitioner contracts with its customer to perform transaction processing services. In performing this service, Petitioner processes information for the purpose of compiling and producing records of transactions and maintaining information. Petitioner is providing taxable data processing.

It is Respondent's position that it has met its burden in establishing the taxability of the services provided by Petitioner. Thus, it is Petitioner's burden to show audit error by a preponderance of the evidence.[15] Based on record evidence, Petitioner has not met this burden.

Procedure

You must accept or reject this Position Letter on the attached form and return it on or before **April 27, 2018.**

If you have any questions about the AHS position or any hearings procedures, my direct line is (800) 531-5441, ext. 3-7541 or for calls in Austin (512) 463-7541.

Respectfully submitted this 13th day of March 2018.

Kathy Pickup

Kathy Pickup
Tax Hearings Attorney
Administrative Hearings
Texas State Bar No.00791128
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, TX 78711-3528
Telephone: 512-463-7541
Facsimile: 512-463-4617

Attachment

[15] Rule 1.40(2)(B).

KP/lg

Hearing No. 114,277
FORTE PAYMENT SYSTEMS, INC.
Audit Period: January 1, 2009 through December 31, 2012
Sales And Use Tax/RDT

ACCEPT OR REJECT POSITION LETTER

1. AGREE WITH POSITION LETTER

_____ Please calculate the liability or refund in accordance with the Position Letter and dismiss the hearing.

2. DISAGREE WITH POSITION LETTER (check one):

_____ All additional facts, legal argument, or documents for consideration are attached as a Reply.

_____ All facts, legal arguments, and documents have already been provided. No additional information or documentation is attached as a Reply.

AHS may issue a Response pursuant to Rule 1.16 if additional facts or legal arguments are presented in the Reply.[1]

AHS will move to dismiss if this form is not completed, signed, and submitted within 45 days as required by Rule 1.10.

AHS will move to dismiss this hearing for want of prosecution if no additional facts, legal arguments, or documents are attached as a Reply and prior submissions do not include the information required by Rule 1.7 or supporting documents.

Return form by **April 27, 2018** to: Comptroller of Public Accounts
Administrative Hearings – 1L20
P.O. Box 13528
Austin, TX 78711-3528
Fax No. 512-463-4617
Email: AHS.Service@CPA.Texas.gov

_____ _____
Signature Date
Jeffrey D. Dunn
Munsch Hardt Kopf & Harr, P.C.

_____ **Initial here if you agree to service by email of all documents related to this hearing in accordance with Rule 1.32** (Service). If the case is not resolved prior to a hearing on the merits, this agreement to be served by email will include the Notice of Hearing and other documents provided to the State Office of Administrative Hearings, the Comptroller's Decision or Order, and the final statement of account at the conclusion of the case.

My email address is: _____

[1] All references to "Rule" herein mean the Rules of Practice & Procedure, Title 34, Texas Administrative Code, §§1.1-1.42.

MUNSCH HARDT
DALLAS / HOUSTON / AUSTIN

Ross Tower
500 N. Akard Street, Suite 3800
Dallas, Texas 75201-6659
Main 214.855.7500
Fax 214.855.7584
munsch.com

Direct Dial 214.855.7588
Direct Fax 214.978.4342
jdunn@munsch.com

January 11, 2018

Texas Comptroller of Public Accounts
Audit Processing Section
P. O. Box 13528
Austin, TX 78711-3528

c/o Ms. Margarita Flores

Re: Forte Payment Systems, Inc.
Taxpayer Number [redacted]
Sales and Use Tax Audit
Audit Period: January 1, 2013 through April 30, 2016

REQUEST FOR REDETERMINATION HEARING & STATEMENT OF GROUNDS

Dear Ms. Flores:

Forte Payment Systems, Inc. ("Forte") requests a Redetermination Hearing for the Sales and Use Tax Audit conducted for the period of January 1, 2013 through December 31, 2016 as set forth in this Statement of Grounds. Forte reserves the right to amend this Statement of Grounds as provided in the Comptroller's regulations and applicable law. Forte respectfully requests the Comptroller's redetermination of the Sales and Use Tax Liability based on the following:

CONTENTION #1 – CORRECTION OF ERRORS

During the audit, Forte was unable to produce three invoices, including two invoices for certain asset purchases from Intuit and one invoice from Salesforce.com, Inc. We understand the auditor assessed sales tax on the Intuit purchases as part of Exam 200 and the Salesforce.com purchase as part of Exam 301 pending delivery of invoices showing that sales taxes on these purchases were paid. Attached to this letter as Exhibit A are copies of the three invoices, each showing that sales tax was paid on each of these purchases. We therefore request a credit in the amount of sales taxes paid against the sales taxes assessed against Forte on these purchases and an adjustment for the rate applied to the population as a consequence of the removal of these invoices. While we believe the auditor assessed these taxes as part of Exam 200 and Exam 301, respectively, the tax should be credited against the tax assessed on these purchases if they were actually assessed under a different Exam number.

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CONTENTION #2 – EXAM 100 ADJUSTMENTS: PAYMENT PROCESSING SERVICES PERFORMED BY FORTE ARE NOT TAXABLE AS "DATA PROCESSING SERVICES" AND THEREFORE SHOULD NOT HAVE BEEN ASSESSED SALES TAX

A. Electronic Payment Processing Services are not taxable as Data Processing Services

The Exam 100 Adjustment Report shows $143,772.96 in "disallowed deductions" for various sales transactions characterized as taxable "data processing services." However, the Exam 100 Detail Report identifies each of the disallowed deductions as "payment processing transactions." The auditor erred in equating payment processing transactions with data processing transactions because they are not substantively the same or similar. Payment processing transactions, which are provided by Forte electronically through the Automated Clearinghouse House (ACH) Network and credit card networks, is a service that is substantively the same thing as an "electronic bill pay" service which was found not to be a data processing service in *Hegar v. CheckFree Services Corp.*, NO. 14–15–00027–CV, 2016 WL 1576414, *1 (Tex. App.—Houston [14th Dist.] April 19, 2016, no pet.). The *CheckFree* opinion correctly draws a distinction between "data processing services" as defined in the Texas Tax Code and the services provided by Forte (which are not data processing services), and as such, the opinion is directly on point as judicial precedent for Forte's position.[1]

Data processing services are identified as taxable services in Tax Code Section 151.0101(a)(12). The statutory definition of "data processing services" appears in Tax Code Section 151.0035, which states that data processing services "includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production . . . and other computerized data and information storage or manipulation." A data processing service "also includes the use of a computer or computer time ***for data processing*** whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service." (Emphasis added.)

Under the jurisdiction given to the Comptroller by Tax Code Section 151.0101(b) to interpret the scope of taxable services, the Comptroller has adopted a regulation to further define and clarify the meaning of "data processing services." This regulation, codified in 34 Texas Administrative Code Section 3.330(a)(1), states in relevant part:

> Data processing services – the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer.

[1] An audit by the Comptroller of Forte's services for the 2009-2012 period reached the same conclusion (i.e., that Forte's payment processing services were taxable as data processing services). Forte submitted detailed statements of grounds for redetermination of that audit's conclusions, also based on the *CheckFree* case. As of the date of this letter the Comptroller has not yet responded with its Position Letter.

> Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W-2 forms, and computing and preparing payroll checks. ***Data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws***, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns[.][2]

Forte's payment processing service is a wholly nontaxable service because its use of computers to process payments is only incidental to a non-taxable service or the means by which those non-taxable services are performed. It is apparent that the auditor misunderstood the substance of Forte's services by equating them with data processing services merely because the auditor observed employees using computers. Forte is not retained by its customers merely to compile and produce records of transactions, or to maintain information, or to enter and retrieve information. Furthermore, Forte is not retained to perform word processing, payroll or business accounting, or to perform computerized data and information storage or manipulation.

Forte sells ACH payment processing and debit/credit card payment processing services to merchants as its core business model.[3] In contrast to data processing, Forte's services require (1) proprietary software that is neither sold nor leased to its customers, (2) highly skilled employees to operate and manage the proprietary software and ensure that payments are correctly and timely processed as well as monitored for fraud and money-laundering risks, and (3) an assumption of regulatory and credit risk with respect to the payments it processes. Forte does NOT provide financial management services such as determining whether bills should be paid or when they should be paid, the portion to be paid, the amount of payment, or the order of payment priority. Those decisions are made exclusively by Forte's customer.

Although Forte also provides computerized compilation and production of records of Forte's payment transactions, maintains information involving Forte's payment transactions, and enters and retrieves such information for its customers, those services relate solely to Forte's payment processing activity and are incidental and ancillary to the payment processing service and are NOT the core service for which Forte is retained. The *essence* of the services provided by Forte is a professional service requiring the skill and knowledge of highly skilled professional employees utilizing Forte's proprietary software which is neither sold nor licensed to Forte's customers.

The Court in *Hegar v. CheckFree Services Corp.*, cited above, examined a "bill pay service" provided by CheckFree on behalf of its bank customers and concluded that the service was not a taxable

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[2] 34 Tex. Adm. Code Section 3.330(a)(1) (emphasis added.)

[3] Government entities are also customers of Forte, but the same risks apply to processing payments on behalf of government entities as to retail merchants.

data processing service under Texas law, thereby reversing the Comptroller's audit findings to the contrary. The *CheckFree* decision provides direct support for Forte's position that neither its ACH payment processing services nor its card payment processing services are taxable data processing services under Texas law.

B. Description of Forte's ACH payment processing service.

The ACH Network is an electronic network used in the United States for financial payments. The network processes large volumes of credit and debit entries to bank accounts in batches. ACH credit transfers include direct deposit, payroll, and vendor payments. ACH debit transfers include payments made to merchants by their customers or payments of fees and taxes to governments. The ACH Network is governed by private rules enforced by the National Automated Clearinghouse Association ("NACHA") and referred to as the NACHA Operating Rules ("NACHA Rules").[4] In addition, certain federal laws such as the Electronic Fund Transfer Act (and its corresponding "Regulation E") and laws relating to the Office of Foreign Asset Control ("OFAC") routinely apply to ACH payments.

Forte operates as a "Third-Party Sender" under the NACHA Rules. A Third-Party Sender is a third party service provider that acts as an intermediary in transmitting ACH debit and credit entries on behalf of Originators (Forte's merchant customers) to the Originating Depository Financial Institution ("ODFI"), which in turn sends the entries into the ACH Network for settlement. The parties whose accounts are credited or debited are called "Receivers," and their banks are called Receiving Depository Financial Institutions ("RDFIs"). The Third-Party Sender therefore acts on behalf of Originators in sending ACH entries to its ODFI or may itself originate ACH entries and send them to its ODFI. Accordingly, merchants contractually engage Forte to process payments that the Originators originate to make payments to their customers (ACH credits) or from their customers to the Originators (ACH debits). Forte is able to process the payments into the ACH Network as a consequence of its contracts with one or more ODFIs. What sets apart Third-Party Senders from other ACH service providers is that Forte's merchant customers do not have a direct contractual relationship with the ODFI that sends their ACH entries into the ACH Network. As such, Third-Party Senders like Forte have contractual arrangements with their customers (the Originators) as well the ODFIs (the banks) that send payment instructions into the ACH Network for settlement As such, Forte is exposed to numerous risks and liabilities that other types of ACH payment service providers do not assume.

To address this risk and liability, Third-Party Senders must perform mandatory due diligence and prudent underwriting when on-boarding merchants and then monitor payments for fraud and other risks (such as money-laundering risks) throughout the payment process. This requires a highly skilled staff capable of obtaining and evaluating information about merchants before they are on-boarded as customers and then monitoring transactions after on-boarding and making prompt decisions (often in real time situations) when problems or anomalies are discovered. Forte, for example, assumes substantial credit risk. Forte must use its own capital to cover chargebacks from ACH debit transactions returned because the debits were not properly authorized by customers of Forte's customers, or for unreimbursed ACH credit transactions. In addition, Forte assumes operational risk (i.e., the software

[4] For a copy of the NACHA Rules and further explanation of the ACH Network, see https://www.nacha.org/rules

technology must work properly 100% of the time, and a professional team must be constantly monitoring payments transactions), and regulatory compliance and legal risk (see below) as a Third-Party Sender. A complete description of these risks is beyond the scope of this letter, but as an example, under Subsection 2.15.2 of the NACHA Rules, a Third-Party Sender is required to warrant to its ODFI that its Originators (Forte's merchant customers) have agreed to assume the responsibilities of an Originator under the NACHA Rules (e.g., obtaining proper payment authorizations from customers). When the merchant fails to comply, the Third-Party Sender indemnifies the ODFI from and against any and all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs that result from the violation. This indemnity must be paid even if Forte's customer caused the violation and the customer is unwilling or unable to reimburse Forte. The Third-Party Sender is also required to make the same warranties that its ODFI makes under the NACHA Rules to the ACH Operator (the Federal Reserve) and RDFIs, and assumes liabilities under its contractual relationships with its ODFIs for all entries originated by Forte and its customers.

In addition, the NACHA Rules require each Third-Party Sender to perform the same requirements imposed on its ODFI under the NACHA Rules to the extent the Third-Party Sender performs any of those obligations, including monitoring the origination and return activity of its merchants across multiple settlement dates, enforcing restrictions on the types of entries that may be originated by the merchants, and enforcing, with respect to its merchants, exposure limits set by the Third-Party Sender or the ODFI, and warranting that it is legally able to perform those functions. In addition, the Third-Party Sender must agree to make payment to the ODFI for any credit entries it originates (regardless of whether the Third-Party Sender is reimbursed by the merchant customer who authorized the credit entries) and for any debit entries that are returned or "charged back" (regardless of whether the Third-Party Sender can recover the charged back debit from its merchant customer). The Third-Party Sender is also liable for the retention and delivery to the ODFI and each RDFI, as required by the NACHA Rules, of any records, documentation, or data regarding records of entry authorizations, copies of items, and copies of eligible source documents, even though those documents are obtained and held by the merchants. NACHA enforces the NACHA Rules with an extensive program of fines that can be assessed against ODFIs for the failures of their Third-Party Senders and Originators, all of which Forte would be required to pay through its mandatory indemnity of the ODFI when the fines are the result of merchant violations. The NACHA Rules coupled with Forte's contractual obligations with its ODFIs essentially mean that Forte assumes 100% liability for unpaid ACH credits, unreimbursed debit chargebacks, fraudulently submitted transactions by fraudulent merchants and/or customers, and NACHA fines attributable to its merchant customers regardless of whether Forte is at fault and regardless of whether Forte is able to obtain reimbursement from its customer who caused the liability. All of these rules can be found in the NACHA Rules.

The credit and debit card processing risks and liabilities imposed on Forte are nearly identical to the ACH risks and liabilities except that these risks and liabilities flow through the applicable card network rules (e.g., VISA and MasterCard) instead of the NACHA Rules, and from Forte's agreements with member service providers of card networks instead of ODFIs. Like the ACH payment transactions,

Forte contractually assumes 100% responsibility for fraud detection and other risks associated with card payments, including chargebacks.[5]

The liability risk has been further heightened by actions taken by the Federal Trade Commission ("FTC") and the Consumer Financial Protection Bureau ("CFPB") that attempt to hold ACH payment processors and card payment processors liable for the alleged illegal or wrongful acts of their merchant customers with respect to their business practices with their consumer customers. This liability is imposed by using broad "unfair and deceptive acts and practices" laws, in essence requiring ACH payment processors and card payment processors, like Forte, to act as "policemen" in the enforcement of consumer protection laws applicable to their merchant customers even though the same laws are not applicable to the payment processors. This controversial trend has imposed yet another layer of legal and compliance risk that requires Forte to vet and constantly monitor merchant customers and their payment transactions *even when the transactions are otherwise fully compliant with the NACHA Rules and applicable card network rules.*[6] A person providing "data processing services" assumes none of this risk.

The broad scope of potential liability under the NACHA Rules, card network rules, federal regulatory compliance, and contractual liabilities (either to the ODFI with respect to ACH payments or member service providers in the card networks) coupled with constant vigilance with respect to software functionality, security and maintenance, requires Forte to employ professionals who understand this risk and liability and who are capable of properly underwriting prospective merchants, monitoring transactions, and performing critical software security and maintenance, fraud detection, and risk management throughout the life of the transactions. In addition, Forte's intellectual technology professionals build analytical reports to aid in the discovery of anomalous payment transactions that pose technical and liability threats. These tools help alert Forte to critical decision-making that is required during the payment process when anomalous payment transactions are discovered. Forte simply could not operate this type of business without a highly skilled staff and proper software to power the business.

C. Proprietary software powers Forte's payment processing service.

In reaching the conclusion that CheckFree was providing a "professional service," and not a "data processing service," the Court in *CheckFree* pointed out that (a) CheckFree utilized an electronic delivery platform to facilitate the performance of its bill pay service, (b) CheckFree monitored and supported its software and hardware, and (c) the platform was not the service CheckFree sold or licensed to its customers (instead, the technology was part of the delivery platform for the service, "or the inputs that produce the service, but they are not the service"). Like CheckFree, Forte utilizes its own proprietary software to facilitate the performance of its ACH payment and card payment processing

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[5] In 2015, MasterCard audited Forte's risk management and network rules compliance. Additional details concerning credit card processing are discussed in Part F below.

[6] For a discussion of these trends, see http://www.electran.org/ocp/. The CFPB has also made similar allegations against both ACH and card payment processors. See https://www.consumerfinancemonitor.com/2015/04/09/why-the-cfpbs-new-lawsuit-resembles-operation-choke-point/

service, constantly monitors and supports its proprietary software, and the software is not the service Forte sells or licenses, but is instead part of the delivery platform for the service.

Jeff Thorness is the owner and founder of Forte, which was formed in 1998. Before founding Forte, Mr. Thorness worked as a software developer for a card payment processor where he learned about the credit card industry and was first introduced to the ACH Network. With the idea of building an ACH payment processing company that would work in the same manner as credit and debit card processing companies, Mr. Thorness left his position with the card processing organization in 1997 and spent roughly one year developing the proprietary software that would be used to power Forte's business. This software was used during the audit period to perform Forte's ACH payment processing and card payment processing services and internally to perform underwriting, risk management and billing functions. The software was written from the ground up by Mr. Thorness using the Clarion Programming Language and subsequently upgraded by Forte's team of software developers.

The proprietary software program is the core of Forte's ACH payment processing and card payment processing business model. As such, Forte has taken a number of steps to maintain sole ownership and control over all of its software programs through contract restrictions and physical restrictions on use and integration. The proprietary software is a trade secret. Like CheckFree, Forte does not sell or license its software to its customers; instead, like CheckFree, it provides a non-exclusive and nontransferable license to access and use the payment processing services which Forte sells. Forte's retention of ownership rights is clearly set forth in its merchant processing agreements used during the audit period. Copies of relevant merchant processing agreements used during the audit period are attached as **Exhibit B** to this letter. Note that the services sold to Forte's customers were not "data processing" services and that agreements were incorporated to protect Forte's proprietary intellectual property rights in its technology and that those rights were not sold or leased to Forte's customers.

There is no substantive factual distinction between the proprietary software used to power CheckFree's business and the proprietary software used to power Forte's business.

D. Forte utilizes professionals to manage and operate its ACH payment and card payment processing service.

The Court in *CheckFree* relied on the fact that CheckFree employed "professionals" to manage and operate its business, thereby resulting in the description of the service as a "professional service." The Court indicated that CheckFree employed "over 3,000 associates and professionals," but did not disclose the percentage of professionals versus associates. The Court quoted from the statement of facts to show that "CheckFree has thousands of skilled *and/or* certified professionals who collaborate to participate in the performance of these professional services centered around bill payment." (Emphasis added.) Thus, the Court defined a "professional" as an employee who was either certified in some capacity or skilled to perform a certain task. The opinion did not state or suggest that ***all employees*** must be certified to qualify as a professional service. These CheckFree employees were necessary to provide "support directly to the banks' users in cases where payments were not made as instructed," to "manage the bill pay process and make decisions at multiple stages of the bill pay process," and to provide "critical monitoring and detection of fraud, money laundering, and other financial risks, as well as compliance with complex government regulations." In addition, a special team "dealt with errors and

other customer service issues that arose after bill payment occurred." The Court concluded that these professionals were not a minor part of the bill pay service, but were instead the "secret sauce" of the service.

The opinion also stated that some of CheckFree's services required "accredited or certified professionals" to perform special tasks "across several areas including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting," but the opinion did not indicate how many professionals of CheckFree's 3,000 employees were accredited or certified, or indicate that the business was required to have a specified minimum percentage of accredited or certified employees compared to employees who were not accredited or certified, in order to qualify as a "professional service." Accordingly, it was not the absolute number or percentage of professionals who were "accredited or certified" that mattered in the Court's decision that CheckFree was providing a professional service; what mattered was that the business model could not be operated or managed without the collaboration of skilled, certified, and/or accredited employees, all of whom were viewed as "professionals," as opposed to a service where unskilled employees are retained merely to compile and produce records of transactions, maintain information, or enter and retrieve information into computers.[7]

Forte's employment base during the audit period was considerably smaller than CheckFree's, but Forte faced the same operational, risk management and legal compliance challenges faced by CheckFree, as described above, and as such, needed skilled employees to perform the same functions. Accordingly, Forte, like CheckFree, required a workforce of skilled, accredited, and certified employees to work collaboratively in operating and managing its business. During the audit period, Forte employed 184 employees, but not all of these employees were working at the same time. Some were hired prior to the audit period and were employed throughout the audit period or left employment prior to the end of the audit period. Some were hired during the audit period and worked for the remainder of the audit period or left employment prior to the end of the audit period. All employees had some form of specialized training or required skills for their jobs and therefore constituted "professionals" within the meaning of that term as used in the *CheckFree* case.

Some of the certifications held by some of the employees during the audit period include "Accredited ACH Professionals" (from NACHA -- the highest accreditation possible in the ACH industry); Certified Scrum Product Owner (by Scrum Alliance); SAP -- Systems Applications and Products; Dell Certified Systems Engineering (certified by Dell); A+ Certification (certified by Dell); IEX Workforce Certification; Situational Leadership Training Certified; Quality Certified on Escalated Account and Risk Analysis; Microsoft Certified Professional Certification (certified through Microsoft); Red Hat Certified Engineer (certified by Red Hat); SDLC -- Software Development Lifecycle; Rational Certification; Dell Repair Certified (certified by Dell); Information Mapping Professional Certification (certified by Information Management International); Certified Penetration Tester (certified by Information Assurance Certification Review Board); Microsoft Certification (by Microsoft); Network Certification (Collin College); Microsoft Technology Associate Network Fundamentals Certification (by

[7] In one passage in the opinion the Court also said that CheckFree used "thousands of certified specialists," but this is not supported by the statement of facts or the excerpts of witness testimony relied upon by the Court. That assertion is highly unrealistic and improbable if total employment was 3,000 people as indicated in the opinion.

Microsoft); and Microsoft Office Specialist Certified (from Microsoft); Microsoft Certified Technology Specialist (from Microsoft); and Microsoft Certified Solution Developer (from Microsoft). Also, 109 employees had postsecondary degrees, and 21 had graduate level master's degrees or higher.

Many different skills are required to provide payment processing support for merchants and their customers, including assistance when payments are not made as instructed, management and monitoring of the payment process and making decisions at multiple stages of the payment process (other than the decision to make a payment, which is made solely by the merchant or its customers), to provide critical monitoring and detection for fraud, money laundering and other financial risks, to ensure compliance with complex government regulations and ACH rules, and to deal with errors and customer service issues. In addition, as indicated above, the Court in *CheckFree* noted that "accredited or certified" employees were needed to perform only certain tasks, including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting.

Forte has prepared a chart naming each of these employees, the dates of their employment, college degrees, advanced degrees, other education, certifications and accreditations, specialized training, payment industry experience, job specific experience, and special skill sets required for their jobs. Forte would be happy to share this chart with the Comptroller if appropriate measures can be taken to ensure the confidentiality of the named employees.

Forte's professional employee skill sets not only included all of the skills of CheckFree's employees as described in the *CheckFree* opinion, but also many other specialized skills, including complex analytics; credit reviews; financial analysis; account management; "Know Your Customer" compliance; anti-money laundering compliance; coding skills; project management skills; financial audit skills; fielding customer complaints; data security; internal and external audits; software design and engineering; software analysis, debugging, and testing; graphic and visual design, verification, and support; Payment Card Industry data security compliance; security management; intellectual technology security and maintenance on servers; and training which occurs on an on-going basis. Forte's Payment Card Industry compliance requirements, in particular, require compliance with Payment Card Industry (PCI) Payment Application Data Security Standard (PA-DSS) v3.2. Forte has been rigorously audited by external auditors since 2006 for compliance with this standard. Such compliance requires a special skill set of professionals to ensure and maintain a secure payments platform that is impenetrable by hackers and fraudsters.[8]

Like CheckFree, these skilled, certified, and accredited employees were collaborating to provide a professional service as opposed to merely using computers to compile and produce records of transactions, maintain information, or enter and retrieve information. They were not a minor part of the services provided by Forte, but were the "secret sauce" of the service.

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[8] For additional information this particular PCI security standard, see https://www.pcisecuritystandards.org/documents/PA-DSS_v3-2.pdf?agreement=true&time=1515617875445.

E. Activities that appear to be data processing services in isolation were incidental to facilitating the ACH payment processing and card processing service.

The Court in *CheckFree* also pointed out that CheckFree prepared invoices and reports as part of its customer service, including "numerous reports for the banks containing detailed information regarding the users and payments that were processed during the reporting period." Although the Court acknowledged that these services in isolation could be labeled "data processing services," the Court noted that these services were "incidental to the bill pay service" and not the actual service. Consequently, these services did not convert CheckFree's business into a data processing service and were not taxable as data processing services. Likewise, Forte also prepared reports and other data for its customers relating to the payment transactions it processed, as incidental to the ACH payment and card processing service sold to the customers. Like CheckFree, they were incidental tasks and not the services being sold to its merchants. In addition, during the audit period some add-on products were offered to ACH customers such as account verification services and customer identification services, but these products were optional and ancillary to ACH and card payment processing services.

The Court in *CheckFree* emphasized that the trial court "properly focused on the 'essence of the transaction' at issue, rather than simply the involvement of a computer, to determine the nature of the services CheckFree provided." The Court said the trial court was required "to determine whether CheckFree ***does something more than*** 'compiling and producing records of transactions, maintaining information, and entering and retrieving information.'" (Emphasis added.) In other words, the Comptroller is required to determine whether CheckFree was providing a professional service "facilitated by the use of a computer" rather than simply using computers in its business.

F. Credit and debit card processing.

Forte offers a payments "gateway" function to allow its customers to accept payments either by ACH or debit/credit cards. Both types of payment processing services were provided during the 2013-2016 audit period. The Comptroller did not assess sales tax on card processing services for the 2009-2012 audit, but we cannot determine if the Exam 100 assessment on sales of $2,178,377.96 for the 2013-2016 audit period includes sales taxes solely on ACH processing services or both ACH processing services and card processing services. Accordingly, in the event the sales tax was assessed on both ACH payment processing and card processing services, the assessment was incorrect because credit card processing is analogous to ACH payment processing and does not constitute a "data processing service."

In the capacity of card payment processing, Forte was required (and continues to be required) to comply with card network rules and contractually assumes 100% of the liability for chargebacks and rules violations in the same manner as ACH payment processing under the analogous NACHA Operating Rules applicable to ACH payment processing. Under its agreements with card service providers, Forte must assume the same fraud detection, fraud monitoring, and risk management as Forte assumes under ACH payment processing and therefore performs the same underwriting and monitoring functions as required for ACH payments. Any unpaid chargebacks and card network fines attributable to card payments initiated by Forte's merchants or its customers are Forte's responsibility. In addition, Forte used its proprietary software to power these transactions in the same manner as ACH payments and did not sell or license that software to anyone. Thus, the "essence of the transaction" was (and is

today) a professional service that utilized computers that did something much more than merely compile and produce records of transactions, maintain information, and enter and retrieve information. It was (and remains) a professional service requiring professionals to operate and manage, and therefore the service was not a taxable data processing service.

This conclusion is supported by the *CheckFree* case as well as prior Comptroller precedent, including Letter Ruling, dated December 13, 1990 (STAR document 9012L1089F04), in which guidance was provided to a company engaged in charging monthly fees to merchants in conjunction with credit card processing services, and that certain Taxability Response, dated December 15, 1995 (STAR Document 9512T1384E03).

G. Other Comptroller rulings

a. Mixed Transactions Theory – Not Applicable

To the extent applicable and relevant, Forte disagrees with any conclusion that disputed adjustments (Exam 100) involved a mixed transaction involving both taxable and non-taxable items. There are no separately, readily identifiable elements of value to render the essence of the transaction test inapplicable such as found in Hearing NO. 36,311, dated July 6, 2004 (STAR Document 200409879H), where in Findings of Fact No. 12 the Staff (Hearings Attorney – Elias Lorenzana) agreed to delete, prior to hearing, all adjustments related to "Payments Processed," "Transactions Processed," "Full Applications Processed," "Pre-Approved Applications Processed," "Batch Applications Processed," and "Special Applications." Administrative Law Judge JOE GRECO concurred.

b. Electronic Fund Transfers – Not Taxable

In that certain Letter Ruling, dated December 20, 1995 (STAR Document 951L139208), the Tax Policy Division issued the following statement (see below) which affirms that electronic funds transfers are not taxable. It is Forte's position that this decision supports the contention that "electronic payment processing services" (i.e., electronic fund transfers) are not taxable.

> "Thank you for letter of December 11, 1995, about your Texas sales and use tax responsibilities for the services you will provide. The local bank drafting business is a new business industry. Your firm contracts with other companies to draft their customers' checking accounts for the recurring fees they collect from their customers each month. The new business is similar to electronic fund transfers. Instead of transferring funds electronically, your firm prints a paper draft. This paper draft looks just like a check you would write except it has no signature. It is pre-authorized by the customer and states that on the draft.
>
> The process used for this is as follows: Your firm contracts with ********** (as an example) to draft its customers wishing to take advantage of this service. ********** then obtains the customer's permission along with the required information for you to draft the customer's account (bank name, account number, routing

number, etc.). ********** then gives that information to your firm, plus, information as to when the first draft will be due, the amount of the draft and

how often you will draft the customer. You enter the information into your software system. When the due date occurs, your company prints all the drafts due on this date and delivers them to **********. ********** then pays your firm for your service until the next scheduled draft date.

The fee paid to your firm for the drafting service is not taxable. However, as the provider of a non-taxable service, your firm is required to pay sales tax on all taxable items (tangible personal property and taxable services) bought for use in providing this service."

H. Conclusion

The "essence" of the services Forte sold to its customers was ACH payment and credit card processing services and those services are not taxable data processing services. Any data entry or compilation was incidental or ancillary to the professional services purchased by Forte's customers and not the service being sold to its customers. Forte was providing a professional service facilitated by the use of computers and proprietary software that required the oversight and management of professionals working in collaboration to achieve the goal of processing ACH and card payments originated by its merchant customers and/or their customers. All of the factual elements of *CheckFree* that the Comptroller is now required to apply are satisfied here. It is wrong to conclude that Forte's mere use of computers in its business meant that it was providing a data processing service; that analysis was expressly rejected by *CheckFree.*

CONTENTION #3 – EXAM 300 AND EXAM 301

Taxes assessed pursuant to Exam 300 and Exam 301 are hereby protested to the extent these taxed items represent cost of goods sold and the sales subject to Exam 100 taxes are found to be taxable data processing services. Under the forgoing circumstances, pursuant to Rule 3.330(c), Forte would be entitled to a refund or credit in the audit for taxable items that it purchased and transferred to the care, custody, and control of Forte's customers. These include the point of sale terminals and other property and related installation services subject to taxes by Exam 300 and Exam 301.

CONTENTION #4 - WAIVER OF INTEREST: Forte requests a waiver of interest on properly taxed transactions because the audit is incorrect. Also any accrued interest attributable to the time taken to correct the audit should not be assessed to Forte.

CONTENTION #5 - WAIVER OF 10% PENALTY: Forte requests a waiver of the regular penalty on properly taxed transactions because the audit results are incorrect.

CONTENTION #6 - SETTLEMENT: Forte requests either a non-interest bearing payout agreement on the final amended gross audit liability or a Lump Sum payment with waiver of penalty and interest on properly taxed transactions.

Should you have any questions or need additional information please do not hesitate to contact me.

Very truly yours,

MUNSCH HARDT KOPF & HARR, PC

By: _____
Jeffrey D. Dunn

Exhibit A

Invoice from Intuit, dated 3/8/2016

PAYMENT NUMBER
P1-21988587

TOTAL AMOUNT PAID
$782.70

Billed to
JEFFERY KUMP
500 W BETHANY DR
STE 200
ALLEN, TX 75013-3730

Payment Date
3/08/2016

Paid By
Amex ending in 1020

Customer Account Number
60514187

Charges

DATE	DESCRIPTION	AMOUNT
3/08/2016	**Intuit QuickBooks Enterprise Solutions Software Fee** Billed One-time	**$411.35**
3/08/2016	Price	$380.00
3/08/2016	Sales Tax	$31.35
3/08/2016	Item Charge	**$411.35**
3/08/2016	**Intuit QuickBooks Enterprise Solutions Full Service Plan** Billed Annually	**$371.35**
3/08/2016	Price	$2,502.19
3/08/2016	Sales Tax	$206.43
3/08/2016	Item Charge	**$371.35**
3/08/2016	Credit Applied	$2,130.84
	Total Charges	$782.70

Payment

DATE	DESCRIPTION	AMOUNT
3/08/2016	Automatic payment using Amex ending in 1020 Payment reference # P1-21988587	$782.70
	Total Amount Paid	$782.70

Invoice from Intuit, dated 12/17/2016

PAYMENT NUMBER
P1-27633675

TOTAL AMOUNT PAID
$1,081.42

Billed to
JEFFERY KUMP
500 W BETHANY DR
STE 200
ALLEN, TX 75013-3730

Customer Account Number
60514187

Payment Date
12/17/2016

Paid By
Amex ending in 1020

Charges

DATE	DESCRIPTION	AMOUNT
12/17/2016	**Advanced Inventory** Billed Annually	**$1,081.42**
12/17/2016	Price	$999.00
12/17/2016	Sales Tax	$82.42
12/17/2016	Item Charge	**$1,081.42**
	Total Charges	**$1,081.42**

Payment

DATE	DESCRIPTION	AMOUNT
12/17/2016	Automatic payment using Amex ending in 1020 Payment reference # P1-27633675	$1,081.42
	Total Amount Paid	$1,081.42

Invoice from Salesforce, dated 9/26/2015

salesforce.com, inc.
San Francisco, CA 94105
United States

INVOICE

Bill To:
Forte Payment Systems
Attn: Jeff Kump
500 W Bethany Dr, Ste 200
Allen, TX 75013
US

Ship To:
Allen, TX 75013
US

Invoice Number:	07498318
Invoice Date:	9/26/2015
Invoice Due Date:	9/26/2015
Payment Terms:	Due Upon Receipt
Payment Method:	Credit Card
Account Number:	4-411158
Contract Number:	01171085
Invoice Amount:	USD 33,554.70

Remittance Information

Please Do Not Send Payment - Credit Card Information on File with salesforce.com.

Invoice Details

Vendor: Salesforce.com

Purchase Order #: NA

	Service	Quote #	Months	Qty	Unit Price+	Tax Rate	Tax	Total
1	Courtesy Administrators for Premier+ Success - Enterprise Edition Service Dates: 9/27/2015 - 9/26/2016	Q-00257044	12.00	1	0.00	0%	0.00	0.00
2	Premier+ Success Plan (Support & Admin) - Fee Service Dates: 9/27/2015 - 9/26/2016	Q-00257044	12.00	17	31.25	6.6%	420.75	6,795.75
3	Sales Cloud - Enterprise Edition Service Dates: 9/27/2015 - 9/26/2016	Q-00257044	12.00	17	123.05	6.6%	1,656.75	26,758.95
							Subtotal:	USD 33,554.70

Salesforce.com Total Charges: USD 33,554.70

+ The unit price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total price for this invoice was calculated using the actual price, rather than the unit price displayed above, and is the true and binding total for this Invoice.

Please note: Access to salesforce.com CRM subscription services is through remote Internet browser. This on-demand CRM service does not include the transfer of any software.

For more information regarding billing for your account, please view your account summary at: https://store.salesforce.com/apex/statementlist

For answers to frequently asked billing questions, please visit our Billing FAQ at http://www.salesforce.com/company/faq.jsp

The taxes and fees for Lightning Voice other than sales tax will vary based on jurisdiction and are listed at: http://www.salesforce.com/assets/pdf/misc/telecom-taxes-and-fees-list.pdf

To log a case regarding a billing query, please click here: https://www.salesforce.com/form/contact/billing-contact.jsp

contact customer service at 415-901-8457 for any questions.

This invoice was generated using Salesforce.

* Requires login access to Checkout.

Exhibit B

MERCHANT SERVICES AGREEMENT

1. GENERAL

Forte Payment Systems, Inc. ("FORTE") and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to FORTE's customers ("Merchant(s)") engaged in the business of selling goods or services. The Merchant Services Agreement ("Agreement") shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, Merchant will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Merchant and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Merchant at any given time shall apply.

2. USE LICENSE.

2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE.

2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise prohibited by FORTE, FORTE's financial institution or an applicable Payment Association or other regulatory body.

2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property.

2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP

3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Laws.

3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant's agreement to the terms of this Agreement or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.

3.3 All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. TRANSACTION PROCESSING SERVICES.

4.1 Accepting Transactions. FORTE shall accept Transactions on a 24-hour basis.

Transactions received after the designated cut-off time will be included in the next day's processing. FORTE is responsible only for processing Transactions that are received by FORTE in the proper format, pre-approved by FORTE and on a timely basis.

4.2 Identifying Numbers. Merchant understands and agrees that FORTE may rely solely on identifying numbers provided by Merchant to determine the bank and/or account related to each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name.

4.3 Processing Limits. FORTE may impose a cap on the number or dollar amount of Transactions it will process for Merchant. These limits may be adjusted as part of FORTE's standard risk management processes. If Merchant exceeds the established limits, FORTE may temporarily suspend Transaction processing and/or temporarily hold the funds that are in excess of the established limits. Should FORTE place a hold on Merchant's account due to a Merchant exceeding its limits, FORTE will provide Merchant with notice of the hold, including the reason for the hold.

4.4 Receiving Reports and Transaction Result Files. Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. Merchant is responsible for communicating with FORTE's systems to receive daily reports, settlement files and/or transaction results. FORTE is under no obligation to transmit this data to Merchant.

4.5 Modifying Transactions.

4.5.1 At Merchant's request, FORTE will make reasonable efforts to reverse, modify, or delete a Transaction after it has been submitted by Merchant prior to being submitted to the applicable payment network. All requests must be made by an individual pre-authorized by Merchant to make such requests, and timely delivered to FORTE.

4.5.2 Merchant agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of FORTE's inability to accomplish the requested modification or deletion before the Transaction has been submitted to the applicable payment network. Further, Merchant acknowledges that once a Transaction is submitted to the applicable payment network, it cannot be modified or deleted.

4.6 Rejecting, Delaying or Returning Transactions. FORTE may reject, delay or return any Transaction without prior notification to Merchant for any reason permitted or required under any applicable Rules, Regulations or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized. FORTE shall have no liability to Merchant by reason of the rejection, delay or return of any such Transaction. FORTE shall make available to Merchant details related to any such Transaction and FORTE may retransmit a returned or rejected Transaction at Merchant's request, but shall have no obligation to do so.

4.7 Reserve.

4.7.1 FORTE may require a security deposit or Reserve to process Transactions for Merchant. The Reserve may be used by FORTE to offset any returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant. Should FORTE determine that a Reserve is required, FORTE will provide Merchant reasonable notice regarding amount required and form of collecting the reserve. Merchant authorizes FORTE to make withdrawals or debits from the Reserve funds, without prior notice to Merchant, at such times and in such amounts as may be necessary to fulfill Merchant's obligations under this Agreement. Merchant also understands and agrees that such funds will be held in a non-interest bearing account with FORTE's ODFI and as such, FORTE shall not be responsible to Merchant for any interest on such funds. The Reserve amount may be revised based on periodic review of Merchant's financial condition, Transaction volumes, transaction amounts and return ratios resulting in a greater or lesser Reserve amount. Merchant will be notified of any such revision.

4.7.2 The Reserve may be funded through any or all of the following: (a) Direct payment by Merchant; or (b) A percentage of the Transactions settled on Merchant's behalf (a rolling Reserve).

4.7.3 The Reserve funds shall be held by FORTE for a minimum of ninety (90) calendar days beyond the date of the last item processed by FORTE on Merchant's behalf. In the event FORTE has reason to believe that (a) Merchant has acted in a fraudulent manner with regard to its account with FORTE or any Transaction processed through FORTE's systems; or (b) Merchant has not obtained proper authorization for one or more transactions; or (c) Merchant will not be able to meet its obligations to FORTE; or (d) FORTE is at risk of incurring additional expenses/potential losses due to Merchant's actions, FORTE may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law upon written notice to Merchant at the address FORTE has on file for Merchant's account. After expiration of the hold time period, the Reserve will then be returned to Merchant less any fees and/or any other amounts owed to FORTE.

4.8 Funding Hold. Should FORTE observe any irregular Transaction or possible fraudulent activity on Merchant's account, or as required by law or Payment Association, FORTE reserves the right to place a funding hold on Merchant's processing account without prior written notice to Merchant. In the event FORTE places a funding hold on Merchant's account under the terms of this Section, FORTE will provide Merchant with notice of the hold and the reason for such hold so long as communicating such would not create a security risk or violate any legal obligation of FORTE. Any funds held under this Section will be treated as a Reserve and be governed by the terms of this Section 4.

4.9 Authorization. Merchant specifically authorizes FORTE to debit and credit Merchant's designated bank account in order to carry out its duties under this Agreement and/or to collect any payment obligation owed to FORTE by Merchant hereunder.

5. PRICING AND PAYMENT.

Payment for all utilized products and services shall be in accordance with the fee schedule provided within this Agreement and as those fees may be amended by FORTE from time to time. Fees may be amended by FORTE with a minimum of thirty (30) days' notice and such amended fees will become effective on the designated effective date, which shall be no less than thirty (30) days' from the date of the written notice to Merchant. Continued use of the Services on and after the designated effective date shall be deemed acceptance of the amended fees.

5.1 Fees shall be immediately due and payable upon receipt of services unless otherwise agreed upon between the parties. Fees will be automatically debited from the designated bank account on or after the 10th of each month for the prior month's activity unless agreed upon between the parties.

5.2 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate Merchant's access to the Services in accordance with Section 19 below. Additionally, a $25.00 fee shall be assessed for any return of a debit processed to the designated bank account.

5.3 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of this Agreement, any amounts owed FORTE related to services provided to Merchant, including but not limited to chargebacks or returns posted to Merchant's account, or any fees, fines or costs incurred damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under the Agreement.

5.4 In the event the funds in the designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

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6. TAXES.

Each party is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) owed as a result of the processing relationship established hereunder and hold the other party harmless from all claims and liability arising from its failure to report or pay such taxes. Additionally, Forte will rely solely on Merchant to provide its proper entity name and corresponding federal tax identification number for submission to applicable taxing authorities. Merchant understands and agrees that it is liable for all ramifications from improper reporting to tax authorities unless such is based solely on Forte's actions or inactions.

7. REPRESENTATIONS AND WARRANTIES.

7.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

7.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

7.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by Merchants is transmitted accurately.

7.2 Merchant's Representations and Warranties. Merchant represents and warrants to FORTE that:

7.2.1 If applicable, Merchant represents and warrants that with respect to all Transactions originated by FORTE on behalf of Merchant that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) Merchant shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

7.2.2 Merchant agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on Merchant's behalf.

7.3 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

7.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

7.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

7.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

8. CONFIDENTIALITY.

8.1 Merchant's Confidentiality. Merchant acknowledges that the products, services and information relating to FORTE's products and services (including without limitation the terms of this Agreement) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE. Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of FORTE's confidential information. Neither Merchant nor any of its affiliates will make any unauthorized use of FORTE's confidential information or disclose, in whole or in part, FORTE's confidential information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to FORTE's confidential information. If FORTE becomes aware of Merchant's breach or threatened breach of this section, FORTE may suspend any and all rights granted to Merchant under the Agreement.

8.2 FORTE's Confidentiality. In performing its duties under this Agreement, FORTE agrees to safeguard and protect Merchant's confidential information, in the same manner it safeguards

and protects its own confidential information, but in any event using no less than reasonably prudent care and at all time consistent with applicable Laws, including those Laws relating to privacy and security of non-public consumer financial information.

8.3 Exceptions. Section 8 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by Acquirer or applicable Payment Association.

9. INDEMNIFICATION.

9.1 Each party bears all responsibility for its own employees' actions while in its employ.

9.2 Merchant shall indemnify and hold harmless FORTE, its directors, officers, employees, affiliates, and agents from and against any third-party claim, action or liability including losses, damages costs, expenses and reasonable attorneys' fees ("Claims") that may arise against FORTE as a result of Merchant's use of the Services, unless such loss is directly caused by FORTE's gross negligence or intentional misconduct. This indemnity includes but is not limited to Merchant's use of an Agent or any other third party sender or system.

9.3 All disputes between Merchant and its customer(s) and/or Receiver(s) relating to Merchant's use of the Services will be settled by and between Merchant and its customer(s) and/or Receiver, unless a direct result of FORTE's action or inaction.

9.4 Merchant shall have no obligation to defend or indemnify FORTE if Merchant is not notified promptly of a claim and is materially prejudiced thereby. Merchant shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided that FORTE shall have the right to participate in any such litigation insofar as its concerns claims against it directly, including the right to select and retain counsel of its own choosing to represent its own interests and at its own expense.

10. LIMITS OF LIABILITY.

10.1 Errors of Others. FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

10.2 Damages.

10.2.1 Neither party shall be liable for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the Agreement, including without limitation damages for loss of goodwill, reputation, profits, or other intangible losses, arising out of or in connection with the Services, or this Agreement. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees.

10.2.2 FORTE will use commercially reasonable efforts to provide Merchant with access to the Services in accordance with this Agreement. In no event will FORTE be liable for its failure to perform, except where FORTE failed to act in a commercially reasonable manner. If FORTE is adjudged liable to Merchant, the amount of damages recoverable by Merchant will not exceed the actual, direct damages of Merchant, but only to the extent that such damages are the result of FORTE's gross negligence or willful misconduct, and, in such cases, damages will be limited to the amount of the average monthly fees and charges paid by Merchant for the Service for the immediate three (3) month period prior to the event giving rise to Merchant's claim. FORTE will not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this Section 10 will survive the termination of this Agreement.

10.2.3 No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other

provisions of the Agreement have been breached or have proven ineffective.

10.3 Limitation on ODFI Liability. Merchant acknowledges that FORTE's ODFI is not liable for any action or failure to act by Merchant or FORTE, and that such ODFI shall have no liability whatsoever in connection with any products or services provided to Merchant by FORTE.

11. COMPLIANCE WITH RULES AND LAWS. In performing its duties under this Agreement, each party agrees to comply with all applicable Laws, including but not limited to any applicable data security requirements. FORTE bears no responsibility for any lack of compliance with these Rules and Laws by Merchant or its Agent and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law or Rule. Additionally, Merchant shall reimburse FORTE for any fines or loss of funds imposed on FORTE for any violation of applicable Rules or Laws by Merchant.

12. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.
Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. It is Merchant's obligation to regularly and promptly review all Transactions and other communications from FORTE and to promptly notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, Acquirer, Payment Network or financial institution. It is Merchant's responsibility to timely notify FORTE of any transfer that Merchant believes was made without proper authorization or in error. Merchant agrees to provide FORTE with written notice of any discrepancy or failure immediately upon discovery, not to exceed five (5) business days. Failure to so provide notice of such erroneous or unauthorized Transaction shall be deemed an acceptance by Merchant and a waiver of any and all rights to dispute such failure or error. FORTE shall bear no liability and have no obligations to correct any errors resulting from Merchant's failure to comply with the duties and obligations stated herein.

13. FORTE SERVICE POLICY.
FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. Merchant acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

14. USAGE.
14.1. Use Restricted to Non-Prohibited Purpose. Merchant agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security risk. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful or prohibited purpose. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.
14.2 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by Merchant through FORTE's Services. FORTE reserves the right to deny access to, or close any account Merchant has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

14.3 Use of Result Information. FORTE may track, review, compile, store and use any information received from a Payment Association regarding a Transaction.

15. AUDIT REQUIREMENTS.
In accordance with its standard risk and compliance processes, FORTE shall maintain the right to periodically audit Merchant's account to ensure proper usage and updated information on the account. Merchant agrees to cooperate fully with FORTE in conducting any such review of Merchant, its account and/or its use of the Services to verify that Merchant is using the services in compliance with this Agreement and all applicable security standards and laws.

16. CREDIT REVIEW AND DOCUMENTATION REQUIREMENTS.
Merchant is on notice that FORTE will review Merchant's business and financial documentation and circumstances as part of its original underwriting of Merchant's account and/or FORTE may from time to time after initial approval, audit of Merchant's account thereafter. Merchant agrees to fully cooperate with FORTE's reasonable requests for additional information and/or documentation through any such process. Further, Merchant authorizes FORTE to (i) authenticate Merchant's ownership of the bank account provided to FORTE for use in providing Services; (ii) to access information stored with any credit reporting or investigative agency to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement. Subsequent investigative reports or inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

17. VOLUME AND FINANCIAL RE-EVALUATION.
FORTE reserves the right to re-evaluate Merchant's account, including but not limited to Transaction volume, chargeback ratio, Merchant's current financial position and other risk indicators. FORTE may undertake such a re-evaluation as it deems necessary throughout the course of FORTE's business relationship with Merchant. Any such re-evaluation will be done in keeping with FORTE's standard risk prevention policies. Such re-evaluation may result in modification of the fee structure, reserve or termination of the Agreement between Merchant and FORTE.

18. TERM AND TERMINATION.
18.1 Term. The Agreement shall have an initial term of one (1) month from and after the Effective Date and shall automatically renew for successive one (1) month periods unless either party provides ten (10) days' prior written notice of termination to the other party. Merchant's account will be closed at the end of the then-current billing cycle.
18.2 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if FORTE reasonably determines that Merchant has violated any material term, condition, covenant, or warranty of the Agreement; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business that FORTE is prohibited from providing its services to; (iv) if Merchant is using the Services for a purpose other than a permissible use; (v) if FORTE reasonably determines that Merchant is the subject of a government investigation that is likely to impact Merchant's receipt of the Services; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.
18.3 Payment by Third Party. If Merchant's fees for the Services are paid by a third party, should the third party fail to make payment in accordance with the terms of its agreement with FORTE, FORTE may immediately suspend or terminate Merchant's access to the Services until payment is received or seek payment from Merchant directly in order to continue servicing Merchant.
18.4 Post-termination Rights and Obligations. Upon the effective date of termination of the Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's

obligations in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination.

19. AMENDMENT OR MODIFICATION OF TERMS.
Unless otherwise provided for in this Agreement, FORTE reserves the right to amend the terms of this Agreement upon at least thirty (30) days written notice to Merchant. Merchant's continued use of the Services after the designated Effective Date shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or Regulation.

20. ASSIGNMENT.
The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant, but shall provide reasonable notice of such assignment to Merchant.

21. NOTICE.
Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

22. NO AGENCY; EXCEPTION.
Merchant and FORTE are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement; provided, however, FORTE will be acting solely on Merchant's behalf as Merchant's Agent to the extent FORTE collects and disburses funds electronically to and from Merchant's customers on Merchant's behalf. FORTE will NOT be acting as an agent or contractor for Merchant's customers in any capacity while performing the Services for Merchant.

23. GENERAL PROVISIONS.
23.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon Merchant's acceptance of the terms of this Agreement and FORTE's approval.
23.2 Governing Law. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the Agreement.
23.3 Force Majeure. Neither party will be held liable for any damages, delay or failure to perform any of its obligations under this Agreement if such damages, delay or failure is due to circumstances beyond the reasonable control of such party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, strikes and governmental acts or orders or restrictions. The party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance.
23.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.
23.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and

will not act to amend or negate the rights of the waiving party.

23.6 Entire Agreement. This Agreement, including the Application and any applicable appendices, constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

24. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) a person authorized to bind Merchant indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (2) such authorized person consents and intends to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Merchant Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A
DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

CPA - Canadian Payment Association responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Credit Entry – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receivers –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.
Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions –Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

APPENDIX B
ACH/EFT PROCESSING SERVICES

1. Description of Services. FORTE shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network on Merchant's behalf. For Debit Entries, FORTE shall first originate each debit transaction through its ODFI to the ACH/EFT Networks for withdrawal from the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with FORTE's ODFI and scheduled for settlement to Merchant. For Credit Entries, FORTE will submit each Credit Transaction to the end-of-day settlement process and then schedule each transaction for Origination. On the date scheduled, each Credit Transaction is then originated through FORTE's ODFI to the ACH/EFT networks for deposit to the Receiver's account.

2. Holding of Funds. The standard hold time of Merchant's funds for settlement of Debit transactions and origination of Credit transactions is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by FORTE and supporting documents. FORTE may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request.

3. Settlement and Finality.

3.1 At the close of each Business Banking Day, FORTE will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, FORTE will initiate a Settlement transaction to Merchant's Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

3.2 In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at FORTE's discretion.

4. Transaction Authorization.

4.1 Receiver Authorization. Merchant shall obtain authorization from Receiver prior to originating a Transaction to Receiver's account. Merchant shall retain proof of customer(s)' and/or Receiver's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

4.2 Revoked Authorization. Merchant shall cease initiating Transactions to a Receiver's account immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver's account only upon receiving new authorization from Receiver.

5. Provisional and Final Payment. Merchant, Merchant's third party senders, and/or Merchant's agent(s) acknowledge receipt of notice that for Entries transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and the Merchant will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of the Merchant concerning the Entry are governed by and construed in accordance with the laws of the State of Texas, unless Merchant and Forte have agreed that the laws of another jurisdiction govern their rights and obligations.

6. Chargebacks.

6.1 Merchant will be charged a chargeback fee as specified on the fee schedule, on a per occurrence basis, for every Chargeback posted to Merchant's account.

6.2 Using limits established by a Payment Association as a standard for review, FORTE reserves the right to suspend and/or terminate Merchant's access to the Services

should Merchant's chargeback ratio exceed allowable limits, as specified by the applicable Rules.

6.3 FORTE will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to

Associations Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits.

suspending or terminating Merchant's access to the Services.

6.4 In compliance with the Rules, Merchant authorizes FORTE to provide to ODFI and Payment

6.5 Merchant acknowledges FORTE's right to reimbursement of any chargebacks or returns that post to Merchant's account that FORTE is unable, for any reason, to debit from Merchant's bank account.

APPENDIX C
U.S. CARD PROCESSING SERVICES

1. Certain Merchant Responsibilities.

1.1 Merchant agrees to participate, and to cause Merchant's Agent, to participate, in the Associations in compliance with, and subject to, the by-laws and Rules. Merchant also agrees to comply with all Laws. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Merchant's software providers and/or equipment providers.

1.2 If appropriately indicated on Merchant's application attached hereto, Merchant may be a limited-acceptance Merchant, which means that Merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Merchant, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

1.3 Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Merchant, or for purposes related to financing terrorist activities.

1.4 Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

1.5 Merchant understands and agrees that should it process credit card Transactions in excess of $100,000 annually, it may be required to enter a processing agreement directly with the Acquirer. The terms of this clause may be revised unilaterally by FORTE based on any changes to requirements by the applicable Acquirer or Payment Association(s).

2. Merchant Prohibitions.

Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Merchant, v) disburse funds in

the form of cash unless Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Merchant), or Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Merchant, or ix) submit a transaction that represents collection of a dishonored check. Merchant further agrees that, under no circumstance, will Merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement.

Upon receipt of Merchant's sales data for card transactions through FORTE's Services, Acquirer will process Merchant's sales data to facilitate the funds transfer between the various Associations and Merchant. After Acquirer receives credit for such sales data, Acquirer will fund Merchant, either directly to the Merchant-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Merchant agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Merchant, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Merchant. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Merchant-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Merchant if settled to Merchant-owned account or debited from the FORTE Designated Account if settled to that account.

4. American Express Card Acceptance.

4.1 Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Agreement. In addition, Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Card Members as defined in the American Express Guide.

4.2 Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may

be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4.3 Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

4.4 Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

4.5 Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

4.6 Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercise, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

APPENDIX D
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Merchant. Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses under the FCRA as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in the FCRA Requirements Addendum ; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Merchant understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Merchant is declining based on other grounds and/or information. Further, if Merchant does decline services to a FORTE approved consumer or customer based on alternate information, Merchant shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Merchant shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Merchant wants to verify.

3. Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX E
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of Merchant's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
2. **Merchant Requirements for Account Updater Participation.**
    a. Merchant must be properly established and registered in the United States.
    b. Merchant must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
    c. Merchant must be in compliance with all Card Association Operating Regulations.
    d. Merchant must submit inquiries only for those account with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
    e. Merchants may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
    f. Merchant must not submit inquiries on behalf of any other entity.
    g. Merchant assumes all risk associated with the use of the Account Updater Service. Forte shall have no liability whatsoever to Merchant for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX F
THIRD PARTY AGENT AUTHORIZATION

Merchant authorizes _____ ("Agent") to act as an agent for Merchant on its account with FORTE including but not limited to acting on behalf of Merchant to establish an account with FORTE and to originate and manage Transactions through that account.

APPENDIX G
PERSONAL GUARANTY

The signatory below (the "Guarantor") is a principal of Merchant or other third party, and hereby personally guarantees to Forte Payment Systems, Inc. ("FORTE"), as well as to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, whether arising before or after termination of the Agreement. Guarantor understands further that its obligations are independent of Merchant's obligations and that FORTE shall have no obligation to pursue any right or remedy it may have against Merchant or any other guarantor of these obligations prior to enforcing this guaranty against Guarantor. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this Agreement made by or agreed to by FORTE or Merchant. It shall not be discharged or affected by the death of the Guarantor, but will bind all heirs, administrators, representatives and assigns. Guarantor has no rights of subrogation, reimbursement, indemnification or contribution arising from the existence or performance of this Guaranty, including rights arising under any contract, statutory law or the Bankruptcy Code (Title 11 of the U.S. Code). Guarantor has no right to enforce a remedy which FORTE now has or may later have as against Merchant nor to participate in security now or later held by FORTE. Guarantor may not raise a defense based on a claim that the responsibilities of Guarantor under the Guaranty are more burdensome than or exceed amounts due FORTE by Merchant. Guarantor shall pay all reasonable attorney fees, including allocated costs of FORTE's in-house counsel, court costs and all other expenses FORTE incurs in enforcing this Guaranty. Guarantor hereby waives any notice of acceptance of this guaranty, notice of nonpayment or non-performance of any provision of the Agreement by Merchant, and all other notices or demands regarding the Agreement. Guarantor agrees to promptly provide to FORTE any information reasonably requested from time to time, concerning his or her financial condition(s), business history, business relationships and employment information.

Signature: _____

Printed name: _____ Date: _____

1. GENERAL

Forte Payment Systems, Inc. ("FORTE") and its affiliates provide transaction processing services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to FORTE's customers ("Merchant(s)") engaged in the business of selling goods or services. The Merchant Services Agreement ("Agreement") consists of these Terms and Conditions and all attachments hereto, including but not limited to all applicable appendices, addendums and the Merchant Services Application and is made by and between FORTE and Merchant. Under the terms of the Agreement, Merchant will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Merchant and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Merchant at any given time shall apply.

2. USE LICENSE.

2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE.

2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise prohibited by FORTE, FORTE's financial institution or an applicable Payment Association or other regulatory body.

2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property.

2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

2.5 Customer authorizes FORTE to collect, store and process Merchant data subject to the terms of this Agreement and all applicable Rules and Regulations.

3. OWNERSHIP

3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law.

3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.

3.3 All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. TRANSACTION PROCESSING SERVICES.

4.1 **Accepting Transactions.** FORTE shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. FORTE is responsible only for processing Transactions that are received by FORTE in the proper format, pre-approved by FORTE and on a timely basis. Merchant understands and agrees that FORTE may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name.

4.2 **Processing Limits.** FORTE may impose a cap on the number or dollar amount of Transactions it will process for Merchant. These limits may be changed by FORTE from time to time, upon notice to Merchant or, at FORTE's sole discretion, upon a written request by Merchant. If Merchant exceeds the established limits, FORTE may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.

4.3 **Receiving Reports and Transaction Result Files.** Merchant is responsible for communicating with FORTE's system to receive daily reports, settlement files and/or transaction results. FORTE is under no obligation to transmit this data to Merchant.

4.4 **Modifying Transactions.**

4.4.1 At Merchant's request, FORTE will make reasonable efforts to reverse, modify, or delete a

Transaction after it has been submitted by Merchant prior to being submitted to the applicable Transaction Network. All requests must be made by an individual pre-authorized by Merchant to make such requests, and delivered to FORTE.

4.4.2 Merchant agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of FORTE's inability to accomplish the requested modification or deletion before the Transaction has been submitted to the applicable Transaction Network. Further, Merchant acknowledges that once a Transaction is submitted to the applicable Transaction Network, it cannot be modified or deleted.

4.5 Rejecting, Delaying or Returning Transactions. FORTE may reject, delay or return any Transaction without prior notification to Merchant for any reason permitted or required under any applicable Rules, Regulations or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized. FORTE shall have no liability to Merchant by reason of the rejection, delay or return of any such Transaction. FORTE shall make available to Merchant details related to any such Transaction and FORTE may retransmit a returned or rejected Transaction at Merchant's request, but shall have no obligation to do so.

4.6 Reserve.

4.6.1 FORTE may require a security deposit or "Reserve" to process Transactions for Merchant. The Reserve may be used by FORTE to offset any returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant. Should FORTE determine that a Reserve is required, FORTE will provide Merchant reasonable notice. Merchant understands that such funds are not the property of Merchant until released to Merchant's account and as such, FORTE shall make withdrawals from the reserve funds at such times and in such amounts as may be necessary to fulfill Merchant's obligations under this Agreement. Merchant also understands and agrees that FORTE shall not be responsible to Merchant for any interest on such funds. The Reserve amount may be revised based on periodic review of Merchant's financial condition, Transaction volumes, transaction amounts and return ratios resulting in a greater or lesser Reserve amount.

4.6.2 The Reserve Account may be funded through any or all of the following: (a) Direct payment by Merchant; or (b) A percentage of the Transactions settled on Merchant's behalf.

4.6.3 The Reserve funds shall be held by FORTE for a minimum of ninety (90) calendar days beyond the date of the last item processed by FORTE on Merchant's behalf. In the event FORTE has reason to believe that (a) Merchant has acted in a fraudulent manner; or (b) Merchant has not obtained proper authorization for one or more transactions; or (c) Merchant will not be able to meet its obligations to FORTE; or (d) that FORTE is at risk of incurring additional expenses/potential losses due to Merchant's actions, FORTE may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law. The Reserve Deposit will then be returned to Merchant less any fees and/or any other amounts owed to FORTE.

4.7 Funding Hold. Should FORTE observe any irregular Transaction or possible fraudulent activity on Merchant's account, or as required by law, FORTE reserves the right to place a funding hold on Merchant's processing account without prior written notice to Merchant.

5. PRICING AND PAYMENT.

Payment for all utilized products and services shall be in accordance with the fee schedule provided within this Agreement and as those fees may be amended by FORTE from time to time. Fees may be amended by FORTE with a minimum of 10 days' notice and such amended fees will become effective on the designated effective date, which shall be no less than ten (10) days' from the date of the written notice to Merchant. Continued use of the Services on and after the designated effective date shall be deemed acceptance of the amended fees.

5.1 Fees shall be immediately due and payable upon receipt of services unless otherwise agreed upon between the parties. Fees will be automatically debited from the designated bank account on or around the 10th day of each month for the prior month's activity unless agreed upon between the parties.

5.2 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate Merchant's access to the Services in accordance with Section 19 below. Additionally, a $25.00 fee shall be assessed for any return of a debit processed to the designated bank account.

5.3 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of this Agreement, any amounts owed FORTE related to services provided to Merchant, including chargebacks or returns posted to Merchant's account, or any fees, fines or costs incurred damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under the Agreement.

5.4 In the event the funds in the designated account are insufficient to cover Merchant's obligations, Merchant

agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

6. TAXES.

Each party is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) owed as a result of the processing relationship established hereunder and hold the other party harmless from all claims and liability arising from its failure to report or pay such taxes. . Additionally, Forte will rely solely on Merchant to provide its proper entity name and corresponding federal tax identification number for submission to applicable taxing authorities. Merchant understands and agrees that it is liable for all ramifications from improper reporting unless such is based solely on Forte's actions or inactions.

7. REPRESENTATIONS AND WARRANTIES.

7.1 FORTE's Representations and Warranties. FORTE represents and warrants to Merchant that:

7.1.1 FORTE's agreement to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.

7.1.2 FORTE shall comply with all state and federal regulations regarding the proper treatment of nonpublic consumer information and shall handle Merchant's information and that of its customers with the level of care it does FORTE's own Confidential Information.

7.1.3 To the best of FORTE's knowledge, none of its products or services violates any Laws.

7.2 Merchant's Representations and Warranties. Merchant represents and warrants to FORTE that:

7.2.1 Merchant's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party.

7.2.2 To the best of Merchant's knowledge, neither any information delivered by Merchant to FORTE in support of the Agreement nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

7.2.3 None of the activities for which Merchant has engaged the services of FORTE shall violate any Laws. Neither Merchant nor any of its affiliates will use the FORTE products and/or services for any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability.

7.2.4 When executed and delivered by Merchant, the Agreement with FORTE will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.

7.2.5 If applicable, Merchant represents and warrants that with respect to all Transactions originated by FORTE on behalf of Merchant that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) Merchant shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

7.2.6 Merchant agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on Merchant's behalf.

8. CONFIDENTIALITY.

8.1 Merchant's Confidentiality. Merchant acknowledges that the products, services and information relating to FORTE's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the "FORTE Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Merchant's breach or threatened breach of this section, FORTE may suspend any and all rights granted to Merchant under the Agreement and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

8.2 FORTE's Confidentiality and Acknowledgement of Data Protection. In performing its duties under this Agreement, FORTE will comply with all Laws relating to privacy and security of non-public consumer financial information.

8.3 Exceptions. This section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally

known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by Acquirer or applicable Payment Association.

9. INDEMNIFICATION.

9.1 Merchant shall indemnify and hold harmless FORTE, its directors, officers, employees, affiliates, and agents from and against any third-party claim, action or liability including losses, damages, costs, expenses and reasonable attorneys' fees ("Claims") that may arise against FORTE as a result of Merchant's use of the Services. This indemnity includes but is not limited to Merchant's use of an Agent or any other third party sender or system; or any dispute between Merchant and its customer(s) or Receiver(s) not directly caused by FORTE's gross negligence or intentional misconduct.

9.2 Merchant shall indemnify FORTE for any losses, liabilities, costs or expenses FORTE or any third party suffers or incurs as a result of an incorrect account or other identification. All disputes between Merchant and its customer(s) and/or Receiver(s) relating to any Transaction will be settled by and between Merchant and its customer(s) and/or Receiver(s). All disputes between Merchant and a third party related to the processing of a transaction, unless directly caused by FORTE, will be settled by and between Merchant and the party processing the transaction. Merchant agrees that FORTE bears no responsibility or involvement in any such dispute.

9.3 Each party bears all responsibility for its own employees' actions while in that party's employ. Each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents, from and against any Claims that may arise against the indemnified party as a direct result of (i) the indemnifying party's failure to comply with applicable Laws or Rules; or (ii) the indemnifying party's gross negligence or willful misconduct. The indemnifying party shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided that the indemnified party shall have the right to participate in any such litigation insofar as its concerns Claims against it directly, including the right to select and retain counsel of its own choosing to represent its own interests and at its own expense.

9.4 No party shall have an obligation to defend or indemnify the other party if the indemnifying party is not notified promptly of the Claim and is materially prejudiced thereby.

10. LIMITS OF LIABILITY.

10.1 Errors of Others. FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

10.2 Limitation on Acquirer Liability. Merchant acknowledges that Acquirer is not liable for any action or failure to act by Merchant or FORTE, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Merchant by FORTE.

10.3 Damages.

10.3.1 Neither party shall be liable to the other or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the Agreement whether or not (i) any claim for these damages is based on tort or contract; or (ii) the other party knew or should have known the likelihood of such damages occurring under the circumstances. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees.

10.3.2 FORTE's maximum liability hereunder for any claims whatsoever shall in no event exceed three (3) months' processing fees.

10.3.3 No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.

11. COMPLIANCE WITH RULES, REGULATIONS AND LAWS. In performing its duties under this Agreement, each party agrees to comply with all applicable Laws, including but not limited to any applicable data security requirements. FORTE bears no responsibility for any lack of compliance with these Rules and Laws by Merchant or its Agent and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law or Rule. Additionally, Merchant shall reimburse FORTE for any fines or loss of funds imposed on FORTE for any violation of applicable Rules or Laws by Merchant.

12. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.

Merchant shall regularly and promptly review all Transactions and other communications from FORTE and shall notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, Acquirer, Payment Network or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization

or in error. Merchant agrees to provide FORTE with written notice of any discrepancy or failure immediately upon discovery, not to exceed fine (5) business days. Failure to so provide notice shall be deemed an acceptance by Merchant and a waiver of any and all rights to dispute such failure or error. FORTE shall bear no liability and have no obligations to correct any errors resulting from Merchant's failure to comply with the duties and obligations stated herein.

13. FORTE SERVICE POLICY.
Merchant acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

14. USAGE.
14.1. Use Restricted to Lawful Purpose. Merchant agrees to use the Services solely for lawful purposes. Merchant agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security breach. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful purpose. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.
14.2 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by Merchant through FORTE's Services. FORTE reserves the right to deny access to, or close any account Merchant has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.
14.3 Use of Result Information. FORTE may track, review, compile, store and use any information received from a Payment Association regarding a Transaction.

15. AUDIT REQUIREMENTS.
FORTE shall maintain the right to randomly audit Merchant's account to ensure proper usage and updated information on the account. Merchant agrees to cooperate fully with FORTE in conducting such a review of Merchant, its account and/or use of the Services to verify that Merchant is using the services in compliance with this Agreement and all applicable security standards and laws.

16. DISCLAIMER OF WARRANTIES.
Except as otherwise specifically provided herein, FORTE's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, FORTE expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the FORTE products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the FORTE products or services, whether made by employees of FORTE or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by FORTE for any purpose, or give rise to any liability of FORTE whatsoever.

17. INVESTIGATIVE REPORT.
Merchant is on notice that an investigative or Consumer Report may be made in connection with the Agreement. Merchant authorizes FORTE or any Credit Bureau or any Credit Reporting Agency employed by FORTE or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement or for the purpose of obtaining services from FORTE. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

18. VOLUME AND FINANCIAL RE-EVALUATION.
FORTE reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of FORTE's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount or termination of the Agreement between Merchant and FORTE.

19. TERM AND TERMINATION.
19.1 Term. The Agreement shall have an initial term of one (1) year from and after the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides thirty (30) days' written notice of termination to the other party prior to the end of the current term. Merchant's account will be closed at the end of the then-current billing cycle.
19.2 Early Termination Fee. Merchant agrees and acknowledges that should the Agreement be terminated for any reason prior to the expiration of the initial term of

one (1) year, Merchant shall be assessed an early termination fee of $99.00, payable to FORTE along with any and all other financial obligations due FORTE in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate without cause within the first 30 calendar days of the initial term.

19.3 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if FORTE reasonably determines that Merchant has violated any term, condition, covenant, or warranty of the Agreement or Terms and Conditions; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business that FORTE is prohibited from providing its services to; (iv) if Merchant is using the Services for a purpose other than a permissible use; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

19.4 Payment by Agent. If Merchant's fees for the Services are paid by a third party, should the third party fail to make payment in accordance with the terms of its agreement with FORTE, FORTE may immediately suspend or terminate Merchant's access to the Services until payment is received or seek payment from Merchant directly in order to continue providing services to Merchant.

19.5 Post-termination Rights and Obligations. Upon the effective date of termination of the Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination. Promptly upon termination of the Agreement for any reason, Merchant shall return or destroy, as requested by FORTE, all materials pertaining to the Services, including all copies thereof.

20. AMENDMENT OR MODIFICATION OF TERMS.

Unless otherwise provided for in these Terms and Conditions, FORTE reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after the designated Effective Date shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or Regulation.

21. ASSIGNMENT.

The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant, but shall provide notice of such assignment to Merchant.

22. NOTICE.

Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

23. GENERAL PROVISIONS.

23.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon FORTE's approval of Merchant's signed or e-signed application.

23.2 Jurisdiction/Venue. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the Agreement.

23.3 Force Majeure. Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

23.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

23.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

23.6 Entire Agreement. This Agreement, including the Application and any applicable appendices, constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

24. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Merchant Services Agreement and related documents, (2) you consent and intend to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Merchant Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A
DEFINITIONS

Account Maintenance – A fee assessed to a Merchant for changing the settlement bank account from the existing bank account to a different bank account. This fee covers the costs associated with verifying the new account. The current fee amount, as well as periodic updates thereto, is provided at http://www.forte.net/legal.

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or credit card processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

ACH Chargeback – Any ACH item which is returned designated with the following return codes: R05, R07, R10, R29 and R51. The current fee amount, as well as periodic updates thereto, is provided at http://www.forte.net/legal.

Business Banking Day – Monday through Friday excluding banking holidays.

Credit Entry – An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Excessive Returns – Any merchant with more than the defined percentage of returns in a single billing cycle (calendar month), will be assessed an additional fee per returned item.

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, STAR, Pulse.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Recall– Similar to a Reversal (see below) but used for recovery of a transaction beyond the four banking day timeframe. The current fee amount, as well as periodic updates thereto, are provided at http://www.forte.net/legal.

Receivers –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Returned Entries – Any Transaction returned or rejected by FORTE, ODFI or RDFI.

Reversal– A request made to the RDFI within four days of effective entry date for return of a duplicate or erroneous entry that has already been introduced into the ACH system. The current fee amount, as well as periodic updates thereto, is provided at http://www.forte.net/legal.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated Transaction Network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, or (b) the extraction of funds for

Credit Entries, Reserve funding or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

WSUPP – Written Statement Under Penalty of Perjury – A written statement obtained by the RDFI from the consumer prior to initiating a return for an entry that the consumer claims is unauthorized, ineligible or improper or for which the authorization has been revoked. The current fee amount, as well as periodic updates thereto, is provided at http://www.forte.net/legal.

APPENDIX B
U.S. CARD PROCESSING SERVICES

1. Certain Merchant Responsibilities.

1.1 Merchant agrees to participate, and to cause Merchant's Agent, to participate, in the Associations in compliance with, and subject to, the by-laws and Rules. Merchant also agrees to comply with all Laws. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Merchant's software providers and/or equipment providers.

1.2 If appropriately indicated on Merchant's application attached hereto, Merchant may be a limited-acceptance Merchant, which means that Merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Merchant, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

1.3 Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Merchant, or for purposes related to financing terrorist activities.

1.4 Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

1.5 Merchant understands and agrees that should it process credit card Transactions in excess of $100,000 annually, it may be required to enter a processing agreement directly with the Acquirer. The terms of this clause may be revised unilaterally by FORTE based on any changes to requirements by the applicable Acquirer or Payment Association(s).

2. Merchant Prohibitions.

Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Merchant, v) disburse funds in the form of cash unless Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Merchant), or Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Merchant, or ix) submit a transaction that represents collection of a dishonored check. Merchant further agrees that, under no circumstance, will Merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

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3. **Settlement.**
Upon receipt of Merchant's sales data for card transactions through FORTE's Services, Acquirer will process Merchant's sales data to facilitate the funds transfer between the various Associations and Merchant. After Acquirer receives credit for such sales data, Acquirer will fund Merchant, either directly to the Merchant-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Merchant agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Merchant, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Merchant. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Merchant-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Merchant if settled to Merchant-owned account or debited from the FORTE Designated Account if settled to that account.

4 **American Express Card Acceptance.**
4.1 Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Agreement. In addition, Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Card Members as defined in the American Express Guide.
4.2 Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes f this section shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
4.3 Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
4.4 Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.
4.5 Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against merchant to the extent applicable to American Express processing. Merchant's

termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

4.6 Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express.

Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercise, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

APPENDIX C
ACH PROCESSING SERVICES

1. Description of Services. FORTE shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network on Merchant's behalf. For Debit Entries, FORTE shall first originate each debit transaction through its ODFI to the ACH Network for withdrawal from the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with FORTE's ODFI and scheduled for settlement to Merchant. For Credit Entries, FORTE will submit each Credit Transaction to the end-of-day settlement process and then schedule each transaction for Origination. On the date scheduled, each Credit Transaction is then originated through FORTE's ODFI to the ACH Network for deposit to the Receiver's account.

2. Holding of Funds. The standard hold time of Merchant's funds for settlement of Debit transactions and origination of Credit transactions is three (3) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by FORTE and supporting documents. FORTE may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request.

3. Settlement and Finality.

3.1 At the close of each Business Banking Day, FORTE will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, FORTE will initiate a Settlement transaction to Merchant's Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

3.2 In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at FORTE's discretion.

4. Transaction Authorization.

4.1 Receiver Authorization. Merchant shall obtain authorization from Receiver prior to originating a Transaction to Receiver's account.

4.2 Retention. Merchant shall retain proof of its customer's and/or Receiver's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

4.3 Revoked Authorization. Merchant shall cease initiating Transactions to a Receiver's account immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver's account only upon receiving new authorization from Receiver.

5. ACH Chargebacks.

5.1 Merchant will be charged a chargeback fee as specified on the MSA, on a per occurrence basis, for every ACH Chargeback posted to Merchant's account.

5.2 Using limits established by NACHA as a standard for review, FORTE reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits during the span of forty-two (42) consecutive Business Banking Days.

5.3 FORTE will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services.

5.4 In compliance with the Rules, Merchant authorizes FORTE to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits.

5.5 Merchant acknowledges FORTE's right to reimbursement of any chargebacks or returns that post to Merchant's account that FORTE is unable, for any reason, to debit from Merchant's bank account.

6. NSF Fee Rebate Program. If Merchant is participating in FORTE's NSF Fee collection and rebate program, FORTE will attempt to electronically debit an NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for Insufficient Funds (NSF) or Uncollected Funds. FORTE shall rebate Merchant a percentage of any such funds successfully collected from Receiver, as established on the MSA.

APPENDIX D
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. **Representation by Merchant.** Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses under the FCRA as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in the FCRA Requirements Addendum ; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. **Permissible Uses.**

2.1 MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Merchant understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Merchant is declining based on other grounds and/or information. Further, if Merchant does decline services to a FORTE approved consumer or customer based on alternate information, Merchant shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Merchant shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Merchant wants to verify.

3. **Retention of Data.** Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX E
THIRD PARTY AGENT AUTHORIZATION

Merchant authorizes _____ ("Partner") to act as an agent on its account with FORTE including but not limited to acting on behalf of Merchant to establish an account with FORTE and to originate and manage Transactions through that account.

MERCHANT SERVICES
TERMS AND CONDITIONS

1. GENERAL
Forte Payment Systems, Inc. ("FORTE") and its affiliates provide transaction processing services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (the "Services") to FORTE's customers ("Merchant(s)") engaged in the business of selling goods or services. The Merchant Services Application and Agreement ("Agreement") consists of these Terms and Conditions and all attachments hereto, including but not limited to all appendices, addendums and the Merchant Services Application and is made by and between ACH Direct, Inc. ("FORTE") and Merchant. Under the terms of the Agreement, Merchant will be furnished with the products and services described herein which are selected by Merchant (collectively and individually, as applicable, the "Services").

2. USE LICENSE.
2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE.
2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise notified by FORTE.
2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property.
2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP
3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law.
3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.
3.3 All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.achdirect.com/resources/trademark.asp.

4. TRANSACTION PROCESSING SERVICES.
4.1 Accepting Transactions. FORTE shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. FORTE is responsible only for processing Transactions that are received by FORTE in the proper format, pre-approved by FORTE and on a timely basis.
4.2 Processing Limits. FORTE may impose a cap on the number or dollar amount of Transactions it will process for Merchant. These limits may be changed by FORTE from time to time, upon notice to Merchant. If Merchant exceeds the established limits, FORTE may temporarily suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.
4.3 Receiving Reports and Transaction Result Files. Merchant is responsible for communicating with FORTE's Host Processing System to receive daily reports and/or transaction result files. FORTE is under no obligation to transmit this data to Merchant.
4.4 Modifying Transactions.
4.4.1 At Merchant's request, FORTE will make reasonable efforts to reverse, modify, or delete a Transaction after it has been submitted by Merchant prior to being submitted to the applicable Transaction Network. All requests must be made by an individual pre-authorized by Merchant to make such requests, and delivered to FORTE.
4.4.2 Merchant agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of FORTE's inability to accomplish the requested modification or deletion before the Transaction has been submitted to the applicable Transaction Network. Further, Merchant acknowledges that once a Transaction is submitted to the applicable Transaction Network, it cannot be modified or deleted.
4.5 Rejecting, Delaying or Returning Transactions. FORTE may reject, delay or return any Transaction without prior notification to Merchant for any reason permitted or required under any applicable Rules, Regulations or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized. FORTE shall have no liability to Merchant by reason of the rejection, delay or return of any such Transaction. FORTE shall make available to Merchant details related to any such Transaction and FORTE may retransmit a returned or rejected Transaction at Merchant's request, but shall have no obligation to do so.
4.6 Reserve Account.
4.6.1 FORTE may require a security deposit or "Reserve Account" to process transactions for Merchant. The Reserve Account may be used by FORTE to offset any returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant. Should FORTE determine that a Reserve is required, Merchant shall be provided notice in writing. Merchant and Merchant's guarantor hereby grant FORTE a security interest in all said accounts and authorizes FORTE to make such withdrawals at such times and in such amounts as may be necessary under this Agreement. The Reserve amount may be revised based on periodic review of Merchant's transaction volumes, transaction amounts and return ratios resulting in a greater or lesser Reserve amount.

4.6.2 The Reserve Account may be funded through any or all of the following: (a) Direct payment by Merchant; or (b) A percentage of the transactions processed on Merchant's behalf. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by FORTE under the terms of this provision.

4.6.3 The Reserve funds shall be held by FORTE for a minimum of ninety (90) calendar days beyond the date of the last item processed by FORTE on Merchant's behalf. In the event FORTE has reason to believe that (a) Merchant has acted in a fraudulent manner; or (b) Merchant has not obtained proper authorization for one or more transactions; or (c) Merchant will not be able to meet its obligations to FORTE; or (d) that FORTE is at risk of incurring additional expenses due to Merchant's actions, FORTE may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law. The Reserve Deposit will then be returned to Merchant less any fees and/or any other amounts owed to FORTE.

5. ACH PROCESSING SERVICES.

5.1 Description of Services. FORTE shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network on Merchant's behalf. For Debit Entries, FORTE shall first originate each debit transaction through its ODFI to the ACH Network for withdrawal from the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with FORTE's ODFI and scheduled for settlement to Merchant. For Credit Entries, FORTE will submit each Credit Transaction to the end-of-day settlement process and then schedule each transaction for Origination. On the date scheduled, each Credit Transaction is then originated through FORTE's ODFI to the ACH Network for deposit to the Receiver's account.

5.2 Holding of Funds.

5.2.1 The standard hold time of Merchant's funds for settlement of Debit transactions and origination of Credit transactions is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by FORTE and supporting documents. FORTE may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request.

5.2.2 Should FORTE observe any irregular Transaction or fraudulent activity by Merchant, or as required by law, FORTE reserves the right to place a longer hold time without prior written notice to Merchant.

5.3 Settlement and Finality.

5.3.1 At the close of each Business Banking Day, FORTE will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, FORTE will initiate a Settlement transaction to Merchant's Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

5.3.2 In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at FORTE's discretion.

5.4 Transaction Authorization.

5.4.1 Receiver Authorization. Merchant shall obtain authorization from Receiver prior to originating a Transaction to Receiver's account.

5.4.2 Retention. Merchant shall retain proof of Receiver's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

5.4.3 Revoked Authorization. Merchant shall cease initiating Transactions to a Receiver's account immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver's account only upon receiving new authorization from Receiver.

5.5 ACH Chargebacks.

5.5.1 Merchant will be charged a chargeback fee as specified on the MSA, on a per occurrence basis, for every ACH Chargeback posted to Merchant's account.

5.5.2 Using limits established by NACHA as a standard for review, FORTE reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed allowable limits during the span of forty-two (42) consecutive Business Banking Days.

5.5.3 FORTE will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services.

5.5.4 In compliance with the Rules, Merchant authorizes FORTE to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits.

5.5.5 Merchant acknowledges FORTE's right to reimbursement of any chargebacks or returns that post to Merchant's account that FORTE is unable, for any reason, to debit from Merchant's bank account.

5.6 NSF Fee Rebate Program. If Merchant is participating in FORTE's NSF Fee collection and rebate program, FORTE will attempt to electronic debit an NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for Insufficient Funds (NSF) or Uncollected Funds. FORTE shall rebate Merchant a percentage of any such funds successfully collected from Receiver, as established on the MSA.

6. ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES.

6.1 Representation by Merchant. Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses under the FCRA as provided in the FCRA Requirements Addendum located at http://www.achdirect.com/resources/fair-credit-reporting-act.asp ; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in the FCRA

Requirements Addendum ; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

6.2 PERMISSIBLE USES. MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

6.3 No Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

7. PRICING AND PAYMENT.

Merchant shall pay for all products and services according to the MSA, and as those fees may be amended by FORTE from time to time in accordance with these Terms and Conditions. Fees will differ depending on type of Services and/or level of Services Merchant has requested and may be modified by FORTE upon a minimum of ten (10) days' written notice to Merchant. Continued use of the Services after the designated effective date shall be deemed acceptance of the revised fees.

7.1 Fees shall be immediately due and payable by Merchant upon receipt of services unless otherwise agreed upon between the parties. Fees will be automatically debited from Merchant's designated account on the 10th of each month for the prior month's activity unless agreed upon between the parties.

7.2 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate Merchant's access to the Services in accordance with Section 22 below. Additionally, a $25.00 fee shall be assessed for any return of a debit processed to Merchant's account.

7.3 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of these Terms and Conditions, any amounts owed FORTE by Merchant, including chargebacks or returns posted to Merchant's account, or any damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under these Terms and Conditions.

7.4 In the event the funds in Merchant's designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

8. TAXES.

Merchant is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Merchant's acceptance of the license granted hereunder and use of FORTE's products and services, excluding, however, any taxes payable by FORTE as a result of income earned by FORTE hereunder. Merchant shall reimburse FORTE should FORTE be charged for any tax obligation of Merchant. Merchant shall hold FORTE harmless from all claims and liability arising from Merchant's failure to report or pay such taxes.

9. REPRESENTATIONS AND WARRANTIES.

9.1 FORTE's Representations and Warranties. FORTE represents and warrants to Merchant that:

9.1.1 FORTE's agreement to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.

9.1.2 FORTE shall comply with all state and federal regulations regarding the proper treatment of nonpublic consumer information and shall handle Merchant's information and that of its customers with the level of care it does FORTE's own Confidential Information.

9.1.3 To the best of FORTE's knowledge, none of its products or services violates any international, federal, state, or local law or regulation.

9.2 Merchant's Representations and Warranties. Merchant represents and warrants to FORTE that:

9.2.1 Merchant's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party.

9.2.2 To the best of Merchant's knowledge, neither any information delivered by Merchant to FORTE in support of the Agreement nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

9.2.3 None of the activities for which Merchant has engaged the services of FORTE shall violate any international, federal, state, or local law or regulation. Neither Merchant nor any of its affiliates will use the FORTE products and/or services for (i) any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations.

9.2.4 When executed and delivered by Merchant, the agreement with FORTE will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.

9.2.5 If applicable, Merchant represents and warrants that with respect to all ACH Transactions originated by FORTE on behalf of Merchant that (i) each Receiver has authorized the debiting and/or crediting of its account (ii) each Transaction is for an amount agreed by the Receiver and (iii) each Transaction is in all other respects properly authorized (iv) Merchant shall provide proof of authorization for any Transaction to FORTE upon request within five (5) Business Banking Days.

9.2.6 Merchant agrees to adhere to the several warranties specific to each SEC Code as set forth in the ACH Operating Rules, a copy of which may be purchased through FORTE or is available from your local Regional Payments Association or NACHA.

10. CONFIDENTIALITY.

10.1 Merchant's Confidentiality. Merchant acknowledges that the products, services and information relating to FORTE's products and services (including without limitation these Terms

and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the "FORTE Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Merchant's breach or threatened breach of this Section 12, FORTE may suspend any and all rights granted to Merchant under the Agreement and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

10.2 FORTE's Confidentiality. In performing its duties under this Agreement, FORTE will comply with all applicable federal and state Regulations relating to privacy and security of non-public consumer financial information, including requirements under Gramm Leach Bliley Act, the NACHA Rules and PCI Data Security Standards.

10.3 Exceptions. This Section 10 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by the ODFI or applicable Payment Network.

11. INDEMNIFICATION.

11.1 Mutual Indemnity. Each party bears all responsibility for its own employees' actions while in that party's employ. Each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from any material breach of this Agreement.

11.2 Merchant Indemnity. Merchant acknowledges that FORTE may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name. Merchant shall indemnify FORTE for any losses, liabilities, costs or expenses FORTE or any third party suffers or incurs as a result of an incorrect account or other identification.

12. THIRD PARTY DISPUTES.

All disputes between Merchant and its customer(s) or another third party will be settled by and between Merchant and its customer(s). FORTE shall be responsible only for performing the Services expressly as provided for in this Agreement, and shall be liable only for its acts or omissions in performing those Services. Merchant agrees that FORTE bears no responsibility for the acts or omissions or alleged acts or omissions of Merchant, its customer(s) or another third party.

13. LIMITS OF LIABILITY.

13.1 Errors of Others. FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

13.2 Damages Waiver.

13.2.1Neither party shall be liable to the other or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the Agreement whether or not (i) any claim for these damages is based on tort or contract; or (ii) the other party knew or should have known the likelihood of such damages occurring under the circumstances. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees.

13.2.2FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid by Merchant to FORTE during the three-month period preceding the origination of the claim giving rise to liability.

13.2.3 No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.

14. COMPLIANCE WITH RULES, REGULATIONS AND LAWS.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to any applicable data security requirements under the PCI-DSS Standards. FORTE bears no responsibility for any lack of compliance with these Rules and Regulations by Merchant and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, Merchant shall reimburse FORTE for any fines or loss of funds imposed on FORTE for any violation of applicable Rules, Regulations, laws or the PCI Data Security Standards by Merchant.

15. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.

Merchant shall regularly and promptly review all Transactions and other communications from FORTE and shall immediately notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, the ODFI or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization.

16. FORTE SERVICE POLICY.

Merchant acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement

by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. USAGE.

17.1. Use Restricted to Lawful Purpose. Merchant agrees to use the Services solely for lawful purposes. Merchant agrees that it will not transmit any material through FORTE's Payments Gateway in violation of any Federal, State or foreign law, including but not limited to, copyrighted material, material legally judged to be threatening, obscene, or material protected by trade secret laws. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security breach.

17.2 Objectionable Material. Merchant agrees that FORTE, at its discretion, may remove objectionable materials residing on FORTEs servers. FORTE shall use its discretion to define what constitutes objectionable material. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful purpose. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

17.3 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies, rules, regulations, terms and conditions of any networks accessed by Merchant through FORTE's Services. FORTE reserves the right to deny access to, or close any account(s) which, in FORTE's opinion, is (are) causing or may cause, harm to or negatively affect an FORTE server or third party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

18. AUDIT REQUIREMENTS.

Merchant agrees to cooperate fully with FORTE in conducting a review of Merchant's use of the Services to verify that Merchant is using the services in compliance with this Agreement. Specifically, Merchant authorizes FORTE to audit its use of FORTE's systems and Services in order to comply with FORTE's annual NACHA and PCI-DSS audit requirements. Merchant agrees to undertake a self-audit per the NACHA Rules and PCI Security Data Standards compliance standards, if applicable.

19. DISCLAIMER OF WARRANTIES.

Except as otherwise specifically provided herein, FORTE's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, FORTE expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the FORTE products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the FORTE products or services, whether made by employees of FORTE or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by FORTE for any purpose, or give rise to any liability of FORTE whatsoever.

20. INVESTIGATIVE REPORT.

Merchant is on notice that an investigative or Consumer Report may be made in connection with the Agreement. Merchant authorizes FORTE or any Credit Bureau or any Credit Reporting Agency employed by FORTE or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement or for the purpose of obtaining services from FORTE. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

21. VOLUME AND FINANCIAL RE-EVALUATION.

FORTE reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of FORTE's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount, applicable discount fees or termination of the agreement between Merchant and FORTE in accordance with these Terms and Conditions.

22. TERM AND TERMINATION.

22.1 Term. The Agreement shall have an initial term of one (1) year from and after the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides thirty (30) days' written notice of termination to the other party prior to the end of the current term. Merchant's account will be closed at the end of the then-current billing cycle.

22.2 Early Termination Fee. Merchant agrees and acknowledges that should the Agreement be terminated for any reason prior to the expiration of the initial term of one (1) year, Merchant shall be assessed an early termination fee of $99.00, payable to FORTE along with any and all other financial obligations due FORTE in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate without cause within the first 30 calendar days of the initial term.

22.3 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if FORTE reasonably determines that Merchant has violated any term, condition, covenant, or warranty of the Agreement or Terms and Conditions; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business that FORTE is prohibited from providing its services to or (iv) if Merchant is using the Services for a purpose other than a permissible use.

22.4 Post-termination Rights and Obligations. Upon the effective date of termination of the Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination. Promptly upon termination of the Agreement for any reason, Merchant shall return or destroy, as requested by FORTE, all materials pertaining to the Services, including all copies thereof.

23. AMENDMENT OR MODIFICATION OF TERMS.
Unless otherwise provided for in these Terms and Conditions, FORTE reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after the designated Effective Date shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or Regulation.

24. ASSIGNMENT.
The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant, but shall provide notice of such assignment to Merchant.

25. NOTICE.
Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

26. GENERAL PROVISIONS.
26.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon FORTE's approval of Merchant's signed or e-signed application.
26.2 Jurisdiction/Venue. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the Agreement.
26.3 Force Majeure. Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.
26.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.
26.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
26.6 Entire Agreement. The Agreement along with these Terms and Conditions constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

27. ELECTRONIC SIGNATURES.
Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Merchant Services Agreement and related documents, (2) you consent and intend to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Merchant Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A
DEFINITIONS

Account Maintenance – A fee assessed to a Merchant for changing the settlement bank account from the existing bank account to a different bank account. This fee covers the costs associated with verifying the new account. The current fee amount, as well as periodic updates thereto, is provided at http://www.achdirect.com/resources/other-fees.asp.

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

ACH Transactions – All Entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

ACH Chargeback – Any ACH item which is returned designated with the following return codes: R05, R07, R10, R29 and R51. The current fee amount, as well as periodic updates thereto, is provided at http://www.achdirect.com/resources/other-fees.asp.

Business Banking Day – Monday through Friday excluding banking holidays.

Credit Entry – An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Excessive Returns – Any merchant with more than the defined percentage of returns in a single billing cycle (calendar month), will be assessed an additional fee per returned item.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – VISA, M/C, Discover, American Express, NACHA, STAR, Pulse or other Transaction Networks.

PCI-DSS Standards – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Recall– Similar to a Reversal (see below) but used for recovery of a transaction beyond the four banking day timeframe. The current fee amount, as well as periodic updates thereto, are provided at http://www.achdirect.com/resources/other-fees.asp.

Receivers – An organization or individual consumer that has authorized Merchant to initiate an ACH Transaction to an account they maintain with a financial institution (RDFI).

Regulations – All federal, state and local regulations that govern Internet business, consumer information, credit card transactions and Transactions (as defined below), including but not limited to the FCRA, federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, and Driver's Privacy Protection Act.

Returned Entries – Any Transaction returned or rejected by FORTE, ODFI or RDFI.

Reversal– A request made to the RDFI within four days of effective entry date for return of a duplicate or erroneous entry that has already been introduced into the ACH system. The current fee amount, as well as periodic updates thereto, is provided at http://www.achdirect.com/resources/other-fees.asp.

Rules – The Operational Rules established by each applicable Payment Association to govern all transactions and parties that participate in the associated Transaction Network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the deposit of funds for Debit Entries and the extractions of funds for Credit Entries are made.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information from Merchant to FORTE in a format pre-approved by FORTE, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.

Transaction Network – Any payment network maintained by a third party including but not limited to ACH, credit card or debit card networks.

WSUPP – Written Statement Under Penalty of Perjury – A written statement obtained by the RDFI from the consumer prior to initiating a return for an entry that the consumer claims is unauthorized, ineligible or improper or for which the authorization has been revoked. The current fee amount, as well as periodic updates thereto, is provided at http://www.achdirect.com/resources/other-fees.asp.

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Forte Payment Systems, Inc. ("Forte") a California corporation and _____ ("Agency").

Forte and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") selected by the Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. **Definitions.**
   Account: Bank Account or Card Account.
   Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.
   Business Day: Any day other than Saturday, Sunday or Federal Holidays.
   Card: Credit Card or Debit Card.
   Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.
   Issuer: The bank or financial institution which issued the Account to the Constituent.
   Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.
   Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.
   Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.
   Rule: Operating Rules which are established by the applicable Payment Associations.
   Regulation: Any applicable Local, State and Federal Law.
   Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FORTE or Processor for any amounts owed as a result of any applicable Transactions.
   Transaction: Electronic request submitted to FORTE to affect a Constituent's Account.
   Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. **Use License.**
   Subject to the terms and conditions of this Agreement, FORTE hereby grants to Agency a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. **Ownership.**
   All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary

Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. **Confidentiality.**
Agency acknowledges that the products, services and information relating to FORTE's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the "Confidential Information"). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency's employees or affiliates who require access for Agency's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Agency's breach or threatened breach of this Section, FORTE may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

5. **Term and Termination**
   5.1 **Term.** This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term.
   5.2 **Exclusivity.**
   During the term of this Agreement, Agency shall use FORTE as its exclusive provider of all Services.
   5.3 **Termination.** In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation.

6. **Transaction Processing**

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** All Transactions sent to FORTE utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 **Agency Account.** In order to provide transaction processing services, FORTE may need to establish one or more Agency Accounts on Agency's behalf or require Agency to establish a Agency Account with a provider pre-approved by FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on Agency's application attached hereto, Agency may be a limited-acceptance Agency, which means that Agency has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Agency, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** Agency shall only complete sales transactions produced as the direct result of bona fide sales made by Agency to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Agency, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** Agency may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Agency may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Agency is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** Agency shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between Agency's records, FORTE and Agency's bank, or with respect to any Transaction that

Agency believes was made erroneously or without proper authorization. At Agency's request, FORTE will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FORTE. Agency agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FORTE's inability to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to Agency by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.

6.10 **Chargebacks.** Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.

6.11 **Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.

6.12 **Resubmitting Transactions.** Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.

6.13 **Settlement.** Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through ACHD's Services, Acquirer will process Agency's sales data to facilitate the funds transfer between the various Associations and Agency. After Acquirer receives credit for such sales data, Acquirer will fund Agency, either directly to the Agency-Owned Designated Account or through ACHD to an account designated by ACHD ("ACHD Designated Account"), at Acquirer's sole option, for such card transactions. Agency agrees that the deposit of funds to the ACHD Designated Account shall discharge Acquirer of its settlement obligation to Agency, and that any dispute regarding the receipt or amount of settlement shall be between ACHD and Agency. Acquirer will debit the ACHD Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Agency-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if ACHD or Acquirer

reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Agency if settled to Agency-owned account or debited from the ACHD Designated Account if settled to that account.

6.14 **Reporting.** FORTE will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FORTE Internet-based Payments Gateway platform.

7. **Transaction Authorization**

7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.

7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 **Revoked Authorization.** Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.

8. **Agency Prohibitions.** Agency must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Agency impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Agency, v) disburse funds in the form of cash unless Agency is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Agency), or Agency is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Agency, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Agency, or ix) submit a transaction that represents collection of a dishonored check. Agency further agrees that, under no circumstance, will Agency store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Agency nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

9. **Authorization.** Agency authorizes FORTE to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement. If Agency uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, Agency authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and password. If applicable, Agency authorizes Partner to originate transactions and receive the corresponding results on its behalf.

10. **Constituent Disputes.**

All disputes between Agency and its Constituent (s) relating to any Transaction processed under

this Agreement will be settled by and between Agency and Constituent. Agency agrees that FORTE bears no responsibility or involvement in any such dispute.

11. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on Agency for any violation of the Rules, Regulations or Laws by Agency, such fee or fine may be passed through Forte to Agency. Without limiting the foregoing, Agency agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Payment Associations, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations.

12. Pricing and Payment.

12.1 FORTE will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FORTE will pass through the increases with no additional markup to Agency. FORTE will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

13. Indemnification.

Each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any actual or alleged violation by the party of any applicable Law, Rule or Regulation.

14. Limits of Liability.

14.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) $50,000; or (ii) the total amount of all fees paid by Agency to FORTE during the three (3) month period preceding the origination of the claim giving rise

to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.

14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

15. Representations and Warranties.

15.1 **FORTE's Representations and Warranties.**

15.1.1 FORTE represents and warrants to Agency that FORTE's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.

15.1.2 To the best of FORTE's knowledge, no performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.1.3 When executed and delivered by FORTE, the agreement with Agency will constitute the legal, valid, and binding obligation of FORTE, enforceable in accordance with its terms.

15.2 **Agency's Representations and Warranties.**

15.2.1 Agency's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.

15.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to Forte in support of this Agreement nor Agency's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.2.3 None of the activities for which Agency has engaged the services of Forte shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.

15.2.4 When executed and delivered by Agency, the agreement with Forte will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

16. Service Policy.

Except as otherwise specifically provided herein, Forte's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of this Agreement by Forte. Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

18. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior

written consent of the other party, which shall not be unreasonably withheld.

19. **Choice of Law and Venue.**
This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the party being sued is domiciled.

20. **Amendment.**
Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

21. **Publicity.**
Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. **Notice.**
Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to Forte:	**Notices to Agency:**
Forte Payment Systems	_____
500 W. Bethany	_____
Suite #200	_____
Allen, TX 75013	_____
Attn: General Counsel	_____

23. **Headings.**
The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. **Severability.**
Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

25. **Entire Agreement; Waiver; Counterparts.**
This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURES ON SEPARATE PAGE]

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Forte Payment Systems, Inc:	Agency:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

2016 WL 1576414
Only the Westlaw citation is currently available.

SEE TX R RAP RULE 47.2 FOR DESIGNATION AND SIGNING OF OPINIONS.

Court of Appeals of Texas, Houston (14th Dist.).

Glenn HEGAR, Comptroller of Public Accounts of the State of Texas; and Ken Paxton, Attorney General of the State of Texas, Appellants
v.
CHECKFREE SERVICES CORPORATION, Appellee

NO. 14-15-00027-CV
|
Opinion filed April 19, 2016

Synopsis
Background: Company that provided electric bill pay services to banks' customers pursuant to contracts with the banks brought action against the State Comptroller and Attorney General, seeking refund of $3 million in sales taxes it paid on the sale of these services. After a bench trial, the 53rd District Court, Travis County, entered judgment in favor of company, awarding it a refund of the taxes it paid plus interest. Comptroller and Attorney General appealed.

[Holding:] The Court of Appeals, Sharon McCally, J., held that bill pay services provided by company were not taxable "data processing services."

Affirmed.

West Headnotes (1)

[1] Taxation
Services taxable

Electronic bill pay services provided by company to banks' customers, pursuant to contracts with banks, were not taxable "data processing services," and thus company was not required to pay sales tax on its sales of these services to banks; company provided a professional service, facilitated by the use of computers and an electronic commerce system, that required the oversight and management of thousands of accredited or certified professionals. Tex. Tax Code Ann. §§ 151.0101(a)(12), 151.0035; 34 Tex. Admin. Code § 3.330(a)(1).

Cases that cite this headnote

EXHIBIT
6

On Appeal from the 53rd District Court Travis County, Texas, Trial Court Cause

No. D-1-GN-13-003667

Attorneys and Law Firms

Quinn T. Ryan, for Appellants.

Doug Sigel, for Appellee.

Panel consists of Justices Jamison, McCally, and Wise.

MEMORANDUM OPINION

Sharon McCally, Justice

*1 CheckFree Services Corporation contracted with several banks to provide bill pay services through these banks' on-line banking services to the banks' customers. An auditor from the Texas State Comptroller determined that CheckFree should have collected sales tax on its sales of these services to the banks. CheckFree tendered partial payment of assessed sales taxes and interest. Following the conclusion of administrative proceedings that affirmed the auditor's determination and denied CheckFree's refund claim, CheckFree filed suit against the Comptroller and the Texas State Attorney General (collectively, the Comptroller) seeking a refund.

After a bench trial, the trial court signed a judgment in favor of CheckFree, awarding it a refund of the taxes it paid, plus interest. In a single issue, the Comptroller asserts that the trial court erred in concluding that the services CheckFree provided to the banks were not taxable data processing services.

I. Background

The underlying dispute arises from CheckFree's refund claim for $3 million paid in sales taxes on the sale of its bill pay services to three banks during the tax period from June 1, 2005 through July 31, 2008. An auditor determined that, during this period, CheckFree had engaged in taxable "data processing services"; CheckFree paid the $3 million following the audit. CheckFree challenged the auditor's determination through administrative proceedings, but was unsuccessful. It then filed suit against the Comptroller, seeking a refund of the $3 million it had paid.

The parties filed pre-trial briefing, and the trial court conducted a two-day bench trial. After the bench trial, the trial court signed a judgment in favor of CheckFree ordering the Comptroller to refund CheckFree the $3 million in sales and use tax it had paid and awarding CheckFree statutory interest. The court signed detailed findings of fact and conclusions of law. Based on these findings, the trial court made numerous legal conclusions that the transactions at issue in this case were "bill pay services" that were not taxable "data processing services" as defined either by the Texas Tax Code or the Comptroller's administrative rules. The Comptroller timely noticed its appeal of the trial court's judgment.

II. Standards of Review[1]

Findings of fact entered in a case tried to the court are entitled to the same force and dignity as a jury's verdict on jury questions. *McNeil Interests, Inc. v. Quisenberry,* 407 S.W.3d 381, 386 (Tex.App.–Houston [14th Dist.] 2013, no pet.) (citing *Catalina v. Blasdel,* 881 S.W.2d 295, 297 (Tex. 1994)). "Where, as here, a case is tried without a jury and the trial court issues findings of fact, the reviewing court is bound by any unchallenged finding unless the evidence is legally insufficient to support it." *Saulsberry v. Ross,* No. 14–14–00798–CV, —— S.W.3d ——, 2015 WL 6692271, at *3 (Tex.App.–Houston [14th Dist.] Nov. 3, 2015, no pet.) (citing *Tenaska Energy, Inc. v. Ponderosa Pine Energy, LLC,* 437 S.W.3d 518, 523 (Tex. 2014)); *see City of Keller v. Wilson,* 168 S.W.3d 802, 827–28 (Tex. 2005) (describing legal sufficiency standard of review). We review a trial court's conclusions of law drawn from the facts de novo to determine their correctness. *BMC Software Belg., N.V. v. Marchand,* 83 S.W.3d 789, 794 (Tex. 2002).

*2 Further, the Comptroller's issue concerns statutory construction, a question of law that we review de novo. *See First Am. Title Ins. Co. v. Combs,* 258 S.W.3d 627, 631 (Tex. 2008). Our primary concern in construing a statute is the express statutory language. *See Galbraith Eng'g Consultants, Inc. v. Pochucha,* 290 S.W.3d 863, 867 (Tex. 2009). "We thus construe the text according to its plain and common meaning unless a contrary intention is apparent from the context or unless such a construction leads to absurd results." *Presidio Indep. Sch. Dist. v. Scott,* 309 S.W.3d 927, 930 (Tex. 2010) (citing *City of Rockwall v. Hughes,* 246 S.W.3d 621, 625–26 (Tex. 2008)). We " 'read the statute as a whole and interpret it to give effect to every part.' " *Railroad Comm'n of Tex. v. Tex. Citizens for a Safe Future & Clean Water,* 336 S.W.3d 619, 628 (Tex. 2011) (quoting *City of San Antonio v. City of Boerne,* 111 S.W.3d 22, 25 (Tex. 2003)).

We construe administrative rules, which have the same force and effect as statutes, in the same manner as statutes. *Rodriguez v. Serv. Lloyds Ins. Co.,* 997 S.W.2d 248, 254 (Tex. 1999). Unambiguous comptroller rules must be construed in accordance with their plain language. *See Cirrus Exploration Co. v. Combs,* 427 S.W.3d 464, 471 (Tex.App.–Austin 2014, pet. denied). Finally, "[t]axing statutes are construed strictly against the taxing authority and liberally for the taxpayer." *See Morris v. Houston Indep. Sch. Dist.,* 388 S.W.3d 310, 313 (Tex. 2012).

III. Applicable Law

Although the Comptroller has been granted exclusive jurisdiction to interpret what "taxable services," including "data processing services," means,[2] the Comptroller may not interpret this term in a manner contrary to the tax code. *See, e.g., Combs v. Home & Garden Party, Ltd.,* No. 03–09–00673–CV, 2010 WL 4367054, at *5 (Tex.App.–Austin Nov. 3, 2010, no pet.) (mem.op.) (citing *DuPont Photomasks, Inc. v. Strayhorn,* 219 S.W.3d 414, 419 (Tex.App.–Austin 2006, pet. denied)).

Through section 151.0035 of the Texas Tax Code, the Legislature has provided examples of what the term "data processing service" includes:

> "Data processing service" includes word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, ... and other computerized data and information storage or manipulation. "Data processing service" also includes the use of a computer or computer time for data processing whether the processing is performed by the provider of the computer or computer time or by the purchaser or other beneficiary of the service....

Tex. Tax.Code § 151.0035.

As part of its role to interpret what may be taxed as "data processing services" under the Code, the Comptroller has enacted Rule 3.330(a)(1) to define what "data processing services" are. *See* 34 Tex. Admin. Code § 3.330(a)(1). This subsection provides in pertinent part:

> Data processing services—the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information. It specifically includes word processing, payroll and business accounting, and computerized data and information storage or manipulation. The charge for data processing services is taxable regardless of the ownership of the computer. Examples of data processing services include entering inventory control data for a company, maintaining records of employee work time, filing payroll tax returns, preparing W–2 forms, and computing and preparing payroll checks.

*3 *Id.* The Comptroller has also defined what "data processing services" are *not* :

> Data processing does not include the use of a computer by a provider of other services when the computer is used to facilitate the performance of the service or the application of the knowledge of the physical sciences, accounting principles, and tax laws, e.g., the use of a computer to provide interpretive or enhancement geophysical services or the use of a

> computer by a CPA firm, enrolled agent, or bookkeeping firm to produce a financial report, prepare federal income tax, state franchise or sales tax returns, or charges for temporary secretarial personnel who as part of their function use word processing equipment.

Id.

With the appropriate standard of review and applicable law in mind, we turn to the Comptroller's sole issue: whether the trial court erred in determining that the services that CheckFree provided were not taxable data processing services under the Texas Tax Code and the Comptroller's administrative rules.

IV. Discussion

As the plaintiff in a tax-refund case, CheckFree had the burden of proving, by a preponderance of the evidence, that it is entitled to a refund of the sales tax it paid on the services it provided to the banks because those services were not subject to a tax. *See Roark Amusement & Vending, L.P. v. Combs*, No. 03-10-00105-CV, 2011 WL 255535, at *2 (Tex.App.--Austin Jan. 26, 2011) (mem.op.), aff'd, *Combs v. Roark Amusement & Vending, L.P.*, 422 S.W.3d 632 (Tex. 2013); *GATX Terminals Corp. v. Rylander*, 78 S.W.3d 630, 634 (Tex.App.--Austin 2002, no pet.).

In an effort to meet this burden, CheckFree presented two witnesses: Russell Kohl, the senior vice president of tax and treasury of CheckFree's parent company, Fiserv Corporation, and Mary Beth Lawson, the vice president of product management for Fiserv.[3] Both Kohl and Lawson testified live and via excerpts from depositions that were read into the trial transcript.

Kohl and Lawson described CheckFree's services, largely focusing on three types of activities that CheckFree provides to the banks: (1) the electronic delivery platform that CheckFree used to facilitate the performance of the bill pay service provided to the bank's customers, (2) the actual bill pay service, and (3) other aspects of the transactions, such as invoices, reports, and customer service that were provided to the banks and the bank's customers. Lawson explained that the technology platform through which the bill pay services operated was neither sold nor licensed to the banks.

Pursuant to agreements with the banks, CheckFree provided an electronic bill pay service to the bank's customers (the users). The banks were responsible for obtaining user authorizations to enroll in the bill pay services. By means of the bill pay service, the users could initiate and authorize payments from their accounts to selected payees. The users were approved and enrolled by CheckFree, and CheckFree conducted a "soft credit check" on the users. CheckFree agreed to execute the delivery of all payments as instructed by the users, except in certain cases such as when users provided incorrect instructions or had insufficient funds. CheckFree determined

the method of payment, generally using the Automated Clearing House (ACFH) to debit the users' accounts and credit the payees' accounts, but in about twenty percent of the cases, CheckFree provided paper checks to payees.

*4 CheckFree provided the banks with a dedicated connection that was owned and operated by CheckFree. CheckFree monitored and supported the network hardware, software, and mainframe operations. CheckFree employed thousands of professionals who monitored transactions to prevent fraud and to ensure compliance with banking regulations. CheckFree also provided professional support directly to the banks' users in cases where payments were not made as instructed. CheckFree prepared numerous reports for the banks, containing detailed information regarding the users and payments that were processed during the report periods.

By linking to CheckFree's system through the banks' online banking portals, users could receive bill summaries from some payees and schedule payments. For other payees, users entered payment data, including payee information, payment amounts, and payment due dates into CheckFree's system. Once admitted to a user interface, users could access CheckFree's portal to add payees, make payments, view pending payments, and perform other tasks related to bill payment. CheckFree retained the users' billing and payment data for retrieval by the users for ninety days. CheckFree retained the data pursuant to banking regulations for seven years.

The contracts with each of the banks were entitled "CheckFree Services Corporation Electronic Commerce Service Agreement" and were very similar, although the type of services provided by CheckFree varied slightly for each bank. For example, two of the banks entered into agreements with CheckFree for implementation of CheckFree's electronic commerce system to access only CheckFree's electronic bill payment service, but the third bank opted to implement CheckFree's electronic commerce system to access CheckFree's electronic bill payment service as well as CheckFree's electronic banking services. Services to the banks for which taxes were assessed included invoiced charges for monthly infrastructure fees; fees for paper and electronic transactions; processing charges for new subscriber set-ups; processing charges for non-sufficient funds, stop payments, and claims; subscriber fees for active and inactive users; subscriber fees for banking and bill pay; monthly minimum charges; service hosting fees; processing charges for telecommunications minutes and VPN lines; and transaction fees for excess payments and excess sessions.

Based upon this evidence, the trial court's findings and conclusions properly focused on the "essence of the transaction" at issue, rather than simply the involvement of a computer, to determine the nature of the services CheckFree provided. *Cf. Roark Amusement & Vending*, 422 S.W.3d at 637 & n.14 (explaining that the "economic realities underlying the transactions in issue" should not be disregarded in determining the plain meaning of taxing statutes and noting the long-standing tradition of focusing on the "essence" or "object" of a transaction to

determine whether a tax is due). In accord with the Comptroller's rule, the trial court was required to determine whether CheckFree does something more than "compiling and producing records of transactions, maintaining information, and entering and retrieving information," such as providing physical science, legal, or accounting services based on the information—i.e., providing professional services that are facilitated by the use of a computer. *See id.*

Here, in addition to the numerous findings describing the general nature of CheckFree's services, the trial court made the following unchallenged finding: "CheckFree has thousands of skilled and/or certified professionals who collaborate in the performance of these professional services centered around bill payment." The finding is supported by the testimony of Lawson and Kohl regarding the role of the professionals employed by CheckFree:

> *5 • Bill pay service is a professional service requiring accredited or certified professionals across several areas including ACH processing, financial crime investigation, treasury, anti-money laundering, and accounting.
>
> • CheckFree employs over 3,000 associates and professionals necessary to facilitate the bill pay service.
>
> • These professionals manage the actual bill pay process and make decisions at multiple stages of the bill pay process.
>
> • These professionals are responsible for critical monitoring and detection of fraud, money laundering, and other financial risks.
>
> • These professionals are also responsible for compliance with complex government regulations.
>
> • A team deals with errors and other customer service issues that arise after bill payment occurs.
>
> • These professionals are not a minor part of the bill pay service delivery; instead, they are the "secret sauce" of the service.

Because this evidence supports the trial court's finding, we are bound by it. *See Saulsberry,* 2015 WL 6692271, at *3 (explaining that we are bound by unchallenged fact finding unless the evidence is legally insufficient to support it).

The Comptroller also has not challenged the following findings by the trial court:

> The delivery platform for the bill pay service, the Electronic Commerce System, also called the Genesis System, and other technology including software and equipment used to facilitate the performance of the bill pay service is not the service that CheckFree sells to the financial institutions. Rather, the technology and equipment are part of the delivery platform for the service, or the inputs that produce the service, but they are not the service.
>
> * * *
>
> Lawson and Kohl explained the distinction between bill pay and data processing: the activities the Comptroller

> labels as data processing are actually incidental activities facilitating the delivery of bill pay services and are not the actual service.
>
> The functions or activities that are incidental to the bill pay service, such as, invoices, reports, and customer service, are not the service that CheckFree sells to the financial institutions.

These findings are likewise supported by legally sufficient evidence; thus we are bound by them. *See id.*

Additionally, none of the transactions for which CheckFree was audited and paid taxes fall clearly within the activities enumerated in either the applicable statute or agency rule. In other words, none of the services CheckFree was audited and paid taxes for consist of "the processing of information *for the purpose of* compiling and producing records of transactions, maintaining information, [or] entering and retrieving information." 34 Tex. Admin. Code § 3.330(a)(1) (emphasis added). Nor do any of these services consist of "word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, ... [or] other computerized data and information storage or manipulation." Tex. Tax Code § 151.0035. To the contrary, the trial court's findings, excerpted above, establish that, to the extent that CheckFree provided any of these services, they were ancillary to the professional bill pay services provided by CheckFree for the bank's customers-the electronic commerce services that the bank purchased from CheckFree. *See Roark Amusement & Vending,* 422 S.W.3d at 637--38 (focusing on "economic realities" underlying transaction to determine whether tax was due).

*6 The Comptroller would have us ignore the trial court's factual findings in this case and conclude that, because the users of the bill pay service input data into CheckFree's system, which CheckFree relied on to ultimately pay their bills, CheckFree was selling taxable data processing services to the banks. But we may not simply ignore the trial court's findings; they are entitled to the same force and dignity as a jury's verdict. *See McNeil Interests,* 407 S.W.3d at 386. Despite our de novo review of the statute and agency rule at issue here, we nonetheless must defer to the trial court's unchallenged fact findings regarding the nature of the activities in this case. And these findings, detailed above, establish that CheckFree provides a professional service—facilitated by the use of computers and an electronic commerce system—that requires the oversight and management of thousands of certified specialists to achieve the goal of paying the bills of the banks' customers.

In sum, we must strictly construe taxing statutes against the Comptroller and liberally in favor of CheckFree. *See Morris,* 388 S.W.3d at 313. Under these circumstances, we determine that the trial court's unchallenged findings support the trial court's conclusion that CheckFree's services do not fall within the Comptroller's definition of data processing services because that definition specifically excludes providers of other professional services who use a computer to facilitate the performance of their services. *See* 34 Tex. Admin. Code §

3.330(a)(1); Tex. Tax Code § 151.0101(b) (providing the Comptroller with exclusive jurisdiction to interpret what taxable services, including data processing services, means); *see also* Tex. Tax.Code § 151.0035 (providing examples of "data processing service").

For the foregoing reasons, we overrule the Comptroller's sole issue on appeal.

V. Conclusion

We have overruled the Comptroller's single appellate issue. The judgment of the trial court is affirmed.

All Citations

Not Reported in S.W.3d, 2016 WL 1576414

Footnotes

1 This case was transferred to our court from the Third Court of Appeals by order of the Supreme Court of Texas. Therefore, we must decide the case in accordance with the Third Court's precedent if our decision would be otherwise inconsistent with its precedent. *See* Tex.R.App. P.41.3.

2 *See* Tex. Tax Code § 151.0101(b).

3 During the majority of the time of the audit, Lawson was the director of platform services for CheckFree.

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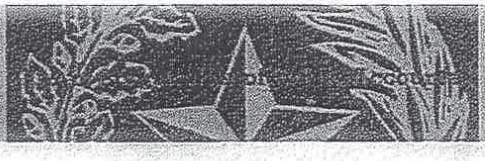
Glenn Hegar



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Sarah Pai
Research Specialist - Tax Policy
Texas Comptroller of Public Accounts
Sarah.Pai@cpa.texas.gov
(512) 475-5664

Ray Langenberg
Special Counsel for Tax Litigation
Texas Comptroller of Public Accounts
Ray.Langenberg@cpa.texas.gov
(512) 936-8445

EXHIBIT
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CheckFree Services

- 2016 Tex. App. LEXIS 4039 (Tex. App.– Houston [14th Dist.] Apr. 19, 2016) (no pet.)
- CheckFree provides services to banks for bank account holders
  - Electronic delivery platform
  - Electronic bill pay performed for banks' customers
  - "other aspects" – invoices, reports, customer service

CheckFree Services

- Rule 3.330(a)(1), "data processing services"
  - "the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information."
  - "does not include the use of a computer by a provider of other services when the computer is used to facilitate the service"

CheckFree Services

- "In accord with the Comptroller's rule, the trial court was required to determine whether CheckFree does something more...i.e. providing professional services..."
  - "thousands of skilled and/or certified professionals"
  - "responsible for compliance with complex government regulations"
  - "the 'secret sauce' of the service"
- Neither the statute nor the rule uses the term "professional services."

CheckFree Services

- "In other words, none of the services CheckFree was audited and paid taxes for consist of 'the processing of information *for the purpose of* compiling and producing records of transactions, maintaining information, [or] entering and retrieving information.' 34 Tex. Admin. Code § 3.330(a)(1)…" (emphasis original)
- Were these not purposes? Unlike other provisions, the rule does not require "sole purpose."

CheckFree Services

- "Nor do any of these services consist of 'word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, . . . [or] other computerized data and information storage or manipulation.' Tex. Tax Code § 151.0035."
- **But**, "to the extent that CheckFree provided any of these services, they were ancillary..."

Data Processing

- Did *CheckFree* twist the rule too far?
- Section 151.0035 ("Data Processing Service")
  - word processing
  - data entry
  - data retrieval
  - data search
  - information compilation
  - payroll and business accounting data production

Glenn Hegar

Data Processing Rule

- Refine definition of "data processing services"
  - Is "professional services" the right question?
  - Is purpose relevant?
  - Focus on activities performed?
- Examples of taxable data processing services
  - Sec. 151.0101(b)
- Identify specific excluded or exempted services
  - Sec. 151.0035 (medical transcription)
  - Sec. 151.353 (court reporting)

Data Processing

- PLR 151250584 (May 30, 2017)
  - Cloud-based software platform
  - Web interface between businesses and their customers
  - Software receives, processes, translates, stores customer communications
- PLR 152600379 (Aug. 19, 2016)
  - Authentication service
  - Digital SSL certificates allow for encrypted communication
  - Encryption performed by customers' own software
  - Taxpayer doesn't compile, produce, maintain, enter, or retrieve data

Danielle Ahlrich

From: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Sent: Friday, June 08, 2018 11:36 AM
To: Danielle Ahlrich
Cc: Jimmy Martens; Allison Cunningham
Subject: RE: Forte Payment Systems

Good morning Danielle,

You are correct -- that was my error. It is a redetermination and you can withdraw if you so choose. However, your rights to pursue the matter in district court are set out in the applicable Codes and inclusion of those rights in the agreement is not necessary and not appropriate.

I have spoken with JD, he does not agree that he "indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district cou[rt]." He simply sent you an email with a request that you provide your suggestions for changes to the standard dismissal agreement, and that he would forward those suggestions to our manager. Your email also does not address the "intention" to withdraw, versus actually withdrawing the hearings request.

As Comptroller currently has jurisdiction over the matter and as the matter has not yet been docketed at SOAH, Rule 1.39(b)(1) governs where the Motion to Dismiss needs to be filed. The case cannot run concurrently with the Comptroller and the District Court.

If you do not wish to sign the agreement as provided, we will simply proceed to the administrative hearing at SOAH. That is a matter for you and your client. Your client's Reply was due June 1 2018 and is now overdue. If you do not wish to sign the agreement as drafted, please file your Reply by return, failing which we will file a Motion to Dismiss for failure to respond to the Position Letter. Once your Reply is filed, we will issue a Response and set the matter for a hearing at SOAH.

I am now out of the office until next Thursday, June 14, 2018. Please confirm whether you intend to sign the settlement agreement as drafted and, if not, please ensure your Reply is filed by the time of my return so that I do not need to issue the Motion to Dismiss.

Thank you for your continued assistance.

Regards,
Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Wednesday, June 6, 2018 8:22 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

EXHIBIT
8

CAUTION: This email originated from outside of the Texas Comptroller's email system.
DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Hi Kathy,

I'm not sure that we are on the same page. We are postured as a redetermination case; we're not pursuing a refund claim. We are legally entitled to withdraw at any point from the administrative redetermination process and pursue a protest suit in state district court under Tex. Tax. Code. §§ 112.051, .052.

Under 112.051 & .052, a taxpayer may bring a protest suit after paying under protest the amount claimed by the state. The payment of the amount claimed by state, accompanied by a protest letter confers jurisdiction under this statutory scheme, not the exhaustion of administrative remedies. The exhaustion of administrative remedies is relevant only for administrative refund claims. We do not intend to dismiss the administrative redetermination hearing and then appeal the dismissal to district court. We intend to enter district court on completely different jurisdictional grounds.

Our amendments to the standard language you provided are for the sole purpose of avoiding the possible contention at a later date that we are somehow barred from litigating this matter in district court. We simply want written acknowledgment of the Comptroller's understanding that we still intend to challenge the assessment. The amendments do not, and are not intended to, impact or prevent the actual dismissal of the administrative hearing.

As a threshold matter, we do not understand the legal basis for the Comptroller requiring a taxpayer to sign an agreement as a precondition to dismissing its administrative case. Would you please provide us with your support stating that an agreement is necessary? As we read the applicable Comptroller rule (1.39) we don't see any requirement that the parties enter into an agreement of any sort.

In another case, JD Bostick has indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district could. Would you please confer with him regarding this matter and then get back with us if you still have an issue with our proposed amendments to the dismissal terms?

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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From: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Sent: Wednesday, June 6, 2018 10:02 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

I'm afraid that the language you suggest cannot be agreed. An administrative hearing is just that. In order to proceed to District Court, a taxpayer must exhaust its administrative remedies - saying a taxpayer "intends" to dismiss a hearing means the underlying administrative hearing is still active (as it has not in fact been dismissed).
The procedural prerequisites to an appeal of a final order are mandatory and jurisdictional; they cannot be waived and must be strictly followed. The remaining amendments in your email below are all covered by the TEX. GOV'T CODE and are unnecessary.

As you rightly say, the matter is reviewed de novo in District Court and as such, the administrative record in a de novo appeal is not required, except to show that the District Court has jurisdiction to hear the case. (TEX. GOV'T CODE § 2001.173.) The court cannot have jurisdiction if the administrative hearing is still active.

If the terms of the dismissal order as provided cannot be agreed, the matter will need to proceed through the administrative hearings procedure.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, June 5, 2018 8:14 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

CAUTION: This email originated from outside of the Texas Comptroller's email system.
DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Hi Kathy,

Thank you for sending over the standard terms. Did I accurately state the purpose of the agreement in my email below? We will not be able to sign any agreement until our understanding is either confirmed or corrected.

Also, we understand that you may need to bring Chief Counsel into the conversation, but we do request modifications to the standard language. Please see our desired edits below.

1. Taxpayer intends to dismiss its redetermination hearing request on all grounds expressed in its pleadings. Taxpayer intends to continue its contest of those grounds stated in its administrative pleadings in a protest suit that Taxpayer intends to file in state district court. There are no other issues to be considered in this administrative proceeding, although trial of the issues raised in Taxpayer's subsequent protest suit will be reviewed de novo. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case so that Taxpayer may challenge the assessment through a protest suit in Travis County District Court. Therefore, no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted but rather further litigated through a protest suit.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 12:57 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good afternoon Ms. Ahlrich

Please call me Kathy.

The terms of the agreement are standard terms and reflect that:

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2.Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 12:51 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

CAUTION: This email originated from outside of the Texas Comptroller's email system.
DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Good afternoon Ms. Pickup,

I'm writing to confirm that the agreement you reference below is not and shall not be treated as a settlement or compromise agreement between the parties. We understand that the sole purpose of the agreement is simply to seek the taxpayer's agreement that the Comptroller will not be issuing an administrative decision once Forte abandons the administrative process by dismissal. Dismissal is necessary so that Forte may pursue its protest suit in state district court. We further understand that the agreement you reference below will, in no way, bar or limit Forte's ability to pursue protest litigation on the underlying issues. We fully intend to bring suit in state district court protesting the Comptroller's determination that additional sales taxes, penalties and interest are due.

Would you please send us your email confirming our understanding of the scope and nature of the agreement you reference below? In addition, when drafting the agreement, would you please include an express statement that

Forte seeks to dismiss the administrative hearing so that it may challenge the assessment by protest suit in Travis County district court? We seek to avoid any confusion about Forte's intended next steps.

We appreciate your attention to this matter and look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 10:45 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Ms. Ahlrich

I will prepare the agreement to cancel the hearing and forward that to you once complete. Our Chief Counsel, who must approve the agreement, is out of the office until Thursday this week, so it will likely be next week before you receive the agreement for signature.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 10:37 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

CAUTION: This email originated from outside of the Texas Comptroller's email system.
DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Hi Ms. Pickup,

Thank you for acknowledging receipt of my other email regarding the POA revocation for Texas Tax Group. Would you please confirm receipt of the email below and let us know what, if anything, you need from us to move forward with the dismissal of the 2009-2012 redetermination so that Forte may pursue a protest suit? I look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, May 31, 2018 9:10 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Dunn, Jeff <jdunn@Munsch.com>
Subject: Forte Payment Systems

Hi Ms. Pickup,

As evidenced by the attached Power of Attorney, Forte Payment Systems has engaged our law firm to handle the litigation for both its 2009-2012 and 2013-2016 sales tax audits. At this time, Forte would like to dismiss the

administrative redetermination for the 2009-2012 audit so that it may pursue a district court protest suit. The 2013-2016 will remain in the administrative hearings section.

Would you please request the Comptroller's processing division to generate an updated Statement of Account for the 2009-2012 audit? Would you also please request the preparation of updated audit schedules given the taxpayer's $29,000 payment towards Exams 200 and 300?

We greatly appreciate your assistance with this matter. Please let us know if you have any questions or need anything further from us.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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KP/lg

Hearing No. 114,277
FORTE PAYMENT SYSTEMS, INC.
Audit Period: January 1, 2009 through December 31, 2012
Sales And Use Tax/RDT

ACCEPT OR REJECT POSITION LETTER

1. AGREE WITH POSITION LETTER

_____ Please calculate the liability or refund in accordance with the Position Letter and dismiss the hearing.

✓ 2. DISAGREE WITH POSITION LETTER (check one): Forte moves to dismiss the hearing and continue its contest of the issues in a protest suit.

_____ All additional facts, legal argument, or documents for consideration are attached as a Reply.

_____ All facts, legal arguments, and documents have already been provided. No additional information or documentation is attached as a Reply.

AHS may issue a Response pursuant to Rule 1.16 if additional facts or legal arguments are presented in the Reply.[1]

AHS will move to dismiss if this form is not completed, signed, and submitted within 45 days as required by Rule 1.10.

AHS will move to dismiss this hearing for want of prosecution if no additional facts, legal arguments, or documents are attached as a Reply and prior submissions do not include the information required by Rule 1.7 or supporting documents.

Return form by ~~April 27,~~ **2018** to: Comptroller of Public Accounts
Extended by agreement
Administrative Hearings – 11.20
P.O. Box 13528
Austin, TX 78711-3528
Fax No. 512-463-4617
Email: AHS.Service@CPA.Texas.gov

Danielle Ahlrich 6/8/18
Signature Danielle Ahlrich Date
~~Jeffrey D. Dunn~~
~~Munsch Hardt Kopf & Harr, P.C.~~ Martens, Todd, Leonard & Ahlrich

DA **Initial here if you agree to service by email of all documents related to this hearing in accordance with Rule 1.32 (Service).** If the case is not resolved prior to a hearing on the merits, this agreement to be served by email will include the Notice of Hearing and other documents provided to the State Office of Administrative Hearings, the Comptroller's Decision or Order, and the final statement of account at the conclusion of the case.

My email address is: dahlrich@textaxlaw.com
jmartens@textaxlaw.com

[1] All references to "Rule" herein mean the Rules of Practice & Procedure, Title 34, Texas Administrative Code, §§1.1-1.42.

EXHIBIT
9

SOAH NO. 304-14-1805.26
(CPA Hrg. No. 107,331)

RE: [redacted]	§	BEFORE THE STATE OFFICE
	§	
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Austin Audit	§	OF
AUDIT PERIOD: October 1, 2006	§	
through June 30, 2010	§	
Sales And Use Tax/RDT	§	ADMINISTRATIVE HEARINGS

JOINT MOTION TO DISMISS BASED ON WITHDRAWAL

The parties move to dismiss this case based on 1 TEX. ADMIN. CODE §155.503(c).

Petitioner withdraws its entire claim from the administrative hearings process.

Wherefore, the parties respectfully request that the hearing be dismissed and the case remanded to the Comptroller of Public Accounts.

Upon remand,

HEARING NO. 107,331

RE: [redacted]	§	BEFORE THE COMPTROLLER
	§	
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Austin Audit	§	OF PUBLIC ACCOUNTS
AUDIT PERIOD: October 1, 2006	§	
through June 30, 2010	§	
Sales And Use Tax/RDT	§	OF THE STATE OF TEXAS

JOINT MOTION TO DISMISS IN ORDER TO PURSUE PROTEST SUIT

The parties move to dismiss this case based on 34 TEX. ADMIN. CODE §1.39.

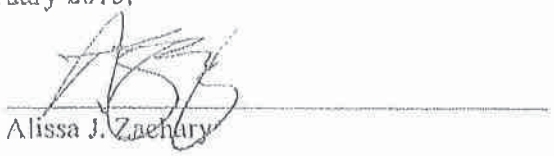
Petitioner withdraws its entire claim from the administrative hearings process because it wishes to pay the assessed tax in protest pursuant to Subchapter B of Texas Tax Code Chapter 112, and file suit in a Travis County District Court. Petitioner will pay the original audit tax plus applicable penalty and interest.

No adjustments to tax will be made as a result of this Joint Motion to Dismiss.

EXHIBIT
10

CERTIFICATE OF SERVICE

I certify that a copy of this **Joint Motion to Dismiss Based on Withdrawal** was scanned to SOAH and sent via email to Mr. James F. Martens, Martens, Todd & Leonard, jmartens@textaxlaw.com, on this the 6th day of February 2015.



Alissa J. Zachary

CERTIFICATE OF SERVICE

I certify that a copy of this **Joint Motion to Dismiss in Order to Pursue Protest Suit** was sent via email to Mr. James F. Martens, Martens, Todd, Leonard, Taylor & Ahlrich, jmartens@textaxlaw.com, on this the 6th day of February 2015.

Alissa J. Zachary

Wherefore, the parties respectfully request that the hearing be dismissed so that Petitioner may proceed with filing a district court protest suit.

Alissa J. Zachary Date
Assistant General Counsel
Administrative Hearings
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528
Texas State Bar No. 24056580
telephone: (512) 475-5683
fax: (512) 463-4617
AlissaJones.Zachary@cpa.texas.gov

James F. Martens Date 2/5/15
Texas Bar No. 13050720
jmartens@textaxlaw.com
Danielle V. Ahlrich
Texas Bar No. 24059215
dahlrich@texlaw.com
Martens, Todd, Leonard, Taylor & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701
telephone: (512) 542-9898
fax: (512) 542-9899
Representative for Petitioner

HEARING NO. 107,331

RE: [redacted]	§	BEFORE THE COMPTROLLER
	§	OF PUBLIC ACCOUNTS
	§	OF THE STATE OF TEXAS
	§	
	§	GLENN HEGAR
	§	Texas Comptroller of Public Accounts
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Austin – 2I80	§	ALISSA J. ZACHARY
AUDIT PERIOD: October 1, 2006	§	Representing Tax Division
THROUGH June 30, 2010	§	
	§	JAMES F. MARTENS
Sales And Use Tax/RDT	§	Representing Petitioner

COMPTROLLER'S DECISION

On February 6, 2015, the Tax Division and Petitioner moved to dismiss this case on the basis of agreement. Petitioner's liability has been calculated in accordance with the agreement, and the resulting liability is set forth in Attachment A, which is incorporated herein by reference and approved and adopted in all respects. It is therefore ORDERED that the petition be dismissed and the audit be made final in accordance with the agreement of the parties and Attachment A.

This Decision becomes final twenty days after the date of notice of this Decision, and the total sum of the tax, penalty, and interest amounts is due and payable within twenty days thereafter. If such sum is not paid within such time, an additional penalty of ten percent of the taxes due will accrue, and interest will continue to accrue. If either party desires a rehearing, that party must file a motion for rehearing, which must state the grounds for rehearing, no later than twenty days after the date of notice of this Decision. Notice of this Decision is presumed to occur on the third day after the date of this Decision.

Signed on this 3rd day of March 2015.

GLENN HEGAR
Comptroller of Public Accounts

by: _____
Mike Reissig
Deputy Comptroller

EXHIBIT
11

00-739

(Rev 9 -96/9)

TEXAS NOTIFICATION OF HEARINGS RESULTS - Attachment A

STATEMENT DATE
March 4, 2015

Taxpayer Number
[redacted]

Audit Period
10/1/06 THRU 6/30/10

Hearing Number
107331

Type of Tax
SALES AND USE TAX

FIGURES WERE UPHELD

	STATE	LOCAL	TOTAL
TAX	$122,619.71	$39,238.54	$161,858.25
PENALTY	1,704.75	545.52	2,250.27
INTEREST THRU STATEMENT DATE	27,682.44	8,858.44	36,540.88
TOTAL DUE AS OF STATEMENT DATE	$152,006.90	$48,642.50	$200,649.40

(Interest will continue to accrue at $ 18.85 per day after 3/4/15 through the date of payment. *)

A 10% penalty will be assessed on tax still due 43 days after the Order of the Comptroller (TEX. TAX CODE ANN. SEC. 111.0081 (c).

For payment information call 1-800-531-5441, ext. 3-3900 toll free nationwide, or call 512/463-3900.

Make your check payable to STATE COMPTROLLER and mail to Comptroller of Public Accounts, 111 E. 17th Street, Austin, Texas 78774-0100.

*** Per annum interest rates are subject to change on January 1st of each year. For more interest rate information, refer to Publication 98-304, call 1-877-447-2834, or refer to Comptroller.Texas.Gov.**

(Cut And Return Bottom Portion With Payment)

00-240

TEXAS NOTIFICATION OF HEARING RESULTS
- Attachment A

Hearing Number
107331

STATEMENT DATE
March 4, 2015

Type of Tax
SALES AND USE TAX

Taxpayer Name & Mailing Address
[redacted]

Amount of Your Payment

*PMD

*Tcode	*Taxpayer Number	*Period	*Audit	*Type	*State Amount	*Type	*Local Amount
26040	[redacted]	102	001	02	152006.90	04	48642.50

Danielle Ahlrich

From: Victor Simonds <Victor.Simonds@soah.texas.gov>
Sent: Sunday, June 24, 2018 5:13 PM
To: Danielle Ahlrich
Cc: Jimmy Martens; Stacy Noack; Kathy Pickup (Kathy.Pickup@cpa.texas.gov); Natasha Jasso; Allison Cunningham
Subject: Re: SOAH Jurisdictional Requirements
Attachments: image001.png; image002.jpg

Yes, if the TCPA refers the matter to us.

On Jun 24, 2018, at 5:06 PM, Danielle Ahlrich <dahlrich@textaxlaw.com<mailto:dahlrich@textaxlaw.com>> wrote:

Dear Judge Simonds,

We appreciate your response and certainly understand your decision to decline a conference call. However, given that the parties do appear to be at a stalemate, we would greatly appreciate a response to our original question: May SOAH accept a limited referral of a case to handle a procedural dispute?

Best regards,
Danielle Ahlrich

From: Victor Simonds <Victor.Simonds@soah.texas.gov<mailto:Victor.Simonds@soah.texas.gov>>
Sent: Sunday, June 24, 2018 10:57 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com<mailto:dahlrich@textaxlaw.com>>; Jimmy Martens <JMartens@textaxlaw.com<mailto:JMartens@textaxlaw.com>>; Stacy Noack <snoack@textaxlaw.com<mailto:snoack@textaxlaw.com>>; Kathy Pickup (Kathy.Pickup@cpa.texas.gov<mailto:Kathy.Pickup@cpa.texas.gov>) <Kathy.Pickup@cpa.texas.gov<mailto:Kathy.Pickup@cpa.texas.gov>>
Cc: Natasha Jasso <Natasha.Jasso@soah.texas.gov<mailto:Natasha.Jasso@soah.texas.gov>>
Subject: FW: SOAH Jurisdictional Requirements

I agree with Ms. Pickup. I do not have jurisdiction to consider anything in this matter at this point. Therefore, I would encourage parties to together to resolve the dispute but I will not convene a conference call.

Judge Simonds

From: Natasha Jasso
Sent: Thursday, June 21, 2018 2:19 PM
To: Victor Simonds
Subject: FW: SOAH Jurisdictional Requirements

Please see CPA attorney's response below.

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Thursday, June 21, 2018 1:53 PM
To: Danielle Ahlrich; Natasha Jasso
Cc: Stacy Noack; Allison Cunningham
Subject: RE: SOAH Jurisdictional Requirements

EXHIBIT
F

Dear Ms. Jasso and Ms. Ahlrich,

As this matter is not at SOAH, I, respectfully, cannot see how SOAH has jurisdiction. Furthermore, as previously explained to Ms. Ahlrich, even where SOAH has obtained jurisdiction over a hearing, if that hearing is being dismissed, the hearing is remanded from SOAH to the Comptroller for dismissal.

The proper procedure is either for the taxpayer to sign an Agreement to Dismiss and Cancel (which has been provided but refused), to take the case through the administrative hearing process and to a SOAH hearing or for the taxpayer to file in District Court. It is also worthy of note that Ms. Ahlrich has already filed a unilateral Motion to Dismiss with the Comptroller's Special Counsel, which we have opposed, but on which we are awaiting a decision. There is no indication that the presence of this Motion was disclosed to SOAH when asking for this review. I respectfully submit that as the Comptroller currently has jurisdiction over this matter and as there is a Motion pending before Special Counsel, that any such request for SOAH's involvement is premature. I cannot see that this is a productive use of Judge Simonds time, especially where a decision is awaited from Special Counsel, but if he wants to address the matter and determines SOAH has jurisdiction, I am available on Tuesday at 10 am.

I do not see the relevance of Rule 1.20, as no continuance has been requested.

The comment below from Ms. Ahlrich that "However, we have been told that we cannot dismiss the hearings unless we sign a document that the hearings attorney has called a settlement agreement" is misleading and disingenuous. Over the course of several emails (attached) there was one instance where the Agreement was referred to as a settlement agreement. Every other time is has been referred to as an Agreement to Dismiss and Cancel the Hearing and the fact that it is not a settlement agreement has been clarified on numerous occasions as evidenced in the attached correspondence.

The approach being taken by the taxpayer representatives is unnecessary and obstructive, as there is a very simple and effective procedure in place to accomplish exactly what they want to do with no prejudice to them – they are simply refusing to do it. Any delay in this matter progressing is due solely to the taxpayer's representative's misinterpretation and misunderstanding of the routine procedure that is in place to deal with precisely these types of matters. Should they choose not to sign the Agreements, there are other options available to them, they are simply choosing not to take them.

Kind regards,

Kathy Pickup

From: Danielle Ahlrich <dahlrich@textaxlaw.com<mailto:dahlrich@textaxlaw.com>>
Sent: Thursday, June 21, 2018 1:18 PM
To: natasha.jasso@soah.texas.gov<mailto:natasha.jasso@soah.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov<mailto:Kathy.Pickup@cpa.texas.gov>>
Cc: Stacy Noack <jmartens@textaxlaw.com<mailto:jmartens@textaxlaw.com>>; Allison Cunningham <acunningham@textaxlaw.com<mailto:acunningham@textaxlaw.com>>
Subject: RE: SOAH Jurisdictional Requirements

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DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.
My apologies. I see that the full text of subsection (e) did not copy. I've attached the full text of Comptroller Rule 1.20.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, June 21, 2018 10:48 AM
To: natasha.jasso@soah.texas.gov<mailto:natasha.jasso@soah.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov<mailto:Kathy.Pickup@cpa.texas.gov>>
Cc: Jimmy Martens <JMartens@textaxlaw.com<mailto:JMartens@textaxlaw.com>>; Allison Cunningham <acunningham@textaxlaw.com<mailto:acunningham@textaxlaw.com>>
Subject: RE: SOAH Jurisdictional Requirements

Ms. Jasso,

We are available at any time between 8:00am to 2:00 p.m. on Tuesday. Ms. Pickup, would you please review the email correspondence below and let us know your availability on Tuesday?

As part of this call, we'd like to discuss whether Comptroller Rule 1.20(e) resolves this situation. I've copied and pasted it below for ease of reference.

<image001.png>

Best regards,

Danielle V. Ahlrich
Martens, Todd, Leonard & Ahlrich
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com<mailto:sfranklin@textaxlaw.com>
Web: www.textaxlaw.com<http://www.textaxlaw.com/>

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From: Natasha Jasso [mailto:Natasha.Jasso@soah.texas.gov]
Sent: Thursday, June 21, 2018 8:30 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com<mailto:dahlrich@textaxlaw.com>>
Cc: Jimmy Martens <JMartens@textaxlaw.com<mailto:JMartens@textaxlaw.com>>; Allison Cunningham <acunningham@textaxlaw.com<mailto:acunningham@textaxlaw.com>>
Subject: RE: SOAH Jurisdictional Requirements

Ms. Ahlrich,

I spoke with Judge Simonds regarding this matter. He would like to set up a phone conference between both parties for next week. The only time he is not available is Monday morning and Thursday afternoon. Please choose a date and any time from 8:00am to 2:00pm.

Thank you,

Natasha Jasso
Legal Secretary III

State Office of Administrative Hearings
300 West 15th Street | Austin, Texas 78701
512-936-0724
www.soah.texas.gov<http://www.soah.texas.gov/>

<image002.jpg>

From: Danielle Ahlrich [mailto:dahlrich@textaxlaw.com]
Sent: Friday, June 15, 2018 4:14 PM
To: Natasha Jasso
Cc: Jimmy Martens; Allison Cunningham
Subject: SOAH Jurisdictional Requirements

Hi Natasha,

Thank you for speaking with me today. As discussed, we would greatly appreciate any feedback that Mr. Simonds has about SOAH's ability to accept a limited referral of jurisdiction to hear a taxpayer's Motion to Dismiss.

As discussed, we currently have a taxpayer client who would like to dismiss pending administrative redeterminations to pursue a protest suit in Travis County district court. The hearings have not yet been referred to SOAH. We have been working with the hearings attorney to dismiss them. However, we have been told that we cannot dismiss the hearings unless we sign a document that the hearings attorney has called a settlement agreement. We have requested revisions to the agreement to at least clearly preserve the taxpayer's right to pursue the protest suit (as the hearings attorney recognizes we are entitled to do), but those have been rejected. Given all of the recent jurisdictional fights at the district court level, we cannot sign the agreement as drafted. We appear to be at a stalemate.

Thus, our question is: Is there a way for us to get to SOAH so that we can file a Motion to Dismiss and, hopefully, proceed to district court without further delay?

Best regards,

Danielle V. Ahlrich
Martens, Todd, Leonard & Ahlrich
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com<mailto:sfranklin@textaxlaw.com>
Web: www.textaxlaw.com<http://www.textaxlaw.com/>

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HEARING NO. 114,277

RE: FORTE PAYMENT SYSTEMS, INC.	§	BEFORE THE COMPTROLLER
	§	
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Audit - Dallas E 2I55	§	OF PUBLIC ACCOUNTS
AUDIT PERIOD: January 1, 2009	§	
through December 31, 2012	§	
Sales And Use Tax/RDT	§	OF THE STATE OF TEXAS

HEARING NO. 115,775

RE: FORTE PAYMENT SYSTEMS, INC.	§	BEFORE THE COMPTROLLER
	§	
TAXPAYER NO: [redacted]	§	
AUDIT OFFICE: Audit - Dallas E 2I55	§	OF PUBLIC ACCOUNTS
AUDIT PERIOD: January 1, 2013	§	
through April 30, 2016	§	
Sales and Use Tax/RDT	§	OF THE STATE OF TEXAS

OPPOSITION TO PETITIONER'S UNILATERAL MOTION TO DISMISS

Petitioner filed a unilateral Motion to Dismiss with Comptroller's Special Counsel for Tax Hearings on June 11, 2018 (Motion). The Administrative Hearings Section (AHS) received a copy of the Motion. The undersigned Tax Hearings Attorney informed Special Counsel that she would correspond with Petitioner's representative regarding the proper procedure for Petitioner to follow to achieve its intended purpose. Petitioner refused to follow a Comptroller's Rule 1.39[1] procedure for dismissal. The Administrative Hearings Section opposes the Motion.

Petitioner seeks to dismiss the above administrative hearings and bring its claims in District Court. Petitioner has not filed a suit in District Court regarding these matters. AHS has an established, straightforward and approved procedure for dismissal of the hearings, which the undersigned explained to Petitioner's representative.[2] Namely, a one-page "Agreement to Dismiss and Cancel the Hearing" is routinely used for this very purpose.

Petitioner was provided with an Agreement to Dismiss and Cancel for each of the Hearings but refused to sign them. Petitioner's refusal appears to stem for the incorrect belief that by signing the Agreement to Dismiss and Cancel the Hearing that it "jeopardize[s] the taxpayer's right to continue its contest." Petitioner's representatives have been reassured on several occasions that is not the case.[3] Such right is protected by statute.

---

[1] 34 Texas Administrative Code § 1.39
[2] Exhibit 1.
[3] *Id.*

EXHIBIT
G

Petitioner requested, and was granted, administrative hearings. There are certain procedures that apply to administrative hearings that both parties must follow. Here, it is appropriate to obtain Petitioner's written acknowledgement that it withdraws its requests for the administrative hearings. Petitioner is incorrect in stating at paragraph 26 of its Motion that AHS is "refusing to dismiss the administrative hearings." AHS is fully prepared to agree to dismiss the hearings; all Petitioner needs to do in order to move forward is sign the provided agreements or take steps to comply with Rule 1.39 and Texas Tax Code Section 112.

The Motion does not comply with Rule 1.39 or with Government Code § 2001.056. The undersigned explained to Petitioner's representatives that the Agreements simply dismiss and cancel the administrative hearings. Nothing more. There is no prejudice to Petitioner in bringing its claims in District Court following dismissal and therefore no reasonable justification for not signing the Agreements as provided.

Per applicable statutes and rules, Petitioner can either (a) sign the agreements, (b) continue the administrative hearings process and proceed to a hearing at SOAH or (c) file in District Court.[4] AHS requests that Petitioner's Motion be denied and that Special Counsel in its Order provide direction as to proper procedures, rules and applicable statutory provisions.

Respectfully submitted,

Kathy Pickup
Tax Hearings Attorney
Administrative Hearings
Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528
Texas State Bar No. 00791128
telephone: (512) 463-7541
facsimile: (512) 463-4617
Kathy.Pickup@cpa.texas.gov

[4] Rule 1.39 lists the grounds on which a motion to dismiss may be granted. Although the list is not exhaustive, if Petitioner is opposed to signing the agreements in the usual way to allow dismissal and cancellation with no Comptroller's Decision., Rule 1.39(a)(7) states that a motion to dismiss may be filed where a taxpayer's claims for the same tax and the same period are pending in a court.

CERTIFICATE OF SERVICE

I certify that a copy of this **Opposition to Petitioner's Unilateral Motion to Dismiss** was sent to Special Counsel and was sent via email to Danielle V. Ahlrich, Martens, Todd, Leonard & Ahlrich, dahlrich@texaxlaw.com, on this 21st day of June 2018.

Kathy Pickup

Kathy Pickup
Tax Hearings Attorney

Kathy Pickup

From: Kathy Pickup
Sent: Monday, June 18, 2018 1:41 PM
To: 'Danielle Ahlrich'
Cc: Stacy Noack; Allison Cunningham
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

Good Afternoon Danielle

The Agreement we have sent is not a settlement agreement – it is an agreement to dismiss and cancel the hearing. Although initially it may have been referred to as a Settlement Agreement (as many of our agreements do contain an element of settlement, although yours do not), you can see from the title and the contents, and putting semantics aside, that it simply dismisses and cancels the hearing. As I have indicated previously and as is evident from the contents of the Agreement to Dismiss and Cancel, there is nothing in the agreement that in any way jeopardizes the taxpayer's right to continue its contest.

As also indicated previously, we will not docket the case at SOAH for the purposes of your Motion to Dismiss, as this is improper procedure, but the case can be docketed at SOAH for a hearing as indicated in (2) of your email below. In the circumstances, please confirm whether you prefer a written or oral hearing. As your Reply does not contain any new assertions, we do not need to issue a Response and can move direct to a hearing if your Motion is denied. I will be filing my opposition to your Motion this week. If you prefer to await the outcome of that Motion before indicating whether you want a written or oral hearing we can certainly do that. However, if your Motion is denied and you do want an oral hearing, please note that you will need to provide three dates of availability for the hearing.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 18, 2018 1:20 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

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Hi Kathy,

We cannot sign the agreement that you have referred to as a settlement agreement because we do not want to jeopardize the taxpayer's right to continue its contest. We will await Special Counsel's ruling on our motion.

If that motion is not granted, we request that you either (1) file a request to docket the case at SOAH for a limited referral to address our Motion to Dismiss both hearings or (2) file a request to docket the entire hearing matters and issue a Notice of Hearing reflecting the taxpayer's contentions as follows: Whether Forte Payment Systems' service charges are subject to Texas sales and use tax and whether Forte owes additional Texas sales and use tax on its payments for the expenses and purchases listed in the audit schedules.

Best regards,
Danielle Ahlrich

EXHIBIT 1

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Friday, June 15, 2018 2:12 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

Good afternoon Danielle,

Thank you for your email.

I understand what you are trying to achieve in getting the hearing dismissed, meeting the requirements under Texas Tax Code Section 112 and being able to obtain a de novo review in District Court. The attached one page agreements achieve all of that and are the routine way to dismiss a hearing out of the Administrative Hearings process and proceed in District Court. It is a simple and straightforward process and achieves everything you want. By signing the agreement the Administrative Hearing is dismissed, no order or Comptroller's Decision issues and the taxpayer is free to pursue its claims in District Court. There is nothing in the Agreement to Dismiss and Cancel the hearing that limits the taxpayer's ability to continue its contest of the audit assessment in District Court.

I'm afraid your comment regarding seeking limited jurisdiction for SOAH to hear your motion is misguided. SOAH currently does not have jurisdiction and when SOAH does have jurisdiction over a matter (once the hearing has been docketed there), if the parties reach agreement or if, as in your situation, the taxpayer wants to withdraw from the hearings process, the hearing is remanded by SOAH to the Comptroller in order to be dismissed.

Your Motion to Dismiss and Reply to the Position Letter refers to both hearings (and erroneously indicates that these cases are under SOAH's jurisdiction). However, as a Position Letter has only been issued in respect of the earlier hearing (114,277), the Reply can of course only relate to that hearing. Filing a unilateral Motion to Dismiss combined with a Reply to a Position Letter is not only unusual, but also improper procedure. There is a procedure in place to accomplish exactly what you want to do that does not, in any way, limit the taxpayer's ability to continue its contest of the audit assessment in District Court, and that procedure should be followed.

If you choose not to sign the attached agreements as drafted, the matter will need to continue through the Administrative Hearings process. In the absence of confirmation from you that the taxpayer will sign the attached agreements, I will issue a Response next week addressing the issues raised in your Reply to the Position Letter for Hearing No. 114,277. That Response will allow a 14 day period for you to decide whether you want a written or oral hearing before a SOAH judge, and I will also issue a Position Letter in respect of the latter hearing (115,775).

I will also be filing a response with Special Counsel opposing your unilateral Motion to Dismiss.

I hope that you will agree to follow the procedure for dismissing the claims and proceeding to District Court. It is a simple and straightforward procedure that does not need to become complicated. It does not, in any way, infringe on any of the taxpayer's rights to bring these matters in District Court and obtain a de novo review, it simply dismisses the Administrative Hearing so that the taxpayer can move forward with a claim in District Court. Once signed, we can have those agreements signed on our end very quickly (often the same day) and the taxpayer can move on with its claims in District Court.

I look forward to hearing from you.

Kind regards,

Kathy

EXHIBIT 1

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 11, 2018 3:19 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems Hearing Nos. 114,277 and 115,775

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Kathy,

We will not sign the settlement agreement you reference below because it is not our intention to settle these hearings. We are dismissing them here so that we may continue Forte's contest of the grounds and contentions set forth in the pleadings as a protest suit in state district court.

I've attached the Motion to Dismiss that we filed today with the Office of Special Counsel for Tax Hearings. Would you please acknowledge receipt?

If the Comptroller will not automatically grant our motion to dismiss and issue the amended assessment notice, would you please reply back and we'll contact SOAH for the purpose of seeking limited jurisdiction to hear our motion.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Friday, June 08, 2018 11:36 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

You are correct – that was my error. It is a redetermination and you can withdraw if you so choose. However, your rights to pursue the matter in district court are set out in the applicable Codes and inclusion of those rights in the agreement is not necessary and not appropriate.

I have spoken with JD, he does not agree that he "indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district cou[rt]." He simply sent you an email with a request that you provide your suggestions for changes to the standard dismissal agreement, and that he would forward those suggestions to our manager. Your email also does not address the "intention" to withdraw, versus actually withdrawing the hearings request.

As Comptroller currently has jurisdiction over the matter and as the matter has not yet been docketed at SOAH, Rule 1.39(b)(1) governs where the Motion to Dismiss needs to be filed. The case cannot run concurrently with the Comptroller and the District Court.

If you do not wish to sign the agreement as provided, we will simply proceed to the administrative hearing at SOAH. That is a matter for you and your client. Your client's Reply was due June 1 2018 and is now overdue. If you do not wish to sign the agreement as drafted, please file your Reply by return, failing which we will file a Motion to Dismiss for failure to respond to the Position Letter. Once your Reply is filed, we will issue a Response and set the matter for a hearing at SOAH.

EXHIBIT 1

I am now out of the office until next Thursday, June 14, 2018. Please confirm whether you intend to sign the settlement agreement as drafted and, if not, please ensure your Reply is filed by the time of my return so that I do not need to issue the Motion to Dismiss.

Thank you for your continued assistance.

Regards,
Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Wednesday, June 6, 2018 8:22 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

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Hi Kathy,

I'm not sure that we are on the same page. We are postured as a redetermination case; we're not pursuing a refund claim. We are legally entitled to withdraw at any point from the administrative redetermination process and pursue a protest suit in state district court under Tex. Tax. Code. §§ 112.051, .052.

Under 112.051 & .052, a taxpayer may bring a protest suit after paying under protest the amount claimed by the state. The payment of the amount claimed by state, accompanied by a protest letter confers jurisdiction under this statutory scheme, not the exhaustion of administrative remedies. The exhaustion of administrative remedies is relevant only for administrative refund claims. We do not intend to dismiss the administrative redetermination hearing and then appeal the dismissal to district court. We intend to enter district court on completely different jurisdictional grounds.

Our amendments to the standard language you provided are for the sole purpose of avoiding the possible contention at a later date that we are somehow barred from litigating this matter in district court. We simply want written acknowledgment of the Comptroller's understanding that we still intend to challenge the assessment. The amendments do not, and are not intended to, impact or prevent the actual dismissal of the administrative hearing.

As a threshold matter, we do not understand the legal basis for the Comptroller requiring a taxpayer to sign an agreement as a precondition to dismissing its administrative case. Would you please provide us with your support stating that an agreement is necessary? As we read the applicable Comptroller rule (1.39) we don't see any requirement that the parties enter into an agreement of any sort.

In another case, JD Bostick has indicated that the standard dismissal language may be modified where the taxpayer is leaving the administrative process to pursue a protest suit in district could. Would you please confer with him regarding this matter and then get back with us if you still have an issue with our proposed amendments to the dismissal terms?

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950

EXHIBIT 1

Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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From: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Sent: Wednesday, June 6, 2018 10:02 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Danielle,

I'm afraid that the language you suggest cannot be agreed. An administrative hearing is just that. In order to proceed to District Court, a taxpayer must exhaust its administrative remedies - saying a taxpayer "intends" to dismiss a hearing means the underlying administrative hearing is still active (as it has not in fact been dismissed).
The procedural prerequisites to an appeal of a final order are mandatory and jurisdictional; they cannot be waived and must be strictly followed. The remaining amendments in your email below are all covered by the TEX. GOV'T CODE and are unnecessary.

As you rightly say, the matter is reviewed de novo in District Court and as such, the administrative record in a de novo appeal is not required, except to show that the District Court has jurisdiction to hear the case. (TEX. GOV'T CODE § 2001.173.) The court cannot have jurisdiction if the administrative hearing is still active.

If the terms of the dismissal order as provided cannot be agreed, the matter will need to proceed through the administrative hearings procedure.

Kind regards,

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, June 5, 2018 8:14 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Hi Kathy,

Thank you for sending over the standard terms. Did I accurately state the purpose of the agreement in my email below? We will not be able to sign any agreement until our understanding is either confirmed or corrected.

Also, we understand that you may need to bring Chief Counsel into the conversation, but we do request modifications to the standard language. Please see our desired edits below.

1. Taxpayer intends to dismiss its redetermination hearing request on all grounds expressed in its pleadings. Taxpayer intends to continue its contest of those grounds stated in its administrative pleadings in a protest suit that Taxpayer intends to file in state district court. There are no other issues to be considered in this administrative proceeding, although trial of the issues raised in Taxpayer's subsequent protest suit will be reviewed de novo. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2. Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case so that Taxpayer may challenge the assessment through a protest suit in Travis County District Court. Therefore, no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted but rather further litigated through a protest suit.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 12:57 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good afternoon Ms. Ahlrich

Please call me Kathy.

The terms of the agreement are standard terms and reflect that:

1. Taxpayer withdraws its redetermination hearing request on all grounds expressed in its pleadings. There are no other issues to be considered in this proceeding. All amounts are due no later than 30 days after the date of the statement of account. Payment later than 30 days after the date of the statement of account may subject Taxpayer to additional interest or penalty.

2.Taxpayer withdraws its request for a hearing, and Taxpayer agrees that this hearing will be cancelled. This signed Agreement constitutes an agreement to dismiss the contested case and no Comptroller's Decision on this matter will issue.

3. Accordingly, the Parties agree that the hearing request is withdrawn, the hearing is cancelled, and the audit liability will not be adjusted.

Kind regards

Kathy

EXHIBIT 1

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 12:51 PM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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Good afternoon Ms. Pickup,

I'm writing to confirm that the agreement you reference below is not and shall not be treated as a settlement or compromise agreement between the parties. We understand that the sole purpose of the agreement is simply to seek the taxpayer's agreement that the Comptroller will not be issuing an administrative decision once Forte abandons the administrative process by dismissal. Dismissal is necessary so that Forte may pursue its protest suit in state district court. We further understand that the agreement you reference below will, in no way, bar or limit Forte's ability to pursue protest litigation on the underlying issues. We fully intend to bring suit in state district court protesting the Comptroller's determination that additional sales taxes, penalties and interest are due.

Would you please send us your email confirming our understanding of the scope and nature of the agreement you reference below? In addition, when drafting the agreement, would you please include an express statement that Forte seeks to dismiss the administrative hearing so that it may challenge the assessment by protest suit in Travis County district court? We seek to avoid any confusion about Forte's intended next steps.

We appreciate your attention to this matter and look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Kathy Pickup [mailto:Kathy.Pickup@cpa.texas.gov]
Sent: Monday, June 04, 2018 10:45 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: RE: Forte Payment Systems

Good morning Ms. Ahlrich

I will prepare the agreement to cancel the hearing and forward that to you once complete. Our Chief Counsel, who must approve the agreement, is out of the office until Thursday this week, so it will likely be next week before you receive the agreement for signature.

Kind regards

Kathy

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, June 4, 2018 10:37 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; 'Dunn, Jeff' <jdunn@Munsch.com>
Subject: RE: Forte Payment Systems

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EXHIBIT 1

Hi Ms. Pickup,

Thank you for acknowledging receipt of my other email regarding the POA revocation for Texas Tax Group. Would you please confirm receipt of the email below and let us know what, if anything, you need from us to move forward with the dismissal of the 2009-2012 redetermination so that Forte may pursue a protest suit? I look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Thursday, May 31, 2018 9:10 AM
To: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Dunn, Jeff <jdunn@Munsch.com>
Subject: Forte Payment Systems

Hi Ms. Pickup,

As evidenced by the attached Power of Attorney, Forte Payment Systems has engaged our law firm to handle the litigation for both its 2009-2012 and 2013-2016 sales tax audits. At this time, Forte would like to dismiss the administrative redetermination for the 2009-2012 audit so that it may pursue a district court protest suit. The 2013-2016 will remain in the administrative hearings section.

Would you please request the Comptroller's processing division to generate an updated Statement of Account for the 2009-2012 audit? Would you also please request the preparation of updated audit schedules given the taxpayer's $29,000 payment towards Exams 200 and 300?

We greatly appreciate your assistance with this matter. Please let us know if you have any questions or need anything further from us.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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EXHIBIT 1

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

June 27, 2018

Ms. Danielle V. Ahlrich
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701

Re: Forte Payment Systems, Inc.
Hearing Nos. 114,277; 115,775
Taxpayer No. [redacted]

Dear Ms. Ahlrich:

The Order Denying the Motion to Dismiss for the above-referenced hearing numbers is enclosed.

If you have any questions, you may call Tax Hearings Attorney Kathy Pickup at 512-463-7541 or toll-free 800-531-5441, extension 3-7541.

Sincerely,

Kari Honea
Special Counsel for Tax Hearings
Facsimile No.: (512) 936-6190
Email: SpecialCounsel.Filings@cpa.texas.gov

cc: Kathy Pickup, Representing the Administrative Hearings Section

EXHIBIT
H

CPA HEARING NO. 114,277

RE: FORTE PAYMENT SYSTEMS, INC.	§	BEFORE THE COMPTROLLER
	§	OF PUBLIC ACCOUNTS
	§	OF THE STATE OF TEXAS
	§	
TAXPAYER NO: [redacted]	§	GLENN HEGAR
AUDIT OFFICE: Audit - Dallas E 2155	§	Texas Comptroller of Public Accounts
	§	
AUDIT PERIOD: January 1, 2009	§	KATHY PICKUP
THROUGH December 31, 2012	§	Representing Respondent
	§	
	§	DANIELLE V. AHLRICH
Sales And Use Tax/RDT	§	Representing Petitioner

CPA HEARING NO. 115,775

RE: FORTE PAYMENT SYSTEMS, INC.	§	BEFORE THE COMPTROLLER
	§	OF PUBLIC ACCOUNTS
	§	OF THE STATE OF TEXAS
	§	
TAXPAYER NO: [redacted]	§	GLENN HEGAR
AUDIT OFFICE: Audit - Dallas E 2155	§	Texas Comptroller of Public Accounts
	§	
AUDIT PERIOD: January 1, 2013	§	KATHY PICKUP
THROUGH April 30, 2016	§	Representing Respondent
	§	
	§	DANIELLE V. AHLRICH
Sales And Use Tax/RDT	§	Representing Petitioner

ORDER DENYING MOTION TO DISMISS

On June 11, 2018, Petitioner filed a Motion to Dismiss and Reply to the Position Letter (Motion). On June 21, 2018, the Administrative Hearings Section filed its reply, opposing Petitioner's Motion.

Having considered the Motion and reply, it is concluded that the Motion should be denied. Accordingly, it is ORDERED that the Motion to Dismiss is DENIED. This Order does not decide any fact or law relating to these contested cases.

By this order, these hearings are referred to the Administrative Hearings Section.

SIGNED on this 27 day of June 2018.

GLENN HEGAR
Comptroller of Public Accounts

By: _____
Mike Reissig
Deputy Comptroller

Danielle Ahlrich

From: James Arbogast <James.Arbogast@cpa.texas.gov>
Sent: Monday, July 23, 2018 10:15 AM
To: Danielle Ahlrich; Hohengarten, Jack; Jimmy Martens
Cc: Bree Boyett; Kathy Pickup; Andrews, Alison; Hargis, Melissa; Allison Cunningham
Subject: RE: Forte Payment Systems dismissal

Danielle,

For various reasons (that to be honest I don't fully understand), if I requested a Statement of Account in this situation, something would almost surely go wrong with the interest calculation – in short it would be a "dummy" statement because it would not be connected to a recognized system action on the account such as the issuance of a Comptroller's Decision or the execution of a resolution agreement, and thus would not hold interest accumulating or provide a payment date the system recognized.

I cut and paste this from an email below, which I believe will work best for you in this situation:

To answer your question as to how much interest to pay, you can just call a Taxpayer Services and Collections field office. You can find them here: https://comptroller.texas.gov/about/contact/locations.php They'll look up the account, tell you how much it is including current interest, and answer any questions about how to pay timely based on their quote and make sure it gets applied to the right account. That's their jobs, telling taxpayers how much they need to fully pay off a particular liability and making it convenient to do so.

If for some reason you are having trouble with that process, let me know and maybe we can figure something else out.

Thanks,

JAMES D. ARBOGAST

CHIEF COUNSEL FOR HEARINGS AND TAX LITIGATION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512.463.8473 | JAMES.ARBOGAST@CPA.TEXAS.GOV

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From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Thursday, July 19, 2018 4:22 PM
To: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>; Stacy Noack <jmartens@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems dismissal

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Thank you for the clarification, Jack. We will discuss this information with our client and determine next steps.

Mr. Arbogast, would you please request the issuance of a Statement of Account for both the 2009-2012 and 2013-2016 audit periods?

Best regards,
Danielle Ahlrich

From: Hohengarten, Jack [mailto:Jack.Hohengarten@oag.texas.gov]
Sent: Thursday, July 19, 2018 10:02 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>; Jimmy Martens <JMartens@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems dismissal

Danielle,

In addition to my email below, I can confirm the following. If the taxpayer timely pays under protest and complies with Chapter 112's other requirements for filing suit, and if the parties to the administrative hearing file a joint motion to dismiss the hearing as duplicative of pending litigation under Rule 1.39(a)(7), that procedure would not give rise to any jurisdictional issues which would prejudice that taxpayer. Accordingly, we can confirm that this office will not use Forte's filing suit in accordance with Chapter 112, and the parties' jointly moving for dismissal under Rule 1.39(a)(7), as a basis for challenging jurisdiction in Forte's protest suit or with respect to any ground in that suit.

Hope this does the trick.

Jack Hohengarten
Tax Division Chief
Attorney General of Texas
P.O. Box 12548, MC 029
Austin, Texas 78711-2548
Telephone: (512) 475-3503
Fax: (512) 478-4013
jack.hohengarten@oag.texas.gov

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From: Danielle Ahlrich [mailto:dahlrich@textaxlaw.com]
Sent: Monday, July 16, 2018 6:22 PM
To: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>; Jimmy Martens <JMartens@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa

<Melissa.Hargis@oag.texas.gov>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems dismissal

Hi Jack,

We appreciate your email, and we don't want to unnecessarily split hairs. But, we don't read you and Jim Arbogast to be saying the same thing with respect to what document we need to sign to dismiss the administrative hearings after filing the protest suit. Jim indicated that we would file an Joint Motion to Dismiss based upon Rule 1.39(a)(7). However, we read your email to state that we would need to sign the attached Agreements to Dismiss (which make no mention of other pending litigation and still present the jurisdictional concerns that we voiced from the beginning), and the OAG would take no jurisdictional issue with them.

Does the OAG agree with the Comptroller that no plea to the jurisdiction will be filed by dismissing the administrative hearings by a Joint Motion to Dismiss based upon Rule 1.39(a)(7). If not, does the OAG agree that the Agreement to Dismiss as attached to this email will not impact Forte's ability to continue to litigate the issues that were contested during the period in which the administrative redeterminations were pending before the Comptroller?

We appreciate you working with us on this issue and look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>
Sent: Thursday, July 12, 2018 2:39 PM
To: Jimmy Martens <JMartens@textaxlaw.com>; Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>
Subject: Forte Payment Systems dismissal

Jim and Danielle:

We agree with Jim Arbogast's understanding (set out below). That is, when the final statement of account is generated, if the taxpayer timely pays that amount under protest and complies with Chapter 112's other requirements for filing suit, use of the attached Agreement to Dismiss and Cancel Hearing does give rise to any jurisdictional issues which could prejudice that taxpayer. Accordingly, we can confirm that this office will not use the attached form agreement as a basis for challenging jurisdiction in Forte's protest suit or with respect to any ground in its suit.

Jack Hohengarten
Tax Division Chief
Attorney General of Texas
P.O. Box 12548, MC 029
Austin, Texas 78711-2548
Telephone: (512) 475-3503
Fax: (512) 478-4013
jack.hohengarten@oag.texas.gov

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From: James Arbogast [mailto:James.Arbogast@cpa.texas.gov]
Sent: Wednesday, July 11, 2018 4:15 PM
To: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>
Cc: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>
Subject: FW: Forte Payment Systems

Jack and Ali,

Below is an inquiry relating to a couple of hearings involving a client of Danielle Ahlrich and Jimmy Martens. They want to dismiss the pending hearings, pay the full liabilities under protest, and file a tax suit pursuant to Chapter 112.

This is not an uncommon request, and usual practice to allow a taxpayer with a pending redetermination hearing to proceed directly to court is to execute with the taxpayer an Agreement to Dismiss and Cancel Hearing. Our understanding at the Comptroller is that, when the final statement of account is generated, if the taxpayer timely pays that amount under protest and otherwise complies with the Chapter 112 requirements to file suit, use of this Agreement to Dismiss and Cancel Hearing has not raised (and in my opinion could not raise) any jurisdictional issues which could prejudice a taxpayer.

However, Danielle and Jimmy have not agreed to sign our standard forms (attached), raising concerns that they are somehow prejudicing their client or inviting jurisdictional challenges to the lawsuits they want to file if the cases are dismissed using these agreements. I do not think those concerns are valid, but another means to accomplish the same thing has been discussed.

Instead of dismissing the hearings before filing suit, Danielle and Jimmy are inquiring whether it is possible to determine the full liability of these matters, pay the full liability under protest, and then timely file the lawsuits in compliance with Chapter 112 while the hearings are still pending. My response on behalf of the Comptroller is that there is nothing preventing a taxpayer from doing that, and I cannot see how that would raise a jurisdictional issue in the litigation. If they were to fully pay the liability under protest and otherwise properly file a lawsuit, we would just seek a motion to dismiss the hearings as duplicative of pending litigation. Our procedural Rule 1.39(a)(7) was recently added not too long ago to make clear that the grounds of a motion to dismiss to the Comptroller include "a taxpayer's claims for the same tax and the same period are pending in a court," which to me makes clear the Comptroller's position is that the hearing, and not the litigation, loses jurisdiction when the taxpayer is in both administrative hearings and court.

As you can see below, they are seeking assurance that this second method will not cause jurisdictional issues in the litigation, or otherwise prejudice their client, in terms of how the Office of Attorney General would respond to this situation. Do you see any jurisdictional issues, and if not is there some assurance you can provide?

Also, can you provide assurance that simply signing the Agreements to Dismiss and Cancel will also create no jurisdictional issues or otherwise prejudice their client in litigation? I still would much prefer they agree to go that route, as it will get to the exact same result, but much sooner and without having to needlessly bother our busy Deputy Comptroller with a motion to dismiss he doesn't have to deal with.

If you are comfortable doing so, you may respond directly to Jimmy and Danielle with any comments on this situation, but please keep me in the loop.

Thanks,

JAMES D. ARBOGAST

CHIEF COUNSEL FOR HEARINGS AND TAX LITIGATION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512.463.8473 | JAMES.ARBOGAST@CPA.TEXAS.GOV

From: Jimmy Martens <JMartens@textaxlaw.com>
Sent: Wednesday, July 4, 2018 11:37 AM
To: James Arbogast <James.Arbogast@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Danielle Ahlrich <dahlrich@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: Forte Payment Systems

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Hi Jim & Kathy,

We do ask that the Comptroller confirm with the OAG that it will not challenge jurisdiction if Forte calculates and pays the audit assessment under protest and pursues a protest suit in the state courts. Or, alternatively amend your agreement form in the manner we requested earlier. Otherwise, we believe that the Comptroller's hearings attorneys and directors may spend significantly more time responding to discovery requests, testifying in depositions and appearing to give testimony in state court when the attorney general's office uses the agreement as a basis to defeat jurisdiction, in full or in part.

Please understand that our resistance to signing the Comptroller's form agreement is for the sole purpose of avoiding the high cost of jurisdictional contests at the state court level. As you may know, the attorney general's office files & pursues pleas to jurisdiction in virtually every tax case, regardless of whether such pleas are appropriate or not. The fees incurred by our clients (and other taxpayers) to defend the pleas in district court and in the ensuing interlocutory appeals often equal or exceed the fees for trying the case on the merits itself.

At this point, in order to undertake state tax litigation in the state courts, the taxpayer must be a large business entity with significant available resources to undertake two separate lawsuits and two separate appeals in each tax case (one for jurisdiction and another for the merits). As a result, smaller and mid-sized, but solvent businesses without substantial discretionary resources cannot afford the litigation. Moreover, it's currently impossible for insolvent businesses to gain judicial relief.

We believe there are several strategic arguments that the attorney general's office can, and would likely make under the Comptroller's agreement, in order to attempt to defeat jurisdiction in whole or in part. For obvious reasons, we won't discuss them here. We, like you, believe all of this is unnecessary since all the Comptroller would have to do is amend its agreement form as we previously requested.

However, in the absence of doing so, we request that you inform the attorney general's office that the Comptroller has no jurisdictional complaint if, at this point in the administrative hearings process, Forte pays under protest, the assessed audit taxes plus accrued interest and pursues its protest suit in state court and further confirms with the attorney

general's office, that they will not use the Comptroller's form agreement as a basis for challenging the jurisdiction of Forte's protest suit nor any ground raised by Forte in its protest suit.

With respect to your request that we sign a Joint Motion to Dismiss, we would agree if the motion and order clearly state that the basis for dismissal is for the purpose of allowing the taxpayer to pursue a protest suit in state courts. This has been our practice in the past.

We greatly appreciate your attention to this matter and look forward to hearing from you.

Thanks,
Jimmy

From: James Arbogast [mailto:James.Arbogast@cpa.texas.gov]
Sent: Tuesday, July 03, 2018 7:24 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Subject: RE: Forte Payment Systems

Danielle,

The Comptroller would not have any problem if you did this. Just to be absolutely sure, I am going to confirm with OAG that they don't have an issue with it. I cannot imagine they will have a problem if CPA is good with it, especially if we confirmed that to you like I'm doing here, but it's best to check first. I'll let you know when they get back to me.

To answer your question as to how much interest to pay, you can just call a Taxpayer Services and Collections field office. You can find them here: https://comptroller.texas.gov/about/contact/locations.php They'll look up the account, tell you how much it is including current interest, and answer any questions about how to pay timely based on their quote and make sure it gets applied to the right account. That's their jobs, telling taxpayers how much they need to fully pay off a particular liability and making it convenient to do so.

Also, if we do this, the motion to dismiss is best if it's a joint motion to dismiss (or an unopposed motion to dismiss with an explanatory certificate of conference stating the other side is OK with it), as Special Counsel will get right on it upon receipt instead of waiting for the other party to indicate whether they oppose or agree to it. (Hopefully the text of a simple Rule 1.39 joint motion to dismiss based on pending litigation will not cause any issues for either party so agreeing to the language will be easy.) I'm not sure how long it would take before Mike Reissig actually signs it, but he gets a stack of orders and decisions to sign every week or two I expect.

I'll get back when I confirm OAG won't file a plea to the jurisdiction or anything if this is what you want to do; 99% sure they won't but I'll check.

I want to note that I believe all this is entirely unnecessary -- simply signing our standard agreement to dismiss will get you exactly where you will be if we do the above, without me talking to OAG, you having to contact Taxpayer Services, and later both of us and Mike Reissig burdened with preparing and granting a motion to dismiss -- but we can do it if it's really the way you prefer to go.

Thanks,

Jim

Locations and Hours - Home Comptroller.Texas.Gov

comptroller.texas.gov

Comptroller personnel are available to assist the public at our main office in Austin as well as field offices throughout the state.

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, July 3, 2018 12:35 PM
To: James Arbogast <James.Arbogast@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Subject: Forte Payment Systems

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Mr. Arbogast,

Since Ms. Pickup is out for another week, would you please assist us with our questions below? We can't decide on a proper course of action until we know the Comptroller's policy on the issues raised in AHS' pleading, which we've attached for your reference.

Best regards,

Danielle Ahlrich

From: Danielle Ahlrich
Sent: Tuesday, July 03, 2018 12:00 PM
To: Kathy Pickup (Kathy.Pickup@cpa.texas.gov) <Kathy.Pickup@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: Forte Payment Systems

Hi Kathy,

We're writing to obtain clarity regarding the statement in footnote 4 of the Administrative Hearings Section's response to Forte's Motion to Dismiss (attached). We believe that footnote no. 4 can be read to mean that a taxpayer may file suit in district court instead of signing an Agreement to Dismiss, and thereafter seek dismissal of the pending administrative action without an agreement. Have we interpreted footnote 4 to correctly state the Comptroller's policy regarding protest suit jurisdiction?

We understood that Comptroller Rule 1.39(a)(7) applied only to those instances where the taxpayer already had a suit pending in state district court for the same period and tax. In that instance, the provision allows for the dismissal of the administrative action. For example, if a taxpayer challenged an assessment by filing a protest suit but then subsequently filed an administrative refund claim for the same tax and period, dismissal of the administrative refund claim would be proper because the matter is already pending in district court.

Instead, is it the Comptroller's policy that a taxpayer who has a pending administrative redetermination with no lawsuits filed in state district court may pay the assessment under protest, initiate a protest suit in district court, and then move under Rule 1.39 to dismiss the administrative redetermination? If so, what is the Comptroller's policy on how the taxpayer should calculate the interest currently due on the tax assessment amount? Is it the Comptroller's policy that a taxpayer may make its own calculation and pay it under protest prior to the issuance of a revised Comptroller's Statement of Account? Still further, if Forte were to pursue this course of action, would the Comptroller grant a unilateral motion to dismiss or would the taxpayer have to wait for AHS to file the motion?

We appreciate your attention to this matter as we work to determine the best method for concluding the administrative redetermination following the Comptroller's denial of Forte's Motion to Dismiss.

Best regards,

Danielle V. Ahlrich

MARTENS, TODD, LEONARD & AHLRICH

301 Congress Avenue, Suite 1950

Austin, Texas 78701

512-542-9898

512-542-9899 fax

E-mail: dahlrich@textaxlaw.com

Web: www.textaxlaw.com

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EXHIBIT

3

E-SERVICE
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3/27/2019
4:17:10 PM
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Cause No. D-1-GN-18-006671

CSG Forte Payments, Inc. f/k/a Forte Payment Systems, Inc. Plaintiff,	§	In the District Court
v.	§	Travis County, Texas
Glenn **Hegar**, Comptroller of Public Accounts of the State of Texas; the **Office of the Comptroller of Public Accounts,** Ken **Paxton**, Attorney General of the State of Texas; and the **Office of the Attorney General** of the State of Texas, Defendants	§	345th Judicial District

Defendants' Response to Plaintiff's First Requests for Admission, Requests for Production, and Interrogatories

To: CSG Forte Payments, Inc. f/k/a Forte Payment Systems, Inc. by and through their attorneys of record, James F. Martens, Danielle V. Ahlrich, and Allison R. Cunningham, Martens, Todd, Leonard & Ahlrich, 301 Congress Avenue, Suite 1950, Austin, Texas 78701.

Pursuant to the Texas Rules of Civil Procedure, Glenn Hegar, Comptroller of Public Accounts of the State of Texas, the Office of the Comptroller of Public Accounts, Ken Paxton, Attorney General for the State of Texas, and the Office of the Attorney General of the State of Texas ("Defendants"), respond Plaintiff's First Requests for Admissions, Requests for Production, and Interrogatories as follows:

Preliminary Statement

Defendants' factual investigation and legal research concerning this action are ongoing. All of the responses below are based on presently available information, and Defendants reserve the right to rely on subsequently developed facts, information, and legal theories in this action. Defendants, however, assume no obligation beyond that imposed by the Texas Rules of Civil Procedure to supplement and/or amend these responses to reflect documents or other information discovered after the date of these responses.

Each of Defendants' responses and objections to the interrogatories incorporate this Preliminary Statement. These responses are made solely for the purpose of this action. Each response is subject to all appropriate objections, including, but not limited to, competency, relevancy, materiality, and admissibility, which may require exclusion of any statement contained herein if the interrogatory were asked of, or any statement contained herein were made by, a witness present and testifying in court.

Defendants have not completed its investigation of the facts relating to this action or completed its discovery. All objections and responses contained herein are, therefore, based solely upon such information that is presently known to Defendants. No admission of any nature whatsoever is to be inferred or implied. An interrogatory response shall not be taken as an admission of the existence of any fact assumed or implied by such interrogatory or evidence of any such assumed or implied fact.

These responses are made solely for the purpose of this action and not for the purpose of any other action or proceeding. No response made herein will constitute an admission or statement that certain or any evidence, documents, facts, or things exist, are in Defendants' possession or control, are true, or are admissible as evidence.

General Objections

1. Defendants object to any request to the extent that it seeks information that is protected by the attorney-client privilege and/or the attorney work product doctrine. To the extent a request can be construed as seeking information subject to such privilege or doctrine, Defendants hereby object and claim the attorney-client privilege and/or invoke the attorney work product doctrine.

2. Defendants object to any request to the extent that it seeks information containing protected confidential or sensitive information. To the extent a request can be construed as seeking information protected by a right or duty not to disclose confidential or sensitive information, Defendants hereby invoke such right and/or duty.

3. Defendants object to any request to the extent that it is overbroad, unduly burdensome, vague, and unintelligible and/or seeks information that is duplicative of materials previously produced, irrelevant, or not likely to lead to the discovery of admissible evidence.

4. Defendants object to any request to the extent it seeks documents that are not in Defendants' possession, custody, or control.

5. Defendants object to any request to the extent that it requires Defendants to produce documents or disclose information that is equally available to Plaintiff from sources other than Defendants or from the public domain.

6. Defendants specifically incorporate each of these general objections into the specific objections and responses set forth below, and each response is made subject to and without waiving any such objection.

7. Defendants reserve their right to amend their objections and responses.

Responses

Request for Admission No. 1: Admit that Jason Cockerham conducted the sales and use tax audit of Forte for the First Assessment Period.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 2: Admit that the entrance conference for the sales and use tax audit of Forte for the First Assessment Period occurred on March 20, 2013.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 3: Admit that the sales and use tax audit of Forte for the First Assessment Period was concluded on or after March 28, 2014.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 4: Admit that Mr. Cockerham visited Forte's offices to gain a sufficient understanding of Forte's electronic payment service to determine whether Forte had correctly reported its Texas sales tax liability for the First Assessment Period.

Response: Defendants object to this request as vague and overbroad and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit that Mr. Cockerham visited Forte's office for the purpose of obtaining information to assist his determination of whether Forte correctly reported its Texas sales tax liability for the First Assessment Period.

Request for Admission No. 5: Admit that Mr. Cockerham reviewed Forte's website to gain a sufficient understanding of Forte's electronic payment service to determine whether Forte had correctly reported its Texas sales tax liability for the First Assessment Period.

Response: Defendants object to this request as vague and overbroad and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit that Mr. Cockerham reviewed Forte's website for the purpose of obtaining information to assist his determination of whether Forte correctly reported its Texas sales tax liability for the First Assessment Period.

Request for Admission No. 6: Admit that Mr. Cockerham spoke with Forte's personnel to gain a sufficient understanding of Forte's electronic payment service to determine whether Forte had correctly reported its Texas sales tax liability for the First Assessment Period.

Response: Defendants object to this request as vague and overbroad and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit that Mr. Cockerham spoke with Forte's personnel for the purpose of

obtaining information to assist his determination of whether Forte correctly reported its Texas sales tax liability for the First Assessment Period.

Request for Admission No. 7: Admit that Mr. Cockerham reviewed sufficient information regarding Forte's business to determine whether Forte owed additional Texas sales and use tax for the First Assessment Period.

Response: Defendants object to this request as vague and overbroad not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, admit that the auditor obtained sufficient information for the Comptroller to determine Forte's correct Texas sales and use tax liability for the First Assessment Period.

Interrogatory No. 1: State the names and job titles of each individual who performed, conducted, reviewed, or provided insight or guidance regarding Forte's audit for the First Assessment Period, including former and current Comptroller employees.

Response: Defendants object to this interrogatory as compound, vague, seeking information equally available to the propounding party, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objection, Jason Cockerham and Mary Kasner of the Audit Division participated in the Audit and Audit Review. Teresa Bostick, Korry Castillo, Tommy Hoyt, Herman Mason III, Sarah Pai, and Tim Pingree of the Tax Policy Division and Maria Ruiz-Lopez from the Hearings and Tax Litigation Division participated in the Audit Review.

Interrogatory No. 2: For each individual identified in response to Interrogatory No. 1, please state the approximate number of hours each individual has spent to date working on Forte's audit for the First Assessment Period.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence.

Request for Production No. 1: Please produce all documents supporting your response to Interrogatory No. 2.

Response: N/A

Request for Admission No. 8: Admit that each individual identified in response to Interrogatory No. 1 reviewed sufficient information to determine that Mr. Cockerham had properly determined whether Forte owed additional Texas sales and use tax for the First Assessment Period.

Response: Defendants object to this request as vague and overbroad not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, admit that the Comptroller obtained sufficient information to determine Forte's correct Texas sales and use tax liability for the First Assessment Period.

Request for Admission No. 9: Admit that Crystal Grajeda conducted the sales and use tax audit of Forte for the Second Assessment Period.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 10: Admit that the entrance conference for the sales and use tax audit of Forte for the Second Assessment Period occurred on November 3, 2016.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 11: Admit that the sales and use tax audit of Forte for the Second Assessment Period was concluded on or after September 29, 2017.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 12: Admit that Ms. Grajeda visited Forte's offices to gain a sufficient understanding of Forte's electronic payment service to determine whether Forte had correctly reported its Texas sales tax liability for the Second Assessment Period.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, deny.

Request for Admission No. 13: Admit that Ms. Grajeda reviewed Forte's website to gain a sufficient understanding of Forte's electronic payment service to determine whether Forte had correctly reported its Texas sales tax liability for the Second Assessment Period.

Response: Defendants object to this request as vague and overbroad and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit that Ms. Grajeda reviewed Forte's website for the purpose of obtaining information to assist her determination of whether Forte correctly reported its Texas sales tax liability for the Second Assessment Period.

Request for Admission No. 14: Admit that Ms. Grajeda spoke with Forte's personnel to gain a sufficient understanding of Forte's electronic payment service to determine whether Forte had correctly reported its Texas sales tax liability for the Second Assessment Period.

Response: Defendants object to this request because it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, deny.

Request for Admission No. 15: Admit that Ms. Grajeda reviewed sufficient information regarding Forte's business to determine whether Forte owed additional Texas sales and use tax for the Second Assessment Period.

Response: Defendants object to this request as vague and overbroad not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, admit that the auditor obtained sufficient information for the Comptroller to determine Forte's correct Texas sales and use tax liability for the Second Assessment Period.

Interrogatory No. 3: State the names and job titles of each individual who performed, conducted, reviewed, or provided insight or guidance regarding Forte's audit for the Second Assessment Period, including former and current Comptroller employees.

Response: Defendants object to this interrogatory as compound, vague, seeking information equally available to the propounding party, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objection, Crystal Grajeda and Mary Kasner of the Audit Division participated in the Audit and Audit Review.

Interrogatory No. 4: For each individual identified in response to Interrogatory No. 3, please state the approximate number of hours each individual has spent to date working on Forte's audit for the Second Assessment Period.

Response: Defendants object to this request because it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

Request for Production No. 2: Please produce all documents supporting your response to Interrogatory No. 4.

Response: N/A

Request for Admission No. 16: Admit that each individual identified in response to Interrogatory No. 3 reviewed sufficient information to determine that Ms. Grajeda had properly determined whether Forte owed additional Texas sales and use tax for the Second Assessment Period.

Response: Defendants object to this request as vague and overbroad not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, admit that the Comptroller obtained sufficient information to determine Forte's correct Texas sales and use tax liability for the Second Assessment Period.

Request for Admission No. 17: Admit that, cumulatively, the Comptroller's auditors and supervisors have spent more than 200 hours performing the audits of Forte for the First and Second Assessment Periods.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 18: Admit that Forte is an "electronic payment services provider." *See* page 1 of Defendant's Motion to Dismiss for Lack of Jurisdiction.

Response: Defendants object to this request as vague and ambiguous. Subject to and without waiving this objection, a reasonable inquiry was made but the information known or easily obtainable is insufficient to enable Defendants to admit or deny.

Request for Admission No. 19: Admit that Forte's electronic payment system permits users to initiate and authorize payments from the accounts to payees who the users have selected in advance to receive payments by means of the service.

Response: Defendants object to this request as vague and ambiguous. Subject to and without waiving this objection, a reasonable inquiry was made but the information known or easily obtainable is insufficient to enable Defendants to admit or deny.

Request for Admission No. 20: Admit that Forte's electronic payment service is identical to CheckFree's electronic payment service.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, a reasonable inquiry was made but the information known or easily obtainable is insufficient to enable Defendants to admit or deny.

Interrogatory No. 5: If your response to Request for Admission No. 20 is anything other than an unqualified admission, please state all of the material differences between Forte's electronic payment service, as determined in the two audits referenced above or otherwise, and CheckFree's electronic payment service.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence.

Request for Production No. 3: Please produce all documents supporting your response to Interrogatory No. 5.

Response: N/A

Request for Admission No. 21: Admit that under Comptroller policy, a final state district court judgment awarding Forte recovery of its protest payment, will prevent the Comptroller from imposing, under current law, Texas sales and use tax against Forte on similar transactions in subsequent years.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 6: If your response to Request for Admission No. 21 is anything other than an unqualified admission, please state the basis for your response.

Response: N/A

Request for Production No. 4: Please produce all documents supporting your response to Interrogatory No. 6.

Response: N/A

Request for Admission No. 22: Admit that under Comptroller policy, a final state district court judgment awarding Forte recovery of its protest payment will prevent the Comptroller from imposing, under current law, Texas sales and use tax on similar transactions undertaken by other taxpayers.

Response: Defendants object to this request because it is not reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 7: If your response to Request for Admission No. 22 is anything other than an unqualified admission, please state the basis for your response.

Response: N/A

Request for Production No. 5: Please produce all documents supporting your response to Interrogatory No. 7.

Response: N/A

Interrogatory No. 8: State every right for which you allege Forte has wrongfully sought declaratory judgment.

Response: Defendants object to this request as vague and ambiguous, overbroad, and not reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 9: Describe the specific future tax assessments that you allege (on pages 1, 8 and 9 of Defendant's Motion to Dismiss for Lack of Jurisdiction) that Forte's petitions challenge, and identify where in Forte's petitions for the First and Second Assessment Periods Forte challenges those future assessments.

Response: Defendants object to this request as vague and ambiguous because Plaintiff's petition references "Future Periods" but does not define or otherwise identify what the "Future Periods" are. And Defendants have no understanding of the "specific future tax assessments" Forte's petitions challenge, because Forte's pleadings are vague and ambiguous as to such matters.

Request for Production No. 6: Please produce all documents supporting your response to Interrogatory No. 9.

Response: Defendants object to this request as requiring the production of documents that are equally available to the propounding party and that are publicly available.

Request for Admission No. 23: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count I: "Forte Provides a Non-Taxable Electronic Payment Service" of the Petition filed as Cause No. D-1-GN-18-006666 and consolidated into Cause No. D-1-GN-18-006671. *See* Exhibit A.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count I.

Request for Admission No. 24: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count II: "Forte Does Not Provide a Data Processing Service" of Plaintiff's Petition filed as Cause No. D-1-GN-18-006666 and consolidated into Cause No. D-1-GN-18-006671. *See* Exhibit A.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count II.

Request for Admission No. 25: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count III: "Forte Does Not Provide a Taxable Data Processing Service" of Plaintiff's Petition filed as Cause No. D-1-GN-18-006666 and consolidated into Cause No. D-1-GN-18-006671. *See* Exhibit A.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count III.

Request for Admission No. 26: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count IV: "The Comptroller Has Violated Forte's Right to Equal Taxation" Plaintiff's Petition filed as Cause No. D-1-GN-18-006666 and consolidated into Cause No. D-1-GN-18-006671. *See* Exhibit A.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count IV.

Request for Admission No. 27: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count VIII: "Federal Law Preempts the Comptroller's Ability to Tax" Plaintiff's Petition filed as Cause No. D-1-GN-18-006666 and consolidated into Cause No. D-1-GN-18-006671. *See* Exhibit A.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count VIII.

Request for Admission No. 28: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count IX: "Alternatively, The Comptroller Has Taxed Purchases and Sales That Are Eligible for the Resale Exemption" Plaintiff's Petition filed as Cause No. D-1-GN-18-006666 and consolidated into Cause No. D-1-GN-18-006671. *See* Exhibit A.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count IX.

Request for Admission No. 29: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count X: "The Comptroller Has Improperly Assessed Tax" Plaintiff's Petition filed as Cause No. D-1-GN-18-006666 and consolidated into Cause No. D-1-GN-18-006671. *See* Exhibit A.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count X.

Request for Admission No. 30: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count XI: "The Comptroller Abused His Discretion by Failing to Waive All Penalties and Interest Assessed" Plaintiff's Petition filed as Cause No. D-1-GN-18-006666 and consolidated into Cause No. D-1-GN-18-006671. *See* Exhibit A.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count XI.

Request for Admission No. 31: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count I: "Forte Provides a Non-Taxable Electronic Payment Service" of Plaintiff's Petition originally filed as Cause No. D-1-GN-18-006671. *See* Exhibit B.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count I.

Request for Admission No. 32: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count II: "Forte Does Not Provide a Data Processing Service" of Plaintiff's Petition originally filed as Cause No. D-1-GN-18-006671. *See* Exhibit B.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count II.

Request for Admission No. 33: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count III: "Forte Does Not Provide a Taxable Data Processing Service" of Plaintiff's Petition originally filed as Cause No. D-1-GN-18-006671. *See* Exhibit B.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count III.

Request for Admission No. 34: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count IV: "The Comptroller Has Violated Forte's Right to Equal Taxation" of Plaintiff's Petition originally filed as Cause No. D-1-GN-18-006671. *See* Exhibit B.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count IV.

Request for Admission No. 35: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count VIII: "Federal Law Preempts the Comptroller's Ability to Tax" of Plaintiff's Petition originally filed as Cause No. D-1-GN-18-006671. *See* Exhibit B.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count VIII.

Request for Admission No. 36: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count IX: "Alternatively, The Comptroller Has Taxed Purchases and Sales That Are Eligible for the Resale Exemption" of Plaintiff's Petition originally filed as Cause No. D-1-GN-18-006671. *See* Exhibit B.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count IX.

Request for Admission No. 37: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count X: "The Comptroller Has Improperly Assessed Tax" of Plaintiff's Petition originally filed as Cause No. D-1-GN-18-006671. *See* Exhibit B.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count X.

Request for Admission No. 38: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count XI: "The Comptroller Erroneously Taxed Forte's Purchases" of Plaintiff's Petition originally filed as Cause No. D-1-GN-18-006671. *See* Exhibit B.

Response: Admit, as pleaded in Plaintiff's Original Petition, Defendants do not challenge the Travis County District Court's jurisdiction over Count XI.

Request for Admission No. 39: Admit that Defendants do not challenge the Travis County District Court's jurisdiction over Count XII: "The Comptroller Abused His Discretion by Failing to Waive All Penalties and Interest Assessed" of Plaintiff's Petition originally filed as Cause No. D-1-GN-18-006671. *See* Exhibit B.

Response: Admit, as pleaded in Plaintiff's Original Petition Defendants do not challenge the Travis County District Court's jurisdiction over Count XII.

Request for Admission No. 40: Admit that the document attached as Exhibit C is a true and correct copy of email correspondence amongst Forte's attorney, Danielle Ahlrich, and the individuals identified therein.

Response: Defendants object to this request as not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit that Exhibit C appears to be a chain of email correspondence between the attorneys at Martens Todd Leonard & Alhrich (Forte's counsel) and attorneys for the Comptroller of Public Accounts and the Attorney General of Texas.

Request for Admission No. 41: Admit that the document attached as Exhibit D is a true and correct copy of email correspondence between Forte's attorney, Danielle Ahlrich, and the individuals identified therein.

Response: Defendants object to this request as not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit that Exhibit D appears to be a chain of email correspondence between the attorneys at Martens Todd Leonard & Alhrich (Forte's counsel) and Melissa Hargis (Defendants' counsel).

Request for Admission No. 42: Admit that, under Comptroller Policy, a taxpayer is not required to sign Exhibit E to dismiss an administrative redetermination proceeding.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit that the dismissal of an administrative redetermination proceeding does not depend on the execution of the document attached as Exhibit E to Forte's requests.

Request for Admission No. 43: Admit that, under Comptroller Policy, a taxpayer is not required to sign Exhibit E to dismiss an administrative redetermination proceeding to file a Texas Tax Code Chapter 112 protest suit in district court.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 44: Admit that, under Comptroller Policy, a taxpayer may conclude an administrative redetermination proceeding by filing a unilateral Motion to Dismiss.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, deny.

Interrogatory No. 10: If your response to Request for Admission No. 44 is anything other than an unqualified admission, please state the basis for your response and identify any relevant statute, rule, or other legal authority.

Response: The Comptroller does not have the alleged "policy" cited in Request for Admission No. 44.

Request for Production No. 7: Please produce all documents supporting your response to Interrogatory No. 10.

Response: Defendants object to this request as not reasonably calculated to lead to the discovery of admissible evidence. Furthermore, Defendants assert the attorney-client privilege, attorney work-product doctrine, and deliberative process privilege to the extent this request seeks production of protected documents. Subject to and without waiving these objection, Defendants respond that they have no responsive documents.

Request for Admission No. 45: Admit that under Comptroller policy, a final state district court judgment rendered in a Texas sales tax protest suit only determines whether the taxpayer may recover none, some, or all of its protest payment.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, deny.

Interrogatory No. 11: If your response to Request for Admission No. 45 is anything other than an unqualified admission, please state the basis for your response.

Response: The Comptroller does not have the alleged "policy" cited in Request for Admission No. 45.

Request for Production No. 8: Please produce all documents supporting your response to Interrogatory No. 11.

Response: Defendants object to this request as not reasonably calculated to lead to the discovery of admissible evidence. Furthermore, Defendants assert the attorney-client privilege, attorney work-product doctrine, and deliberative process privilege to the extent this request seeks production of protected documents. Subject to and without waiving these objection, Defendants respond that they have no responsive documents.

Request for Admission No. 46: Admit that a final state district court judgment rendered in a Texas sales tax protest suit does not implicitly decide whether the underlying transactions are taxable.

Response: Defendants object to this request as vague and ambiguous, overbroad, and not reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 12: If your response to Request for Admission No. 46 is anything other than an unqualified admission, please state the basis for your response.

Response: N/A

Request for Production No. 9: Please produce all documents supporting your response to Interrogatory No. 12.

Response: N/A

Request for Admission No. 47: Admit that the only possible judicial relief available to Forte in this protest suit is the recovery of some or all of its protest payment.

Response: Defendants object to this request as vague and ambiguous, overbroad, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, deny.

Interrogatory No. 13: If your response to Request for Admission No. 47 is anything other than an unqualified admission, please state the basis for your response.

Response: Tax Code section 112.060(a).

Request for Production No. 10: Please produce all documents supporting your response to Interrogatory No. 13.

Response: Defendants object to this request as requiring the production of documents that are equally available to the propounding party and that are publicly available.

Request for Admission No. 48: Admit that under Comptroller policy, the sitting Comptroller may refuse to apply the final decisions of the appellate courts of the State of Texas to similar transactions of other taxpayers.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, deny.

Interrogatory No. 14: If your response to Request for Admission No. 48 is anything other than an unqualified admission, please state the basis for your response.

Response: The Comptroller does not have the alleged "policy" cited in Request for Admission No. 48.

Request for Production No. 11: Please produce all documents supporting your response to Interrogatory No. 14.

Response: Defendants object to this request as not reasonably calculated to lead to the discovery of admissible evidence. Furthermore, Defendants assert the attorney-client privilege, attorney work-product doctrine, and deliberative process privilege to the extent this request seeks production of protected documents. Subject to and without waiving these objection, Defendants respond that they have no responsive documents.

Request for Admission No. 49: Admit that under Comptroller policy, the sitting Comptroller may refuse to apply the final decisions of the Travis County District Courts to similar transactions of other taxpayers.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, deny.

Interrogatory No. 15: If your response to Request for Admission No. 49 is anything other than an unqualified admission, please state the basis for your response.

Response: The Comptroller does not have the alleged "policy" cited in Request for Admission No. 49.

Request for Production No. 12: Please produce all documents supporting your response to Interrogatory No. 15.

Response: Defendants object to this request as not reasonably calculated to lead to the discovery of admissible evidence. Furthermore, Defendants assert the attorney-client privilege, attorney work-product doctrine, and deliberative process privilege to the extent this request seeks production of protected documents. Subject to and without waiving these objection, Defendants respond that they have no responsive documents.

Request for Admission No. 50: Admit that the Texas Legislature has granted the Comptroller the authority to refuse to apply the final decisions of the appellate courts of the State of Texas to similar transactions of other taxpayers.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 16: If your response to Request for Admission No. 50 is anything other than an unqualified admission, please state the basis for your response.

Response: N/A

Request for Production No. 13: Please produce all documents supporting your response to Interrogatory No. 16.

Response: N/A

Request for Admission No. 51: Admit that the Texas Legislature has granted the Comptroller the authority to refuse to apply the final decisions of the Travis County District Courts to similar transactions of other taxpayers.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 17: If your response to Request for Admission No. 51 is anything other than an unqualified admission, please state the basis for your response.

Response: N/A

Request for Production No. 14: Please produce all documents supporting your response to Interrogatory No. 17.

Response: N/A

Request for Admission No. 52: Admit that the document attached as Exhibit F is a true and correct copy of Associate Deputy Chief Counsel for the Open Records section of the Comptroller's office, James Nolan's, response to a Texas Open Records Act Request.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 53: Admit that Mr. Nolan refused, in part, to provide information and documentation in response to an open records request regarding CheckFree to Danielle Ahlrich, because of "the similarity of the facts and the law in *Hegar v. CheckFree Services*, the primary subject matter of the instant request, with the facts and issue as to the controlling law in the pending Forte Payment Systems, Inc., administrative hearings, and anticipated tax protest suit." See Exhibit F.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 54: Admit that the document attached as Exhibit G is a true and correct copy of the Attorney General's ruling in response to the open records ruling request included in Exhibit F.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Admission No. 55: Admit that the Comptroller declined to respond to the Open Records Request referenced in Exhibit G, in part, because of the similarity in the law and facts of CheckFree's case and Forte's case.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, admit.

Request for Production No. 56: Admit that the Comptroller produced no documents in response to the open records request included in Exhibit G.

Response: Defendants object to this request as vague and ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, Defendants have made a reasonable inquiry and the information known or easily obtained by Defendants is insufficient to enable Defendants to admit or deny this request.

Request for Production No. 15: Please produce all notes, memoranda, written statements, workpapers, PowerPoints, speaking notes and other documents (hard copy or electronic, and including emails) discussing or mentioning *Hegar v. CheckFree Services Corp*. created in connection with or used during presentations at the 2017

Annual Comptroller Briefing.

Response: Defendants object to this request as vague and ambiguous, overbroad, compound, and not reasonably calculated to lead to the discovery of admissible evidence.

Request for Production No. 16: Please produce all intra-agency correspondence (hard copy or electronic, and including emails) concerning *Hegar v. CheckFree Services Corp.* as it related to the 2017 Annual Comptroller Briefing.

Response: Defendants object to this request as vague and ambiguous, overbroad, compound, and not reasonably calculated to lead to the discovery of admissible evidence. Defendants further assert the attorney-client privilege and attorney work-product doctrine to the extent this request seeks production of protected documents.

Request for Production No. 17: Please produce all inter-agency correspondence (hard copy or electronic, and including emails) concerning *Hegar v. CheckFree Services Corp.* as it related to the 2017 Annual Comptroller Briefing.

Response: Defendants object to this request as duplicative of Request for Production No. 16.

Request for Production No. 18: Please produce all notes, memoranda, written statements, workpapers, PowerPoints, speaking notes and other documents (hard copy or electronic, and including emails) discussing or mentioning *Hegar v. CheckFree Services Corp.* created in connection with or used during public Comptroller presentations from April 1, 2016 to present.

Response: Defendants object to this request as vague and ambiguous, overbroad, compound, and not reasonably calculated to lead to the discovery of admissible evidence.

Request for Production No. 19: Please produce a copy of Glenn Hegar's public speaking or presentation calendars (hard copy or electronic) from April 1, 2016 to present.

Response: Defendants object to this request as vague and ambiguous, overbroad, compound, and not reasonably calculated to lead to the discovery of admissible evidence.

Request for Production No. 20: Please produce a copy of Sarah Pai's public speaking or presentation calendars (hard copy or electronic) from April 1, 2016 to present.

Response: Defendants object to this request as vague and ambiguous, overbroad, compound, and not reasonably calculated to lead to the discovery of admissible evidence.

Request for Production No. 21: Please produce a copy of Ray Langenberg's public speaking or presentation calendars (hard copy or electronic) from April 1, 2016 to present.

Response: Defendants object to this request as vague and ambiguous, overbroad, compound, and not reasonably calculated to lead to the discovery of admissible evidence.

Request for Production No. 22: Please produce a copy of all training materials in the Comptroller's possession that mention *Hegar v. CheckFree Services Corp.* from April 1, 2016 to present.

Response: Defendants object to this request as not likely to lead to the discovery of admissible evidence. Defendants object to this request as vague, ambiguous, overbroad, and unduly burdensome. Furthermore, Defendants assert the attorney-client privilege, and attorney work-product doctrine to the extent this request seeks production of protected documents.

Request for Production No. 23: Please produce a copy of all tax policy letters, emails or other documents or materials in the Comptroller's possession that mention *Hegar v. CheckFree Services Corp.* from April 1, 2016 to present.

Response: Defendants object to this request as not likely to lead to the discovery of admissible evidence. Defendants object to this request as vague, ambiguous, overbroad, and unduly burdensome. Furthermore, Defendants assert the attorney-client privilege, and attorney work-product doctrine to the extent this request seeks production of protected documents. Defendants also object to this request as requiring the production of documents that are equally available to the propounding party and that are publicly available. Defendants object to this request to the extent it calls for the disclosure of confidential information protected from disclosure by Tex. Tax Code § 111.006.

Request for Production No. 24: Please produce all correspondence notes, memoranda, written statements, workpapers, meeting minutes, and other documents (hard copy or electronic, and including emails) from April 1, 2016 to present regarding the need to amend or potentially amend of 34 Texas Administrative Code § 3.330.

Response: Defendants object to this request as vague and ambiguous, overbroad, compound, and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further asserts the attorney-client privilege, attorney work-product doctrine, and deliberative process privilege to the extent this request seeks production of protected documents.

Interrogatory No. 18: Please identify all persons who participated in or assisted with answering or producing documents responsive to Plaintiff's First Request for Admissions, Request for Production, and Interrogatories and the request(s) with which he or she assisted.

Response: Melissa Hargis, attorney for Defendants, prepared the responses to Plaintiff's discovery requests. Ray Langenberg, Bree Boyett, Sarah Pai, and James Arbogast, attorneys for the Comptroller, Emily Tipton, Paralegal in the Comptroller's Tax Litigation Division, and Pam Deitchle, Assistant Attorney General in the Tax Division, reviewed and revised the responses. Jason Cockerham, Crystal Grajeda, and Mary Kasner in the Comptroller's Audit Division reviewed the interrogatories and requests for admission.

Respectfully submitted,

KEN PAXTON
Attorney General

JEFFREY C. MATEER
First Assistant Attorney General

DARREN L. MCCARTY
Deputy Attorney General for Civil Litigation

JACK HOHENGARTEN
Division Chief, Tax Division

/s/ *Melissa L. Hargis*
MELISSA L. HARGIS
Assistant Attorney General
State Bar No. 24055766
Tax Division
P.O. Box 12548; MC029
Austin, Texas 78711
Tel: (512) 475-4866
Fax: (512) 478-4013
melissa.hargis@oag.texas.gov

ATTORNEYS FOR DEFENDANTS

Certificate of Service

I do hereby certify that on the 27th day of March, 2019, a true and correct copy of the foregoing was served on counsel for Plaintiff via e-service and/or electronic mail as indicated below:

James F. Martens
Danielle V. Ahlrich
Allison R. Cunningham
Martens, Todd, Leonard & Ahlrich
301 Congress Avenue
Suite 1950
Austin, Texas 78701
jmartens@textaxlaw.com
dahlrich@textaxlaw.com
acunningham@textaxlaw.com
Counsel for Plaintiff

/s/ Melissa L. Hargis
MELISSA L. HARGIS
Assistant Attorney General

Verification

STATE OF TEXAS §
§
COUNTY OF TRAVIS §
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Bree Boyett, Defendants' authorized representative, who, being duly sworn under oath, stated as follows:

My name is Bree Boyett. I am over the age of eighteen years, of sound mind, and capable of making this affidavit. I am employed as an attorney in the tax section of the Texas Comptroller of Public Accounts. I have read the foregoing Defendants' Responses to Plaintiff's Interrogatories 10, 11, 14, and 15, and every factual statement therein is true and correct and within my personal knowledge or based on information obtained from persons with knowledge of relevant facts. Further affiant sayeth not.

Bree Boyett

SWORN TO and SUBSCRIBED before me on this 27th day of March, 2019.

Notary Public in and for the State of Texas

My commission expires: 02/22/2023

JACOB LOPEZ
MY COMMISSION EXPIRES
FEBRUARY 22, 2023
NOTARY ID: 130053920

Verification

STATE OF TEXAS §
§
COUNTY OF TRAVIS §
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jason Cockerham, Defendants' authorized representative, who, being duly sworn under oath, stated as follows:

My name is Jason Cockerham. I am over the age of eighteen years, of sound mind, and capable of making this affidavit. I am employed as an auditor in the Dallas North office of the audit section of the Texas Comptroller of Public Accounts. I have read the foregoing Defendants' Responses to Plaintiff's Interrogatory No. 1, and every factual statement therein is true and correct and within my personal knowledge or based on information obtained from persons with knowledge of relevant facts.

Further affiant sayeth not.

Jason Cockerham

SWORN TO and SUBSCRIBED before me on this 27TH day of March, 2019.

Notary Public in and for the State of Texas

My commission expires: 09/29/2019

RONNY REDDY
My Notary ID # 126265432
Expires September 29, 2019

Verification

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§
	§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Emily Tipton, Defendants' authorized representative, who, being duly sworn under oath, stated as follows:

My name is Emily Tipton. I am over the age of eighteen years, of sound mind, and capable of making this affidavit. I am employed as Program Specialist in the tax litigation section of the Texas Comptroller of Public Accounts. I have read the foregoing Defendants' Responses to Plaintiff's Interrogatory No. 3 and every factual statement therein is true and correct and within my personal knowledge or based on information obtained from persons with knowledge of relevant facts.

Further affiant sayeth not.

Emily Tipton

SWORN TO and SUBSCRIBED before me on this 27th day of March, 2019.

NOTARY PUBLIC STATE OF TEXAS
Nancy J. Vega
My Commission Expires
06/16/2022
ID No 128300364

Notary Public in and for the State of Texas

My commission expires: 6-16-22

Glenn Hegar

Annual Comptroller Briefing Post-Litigation Issues 2017

Sarah Pai
Research Specialist - Tax Policy
Texas Comptroller of Public Accounts
Sarah.Pai@cpa.texas.gov
(512) 475-5664

Ray Langenberg
Special Counsel for Tax Litigation
Texas Comptroller of Public Accounts
Ray.Langenberg@cpa.texas.gov
(512) 936-8445

EXHIBIT
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CheckFree Services

- 2016 Tex. App. LEXIS 4039 (Tex. App.– Houston [14th Dist.] Apr. 19, 2016) (no pet.)
- CheckFree provides services to banks for bank account holders
  - Electronic delivery platform
  - Electronic bill pay performed for banks' customers
  - "other aspects" – invoices, reports, customer service

CheckFree Services

- Rule 3.330(a)(1), "data processing services"
  - "the processing of information for the purpose of compiling and producing records of transactions, maintaining information, and entering and retrieving information."
  - "does not include the use of a computer by a provider of other services when the computer is used to facilitate the service"

CheckFree Services

- "In accord with the Comptroller's rule, the trial court was required to determine whether CheckFree does something more…i.e. providing professional services…"
  - "thousands of skilled and/or certified professionals"
  - "responsible for compliance with complex government regulations"
  - "the 'secret sauce' of the service"
- Neither the statute nor the rule uses the term "professional services."

CheckFree Services

- "In other words, none of the services CheckFree was audited and paid taxes for consist of 'the processing of information *for the purpose of* compiling and producing records of transactions, maintaining information, [or] entering and retrieving information.' 34 Tex. Admin. Code § 3.330(a)(1)..." (emphasis original)
- Were these not purposes? Unlike other provisions, the rule does not require "sole purpose."

CheckFree Services

- "Nor do any of these services consist of 'word processing, data entry, data retrieval, data search, information compilation, payroll and business accounting data production, . . . [or] other computerized data and information storage or manipulation.' Tex. Tax Code § 151.0035."
- **But**, "to the extent that CheckFree provided any of these services, they were ancillary…"

Data Processing

- Did *CheckFree* twist the rule too far?
- Section 151.0035 ("Data Processing Service")
  - word processing
  - data entry
  - data retrieval
  - data search
  - information compilation
  - payroll and business accounting data production

Data Processing Rule

- Refine definition of "data processing services"
  - Is "professional services" the right question?
  - Is purpose relevant?
  - Focus on activities performed?
- Examples of taxable data processing services
  - Sec. 151.0101(b)
- Identify specific excluded or exempted services
  - Sec. 151.0035 (medical transcription)
  - Sec. 151.353 (court reporting)

Data Processing

- PLR 151250584 (May 30, 2017)
  - Cloud-based software platform
  - Web interface between businesses and their customers
  - Software receives, processes, translates, stores customer communications
- PLR 152600379 (Aug. 19, 2016)
  - Authentication service
  - Digital SSL certificates allow for encrypted communication
  - Encryption performed by customers' own software
  - Taxpayer doesn't compile, produce, maintain, enter, or retrieve data

State Bar of Texas
State and Local Tax Committee
Annual Comptroller Briefing

William B. Travis State Office Building
1701 N Congress Avenue, Room 1-111
Austin, Texas

September 21, 2017

MORNING AGENDA

8:30 - 9:00 am	**Check-in and Registration**
9:00 - 10:00 am	**Multistate Update on Cases, Legislation, and Other Developments** - Kirk Lyda, Jones Day - Karen Currie, Ernst & Young
10:00 - 11:00 am	**Factor Presence Nexus and Alternative Apportionment** - Stephen Long, Baker McKenzie - Nicole Ford, Baker McKenzie
11:00 - 11:30 am	**How Does Texas Law Compare to the Revised Uniform Unclaimed Property Law?** - Charolette Noel, Jones Day
11:30 am - 1:00 pm	**Complimentary Networking Lunch at Scholz Garten** Thank you to our lunch sponsors! - Baker McKenzie - Meadows Collier - PricewaterhouseCoopers

EXHIBIT
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Annual Comptroller Briefing

Hosted by the State and Local Tax Committee of the Tax Section of the State Bar and the Comptroller of Public Accounts

September 21, 2017
9:00 a.m. – 4:30 p.m.
Travis Building Room 1-111

AFTERNOON AGENDA

1:00 p.m.	**Welcoming Remarks** Sam Megally, Chair, State and Local Tax Committee of the Tax section of the State BAR
1:05 p.m.	**Opening Remarks** Mike Reissig, Deputy Comptroller Karey Barton, Associate Deputy Comptroller
1:15 p.m.	**Agency's Priorities – Post Session** Karey Barton, Associate Deputy Comptroller
1:45 p.m.	**Practice & Procedure Rule Update** Nancy Prosser, Special Counsel to Deputy Comptroller
1:55 p.m.	**Litigation Update** Matt Jones, General Counsel
2:30 p.m.	**Post Litigation - Treatment of Hotel Consumables and Data Processing** Ray Langenberg, General Counsel Sarah Pai, Tax Policy Review
3:00 p.m.	**BREAK**
3:15 p.m.	**Administrative Hearings Section Update** James Arbogast, Deputy General Counsel
3:35 p.m.	**Tax Policy Rules Update** Tommy Hoyt, Tax Policy Area Manager – Indirect Taxes Karen Snyder, Tax Policy Area Manager – Direct Taxes
4:00 p.m.	**Legislative Update – General Summary** Melissa Brogan, Tax Policy Division
4:15 p.m.	**STAR Update** Melissa Brogan, Tax Policy Division
4:30 p.m.	**Adjournment**

4/12/2019 5:23 PM
Velva L. Price
District Clerk
Travis County
D-1-GN-18-006671
Irene Silva

CAUSE NO. D-1-GN-18-006671

CSG FORTE PAYMENTS, INC. f/k/a	**§**	**IN THE DISTRICT COURT OF**
FORTE PAYMENT SYSTEMS, INC.	**§**	
Plaintiff,	**§**	
	§	
v.	**§**	
	§	
GLENN HEGAR,	**§**	
COMPTROLLER OF PUBLIC	**§**	**TRAVIS COUNTY, TEXAS**
ACCOUNTS OF THE STATE OF TEXAS;	**§**	
THE OFFICE OF THE COMPTROLLER	**§**	
OF PUBLIC ACCOUNTS;	**§**	
KEN PAXTON, ATTORNEY	**§**	
GENERAL OF THE STATE OF TEXAS;	**§**	
AND THE OFFICE OF THE ATTORNEY	**§**	
GENERAL OF THE STATE OF TEXAS	**§**	**53rd JUDICIAL DISTRICT**
Defendants.	**§**	

EXHIBIT 6 OF PLAINTIFF'S FIRST AMENDED PETITION

11/26/2018 11:01 AM
Velva L. Price
District Clerk
Travis County
D-1-GN-18-007023
Jessica A. Limon

CAUSE NO. D-1-GN-18-007023

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP	§	**IN THE DISTRICT COURT OF**
Plaintiff,	§	
	§	
v.	§	
	§	**TRAVIS COUNTY, TEXAS**
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; THE OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS; KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS; AND THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS	§	
Defendants.	§	**345TH JUDICIAL DISTRICT**

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF THIS COURT:

COMES NOW Pointsmith Point-of Purchase Management Services, LP ("Pointsmith"), Plaintiff, complaining of the above-listed Defendants (collectively the "Comptroller"). In support of its claim, Pointsmith will show the Court the following:

DISCOVERY CONTROL PLAN

1. Pointsmith elects to conduct discovery under Level 3 of Rule 190.4, Texas Rules of Civil Procedure.

PARTIES

2. Pointsmith is a Texas corporation with its headquarters in Katy, Texas.

3. Defendant Glenn Hegar is the Comptroller of Public Accounts of the State of Texas and is the public official charged with the duty of collecting the Texas sales and use tax.

EXHIBIT
6

4. Defendant Glenn Hegar is sued in his official capacity as Comptroller of Public Accounts of the State of Texas. The Defendant Comptroller may be served at the Lyndon Baines Johnson State Office Building, 111 East 17th Street, Austin, Travis County, Texas, 78701.

5. Defendant Office of the Comptroller of Public Accounts may also be served at the Lyndon Baines Johnson State Office Building, 111 East 17th Street, Austin, Travis County, Texas, 78701.

6. Defendant Ken Paxton is the Attorney General of the State of Texas.

7. Defendant Ken Paxton is sued in his official capacity as Attorney General of the State of Texas. The Defendant Attorney General may be served at the Price Daniel Building, 209 West 14th Street, 8th Floor, Austin, Travis County, Texas, 78701.

8. Defendant Office of the Attorney General of the State of Texas may also be served at the Price Daniel Building, 209 West 14th Street, 8th Floor, Austin, Travis County, Texas, 78701.

JURISDICTION AND VENUE

9. Pointsmith brings suit under Texas Tax Code §§ 112.052 *et seq.* and Texas Government Code §§ 403.203 *et seq.* to recover from Defendants in their respective official capacities and from the State of Texas $651,132.64, which represents the portion of Pointsmith's Protest Payment of $772,120.45 made on October 22, 2018 that Pointsmith estimates is attributable to its fulfillment service. Although Pointsmith desires to challenge only the Comptroller's assessment relating to its fulfillment service and to pay the balance of the assessment directly to the Comptroller without contest, the Comptroller has refused to provide Pointsmith with an updated assessment that accurately reflects interest accrued during the

pending administrative redetermination and to allocate that interest between fulfillment and non-fulfillment issues. Thus, Pointsmith made its own calculation of the revised assessment and paid that amount under protest. Pointsmith intends to contest only the portion of the Protest Payment relating to its fulfilment service, which it estimates to be $651,132.64. However, if the court ultimately determines that the portion of the Protest Payment attributable to Pointsmith's fulfillment service is higher than the amount stated here, Pointsmith's protest extends to the amount ultimately identified as the sum attributable to this sole contested issue, limited to $772,120.45, which is the full amount of the Protest Payment.

10. The payment made under protest has been made under duress on the demand of Defendant Glenn Hegar, Comptroller of Public Accounts of the State of Texas, as taxes claimed by the State of Texas under the terms and provisions of Chapter 151 of the Texas Tax Code.

11. Pointsmith also brings suit under the Texas and United States Constitutions, Texas Civil Practice and Remedies Code Chapter 37, Texas Government Code Chapter 2001, and the *ultra vires* doctrine.

12. Pointsmith is registered with the Texas Secretary of State to do business in Texas.

13. Pointsmith has complied with all jurisdictional prerequisites necessary to file this suit.

14. Pointsmith submitted with its payment under protest a written protest letter stating the reasons it is entitled to recover the payment. Pointsmith attaches the protest letter, a copy of its protest payment, and related attachments as **Exhibit A** and incorporates **Exhibit A** by reference as though it was duly set forth at length herein.

15. Ninety days have not elapsed since Pointsmith made its payment under protest.

16. The Travis County District Courts have exclusive, original jurisdiction over this case pursuant to Texas Tax Code § 112.001, as well as the Texas and United States Constitutions, Chapter 37 of the Texas Civil Practice and Remedies Code, Chapter 2001 of the Texas Government Code, and the *ultra vires* doctrine.

FACTS

17. Pointsmith is located in Katy, Texas and has two business lines, both of which relate to point-of-purchase marketing.

18. Pointsmith prints and sells point-of-purchase marketing materials.

19. Pointsmith provides fulfillment services for point-of-purchase marketing materials.

20. Pointsmith provides each of its services independently of each other.

21. Point-of-purchase marketing means the placement of promotional signs or advertisements at locations where consumers pay for products and services (such as gas station pumps and counters and the windows at a drive-through restaurant). It also includes the provision of give-away items to consumers to generate brand recognition or to promote a particular product or service.

22. Pointsmith's fulfillment service consists of: (1) leasing storage space within Pointsmith's facility for a customer to store its advertising materials; (2) handling (*i.e.*, retrieving customer-selected items from the customer's leased storage space and packing them into boxes); and (3) shipping the customer's boxed items as instructed by the customer.

23. Pointsmith prints custom marketing materials for which unrelated third-parties provide fulfillment services.

24. Pointsmith provides fulfillment services for items printed or produced by unrelated third-parties.

25. Pointsmith operates its two business lines in distinct and separate areas of its facility, and Pointsmith does not use the same employees, supervisors, or business assets across these lines of business.

26. Pointsmith's customers are large, multi-unit companies, predominantly within the retail gasoline, convenience store or fast casual dining industries. Its major customers include Murphy Oil, Popeye's, Citi Cards, Mattress Firm, and Shell Oil and their franchisees.

27. Pointsmith's customers own or franchise stores. These customers use point-of-purchase marketing at their stores' locations both in and outside of Texas.

28. Approximately 74% of Pointsmith's customers' stores are located outside the state of Texas.

29. Pointsmith's customers typically require Pointsmith to bid for work.

30. Pointsmith's customers may solicit bids for printing only. Pointsmith's customers may solicit bids for fulfillment services only. Pointsmith's customers may solicit bids for both printing and fulfillment services.

31. Regardless of whether a customer solicits bids for printing only, for fulfillment services only, or for both, Pointsmith prepares separate bids and prices for each type of work. Pointsmith's prices to not vary based upon whether both are purchased or not.

32. Pointsmith prints custom marketing materials with the content and in the sizes and quantities ordered by its customers.

33. For example, Murphy Oil orders printed decals to cling to the entrance door of its convenience stores to advertise that lottery tickets are sold at certain locations. Similarly, Murphy Oil may hire Pointsmith to print signs to be placed on the top of gas pumps announcing a new type of engine fuel.

34. As soon as Pointsmith prints a customer's marketing materials, the customer will direct Pointsmith to deliver the materials to the customer either at Pointsmith's shipping dock for pickup and shipment by common carrier or to the customer's leased warehouse space.

35. Title to the materials passes to the customer at the location to which the customer directs delivery (*i.e.*, Pointsmith's shipping dock or the customer's leased warehouse space).

36. Possession of the materials passes to the customer at the location to which the customer directs delivery (*i.e.*, Pointsmith's shipping dock or the customer's leased warehouse space).

37. When materials are delivered to Pointsmith's dock, they are immediately loaded and shipped to individual stores.

38. Pointsmith's customers bear the risk of loss of the printed materials once Pointsmith delivers the materials to the customer at Pointsmith's loading dock or to the customer's leased warehouse space.

39. Pointsmith's customers lease warehouse space from Pointsmith by the square foot. Pointsmith's customers own all of the marketing materials that they store there.

40. Pointsmith's customers purchase some of their marketing materials from unrelated vendors and some from Pointsmith.

41. Pointsmith's customers are responsible for insuring the materials that they store in the leased warehouse space. The customers are the named insured on their policies.

42. Pointsmith's customers are also responsible for rendering to the Harris County Appraisal District ("HCAD") the value of the marketing materials for property tax.

43. HCAD requires Pointsmith to identify the customers that own the marketing materials so that HCAD may assess the property taxes against those customers. Pointsmith complies.

44. Pointsmith's customers have the right to inspect the marketing materials they store at Pointsmith's facility, and customers often exercise their rights of inspection.

45. Acting upon its customers' instructions, Pointsmith will gather specific advertising materials selected by the customer from the customer's leased warehouse space, place them into boxes (aka "pick and pack" or "handling"), and ship the boxes to the stores as directed by the customers.

46. When providing fulfillment services, Pointsmith does not package together and send to a single store all of the items sold under a single customer print invoice.

47. When providing fulfillment services, Pointsmith does not place all of the individual items from a single print invoice into different boxes and ship them to different stores.

48. Rather, when providing fulfillment services, Pointsmith places the items from a particular sale into boxes with items from other sales and/or items produced by third parties and then packages and sends them to different stores at different times.

49. The items for which a customer leases storage space within Pointsmith's facility may remain there for months to years before the customer directs Pointsmith to retrieve and pick

them for a fulfillment order. Thus, fulfillment services for Pointsmith-printed materials may lag months to years behind the print sales of those materials.

50. If a customer determines that certain advertising materials stored in the warehouse have become outdated, the customer will direct Pointsmith to discard them. The customer controls disposal of its property once Pointsmith stores it in the customer's leased warehouse space.

51. The marketing materials that customers store in the leased space are highly-customized, branded items that hold no value for Pointsmith and for which Pointsmith has no incentive to bear the burdens of ownership.

52. Pointsmith prepares and sends separate invoices for its charges for print sales and for fulfillment services.

53. Printing charges are based on the quantities and prices of items printed, and account for the cost of raw materials (such as blank poster sheets and printing ink), the labor employed to print and deliver the items to the customer, and other expenses, such as the depreciation of printing presses and copiers

54. In contrast, Pointsmith's fulfillment charges are based upon the square footage of rented warehouse space, packaging labor and box costs, and any third-party shipping costs that Pointsmith incurs**.**

55. Fulfillment pricing does not vary between the storage, packaging, and shipment of Pointsmith-printed items and third party-produced items**.**

56. Pointsmith does not provide discounts when its customers purchase both printing and fulfillment together. Its prices do not vary regardless of whether a customer seeks one or both services.

57. When Pointsmith delivers a customer's printed materials to either its dock or to the warehouse space leased by its customer, Pointsmith invoices the customer for the price of the printed materials and, absent an applicable exemption, charges Texas sales tax on the full price (including freight).

58. Approximately 74% of Pointsmith's printed products are shipped to stores located outside of Texas.

59. Pointsmith charges sales tax on every item at the time the customer directs its delivery to Pointsmith's dock or to the customer's lease warehouse space, regardless of the ultimate destination of the item.

60. Upon delivery of the printed marketing materials as directed by the customer to either Pointsmith's dock or the warehouse space, Pointsmith reduces its inventory account for the cost of the materials and records the cost of the materials as a cost of goods sold. Likewise, the customer records the prices paid for the marketing materials on its books as inventory.

61. Pointsmith does not charge Texas sales and use tax on its fulfillment services.

62. The Comptroller has audited Pointsmith for every Texas sales and use tax period from 2000 through 2013, issuing an assessment for each period.

63. Throughout these audits, Pointsmith has provided the Comptroller with unfettered access to all of its books and records. Since at least mid-2004, the Comptroller's auditors have spent numerous hours onsite at Pointsmith's business facilities touring the property and

interviewing its employees to gain an understanding of the nature of its business and Texas sales and use tax practices.

64. Pointsmith has challenged each audit assessment either through the administrative redetermination process or by district court protest suit. Thus, Pointsmith has been actively litigating against the Comptroller for 15 years.

65. For the three audits spanning the 2003 through 2013 sales tax periods, the Comptroller imposed Texas sales and use tax on Pointsmith's fulfillment services.

66. Pointsmith originally challenged the 2003-2007, the 2007-2010, and 2010-2013 audit periods through the administrative redetermination process.

67. After losing the administrative hearing for the 2003-2007 audit period, Pointsmith proceeded to challenge the assessment in district court through a Texas Tax Code Chapter 112 protest suit.

68. The later audit periods remained in the administrative redetermination forum while the district court suit proceeded to trial.

69. In December of 2017, Pointsmith tried its protest suit on the merits to Travis County District Court Judge Timothy Sulak. The trial lasted four days and included testimony from three witnesses and over 200 exhibits.

70. In January of 2018, Judge Sulak entered judgment in Pointsmith's favor. *See* **Exhibits 2 and 3 to Exhibit A**. The Comptroller ordered the trial transcript, but ultimately chose not to appeal. Thus, the judgment became final.

71. Shortly thereafter, Pointsmith asked the Comptroller to resolve the subsequent audits by applying the ruling of the district court judgment. *See* **Exhibit 4 to Exhibit A.**

72. Pointsmith and the Comptroller confidentially resolved the smaller 2007-2010 audit period.

73. For the 2010-2013 audit period at issue here, Pointsmith proposed to the Comptroller a Rule 11 Agreement wherein Pointsmith would agree provide documents like those used to prove its case-in-chief at trial if the Comptroller would agree to apply the district court ruling and treat Pointsmith's fulfillment service as non-taxable once Pointsmith established no material difference in facts. *See* **Exhibit 5 to Exhibit A**. The Comptroller refused, stating that the audit was correct.

74. Then, the Comptroller sought to initiate yet another audit of Pointsmith for the Texas sales and use tax periods following those at issue here. Only when counsel for Pointsmith sent to the head of the audit division a letter detailing the Comptroller's repetitive assessments of Pointsmith, notwithstanding the trail court's final judgment, and the impropriety of auditing Pointsmith while this protest litigation was ongoing did the Comptroller agree to delay the audit, but only for a period of one year. *See* **Exhibit 6 to Exhibit A.**

75. Notwithstanding the lack of any material change in Pointsmith's business operations between the audit period litigated in district court and the period presently at issue, the Comptroller has refused to follow Judge Sulak's district court judgment and, instead, is forcing Pointsmith to re-litigate the taxability of its fulfillment service through this protest suit because the Comptroller disagrees that Judge Sulak's letter ruling and judgment "is a decision on the merits" because "the judgment contains no analysis of law or conclusions of law." *See* **Exhibits 7 and 8 to Exhibit A.**

76. Thus, the Comptroller has determined that a judgment in a protest suit that orders the Comptroller to return the taxpayer's protest payment occurs without any determination of taxability. According to the Comptroller, when the Comptroller imposes an audit assessment claiming that a taxpayer failed to collect tax on a service and the taxpayer challenges that assessment – arguing that its service is not taxable – and prevails, the Comptroller's position is that the court's ruling is not a decision on the merits and therefore has no effect on other periods.

77. Over the last 15 years, the Comptroller has forced Pointsmith to divert thousands of hours of employee time (largely that of high-level executives) and spend hundreds of thousands of dollars in professional fees to facilitate Comptroller audit examinations and then litigate his unjustified assessments.

78. As of the January 2018 judgment, the law and resulting application to Pointsmith's business was determined. Thus, this entire protest suit – which, once again, concerns the taxability of Pointsmith's fulfillment service – is completely unnecessary since Judge Sulak applied the governing law to Pointsmith's unchanged facts.

79. In light of the Comptroller's refusal to enter into the proposed Rule 11 Agreement and his inability to point to any material change in Pointsmith's business operations, his claim that additional tax is due constitutes nothing more than an attempt to circumvent Judge Sulak's ruling on the law.

80. As a result, under duress, Pointsmith is forced to bring this protest suit to prevent the assessment from becoming final, which would then allow the Comptroller to commence collection efforts for tax that is not lawfully due.

81. Pointsmith has followed the jurisdictional steps outlined by James Arbogast and Jack Hohengarten regarding proper dismissal of a pending administrative redetermination hearing to pursue a district court protest suit. *See* **Exhibits 9 and 10 to Exhibit A**. However, due to the Comptroller's refusal to provide Pointsmith with a revised assessment stating the amount of tax, penalty, and interest presently assessed for the audit period, Pointsmith was forced to make its own calculation of the required protest payment.

82. Pointsmith hereby incorporates by reference as though duly set forth at length the entire administrative file for Comptroller Hearing Number 113,938, including correspondence between counsel for Pointsmith and the Comptroller.

83. Pointsmith's protest letter expressly allowed the Comptroller thirty days from its date to reconsider his position that he's entitled to retry the same issue for the same taxpayer/plaintiff when a Travis County judge recently issued a decision on the issue for the same taxpayer in a prior audit. The Comptroller never alleged that the underlying facts may have changed. Instead, the Comptroller states that he doesn't consider Judge Sulak's decision and related order to constitute a decision on the merits, despite being furnished proof to the contrary on several occasions. The Comptroller refused to reconsider his position within the thirty-day period. As a result, Pointsmith files this protest suit seeking numerous remedies, including a recovery of its protest payment and accruals, declaratory relief, attorney's fees, and sanctions.

84. The Comptroller's assessment is in error for the reasons stated below.

THE COMPTROLLER MUST MAKE PRIMA FACIE SHOWING OF TAXABILITY

85. The Comptroller has alleged that Pointsmith's fulfillment services are taxable under Chapter 151 of the Texas Tax Code.

86. There is no presumption that services are taxable for purposes of the Texas sales and use tax. Under his policies, the Comptroller has the burden to establish a prima facie case that Pointsmith provides a taxable service when it provides fulfillment services.

RULES OF CONSTRUCTION FAVOR POINTSMITH

87. Doubts as to taxability must be construed in Pointsmith's favor. "[S]tatutes imposing a tax must be strictly construed against the taxing authority and liberally construed in favor of the taxpayer." *Austin Eng'g Co. v. Combs*, No. 03-10-00323-CV, 2011 WL 3371557, at *5 (Tex. App.—Austin 2011, no pet.) (mem. op.); *Statistical Tabulating Corp. v. Bullock*, 538 S.W.2d 259, 261 (Tex. Civ. App. Austin 1976, *aff'd*, 549 S.W.2d 166, 169) (Tex. 1977); *see* also *Roark Amusement & Vending, L.P. v. Combs*, No. 03-10-00105-CV, 2011 WL 255535, at *11-12 (Tex. App.—Austin 2011, pet. granted); *see also*; *Geomap Co. v. Bullock*, 691 S.W.2d 98, 100 (Tex. App.—Austin 1984, writ ref'd n.r.e).

88. This case concerns whether Pointsmith's fulfillment service is subject to Texas sales and use tax, not whether it is exempt from the tax.

GROUNDS

I. Pointsmith's Fulfillment Service is Not Taxable.

89. Texas imposes sales tax on "each sale of a taxable item in this state." Tex. Tax. Code § 151.051.

90. Taxable items include both tangible personal property and taxable services. Tex. Tax. Code § 151.010.

91. "Taxable services" are limited to a statutory list of seventeen (17) categories, none of which include fulfillment or its individual components of storage, handling, and shipping. *See* Tex. Tax Code § 151.0101 (storage is only taxable for motor vehicles).

92. Thus, as previously held by Judge Sulak on similar facts, Pointsmith's fulfillment service is not taxable.

II. Pointsmith's Fulfillment Charges are Not Taxable as "Part of the Sale" of Printed Materials.

93. An otherwise non-taxable service may become taxable if it is "part of the sale" of a taxable item. *See* Tex. Tax Code § 151.007 (defining the "sales price" of a taxable item to be the total amount for which the taxable item is sold without a deduction for various costs, such as the cost of the transportation of tangible personal property or a service that is "a part of" the sale).

94. The sale of printed materials is taxed as the sale of tangible personal property. *See May Department Stores Co. v. Strayhorn*, No. 03-03-00729-CV, 2004 LEXIS 7681 at *19 (Tex. App.—Austin Aug. 26, 2004) (mem. op.).

95. The Comptroller incorrectly alleges that Pointsmith's fulfillment services are taxable because they are "part of the sale" of materials that Pointsmith prints.

96. For Texas sales and use tax purposes, a sale is (1) the transfer of title *or* possession (2) of a taxable item (3) when done or performed for consideration. *See* Tex. Tax Code § 151.005.

97. Pointsmith satisfies all conditions of a sale at the time it delivers the printed materials to its customers at its shipping dock or to its customers' leased warehouse space.

98. Pointsmith transfers both title and possession (actual or constructive) of the taxable printed items to its customers, and its customers become obligated to pay the consideration due.

99. Thus, Pointsmith's sale of printed materials is complete before any fulfillment services are provided and the Comptroller has improperly assessed tax on Pointsmith's fulfillment sales.

III. Pointsmith's Fulfillment Services Are Not Taxable as the "Delayed Assembly and Transportation" of Printed Materials.

100. The Comptroller mischaracterizes Pointsmith's fulfillment services as delayed assembly and transportation of printed materials, which is contrary to the facts of Pointsmith's business, the trial judge's earlier determination, and the Comptroller's own guidance.

101. A charge for assembly is considered part of a manufacturing process and is taxable.

102. "Assembly" is defined under the tax laws as "the labor to connect component parts into a finished product; it is the final stage in the manufacturing process." *See, e.g.* Comptroller Letter Ruling, STAR No. 8805L09004G01 (May 17, 1988).

103. Pointsmith's fulfillment activities do not involve connecting component parts into a finished product. The individual items Pointsmith places into a delivery box are already complete and retain their separate identities.

104. Pointsmith's "manufacturing" of printed items is complete when the items come off the press in a state that meets the customer's specifications.

105. The activities of gathering specific advertising materials and placing them into boxes ("pick and pack," or "handling") comprise one stage in the process of completing a fulfillment order and do not constitute taxable assembly labor.

106. The Comptroller previously confirmed in a letter ruling that pick-and-pack services, for which a handling fee was charged, were not taxable. Comptroller Letter Ruling, STAR No. 9809831L (Sept. 17, 1998).

107. Further, Pointsmith's fulfillment service is not taxable as delayed transportation or delivery of the items Pointsmith prints.

108. As a threshold matter, transportation is not a taxable service. The Tax Code does not classify transportation as a taxable service in Section 151.0101, and Comptroller Rule 3.303 recognizes that third-party transportation charges are not taxable.

109. Under Chapter 151 of the Texas Tax Code, the "sales price" includes the total amount for which a taxable item is sold without a deduction for the cost of transportation.

110. "Transportation" means "the movement of goods from the possession of the seller to the purchaser." *Spencer Gifts, Inc. v. Bullock*, 766 S.W.2d 593, 596 (Tex. App.—Austin 1989, no writ.) (defining "transportation" in the sales tax context).

111. Thus, the charge for the movement of a product from the seller's possession to the buyer's possession is part of the taxable price of the product when the movement is connected to the sale of that product. *See id*.

112. Comptroller Rule 3.303 explains that charges for transportation or delivery, both before and after the sale, are taxable even if stated separately from the sales price of a taxable item, because they are "connected to the sale."

113. The charges for transportation or delivery are not taxable if they are not connected to the sale.

114. Where a taxpayer manufactures, sells, and installs an item for its customer, and then later moves and stores the item temporarily at the customer's direction, the Comptroller has ruled that the charges for the movement and storage are not subject to sales tax. *See* Comptroller Policy Letter, STAR No. 9607L1426A12 (July 9, 1996).

115. Once Pointsmith sells the printed materials and delivers them to the customers' leased warehouse space, any subsequent shipment to the franchised or company-owned stores is not "transportation" within the meaning of the statute, because it is not the movement of Pointsmith's inventory from Pointsmith's possession to the customer's; instead, it is movement from the customers' possession to other locations as directed by the customers.

116. The Comptroller has ruled that constructive possession satisfies the possession element of a sale and that actual possession is not required. *See* Comptroller Hearing No. 19,581, STAR No. 8804H0883G01 (April 4, 1988). Thus, the activity of transportation occurs when a seller transfers the items sold to the location directed by the buyer, even if it is to warehouse space leased by the buyer from the seller.

117. Fulfillment cannot constitute the delayed transportation or delivery of the items Pointsmith prints, because Pointsmith has already transported those items and delivered them to the customer's leased warehouse space well before the customer directs them to be shipped elsewhere.

118. Pointsmith's delivery charge for the initial movement of the printed materials is imbedded in the sales price of the printed materials. Pointsmith charges sales tax on the full

charge for the printed materials. Thus, Pointsmith charges sales tax on the transportation of the printed materials.

119. The fulfillment services are not "a part of" Pointsmith's print sale, because the print sale has already concluded and been appropriately taxed before the fulfillment work begins.

120. Pointsmith's fulfillment service is not taxable as delayed assembly and transportation. Therefore, the Comptroller has improperly assessed tax on Pointsmith's fulfillment sales.

IV. Pointsmith's Fulfillment Service Should Not be Taxes as Part of Print Transactions Because it is Independently Desired and Provided.

121. When the purchase of a nontaxable service is combined with the purchase of a taxable item, but each transaction is independently desired and independently provided, there is a mixed transaction in which neither element is "incident" to the other. *Rylander v. San Antonio SMSA Partnership*, 11 S.W.3d 484, 487-488 (Tex. App.—Austin 2000, no pet.).

122. When there is a fixed and ascertainable relationship between the value of the article and the value of the services rendered, and each is a consequential element capable of a separate and distinct transaction, the elements must be analyzed as separate transactions for tax purposes. *Id*.

123. Even when taxable items and non-taxable services are bundled or related, non-taxable services remain non-taxable when two conditions exist. First, the customer must independently desire the separate furnishing of the taxable items and the non-taxable services. Second, the seller must independently and separately sell the taxable items and the non-taxable services. *Id*.

124. Pointsmith's print services and fulfillment services are independently desired and independently provided. Neither is incident to the other. Pointsmith engages in separate and distinct transactions for each.

125. Therefore, the taxability of Pointsmith's print sales and the taxability of Pointsmith's fulfillment sales should be evaluated independently, and the two should be analyzed as separate transactions, with the fulfillment transaction retaining its non-taxable character.

V. If Pointsmith's Fulfillment Service is Taxed as Part of Print Sales, Then Pointsmith Has Over-Collected and Remitted Tax on Print Items Sent Out of State.

126. Texas may only tax the sale of a taxable item in *this state*. *See* Tex. Tax Code §151.051 (emphasis added).

127. Tangible personal property (*e.g.*, a printed item) shipped to a point outside of Texas is not subject to Texas sales and use tax. *See* Tex. Tax Code § 151.330.

128. Even though 74% of Pointsmith's printed products are ultimately bound for locations outside of Texas, Pointsmith taxes them, absent an applicable exemption, at the time they are delivered to the customer at Pointsmith's facility because that is where Pointsmith and its customers conclude the sale.

129. If Pointsmith's sale continued through to the items' ultimate destinations, as alleged by the Comptroller, then Pointsmith has vastly over-collected Texas sales and use tax on the charge for printed items and is entitled to recover its entire protest payment.

VI. The Comptroller Has Violated Pointsmith's Right to Equal Taxation.

130. The Comptroller's attempt to tax Pointsmith's fulfillment service violates the equal protection clauses of the United States and Texas Constitutions.

131. The Fourteenth Amendment to the United States Constitution grants to all citizens equal protection under the law. The Texas Constitution, Article VIII, Section 1, provides for equality and uniformity in taxation.

132. The Comptroller has treated Pointsmith differently from a large class of similarly-situated taxpayers who provide fulfillment services by imposing Texas sales and use tax on Pointsmith's sales in an arbitrary and discriminatory manner. The Comptroller treats Pointsmith differently by imposing Texas sales and use tax on its fulfillment service when he does not impose tax on fulfillment houses that do not sell or print taxable items.

133. The Comptroller's disparate treatment of Pointsmith is not rationally related to any legitimate governmental objective.

134. Therefore, the assessment should be reduced to zero because the Comptroller has violated Pointsmith's right to equal protection and equal and uniform taxation.

VII. Pointsmith Is Entitled to Declaratory Relief Under the UDJA.

135. Chapter 37 of the Civil Practice and Remedies Code affords relief from uncertainty and insecurity with respect to rights, status, and other legal relations. Tex. Civ. Prac. & Rem. Code § 37.002.

136. A person whose rights, status, or other legal relations are affected by a statute may have determined any question of construction or validity arising under the statute and obtain a declaration of rights, status, or other legal relations thereunder. Tex. Civ. Prac. & Rem. Code § 37.004.

137. Texas Civil Practice and Remedies Code Section 37.006 waives governmental immunity from suit. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 373 n.6 (Tex. 2009).

138. Pointsmith's rights, status, and other legal relations are affected by the Texas sales and use tax provisions cited above and, therefore, Pointsmith may have determined questions of construction or validity arising under these statutes and obtain a declaration of its rights, status, or other legal relations thereunder.

139. Therefore, Pointsmith seeks the following declarations, as well as costs and reasonable and necessary attorney's fees as are equitable and just, under Chapter 37 of the Civil Practice and Remedies Code:

a. Fulfillment services are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

b. The charges for leasing storage space for customers to store tangible personal property – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

c. The charges for handling (picking customer-selected items from the customer's leased storage space, packing them into boxes, and sealing the boxes) – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

d. The charges for shipment of customers' boxed items – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

e. Pointsmith's fulfillment services are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

f. None of the individual components of Pointsmith's fulfillment service constitute "a part of the sale" of a taxable item under Texas Tax Code § 151.051, 151.010 and 151.0101.

g. Pointsmith's fulfillment service is not a service that is "a part of the sale" of a taxable item under Texas Tax Code § 151.007.

h. None of the individual components of Pointsmith's fulfillment service are "a part of the sale" of a taxable item under Texas Tax Code § 151.007.

i. Pointsmith's sale of custom printed materials and its provision of fulfillment services are distinct and identifiable.

j. Pointsmith's sale of custom printed materials and its provision of fulfillment services are readily separable.

k. Pointsmith's sale of custom printed materials and its provision of fulfillment services are independently desired.

l. Pointsmith's sale of custom printed materials and its provision of fulfillment services are independently provided.

140. The need for declaratory relief, in addition to that provided by Pointsmith's protest suit, is evidenced by the Comptroller's refusal to follow the district court judgment and to apply it to Pointsmith's subsequent periods.

141. Pointsmith seeks the court's declarations to establish the proper tax treatment for periods other than those for which it made the protest payment.

VIII. Pointsmith Is Entitled to Relief from Comptroller Hegar's *Ultra Vires* Conduct.

142. The Texas Supreme Court has long recognized that governmental immunity does not bar claims alleging that a governmental officer acted *ultra vires*, or without legal authority, in carrying out his duties. *Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154, 157-58 (Tex. 2016).

143. A government officer with some discretion to interpret and apply a law may nonetheless act without legal authority and, thus, *ultra vires* if he exceeds the bounds of his granted authority or if his acts conflict with the law itself. *Id.* at 158.

144. Comptroller Hegar has the authority to collect the Texas sales and use tax and some – but not absolute – discretion to administer and to enforce the tax. *See, e.g.*, Tex. Tax Code §§ 111.001 and 111.002; *Houston Belt*, 487 S.W.3d at 163 ("[G]overnmental immunity bars suits complaining of an exercise of *absolute* discretion but not suits complaining of . . . an officer's exercise of judgment or *limited* discretion without reference to or in conflict with the constraints of the law authorizing the official to act. . . . [A] public officer has no discretion or authority to misinterpret the law.").

145. Comptroller Hegar is bound by the United States Constitution, the Texas Constitution, and the laws enacted by the Texas Legislature. *See, e.g.*, Tex. Tax Code §§ 111.001 and 111.002. His taxing determinations are also subject to judicial review. *See, e.g.*, Texas Tax Code Chapter 112. Therefore, Comptroller Hegar acts outside of his authority when he imposes Texas sales and use tax in violation of this governing law and judicial interpretations of that law.

146. Here, Comptroller Hegar acted *ultra vires* by assessing Texas sales and use tax on Pointsmith's fulfillment services when they are not taxable under Texas Tax Code Chapter 151. He then compounded that error by continuing to assert the validity of his assessment notwithstanding the trial judge's interpretation of the governing law and judgment in Pointsmith's favor ruling that its fulfillment service was not subject to Texas sales and use tax.

147. Therefore, Comptroller Hegar acted *ultra vires* by misinterpreting the limitations on his taxing authority and/or acting without reference to or in conflict with the law enabling him to act. *Hall v. McRaven*, 508 S.W.3d 232, 240-242 (Tex. 2017) *citing Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154 (Tex. 2016); *Cobb v. Harrington*, 190 S.W.2d 709 (Tex. 1945) (affirming declaratory relief that the taxpayer was not engaged in a taxable activity under the statute and, therefore, was not liable for the occupations tax assessed by the Comptroller).

148. Therefore, Pointsmith seeks the following declarations:

a. Fulfillment services are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

b. The charges for leasing storage space for customers to store tangible personal property – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

c. The charges for handling (picking customer-selected items from the customer's leased storage space, packing them into boxes, and sealing the boxes) – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

d. The charges for shipment of customers' boxed items – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

e. Pointsmith's fulfillment services are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

f. None of the individual components of Pointsmith's fulfillment service constitute "a part of the sale" of a taxable item under Texas Tax Code § 151.051, 151.010 and 151.0101.

g. Pointsmith's fulfillment service is not a service that is "a part of the sale" of a taxable item under Texas Tax Code § 151.007.

h. None of the individual components of Pointsmith's fulfillment service are "a part of the sale" of a taxable item under Texas Tax Code § 151.007.

i. Pointsmith's sale of custom printed materials and its provision of fulfillment services are distinct and identifiable.

j. Pointsmith's sale of custom printed materials and its provision of fulfillment services are readily separable.

k. Pointsmith's sale of custom printed materials and its provision of fulfillment services are independently desired.

l. Pointsmith's sale of custom printed materials and its provision of fulfillment services are independently provided.

m. In endeavoring to compel Pointsmith to pay Texas sales and use tax on its fulfillment service in violation of Texas Tax Code Chapter 151, the Comptroller is acting wrongfully and without legal authority.

n. In endeavoring to compel Pointsmith to pay Texas sales and use tax on its fulfillment service in violation of a prior Travis County District Court judgment, the Comptroller is acting wrongfully and without legal authority.

149. The need for declaratory relief, in addition to that provided by Pointsmith's protest suit, is evidenced by the Comptroller's refusal to follow the district court judgment and to apply it to Pointsmith's subsequent periods.

IX. The Doctrines of Res Judicata and Collateral Estoppel Prohibit the Re-Litigation of Previously-Decided Claims and Issues and Require Judgment in Pointsmith's Favor.

150. Under the doctrines of res judicata and collateral estoppel, the Comptroller should be prohibited from re-litigating claims and issues previously decided through the protest suit for the 2003-2007 audit period.

151. As to res judicata, there is a final judgment on the merits by a court of competent jurisdiction between the very parties to this suit based upon claims actually litigated in or should have been litigated in the prior protest suit for an earlier audit period.

152. As for collateral estoppel, the facts sought to be litigated in the present action were fully and fairly litigated in the prior protest suit for an earlier audit period, those facts were essential to the judgment in the prior protest suit, and the same parties were cast as adversaries in the first action.

153. Therefore, the Comptroller should be prohibited from re-litigating claims and issues previously decided and judgment should be rendered in Pointsmith's favor.

X. The Comptroller Abused His Discretion by Failing to Waive All Penalty and Interest Assessed

154. The Comptroller has discretionary authority to waive penalties and interest if a taxpayer exercised reasonable diligence to comply with the tax laws. See Tex. Tax Code § 111.103; 34 Tex. Admin. Code § 3.5.

155. Pointsmith exercised reasonable diligence to comply with the tax laws and cooperated throughout the audit process.

156. Therefore, the Comptroller failed to exercise his discretion to abate all penalty and interest assessed

XI. The Actions of Comptroller Hegar and His Office Warrant Sanctions.

157. The Comptroller's decisions to ignore the Travis County District Court judgment treating Pointsmith's fulfillment service as non-taxable and continuing to assert his that Pointsmith owes additional Texas sales and use tax per his assessment warrant sanctions to stop the harm caused by the Comptroller in forcing Pointsmith to defend against his baseless action.

158. In light of the judgment rendered on a dispute arising between these same two parties on the same legal issue, the Comptroller's tax assessment is groundless and frivolous. The Comptroller's continued assertion of his claim that Pointsmith owes additional Texas sales and use tax is for the purpose of harassment and to force Pointsmith to incur litigation costs so that Pointsmith will relent and pay tax that is not due. The Comptroller's actions constitute bad faith. *See, e.g., Bullock v. Sage Energy Company*, 728 S.W.2d 465 (Tex. App.—Austin 1987, writ ref'd n.r.e.) (wherein the court of appeals, sua sponte, imposed sanctions when the Comptroller ignored a final judgment of the courts deciding an issue in the taxpayer's favor).

159. Therefore, Pointsmith moves for the full scope of relief afforded by Texas Civil Practice and Remedies Code Chapter 10 and Texas Rule of Civil Procedure 13.

160. For example, Pointsmith seeks to recover against the Comptroller and his attorneys (1) attorney's fees incurred to litigate this protest suit, (2) sanctions to compensate for expenses incurred due to Comptroller misconduct (*e.g.*, CPA and attorney's fees and lost employee productivity), and (3) death penalty sanctions, including but not limited to an order instructing the Comptroller to reduce the assessment to $0 and/or to return Pointsmith's protest payment.

161. Pointsmith also seeks relief under Civil Practice and Remedies Code Chapter 105, the purpose of which is to afford an aggrieved citizen some remedy from a governmental agency for the misuse of governmental power. *Black v. Dallas County Child Welfare Unit*, 835 S.W.2d 626, 629 (Tex. 1992).

162. A party to a civil suit in a court of this state brought by or against a state agency in which the agency asserts a cause of action against the party, either originally or as a counterclaim or cross claim, is entitled to recover, in addition to all other costs allowed by law or rule, fees, expenses, and reasonable attorney's fees incurred by the party in defending the agency's action if: (1) the court finds that the action is frivolous, unreasonable, or without foundation; and (2) the action is dismissed or judgment is awarded to the party. Tex. Civ. Prac. & Rem. Code § 105.002.

163. Under Chapter 105, "cause of action" and "claim" are synonymous. *See* Tex. Civ. Prac. & Rem. Code § 105.003(a) ("To recover under this chapter, the party must file a written motion alleging that the agency's claim is frivolous, unreasonable, or without foundation.

The motion may be filed at any time after the filing of the pleadings in which the agency's cause of action is alleged.") (emphasis added); *see also Brainard v. State*, 12 S.W.3d 6, 30 (Tex. 1999) (noting that CPRC Chapter 105 permits attorney's fees when "a state agency asserts a claim that is frivolous, unreasonable, or without foundation) (emphasis added); *Jaster v. Comet II Const., Inc.*, 438 S.W.3d 556, 564-65 (Tex. 2014) (recognizing the ordinary definitions of both "cause of action" and "claim" to mean facts giving rise to a right that is enforceable in a proceeding).

164. A state agency's participation in a civil suit as the defendant does not preclude relief under Civil Practice and Remedies Code Chapter 105. *See Brainard v. State*, 12 S.W.3d 6, 30 (Tex. 1999) (addressing plaintiff's Chapter 105 claim on the merits and not summarily denying the relief because the state agency was the defendant).

165. Here, the operative facts giving rise to the Comptroller's claim and cause of action arise from his audit of Pointsmith and subsequent assessment of additional Texas sales and use, plus penalty and interest, for which he continues to demand that payment is due.

166. The Comptroller has asserted his claim and cause of action against Pointsmith through both the assessment (*i.e.*, tax bill) sent to Pointsmith and administrative pleadings confirming his demand for the payment of the additional tax, penalty, and interest assessed. *See, e.g.*, **Exhibits 11, 12, and 7 to Exhibit A** ("[The Comptroller] contends the proposed amended audit correctly assesses additional tax based on the facts established by evidence pertaining to the audit period . . . .").

167. Similarly, the Comptroller's claim and cause of action are asserted through Pointsmith's Protest Letter and ensuing Original Petition because Pointsmith was statutorily

required to pay "the amount claimed by the state" as a precondition to filing suit under Texas Tax Code Chapter 112 to contest the assessment. *See, e.g.*, Tex. Tax Code §§ 112.051-.052.

168. The Comptroller's claim and cause of action are frivolous, unreasonable, and/or without foundation because, as detailed above, no material change in law or fact warrants the re-litigation of the taxability dispute previously won by Pointsmith.

169. The totality of the circumstances and evidence demonstrate no arguable basis for the Comptroller's claim because the trial court has already construed the governing law, applied it to Pointsmith's facts, and issued a judgment that the Comptroller's position comports with neither. *See Brainard v. State*, 12 S.W.3d 6, 30 (Tex. 1999); *see also Black v. Dallas Co. Child Welfare Unit*, 835 S.W.2d 626, 629-30 (awarding attorney's fees where the state agency ignored a prior court orders and continued prosecution of a claim); *State v. Cartwright*, 874 S.W.2d 210, 219-20 (Tex. App.—Houston [14th Dist.] 1994, writ denied) (awarding attorney's fees where the state agency ignored prior court rulings between the parties).

170. Therefore, under Section 105.003, Pointsmith intends to submit a motion to the court to recover fees, expenses, and reasonable attorney's fees if the action is dismissed or judgment awarded to Pointsmith.

171. Pointsmith may supplement its motions for sanctions and other relief under Texas Civil Practice and Remedies Code Chapters 10 and 105 and Texas Rule of Civil Procedure 13 with further specific filings. However, Pointsmith now provides the Comptroller with notice of its intent to seek such relief now and we invite the Comptroller to reconsider his assessment against Pointsmith.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Pointsmith respectfully requests that on final hearing:

1. Pointsmith have judgment against Defendants for recovery of $651,132.64, which represents Pointsmith's estimate of the portion of its $772,120.45 protest payment attributable to its fulfillment service. However, if the court ultimately determines that the portion of the protest payment attributable to Pointsmith's fulfillment service is higher than $651,132.64, Pointsmith respectfully prays that it have judgment for recovery of the amount ultimately identified as the sum attributable to this sole contested issue, limited to $772,120.45, which is the full amount of Pointsmith's protest payment.

2. Pointsmith have judgment against Defendants for statutory interest accrued on its protest payment, as allowed by law.

3. Pointsmith obtain the declaratory relief sought herein under Texas Civil Practice and Remedies Code Chapter 37, Texas Government Code Chapter 2001, and the *ultra vires* doctrine.

4. Alternatively, if the assessment is upheld, waive the assessment of penalties and interest.

5. Pointsmith recover its reasonable costs and attorney's fees.

6. Pointsmith receive such other and further relief to which Plaintiff may be entitled at law or in equity.

REQUEST FOR DISCLOSURE

Defendants are required to disclose, within 50 days of service of this request, the information or material described in Texas Rule of Civil Procedure 194.2.

Respectfully submitted,

MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
(512) 542-9898
Fax: (512) 542-9899

By /s/ James F. Martens
James F. Martens
jmartens@textaxlaw.com
State Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
State Bar No. 24059215
Allison R. Cunningham
acunningham@textaxlaw.com
State Bar No. 24089254

ATTORNEYS FOR PLAINTIFF, POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP.

MARTENS, TODD, LEONARD & AHLRICH
A GENERAL PARTNERSHIP

JAMES F. MARTENS*
KELLI H. TODD
LACY L. LEONARD
Attorneys at Law

*Board Certified in Tax Law
Texas Board of Legal Specialization

E-MAIL: jmartens@textaxlaw.com

301 CONGRESS AVENUE, SUITE 1950
AUSTIN, TEXAS 78701
(512) 542-9898
FAX (512) 542-9899
www.textaxlaw.com

DANIELLE V. AHLRICH
ALLISON R. CUNNINGHAM
Attorneys at Law

Received
OCT 22 2018
Audit Division
Comptroller of Public Accounts

October 22, 2018

Via Hand Delivery
Mr. Glenn Hegar
Comptroller of Public Accounts
Attn: Ms. Renee Arvin
1700 N. Congress Room #300
Austin, Texas 78701

Re: Protest Letter for Pointsmith Point-of-Purchase Management Services, LP; Taxpayer No. 17606619389; Sales and Use Tax Period August 1, 2010 through December 31, 2013

Dear Comptroller Hegar:

Pointsmith Point-of-Purchase Management Services, LP ("Pointsmith") files this protest letter and accompanying payment as a prerequisite to filing suit in the District Courts of Travis County, Texas. This letter sets forth the grounds that Pointsmith intends to raise in its lawsuit to recover the contested payment.

Pointsmith encloses its protest payment in the amount of $772,120.45 (the "Protest Payment"), which is Pointsmith's calculation of tax, penalty, and interest assessed by the Comptroller on for the tax period of August 1, 2010 through December 31, 2013, with additional interest accrued through October 23, 2018. *See* **Exhibit 1**. Although Pointsmith desires to challenge only the Comptroller's assessment relating to its fulfillment service and to pay the balance of the assessment directly to the Comptroller without contest, the Comptroller has refused to provide Pointsmith with an updated assessment that accurately reflects interest accrued during the pending administrative redetermination and to allocate that interest between fulfillment and non-fulfillment issues. Thus, Pointsmith has made its own calculation of the revised assessment and pays that amount under protest. Pointsmith intends to contest only the portion of the Protest Payment relating to its fulfilment service, which it estimates to be $651,132.64. However, if the court ultimately determines that the portion of the Protest Payment attributable to Pointsmith's fulfillment service is higher than the amount stated here, Pointsmith's protest extends to the amount ultimately identified as the sum attributable to this sole contested issue, limited to $772,120.45, which is the full amount of the Protest Payment.

Pointsmith makes the payment under protest and with full reservation of its legal rights to seek recovery of this payment, plus statutory interest accruing thereon. Pointsmith seeks to recover all legal or equitable relief allowed by law, including declaratory relief, sanctions, and attorney's fees.

Since the Travis County district court has already decided the sole contested issue in this case, as stated in detail below, Pointsmith requests that the Comptroller reconsider his assessment of Texas sales and use tax on Pointsmith's fulfillment service. If the Comptroller does not abandon his assessment within thirty (30) days from the date of this letter, Pointsmith will bring a protest suit under Texas Tax Code Chapter 112, seeking recovery of its protest payment, plus all further relief afforded by law or equity, including appropriate sanctions.

FACTS

1. Pointsmith is located in Katy, Texas and has two business lines, both of which relate to point-of-purchase marketing.

2. Pointsmith prints and sells point-of-purchase marketing materials.

3. Pointsmith provides fulfillment services for point-of-purchase marketing materials.

4. Pointsmith provides each of its services independently of each other.

5. Point-of-purchase marketing means the placement of promotional signs or advertisements at locations where consumers pay for products and services (such as gas station pumps and counters and the windows at a drive-through restaurant). It also includes the provision of give-away items to consumers to generate brand recognition or to promote a particular product or service.

6. Pointsmith's fulfillment service consists of: (1) leasing storage space within Pointsmith's facility for a customer to store its advertising materials; (2) handling (*i.e.*, retrieving customer-selected items from the customer's leased storage space and packing them into boxes); and (3) shipping the customer's boxed items as instructed by the customer.

7. Pointsmith prints custom marketing materials for which unrelated third-parties provide fulfillment services.

8. Pointsmith provides fulfillment services for items printed or produced by unrelated third-parties.

9. Pointsmith operates its two business lines in distinct and separate areas of its facility, and Pointsmith does not use the same employees, supervisors, or business assets across these lines of business.

10. Pointsmith's customers are large, multi-unit companies, predominantly within the retail gasoline, convenience store or fast casual dining industries. Its major customers include Murphy Oil, Popeye's, Citi Cards, Mattress Firm, and Shell Oil and their franchisees.

11. Pointsmith's customers own or franchise stores. These customers use point-of-purchase marketing at their stores' locations both in and outside of Texas.

12. Approximately 74% of Pointsmith's customers' stores are located outside the state of Texas.

13. Pointsmith's customers typically require Pointsmith to bid for work.

14. Pointsmith's customers may solicit bids for printing only. Pointsmith's customers may solicit bids for fulfillment services only. Pointsmith's customers may solicit bids for both printing and fulfillment services.

15. Regardless of whether a customer solicits bids for printing only, for fulfillment services only, or for both, Pointsmith prepares separate bids and prices for each type of work. Pointsmith's prices to not vary based upon whether both are purchased or not.

16. Pointsmith prints custom marketing materials with the content and in the sizes and quantities ordered by its customers.

17. For example, Murphy Oil orders printed decals to cling to the entrance door of its convenience stores to advertise that lottery tickets are sold at certain locations. Similarly, Murphy Oil may hire Pointsmith to print signs to be placed on the top of gas pumps announcing a new type of engine fuel.

18. As soon as Pointsmith prints a customer's marketing materials, the customer will direct Pointsmith to deliver the materials to the customer either at Pointsmith's shipping dock for pickup and shipment by common carrier or to the customer's leased warehouse space.

19. Title to the materials passes to the customer at the location to which the customer directs delivery (*i.e.,* Pointsmith's shipping dock or the customer's leased warehouse space).

20. Possession of the materials passes to the customer at the location to which the customer directs delivery (*i.e.,* Pointsmith's shipping dock or the customer's leased warehouse space).

21. When materials are delivered to Pointsmith's dock, they are immediately loaded and shipped to individual stores.

22. Pointsmith's customers bear the risk of loss of the printed materials once Pointsmith delivers the materials to the customer at Pointsmith's loading dock or to the customer's leased warehouse space.

23. Pointsmith's customers lease warehouse space from Pointsmith by the square foot. Pointsmith's customers own all of the marketing materials that they store there.

24. Pointsmith's customers purchase some of their marketing materials from unrelated vendors and some from Pointsmith.

25. Pointsmith's customers are responsible for insuring the materials that they store in the leased warehouse space. The customers are the named insured on their policies.

26. Pointsmith's customers are also responsible for rendering to the Harris County Appraisal District ("HCAD") the value of the marketing materials for property tax.

27. HCAD requires Pointsmith to identify the customers that own the marketing materials so that HCAD may assess the property taxes against those customers. Pointsmith complies.

28. Pointsmith's customers have the right to inspect the marketing materials they store at Pointsmith's facility, and customers often exercise their rights of inspection.

29. Acting upon its customers' instructions, Pointsmith will gather specific advertising materials selected by the customer from the customer's leased warehouse space, place them into boxes (aka "pick and pack" or "handling"), and ship the boxes to the stores as directed by the customers.

30. When providing fulfillment services, Pointsmith does not package together and send to a single store all of the items sold under a single customer print invoice.

31. When providing fulfillment services, Pointsmith does not place all of the individual items from a single print invoice into different boxes and ship them to different stores.

32. Rather, when providing fulfillment services, Pointsmith places the items from a particular sale into boxes with items from other sales and/or items produced by third parties and then packages and sends them to different stores at different times.

33. The items for which a customer leases storage space within Pointsmith's facility may remain there for months to years before the customer directs Pointsmith to retrieve and pick them for a fulfillment order. Thus, fulfillment services for Pointsmith-printed materials may lag months to years behind the print sales of those materials.

34. If a customer determines that certain advertising materials stored in the warehouse have become outdated, the customer will direct Pointsmith to discard them. The customer controls disposal of its property once Pointsmith stores it in the customer's leased warehouse space.

35. The marketing materials that customers store in the leased space are highly-customized, branded items that hold no value for Pointsmith and for which Pointsmith has no incentive to bear the burdens of ownership.

36. Pointsmith prepares and sends separate invoices for its charges for print sales and for fulfillment services.

37. Printing charges are based on the quantities and prices of items printed, and account for the cost of raw materials (such as blank poster sheets and printing ink), the labor employed to print and deliver the items to the customer, and other expenses, such as the depreciation of printing presses and copiers.

38. In contrast, Pointsmith's fulfillment charges are based upon the square footage of rented warehouse space, packaging labor and box costs, and any third-party shipping costs that Pointsmith incurs.

39. Fulfillment pricing does not vary between the storage, packaging, and shipment of Pointsmith-printed items and third party-produced items.

40. Pointsmith does not provide discounts when its customers purchase both printing and fulfillment together. Its prices do not vary regardless of whether a customer seeks one or both services.

41. When Pointsmith delivers a customer's printed materials to either its dock or to the warehouse space leased by its customer, Pointsmith invoices the customer for the price of the printed materials and, absent an applicable exemption, charges Texas sales tax on the full price (including freight).

42. Approximately 74% of Pointsmith's printed products are shipped to stores located outside of Texas.

43. Pointsmith charges sales tax on every item at the time the customer directs its delivery to Pointsmith's dock or to the customer's lease warehouse space, regardless of the ultimate destination of the item.

44. Upon delivery of the printed marketing materials as directed by the customer to either Pointsmith's dock or the warehouse space, Pointsmith reduces its inventory account for the cost of the materials and records the cost of the materials as a cost of goods sold. Likewise, the customer records the prices paid for the marketing materials on its books as inventory.

45. Pointsmith does not charge Texas sales and use tax on its fulfillment services.

46. The Comptroller has audited Pointsmith for every Texas sales and use tax period from 2000 through 2013, issuing an assessment for each period.

47. Throughout these audits, Pointsmith has provided the Comptroller with unfettered access to all of its books and records. Since at least mid-2004, the Comptroller's auditors have spent numerous hours onsite at Pointsmith's business facilities touring the property and interviewing its employees to gain an understanding of the nature of its business and Texas sales and use tax practices.

48. Pointsmith has challenged each audit assessment either through the administrative redetermination process or by district court protest suit. Thus, Pointsmith has been actively litigating against the Comptroller for 15 years.

49. For the three audits spanning the 2003 through 2013 sales tax periods, the Comptroller imposed Texas sales and use tax on Pointsmith's fulfillment services.

50. Pointsmith originally challenged the 2003-2007, the 2007-2010, and 2010-2013 audit periods through the administrative redetermination process.

51. After losing the administrative hearing for the 2003-2007 audit period, Pointsmith proceeded to challenge the assessment in district court through a Texas Tax Code Chapter 112 protest suit.

52. The later audit periods remained in the administrative redetermination forum while the district court suit proceeded to trial.

53. In December of 2017, Pointsmith tried its protest suit on the merits to Travis County District Court Judge Timothy Sulak. The trial lasted four days and included testimony from three witnesses and over 200 exhibits.

54. In January of 2018, Judge Sulak entered judgment in Pointsmith's favor. *See* **Exhibits 2 and 3**. The Comptroller ordered the trial transcript, but ultimately chose not to appeal. Thus, the judgment became final.

55. Shortly thereafter, Pointsmith asked the Comptroller to resolve the subsequent audits by applying the ruling of the district court judgment. **Exhibit 4.**

56. Pointsmith and the Comptroller confidentially resolved the smaller 2007-2010 audit period.

57. For the 2010-2013 audit period at issue here, Pointsmith proposed to the Comptroller a Rule 11 Agreement wherein Pointsmith would agree provide documents like those used to prove its case-in-chief at trial if the Comptroller would agree to apply the district court ruling and treat Pointsmith's fulfillment service as non-taxable once Pointsmith established no material difference in facts. *See* **Exhibit 5**. The Comptroller refused, stating that the audit was correct.

58. Then, the Comptroller sought to initiate yet another audit of Pointsmith for the Texas sales and use tax periods following those at issue here. Only when counsel for Pointsmith sent to the head of the audit division a letter detailing the Comptroller's repetitive assessments of Pointsmith, notwithstanding the trail court's final judgment, and the impropriety of auditing Pointsmith while this protest litigation was ongoing did the Comptroller agree to delay the audit, but only for a period of one year. *See* **Exhibit 6**.

59. Notwithstanding the lack of any material change in Pointsmith's business operations between the audit period litigated in district court and the period presently at issue, the Comptroller has refused to follow Judge Sulak's district court judgment and, instead, is forcing Pointsmith to re-litigate the taxability of its fulfillment service through this protest suit because the Comptroller disagrees that Judge Sulak's letter ruling and judgment "is a decision on the merits" because "the judgment contains no analysis of law or conclusions of law." *See* **Exhibit 7** and **Exhibit 8**.

60. Thus, the Comptroller has determined that a judgment in a protest suit that orders the Comptroller to return the taxpayer's protest payment occurs without any determination of taxability. According to the Comptroller, when the Comptroller imposes an audit assessment claiming that a taxpayer failed to collect tax on a service and the taxpayer challenges that assessment – arguing that its service is not taxable – and prevails, the Comptroller's position is that the court's ruling is not a decision on the merits and therefore has no effect on other periods.

61. Over the last 15 years, the Comptroller has forced Pointsmith to divert thousands of hours of employee time (largely that of high-level executives) and spend hundreds of

thousands of dollars in professional fees to facilitate Comptroller audit examinations and then litigate his unjustified assessments.

62. As of the January 2018 judgment, the law and resulting application to Pointsmith's business was determined. Thus, this entire protest suit – which, once again, concerns the taxability of Pointsmith's fulfillment service – is completely unnecessary since Judge Sulak applied the governing law to Pointsmith's unchanged facts.

63. In light of the Comptroller's refusal to enter into the proposed Rule 11 Agreement and his inability to point to any material change in Pointsmith's business operations, his claim that additional tax is due constitutes nothing more than an attempt to circumvent Judge Sulak's ruling on the law.

64. As a result, under duress, Pointsmith is forced to bring this protest suit to prevent the assessment from becoming final, which would then allow the Comptroller to commence collection efforts for tax that is not lawfully due.

65. Pointsmith has followed the jurisdictional steps outlined by James Arbogast and Jack Hohengarten regarding proper dismissal of a pending administrative redetermination hearing to pursue a district court protest suit. *See* **Exhibit 9** and **Exhibit 10**. However, due to the Comptroller's refusal to provide Pointsmith with a revised assessment stating the amount of tax, penalty, and interest presently assessed for the audit period, Pointsmith was forced to make its own calculation of the required protest payment.

66. Pointsmith hereby incorporates by reference as though duly set forth at length the entire administrative file for Comptroller Hearing Number 113,938, including correspondence between counsel for Pointsmith and the Comptroller.

67. The Comptroller's assessment is in error for the reasons stated below.

THE COMPTROLLER MUST MAKE A PRIMA FACIE SHOWING OF TAXABILITY

68. The Comptroller has alleged that Pointsmith's fulfillment services are taxable under Chapter 151 of the Texas Tax Code.

69. There is no presumption that services are taxable for purposes of the Texas sales and use tax. Under his policies, the Comptroller has the burden to establish a prima facie case that Pointsmith provides a taxable service when it provides fulfillment services.

THE RULES OF CONSTRUCTION FAVOR POINTSMITH

70. Doubts as to taxability must be construed in Pointsmith's favor. "[S]tatutes imposing a tax must be strictly construed against the taxing authority and liberally construed in favor of the taxpayer." *Austin Eng'g Co. v. Combs*, No. 03-10-00323-CV, 2011 WL 3371557, at *5 (Tex. App.—Austin 2011, no pet.) (mem. op.); *Statistical Tabulating Corp. v. Bullock*, 538 S.W.2d 259, 261 (Tex. Civ. App. Austin 1976, *aff'd*, 549 S.W.2d 166, 169) (Tex. 1977); *see* also *Roark Amusement & Vending, L.P. v. Combs,* No. 03-10-00105-CV, 2011 WL 255535, at *11-12 (Tex. App.—Austin 2011, pet. granted); *see also*; *Geomap Co. v. Bullock*, 691 S.W.2d 98, 100 (Tex. App.—Austin 1984, writ ref'd n.r.e).

71. This case concerns whether Pointsmith's fulfillment service is subject to Texas sales and use tax, not whether it is exempt from the tax.

GROUNDS

I. Pointsmith's fulfillment service is not taxable.

72. Texas imposes sales tax on "each sale of a taxable item in this state." Tex. Tax. Code § 151.051.

73. Taxable items include both tangible personal property and taxable services. Tex. Tax. Code § 151.010.

74. "Taxable services" are limited to a statutory list of seventeen (17) categories, none of which include fulfillment or its individual components of storage, handling, and shipping. *See* Tex. Tax Code § 151.0101 (storage is only taxable for motor vehicles).

75. Thus, as previously held by Judge Sulak on similar facts, Pointsmith's fulfillment service is not taxable.

II. Pointsmith's fulfillment charges are not taxable as "part of the sale" of printed materials.

76. An otherwise non-taxable service may become taxable if it is "part of the sale" of a taxable item. *See* Tex. Tax Code § 151.007 (defining the "sales price" of a taxable item to be the total amount for which the taxable item is sold without a deduction for various costs, such as the cost of the transportation of tangible personal property or a service that is "a part of" the sale).

77. The sale of printed materials is taxed as the sale of tangible personal property. *See May Department Stores Co. v. Strayhorn*, No. 03-03-00729-CV, 2004 LEXIS 7681 at *19 (Tex. App.—Austin Aug. 26, 2004) (mem. op.).

78. The Comptroller incorrectly alleges that Pointsmith's fulfillment services are taxable because they are "part of the sale" of materials that Pointsmith prints.

79. For Texas sales and use tax purposes, a sale is (1) the transfer of title *or* possession (2) of a taxable item (3) when done or performed for consideration. *See* Tex. Tax Code § 151.005.

80. Pointsmith satisfies all conditions of a sale at the time it delivers the printed materials to its customers at its shipping dock or to its customers' leased warehouse space.

81. Pointsmith transfers both title and possession (actual or constructive) of the taxable printed items to its customers, and its customers become obligated to pay the consideration due.

82. Thus, Pointsmith's sale of printed materials is complete before any fulfillment services are provided and the Comptroller has improperly assessed tax on Pointsmith's fulfillment sales.

III. Pointsmith's Fulfillment Services Are Not Taxable as the "Delayed Assembly and Transportation" of Printed Materials.

83. The Comptroller mischaracterizes Pointsmith's fulfillment services as delayed assembly and transportation of printed materials, which is contrary to the facts of Pointsmith's business, the trial judge's earlier determination, and the Comptroller's own guidance.

84. A charge for assembly is considered part of a manufacturing process and is taxable.

85. "Assembly" is defined under the tax laws as "the labor to connect component parts into a finished product; it is the final stage in the manufacturing process." *See, e.g.* Comptroller Letter Ruling, STAR No. 8805L09004G01 (May 17, 1988).

86. Pointsmith's fulfillment activities do not involve connecting component parts into a finished product. The individual items Pointsmith places into a delivery box are already complete and retain their separate identities.

87. Pointsmith's "manufacturing" of printed items is complete when the items come off the press in a state that meets the customer's specifications.

88. The activities of gathering specific advertising materials and placing them into boxes ("pick and pack," or "handling") comprise one stage in the process of completing a fulfillment order and do not constitute taxable assembly labor.

89. The Comptroller previously confirmed in a letter ruling that pick-and-pack services, for which a handling fee was charged, were not taxable. Comptroller Letter Ruling, STAR No. 9809831L (Sept. 17, 1998).

90. Further, Pointsmith's fulfillment service is not taxable as delayed transportation or delivery of the items Pointsmith prints.

91. As a threshold matter, transportation is not a taxable service. The Tax Code does not classify transportation as a taxable service in Section 151.0101, and Comptroller Rule 3.303 recognizes that third-party transportation charges are not taxable.

92. Under Chapter 151 of the Texas Tax Code, the "sales price" includes the total amount for which a taxable item is sold without a deduction for the cost of transportation.

93. "Transportation" means "the movement of goods from the possession of the seller to the purchaser." *Spencer Gifts, Inc. v. Bullock*, 766 S.W.2d 593, 596 (Tex. App.—Austin 1989, no writ.) (defining "transportation" in the sales tax context).

94. Thus, the charge for the movement of a product from the seller's possession to the buyer's possession is part of the taxable price of the product when the movement is connected to the sale of that product. *See id.*; *Spencer Gifts, Inc. v. Bullock*, 766 S.W.2d 593, 596 (Tex. App.—Austin 1989, no writ.).

95. Comptroller Rule 3.303 explains that charges for transportation or delivery, both before and after the sale, are taxable even if stated separately from the sales price of a taxable item, because they are "connected to the sale."

96. The charges for transportation or delivery are not taxable if they are not connected to the sale.

97. Where a taxpayer manufactures, sells, and installs an item for its customer, and then later moves and stores the item temporarily at the customer's direction, the Comptroller has ruled that the charges for the movement and storage are not subject to sales tax. *See* Comptroller Policy Letter, STAR No. 9607L1426A12 (July 9, 1996). [awning letter ruling]

98. Once Pointsmith sells the printed materials and delivers them to the customers' leased warehouse space, any subsequent shipment to the franchised or company-owned stores is not "transportation" within the meaning of the statute, because it is not the movement of

Pointsmith's inventory from Pointsmith's possession to the customer's; instead, it is movement from the customers' possession to other locations as directed by the customers.

99. The Comptroller has ruled that constructive possession satisfies the possession element of a sale and that actual possession is not required. *See* Comptroller Hearing No. 19,581, STAR No. 8804H0883G01 (April 4, 1988). Thus, the activity of transportation occurs when a seller transfers the items sold to the location directed by the buyer, even if it is to warehouse space leased by the buyer from the seller.

100. Fulfillment cannot constitute the delayed transportation or delivery of the items Pointsmith prints, because Pointsmith has already transported those items and delivered them to the customer's leased warehouse space well before the customer directs them to be shipped elsewhere.

101. Pointsmith's delivery charge for the initial movement of the printed materials is imbedded in the sales price of the printed materials. Pointsmith charges sales tax on the full charge for the printed materials. Thus, Pointsmith charges sales tax on the transportation of the printed materials.

102. The fulfillment services are not "a part of" Pointsmith's print sale, because the print sale has already concluded and been appropriately taxed before the fulfillment work begins.

103. Pointsmith's fulfillment service is not taxable as delayed assembly and transportation. Therefore, the Comptroller has improperly assessed tax on Pointsmith's fulfillment sales.

IV. Pointsmith's fulfillment service should not be taxed as part of print transactions because it is independently desired and provided.

104. When the purchase of a nontaxable service is combined with the purchase of a taxable item, but each transaction is independently desired and independently provided, there is a mixed transaction in which neither element is "incident" to the other. *Rylander v. San Antonio SMSA Partnership,* 11 S.W.3d 484, 487-488 (Tex. App.—Austin 2000, no pet.).

105. When there is a fixed and ascertainable relationship between the value of the article and the value of the services rendered, and each is a consequential element capable of a separate and distinct transaction, the elements must be analyzed as separate transactions for tax purposes. *Id.*

106. Even when taxable items and non-taxable services are bundled or related, non-taxable services remain non-taxable when two conditions exist. First, the customer must independently desire the separate furnishing of the taxable items and the non-taxable services.

Second, the seller must independently and separately sell the taxable items and the non-taxable services. *Id.*

107. Pointsmith's print services and fulfillment services are independently desired and independently provided. Neither is incident to the other. Pointsmith engages in separate and distinct transactions for each.

108. Therefore, the taxability of Pointsmith's print sales and the taxability of Pointsmith's fulfillment sales should be evaluated independently, and the two should be analyzed as separate transactions, with the fulfillment transaction retaining its non-taxable character.

V. If Pointsmith's fulfillment service is taxed as part of print sales, then Pointsmith has over-collected and remitted tax on print items sent out of state.

109. Texas may only tax the sale of a taxable item in *this state*. *See* Tex. Tax Code §151.051 (emphasis added).

110. Tangible personal property (*e.g.,* a printed item) shipped to a point outside of Texas is not subject to Texas sales and use tax. *See* Tex. Tax Code § 151.330.

111. Even though 74% of Pointsmith's printed products are ultimately bound for locations outside of Texas, Pointsmith taxes them, absent an applicable exemption, at the time they are delivered to the customer at Pointsmith's facility because that is where Pointsmith and its customers conclude the sale.

112. If Pointsmith's sale continued through to the items' ultimate destinations, as alleged by the Comptroller, then Pointsmith has vastly overcollected Texas sales and use tax on the charge for printed items and is entitled to recover its entire protest payment.

VI. The Comptroller has violated Pointsmith's right to equal taxation.

113. The Comptroller's attempt to tax Pointsmith's fulfillment service violates the equal protection clauses of the United States and Texas Constitutions.

114. The Fourteenth Amendment to the United States Constitution grants to all citizens equal protection under the law. The Texas Constitution, Article VIII, Section 1, provides for equality and uniformity in taxation.

115. The Comptroller has treated Pointsmith differently from a large class of similarly-situated taxpayers who provide fulfillment services by imposing Texas sales and use tax on Pointsmith's sales in an arbitrary and discriminatory manner. The Comptroller treats

Pointsmith differently by imposing Texas sales and use tax on its fulfillment service when he does not impose tax on fulfillment houses that do not sell or print taxable items.

116. The Comptroller's disparate treatment of Pointsmith is not rationally related to any legitimate governmental objective.

117. Therefore, the assessment should be reduced to zero because the Comptroller has violated Pointsmith's right to equal protection and equal and uniform taxation.

VII. Pointsmith is entitled to declaratory relief under the UDJA.

118. Chapter 37 of the Civil Practice and Remedies Code affords relief from uncertainty and insecurity with respect to rights, status, and other legal relations. Tex. Civ. Prac. & Rem. Code § 37.002.

119. A person whose rights, status, or other legal relations are affected by a statute may have determined any question of construction or validity arising under the statute and obtain a declaration of rights, status, or other legal relations thereunder. Tex. Civ. Prac. & Rem. Code § 37.004.

120. Texas Civil Practice and Remedies Code Section 37.006 waives governmental immunity from suit. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 373 n.6 (Tex. 2009).

121. Pointsmith's rights, status, and other legal relations are affected by the Texas sales and use tax provisions cited above and, therefore, Pointsmith may have determined questions of construction or validity arising under these statutes and obtain a declaration of its rights, status, or other legal relations thereunder.

122. Therefore, Pointsmith seeks the following declarations, as well as costs and reasonable and necessary attorney's fees as are equitable and just, under Chapter 37 of the Civil Practice and Remedies Code:

a. Fulfillment services are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

b. The charges for leasing storage space for customers to store tangible personal property – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

c. The charges for handling (picking customer-selected items from the customer's leased storage space, packing them into boxes, and sealing the

boxes) – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

d. The charges for shipment of customers' boxed items – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

e. Pointsmith's fulfillment services are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

f. None of the individual components of Pointsmith's fulfillment service constitute "a part of the sale" of a taxable item under Texas Tax Code § 151.051, 151.010 and 151.0101.

g. Pointsmith's fulfillment service is not a service that is "a part of the sale" of a taxable item under Texas Tax Code § 151.007.

h. None of the individual components of Pointsmith's fulfillment service are "a part of the sale" of a taxable item under Texas Tax Code § 151.007.

i. Pointsmith's sale of custom printed materials and its provision of fulfillment services are distinct and identifiable.

j. Pointsmith's sale of custom printed materials and its provision of fulfillment services are readily separable.

k. Pointsmith's sale of custom printed materials and its provision of fulfillment services are independently desired.

l. Pointsmith's sale of custom printed materials and its provision of fulfillment services are independently provided.

123. The need for declaratory relief, in addition to that provided by Pointsmith's protest suit, is evidenced by the Comptroller's refusal to follow the district court judgment and to apply it to Pointsmith's subsequent periods.

124. Pointsmith seeks the court's declarations to establish the proper tax treatment for periods other than those for which it made the protest payment.

VIII. Pointsmith is entitled to relief from Comptroller Hegar's *ultra vires* conduct.

125. The Texas Supreme Court has long recognized that governmental immunity does not bar claims alleging that a governmental officer acted *ultra vires*, or without legal authority, in carrying out his duties. *Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154, 157-58 (Tex. 2016).

126. A government officer with some discretion to interpret and apply a law may nonetheless act without legal authority and, thus, *ultra vires* if he exceeds the bounds of his granted authority or if his acts conflict with the law itself. *Id.* at 158.

127. Comptroller Hegar has the authority to collect the Texas sales and use tax and some – but not absolute – discretion to administer and to enforce the tax. *See, e.g.,* Tex. Tax Code §§ 111.001 and 111.002; *Houston Belt*, 487 S.W.3d at 163 ("[G]overnmental immunity bars suits complaining of an exercise of *absolute* discretion but not suits complaining of . . . an officer's exercise of judgment or *limited* discretion without reference to or in conflict with the constraints of the law authorizing the official to act. . . . [A] public officer has no discretion or authority to misinterpret the law.").

128. Comptroller Hegar is bound by the United States Constitution, the Texas Constitution, and the laws enacted by the Texas Legislature. *See, e.g.,* Tex. Tax Code §§ 111.001 and 111.002. His taxing determinations are also subject to judicial review. *See, e.g.,* Texas Tax Code Chapter 112. Therefore, Comptroller Hegar acts outside of his authority when he imposes Texas sales and use tax in violation of this governing law and judicial interpretations of that law.

129. Here, Comptroller Hegar acted *ultra vires* by assessing Texas sales and use tax on Pointsmith's fulfillment services when they are not taxable under Texas Tax Code Chapter 151. He then compounded that error by continuing to assert the validity of his assessment notwithstanding the trial judge's interpretation of the governing law and judgment in Pointsmith's favor ruling that its fulfillment service was not subject to Texas sales and use tax.

130. Therefore, Comptroller Hegar acted *ultra vires* by misinterpreting the limitations on his taxing authority and/or acting without reference to or in conflict with the law enabling him to act. *Hall v. McRaven*, 508 S.W.3d 232, 240-242 (Tex. 2017) *citing Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154 (Tex. 2016); *Cobb v. Harrington*, 190 S.W.2d 709 (Tex. 1945) (affirming declaratory relief that the taxpayer was not engaged in a taxable activity under the statute and, therefore, was not liable for the occupations tax assessed by the Comptroller).

131. Therefore, Pointsmith seeks the following declarations:

a. Fulfillment services are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

b. The charges for leasing storage space for customers to store tangible personal property – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

c. The charges for handling (picking customer-selected items from the customer's leased storage space, packing them into boxes, and sealing the boxes) – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

d. The charges for shipment of customers' boxed items – a component of Pointsmith's fulfillment service – are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

e. Pointsmith's fulfillment services are not taxable under Texas Tax Code §§ 151.051, 151.010 and 151.0101.

f. None of the individual components of Pointsmith's fulfillment service constitute "a part of the sale" of a taxable item under Texas Tax Code § 151.051, 151.010 and 151.0101.

g. Pointsmith's fulfillment service is not a service that is "a part of the sale" of a taxable item under Texas Tax Code § 151.007.

h. None of the individual components of Pointsmith's fulfillment service are "a part of the sale" of a taxable item under Texas Tax Code § 151.007.

i. Pointsmith's sale of custom printed materials and its provision of fulfillment services are distinct and identifiable.

j. Pointsmith's sale of custom printed materials and its provision of fulfillment services are readily separable.

k. Pointsmith's sale of custom printed materials and its provision of fulfillment services are independently desired.

l. Pointsmith's sale of custom printed materials and its provision of fulfillment services are independently provided.

m. In endeavoring to compel Pointsmith to pay Texas sales and use tax on its fulfillment service in violation of Texas Tax Code Chapter 151, the Comptroller is acting wrongfully and without legal authority.

n. In endeavoring to compel Pointsmith to pay Texas sales and use tax on its fulfillment service in violation of a prior Travis County District Court judgment, the Comptroller is acting wrongfully and without legal authority.

132. The need for declaratory relief, in addition to that provided by Pointsmith's protest suit, is evidenced by the Comptroller's refusal to follow the district court judgment and to apply it to Pointsmith's subsequent periods.

IX. The doctrines of res judicata and collateral estoppel prohibit the re-litigation of previously-decided claims and issues and require judgment in Pointsmith's favor.

133. Under the doctrines of res judicata and collateral estoppel, the Comptroller should be prohibited from re-litigating claims and issues previously decided through the protest suit for the 2003-2007 audit period.

134. As to res judicata, there is a final judgment on the merits by a court of competent jurisdiction between the very parties to this suit based upon claims actually litigated in or should have been litigated in the prior protest suit for an earlier audit period.

135. As for collateral estoppel, the facts sought to be litigated in the present action were fully and fairly litigated in the prior protest suit for an earlier audit period, those facts were essential to the judgment in the prior protest suit, and the same parties were cast as adversaries in the first action.

136. Therefore, the Comptroller should be prohibited from re-litigating claims and issues previously decided and judgment should be rendered in Pointsmith's favor.

X. The actions of Comptroller Hegar and his office warrant sanctions.

137. The Comptroller's decisions to ignore the Travis County District Court judgment treating Pointsmith's fulfillment service as non-taxable and continuing to assert his that Pointsmith owes additional Texas sales and use tax per his assessment warrant sanctions to stop the harm caused by the Comptroller in forcing Pointsmith to defend against his baseless action.

138. In light of the judgment rendered on a dispute arising between these same two parties on the same legal issue, the Comptroller's tax assessment is groundless and frivolous. The Comptroller's continued assertion of his claim that Pointsmith owes additional Texas sales and use tax is for the purpose of harassment and to force Pointsmith to incur litigation costs so

that Pointsmith will relent and pay tax that is not due. The Comptroller's actions constitute bad faith. *See, e.g., Bullock v. Sage Energy Company*, 728 S.W.2d 465 (Tex. App.—Austin 1987, writ ref'd n.r.e.) (wherein the court of appeals, sua sponte, imposed sanctions when the Comptroller ignored a final judgment of the courts deciding an issue in the taxpayer's favor).

139. Therefore, Pointsmith moves for the full scope of relief afforded by Texas Civil Practice and Remedies Code Chapter 10 and Texas Rule of Civil Procedure 13.

140. For example, Pointsmith seeks to recover against the Comptroller and his attorneys (1) attorney's fees incurred to litigate this protest suit, (2) sanctions to compensate for expenses incurred due to Comptroller misconduct (e.g., CPA and attorney's fees and lost employee productivity), and (3) death penalty sanctions, including but not limited to an order instructing the Comptroller to reduce the assessment to $0 and/or to return Pointsmith's protest payment.

141. Pointsmith also seeks relief under Civil Practice and Remedies Code Chapter 105, the purpose of which is to afford an aggrieved citizen some remedy from a governmental agency for the misuse of governmental power. *Black v. Dallas County Child Welfare Unit*, 835 S.W.2d 626, 629 (Tex. 1992).

142. A party to a civil suit in a court of this state brought by or against a state agency in which the agency asserts a cause of action against the party, either originally or as a counterclaim or cross claim, is entitled to recover, in addition to all other costs allowed by law or rule, fees, expenses, and reasonable attorney's fees incurred by the party in defending the agency's action if: (1) the court finds that the action is frivolous, unreasonable, or without foundation; and (2) the action is dismissed or judgment is awarded to the party. Tex. Civ. Prac. & Rem. Code § 105.002.

143. Under Chapter 105, "cause of action" and "claim" are synonymous. See Tex. Civ. Prac. & Rem. Code § 105.003(a) ("To recover under this chapter, the party must file a written motion alleging that the agency's claim is frivolous, unreasonable, or without foundation. The motion may be filed at any time after the filing of the pleadings in which the agency's cause of action is alleged.") (emphasis added); *see also Brainard v. State*, 12 S.W.3d 6, 30 (Tex. 1999) (noting that CPRC Chapter 105 permits attorney's fees when "a state agency asserts a claim that is frivolous, unreasonable, or without foundation) (emphasis added); *Jaster v. Comet II Const., Inc.*, 438 S.W.3d 556, 564-65 (Tex. 2014) (recognizing the ordinary definitions of both "cause of action" and "claim" to mean facts giving rise to a right that is enforceable in a proceeding).

144. A state agency's participation in a civil suit as the defendant does not preclude relief under Civil Practice and Remedies Code Chapter 105. *See Brainard v. State*, 12 S.W.3d 6, 30 (Tex. 1999) (addressing plaintiff's Chapter 105 claim on the merits and not summarily

denying the relief because the state agency was the defendant).

145. Here, the operative facts giving rise to the Comptroller's claim and cause of action arise from his audit of Pointsmith and subsequent assessment of additional Texas sales and use, plus penalty and interest, for which he continues to demand that payment is due.

146. The Comptroller has asserted his claim and cause of action against Pointsmith through both the assessment (*i.e.*, tax bill) sent to Pointsmith and administrative pleadings confirming his demand for the payment of the additional tax, penalty, and interest assessed. See, e.g., **Exhibit 11, Exhibit 12,** and **Exhibit 7** ("[The Comptroller] contends the proposed amended audit correctly assesses additional tax based on the facts established by evidence pertaining to the audit period . . . .").

147. Similarly, the Comptroller's claim and cause of action are asserted through Pointsmith's Protest Letter and ensuing Original Petition because Pointsmith was statutorily required to pay "the amount claimed by the state" as a precondition to filing suit under Texas Tax Code Chapter 112 to contest the assessment. *See, e.g.*, Tex. Tax Code §§ 112.051-.052.

148. The Comptroller's claim and cause of action are frivolous, unreasonable, and/or without foundation because, as detailed above, no material change in law or fact warrants the re-litigation of the taxability dispute previously won by Pointsmith.

149. The totality of the circumstances and evidence demonstrate no arguable basis for the Comptroller's claim because the trial court has already construed the governing law, applied it to Pointsmith's facts, and issued a judgment that the Comptroller's position comports with neither. *See Brainard v. State*, 12 S.W.3d 6, 30 (Tex. 1999); *see also Black v. Dallas Co. Child Welfare Unit*, 835 S.W.2d 626, 629-30 (awarding attorney's fees where the state agency ignored a prior court orders and continued prosecution of a claim); *State v. Cartwright*, 874 S.W.2d 210, 219-20 (Tex. App.—Houston [14th Dist.] 1994, writ denied) (awarding attorney's fees where the state agency ignored prior court rulings between the parties).

150. Therefore, under Section 105.003, Pointsmith intends to submit a motion to the court to recover fees, expenses, and reasonable attorney's fees if the action is dismissed or judgment awarded to Pointsmith.

151. Pointsmith may supplement its motions for sanctions and other relief under Texas Civil Practice and Remedies Code Chapters 10 and 105 and Texas Rule of Civil Procedure 13 with further specific filings. However, Pointsmith now provides the Comptroller with notice of its intent to seek such relief now and we invite the Comptroller to reconsider his assessment against Pointsmith.

CONCLUSION

In light of the foregoing, Pointsmith is entitled to recover it protest payment and the additional relief sought herein.

Would you please acknowledge receipt of the sum of $772,120.45 paid under protest and the receipt of this letter setting forth the grounds for recovery thereof, and return that receipt to me?

We appreciate your attention to this matter and look forward to hearing from you.

Very truly yours,

MARTENS, TODD, LEONARD & AHLRICH

By: _____
Jimmy Martens

Enclosures

ACKNOWLEDGMENT

Receipt of the sum of $772,120.45 paid under protest by Pointsmith Point-of-Purchase Management Services, LP is hereby acknowledged on this the _____ day of _____, together with the foregoing Letter of Protest with respect to payment under protest of the remaining taxes and interest due.

COMPTROLLER OF PUBLIC ACCOUNTS

By: _____

Title: _____

CHECK NO.	CHECK DATE	VENDOR NO.
106189	10/19/18	1325

POINTSMITH
Point-Of-Purchase Management Services
21202 PARK ROW DRIVE
KATY, TX 77449
(281) 582-1200

08-1054/1130

CHECK NO. 106189

CHECK AMOUNT
**772,120.45

SEVEN HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED TWENTY AND 45 / 100 DOLLARS

POINTSMITH

PAY
TO THE
ORDER OF

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
111 E. 17th Street
Austin, TX 78774-0100

BBVA Compass See attached Protest Letter
TP#176061619389

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

⑈106189⑈ ⑆113010547⑆ 2533167864⑈

Received
OCT 22 2018
Audit Division
Comptroller of Public Accounts

01-137 (9-17/3)

Limited Power of Attorney

Purpose – This form satisfies specific statutory requirements for taxpayers to designate agents to represent them before the Texas Comptroller of Public Accounts. See Texas Tax Code Section 111.023. You may use this form to grant authority to an attorney, accountant, or other representative to act on your behalf. **If you choose to use this form, provide all the information requested; we will return incomplete forms.**

See Form 10-341, Limited Power of Attorney for Crude Oil Production and Natural Gas Production Tax Refunds, for a sample power of attorney to designate an agent to act for you with respect to refunds of crude oil production and natural gas production taxes.

Taxpayer Granting Limited Power of Attorney

Taxpayer legal name	11-digit Texas taxpayer number
Pointsmith Point-of-Purhcase Management Services, L.P.	17606619389

Attorney, Accountant, Firm, or Other Representative Appointed to Act on Behalf of the Taxpayer (Agent)

Agent legal name: Martens, Todd, Leonard & Ahlrich, Jimmy Martens, Kelli Todd, Lacy Leonard, Danielle Ahlrich, Allison Cunningham & Stacy Noack		
Relationship to taxpayer (Attorney, CPA, tax return preparer, etc.): Law Firm	Contact name: Danielle Ahlrich	
Street: 301 Congress Ave., Ste. 1950		Phone (Area code and number): (512) 542-9898
City, state, and ZIP code: Austin, Texas 78701	Email address: dahlrich@textaxlaw.com	
Tax/Fee type(s): Sales & Use Tax		Period(s)/Report year(s): 2003 - present

I appoint the named Agent as my true and lawful agent and attorney-in-fact to communicate with the Texas Comptroller of Public Accounts (Comptroller's office) for one or more of the following purposes:

(Check all that apply)

- ☑ To communicate with the Comptroller's office for purposes other than those listed below, including requesting and receiving information by telephone, email, fax, mail, private letter rulings, general information letters, or in person.
- ☑ To file my claim for refund for the tax/fee types and periods/report years identified, and to provide information as requested by the Comptroller's office.
- ☑ To sign and file my documents, including tax/fee reports, applications, and returns.
- ☑ To provide information as requested and discuss relevant issues with regard to my tax/fee audit(s), and to accept a notification of sampling procedure for the tax/fee types and periods/report years identified.
- ☑ To receive a copy of my Texas Notification of Audit, Refund, and/or Exam Results.
- ☑ To file for a redetermination or refund hearing, to accept a notification of the 60-day requirement to obtain records and/or certificates, and to represent me during the contested case proceeding for the tax/fee types and periods/report years identified.
- ☑ To enter into a written agreement extending the period of limitation during my audit(s) for the tax/fee types and periods/report years identified.
- ☑ To authorize one or more individuals from the firm identified to carry out the authority and duties granted for the tax/fee types and periods/report years identified.
- ☐ Other: _____

This limited power of attorney is effective on July 7, 2016 (Date). My Agent has the power and authority to do and perform every act necessary and proper in the exercise of any of the powers described above, as fully as I could do personally. This includes the right to request and receive confidential information. I acknowledge that use of the named Agent does not relieve me, as the taxpayer or officer, director, or employee of the taxpayer, of my responsibilities when filing accurate reports and returns. I further acknowledge that I am ultimately responsible for the accuracy of any reports or returns filed on my behalf by my Agent.

I understand that the Comptroller's office may act under this limited power of attorney until I revoke it in writing. I understand that revocation of this limited power of attorney is not effective until the Comptroller's office receives written notice. **If signing as an officer, director, or employee of the taxpayer, I certify that my duties include administering the taxpayer's rights and responsibilities with the Comptroller's office and that I have authority to execute this limited power of attorney.**

Signature: [signature]	Date: 10/22/18
Print name: Troy Smith	Phone *(Area code and number)*: (512) 542-9898 - POA
Address *(Street, city, state, and ZIP code)*: 21202 Park Row Drive, Katy, Texas 77449	
Title: CEO	Email address: dahlrich@textaxlaw.com - POA

You have certain rights under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you.
To request information for review or to request error correction, contact us at 800-252-5555.

Pointsmith Point-of-Purchase Management Services.
katy, TX
TAX ADJUSTMENT SUMMARY

Hong Xu - 07/03/2018
TP#: [redacted]

Exam	Exam Name	Exam Category	State	City	Transit	County	SPD	Combined	Total
200	TAX COLLECTED NOT REMITTED - LOCAL TAX	Sales	0.00	6,942.78	0.00	0.00	0.00	0.00	6,942.78
210	TAX COLLECTED NOT REMITTED - 2013 DUMMY ACCOUNT	Sales	7,588.20	1,214.09	1,214.09	0.00	0.00	0.00	10,016.38
220	TAX COLLECTED NOT REMITTED - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER	Sales	1,718.19	274.96	274.96	0.00	0.00	0.00	2,268.11
225	TCNR - 2010 & 2011 CASH RECEIPT W/O INVOICE NUMBER	Sales	6,940.75	1,110.55	1,110.55	0.00	0.00	0.00	9,161.85
230	ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER	Sales	24,768.22	3,962.96	3,962.96	0.00	0.00	0.00	32,694.14
235	ADDITIONAL TAXABLE SALES - 2010 & 2011 CASH RECEIPT W/O INVOICE NUMBER	Sales	35,295.22	5,647.80	5,647.80	0.00	0.00	0.00	46,590.82
300	ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT	Sales	10,644.62	1,703.15	1,703.15	0.00	0.00	0.00	14,050.92
310	DISALLOWED DEDUCTION - 2013 EXCLUDING DUMMING ACCOUNT	Sales	96,448.78	15,431.88	15,431.88	0.00	0.00	0.00	127,312.54
400	TAXABLE FIXED ASSETS PURCHASES	Purchases	2,846.95	455.51	455.51	0.00	0.00	0.00	3,757.97
500	TAXABLE EXPENSE PURCHASES	Purchases	21,051.80	4,104.75	2,576.66	5.68	45.36	0.00	27,784.25
600	DISALLOWED DEDUCTION-UNKNOWN CUSTOMER PRIOR TO 2013	Sales	248.06	39.72	39.72	0.00	0.00	0.00	327.50
610	DISALLOWED DEDUCTION - PRIOR TO 2013	Sales	186,723.17	29,875.64	29,875.64	0.00	0.00	0.00	246,474.45
700	ADDITIONAL TAXABLE SALES - 2010 TO 2012 FROM MIXED T & NT INVOICES	Sales	10,131.48	1,621.05	1,621.05	0.00	0.00	0.00	13,373.58
800	ADDITIONAL TAXABLE SALES - 2010 TO 2012 FOUND FROM CASH RECEIPT REC, WP	Sales	12,045.37	1,927.26	1,927.26	0.00	0.00	0.00	15,899.89
850	TAX COLLECTED NOT REMITTED - 2010-2012 FOUND FROM CASH RECEIPT REC WP	Sales	445.12	71.22	71.22	0.00	0.00	0.00	587.56

EXHIBIT
1

Pointsmith Point-of-Purchase Management Services.
katy, TX
TAX ADJUSTMENT SUMMARY

Hong Xu - 07/03/2018
TP#: [redacted]

Exam	Exam Name	Exam Category	State	City	Transit	County	SPD	Combined	Total
	Total Tax Adjustment:		$ 416,895.93	$ 74,383.32	$ 65,912.45	$ 5.68	$ 45.36	$ 0.00	$ 557,242.74

Tax on Sales:	525,700.52
Tax on Purchases:	31,542.22
Total Tax Adjustment:	**$ 557,242.74**

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 200 TAX COLLECTED NOT REMITTED - LOCAL TAX

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
CITY			
0.0100000	694,277.16	0.01000	6,942.78
TOTAL AUTHORITY: CITY			$ 6,942.78

TOTAL TAX ON EXAM 200 $ 6,942.78

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 200 TAX COLLECTED NOT REMITTED - LOCAL TAX

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1	POINTSMITH	HOUSTON		HOUSTON LOCAL TAX WAS MISSING		648,333.52	6,483.34	08/01/2010	N	HOUSTO	NONE	NONE	NONE	NONE	152
4863H- 2	POINTSMITH	HOUSTON		HOUSTON LOCAL TAX WAS MISSING		39,593.52	395.94	09/01/2010	N	HOUSTO	NONE	NONE	NONE	NONE	152
4863H- 3	POINTSMITH	HOUSTON		HOUSTON LOCAL TAX WAS MISSING		6,350.12	63.50	10/01/2010	N	HOUSTO	NONE	NONE	NONE	NONE	152
				Detail Exam Summary Total		$694,277.16	$6,942.78	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

Pointsmith Point-of-Purchase Management | TP#[redacted] | XH
Houston, TX | Exam 200A - Amended | 03/08/2016
Houston City Sales Tax | Page 1 of 1 | Exam 200A-Amended.xlsx

Periods From	(A) Taxable Sales - State Per Taxpayer's return workpaper	(B) Taxable Sales - Houston Per Sales Tax Return	(C) Amount subjected to adjustment (C) = (A) - (B)	(D) Footnote
1008	$ 939,131.52	$ 290,798.00	$ 648,333.52	(1)
1009	3,165,603.52	3,126,010.00	39,593.52	(1)
1010	2,059,541.12	2,053,191.00	6,350.12	(1)
Total	**$ 6,164,276.16**	**$ 5,469,999.00**	**$ 694,277.16**	
			Forward to Exam 200	

Footnote

(1) Taxable sales amount for state and local jurisdiction should be the same. However, taxpayer mistakenly reported less taxable sales to Houston City (1% tax rate). Therefore, the difference noted above will be charged 1% Houston City tax rate and scheduled as Exam 200 -Tax Collected Not Remitted.

(A) During the redetermination, taxpayer told the auditor that some of the invoices were billed before July 2010, which should be subject to 7.25% tax rate because the tax rate at taxpayer's old location is 7.25% at the time invoices were issued. Auditor reviewed taxpayer's sales tax return work papers for August, September and October, 2010 and agreed with taxpayer. However, auditor noted some invoices were billed after taxpayer moved to 8.25% tax rate location, but taxpayer still billed at 7.25%, which is not correct. As such, taxables sales column is amended to address the mistakes.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 210 TAX COLLECTED NOT REMITTED - 2013 DUMMRY ACCOUNT

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	121,410.77	0.06250	7,588.20
TOTAL AUTHORITY: STATE			$ 7,588.20
CITY			
0.0100000	121,410.77	0.01000	1,214.09
TOTAL AUTHORITY: CITY			$ 1,214.09
TRANSIT			
0.0100000	121,410.77	0.01000	1,214.09
TOTAL AUTHORITY: TRANSIT			$ 1,214.09
		TOTAL TAX ON EXAM 210	$ 10,016.38

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 210 TAX COLLECTED NOT REMITTED - 2013 DUMMRY ACCOUNT

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2603	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1 807 85	149 15	01/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2605	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			655 05	54 04	01/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2597	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,854 44	153.62	01/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	109
4863H- 2620	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			95.50	7.88	01/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2622	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			199 00	16.42	01/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2596	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,496.34	123.45	02/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	108
4863H- 2593	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			77 45	6 39	02/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2595	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	02/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2586	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,029.52	84 94	03/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2619	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			175.10	14.45	03/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2624	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			119.95	9 90	03/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2625	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				1,712.00	141.24	04/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	115
4863H- 2627	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				60 00	4.95	04/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	117
4863H- 2628	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				166 06	13.70	04/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	116
4863H- 2621	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			139 45	11 50	05/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2614	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			848 70	70 02	05/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2594	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	05/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2612	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2609	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			89.75	7 40	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2610	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,461.35	120.56	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2602	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,276.20	105.29	06/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2606	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,275.20	105.29	06/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2604	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			653 10	53.88	06/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2611	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	06/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2613	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			76 10	6 28	06/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2632	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2618	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			848.70	70 02	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2630	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0 00	07/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2631	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	07/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2629	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				120 00	9.90	07/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	119

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2633	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	08/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2601	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,774.80	146.42	08/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	110
4863H- 2617	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				149.94	12.37	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	114
4863H- 2615	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				105.21	8.68	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	113
4863H- 2616	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			689.68	56.90	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2589	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2599	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,276.20	105.29	09/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2590	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2594	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			848.70	70.02	09/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2591	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	09/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2592	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2623	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			150.36	12.40	10/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2607	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				3,642.40	300.50	10/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2608	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			848.70	70.02	10/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2626	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				0.00	0.00	10/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2630	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			365.00	30.11	10/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2634	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	10312013		VALERC TAX FROM JAN-OCT 2013	20,544.24	1,694.90	10/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	124
4863H- 2587	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			365.00	30.11	10/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2585	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				395.00	32.59	11/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2588	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				96.12	7.93	11/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	103
4863H- 2583	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				5,475.00	451.69	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2582	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				760.00	62.70	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2581	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				1,276.20	105.29	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2571	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				6,810.00	561.83	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2570	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				4,775.00	393.94	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2568	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				3,555.00	293.29	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2572	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				790.00	65.18	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2564	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				1,125.00	92.81	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2565	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				1,276.00	105.27	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2569	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				3,040.00	250.80	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2580	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				790.00	65.18	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2587	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				730.00	60.23	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2573	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			31,145.00	2,569.46	11/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	101
4863H- 2579	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				5,342.00	440.72	11/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2575	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				760.00	62.70	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2576	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				760.00	62.70	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2590	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				365.00	30.11	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2574	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				1,125.00	92.81	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2578	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				1,276.20	105.29	11/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2577	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				1,460.00	120.45	11/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2598	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,276.20	105.29	12/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$121,410.77	$10,016.45	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 220 TAX COLLECTED NOT REMITTED - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	27,490.97	0.06250	1,718.19
TOTAL AUTHORITY: STATE			$ 1,718.19
CITY			
0.0100000	27,490.97	0.01000	274.96
TOTAL AUTHORITY: CITY			$ 274.96
TRANSIT			
0.0100000	27,490.97	0.01000	274.96
TOTAL AUTHORITY: TRANSIT			$ 274.96
		TOTAL TAX ON EXAM 220	**$ 2,268.11**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 220 TAX COLLECTED NOT REMITTED - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 3968	POINTSMITH	HOUSTON		CASH RECEIPTS WITHOUT INVOICE NU		54.65	4.51	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3971	POINTSMITH	HOUSTON		CASH RECEIPTS WITHOUT INVOICE NU		245.96	20.29	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3969	POINTSMITH	HOUSTON		CASH RECEIPTS WITHOUT INVOICE NU		136.10	11.23	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3970	POINTSMITH	HOUSTON		CASH RECEIPTS WITHOUT INVOICE NU		57.65	4.76	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3973	POINTSMITH	HOUSTON	1012012	VALERO TAX		0.00	0.00	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 3974	POINTSMITH	HOUSTON	1012012	VALERO TAX		0.00	0.00	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 3972	POINTSMITH	HOUSTON	1012012	VALERO TAX		368.97	30.44	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3976	POINTSMITH	HOUSTON		VALERO TAX		174.00	14.36	02/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3975	POINTSMITH	HOUSTON		VALERO TAX		282.50	23.31	02/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3977	POINTSMITH	HOUSTON		VALERO TAX		642.05	52.97	02/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3978	POINTSMITH	HOUSTON		VALERO TAX		322.80	25.63	02/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3979	POINTSMITH	HOUSTON		VALERO TAX		554.90	46.60	02/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3980	POINTSMITH	HOUSTON				395.85	32.66	02/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3981	POINTSMITH	HOUSTON		VALERO TAX		284.50	23.47	02/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3982	POINTSMITH	HOUSTON				57.65	4.76	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3983	POINTSMITH	HOUSTON	215125			34.25	2.83	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	154
4863H- 3985	POINTSMITH	HOUSTON		VALERO TAX		677.80	55.92	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3986	POINTSMITH	HOUSTON		VALERO TAX		339.90	28.04	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3990	POINTSMITH	HOUSTON		VALERO TAX		1,363.20	112.46	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3987	POINTSMITH	HOUSTON		VALERO TAX		194.00	16.01	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3989	POINTSMITH	HOUSTON		VALERO TAX		794.50	65.55	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3996	POINTSMITH	HOUSTON		VALERO TAX		140.50	11.59	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3994	POINTSMITH	HOUSTON	217127	VALERO TAX		0.00	0.00	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 3991	POINTSMITH	HOUSTON	30212			303.65	25.05	03/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3992	POINTSMITH	HOUSTON	30912			258.56	21.33	03/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3997	POINTSMITH	HOUSTON		VALERO TAX		0.00	0.00	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 3993	POINTSMITH	HOUSTON	32012			54.65	4.51	03/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3994	POINTSMITH	HOUSTON	32212			1,276.20	105.29	03/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3995	POINTSMITH	HOUSTON	32212			176.82	14.59	03/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3998	POINTSMITH	HOUSTON		VALERO TAX		0.00	0.00	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 3999	POINTSMITH	HOUSTON				0.00	0.00	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 3999	POINTSMITH	HOUSTON		VALERO TAX		0.00	0.00	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4000	POINTSMITH	HOUSTON				138.90	11.46	04/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4001	POINTSMITH	HOUSTON				1,276.20	105.29	04/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4002	POINTSMITH	HOUSTON	430125			0.00	0.00	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4003	POINTSMITH	HOUSTON	430127			0.00	0.00	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4004	POINTSMITH	HOUSTON				95.75	7.90	05/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4005	POINTSMITH	HOUSTON				208.04	17.16	05/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4006	POINTSMITH	HOUSTON				1,276.19	105.29	05/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4007	POINTSMITH	HOUSTON				92.75	7.65	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4012	POINTSMITH	HOUSTON				0.00	0.00	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4009	POINTSMITH	HOUSTON				218.70	18.04	05/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4008	POINTSMITH	HOUSTON				106.30	8.77	05/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4010	POINTSMITH	HOUSTON				62.27	5.14	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4011	POINTSMITH	HOUSTON				89.75	7.40	05/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4014	POINTSMITH	HOUSTON				316.65	25.12	06/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4013	POINTSMITH	HOUSTON				247.75	20.44	06/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4018	POINTSMITH	HOUSTON	606127	VALERO TAX		0.00	0.00	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4017	POINTSMITH	HOUSTON	611127			0.00	0.00	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4015	POINTSMITH	HOUSTON				92.75	7.65	06/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4016	POINTSMITH	HOUSTON				259.85	21.44	06/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4019	POINTSMITH	HOUSTON	625128	VALERO TAX		0.00	0.00	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4020	POINTSMITH	HOUSTON	626128	VALERO TAX		0.00	0.00	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4028	POINTSMITH	HOUSTON	711128	VALERO TAX		0.00	0.00	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4026	POINTSMITH	HOUSTON	712128			0.00	0.00	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4021	POINTSMITH	HOUSTON				341.23	28.15	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4022	POINTSMITH	HOUSTON				17.00	1.40	07/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4023	POINTSMITH	HOUSTON				1,276.20	105.29	07/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4024	POINTSMITH	HOUSTON				225.65	18.62	07/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4025	POINTSMITH	HOUSTON				1,473.75	121.58	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4029	POINTSMITH	HOUSTON	727128	VALERO TAX		0.00	0.00	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4027	POINTSMITH	HOUSTON	730128			0.00	0.00	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4030	POINTSMITH	HOUSTON	730129	VALERO TAX		0.00	0.00	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4031	POINTSMITH	HOUSTON				84.25	6.95	08/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4032	POINTSMITH	HOUSTON				1,276.20	105.29	08/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4033	POINTSMITH	HOUSTON	813125			0.00	0.00	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4034	POINTSMITH	HOUSTON	827128	VALERO TAX		0.00	0.00	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4035	POINTSMITH	HOUSTON	828128	VALERO TAX		0.00	0.00	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4037	POINTSMITH	HOUSTON		VALERO TAX		634.55	52.35	09/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4038	POINTSMITH	HOUSTON		VALERO TAX		194.00	16.01	09/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4039	POINTSMITH	HOUSTON		VALERO TAX		469.15	38.70	09/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4042	POINTSMITH	HOUSTON		VALERO TAX		1,329.30	109.67	09/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4043	POINTSMITH	HOUSTON		VALERO TAX		348.00	28.71	09/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4040	POINTSMITH	HOUSTON		VALERO TAX		280.50	23.14	09/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4041	POINTSMITH	HOUSTON		VALERO TAX		171.55	14.16	09/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4036	POINTSMITH	HOUSTON				138.90	11.46	09/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4044	POINTSMITH	HOUSTON				38.85	3.21	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4045	POINTSMITH	HOUSTON				1,916.25	158.09	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4046	POINTSMITH	HOUSTON	22128	VALERO TAX		0.00	0.00	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4047	POINTSMITH	HOUSTON	23128	VALERO TAX		0.00	0.00	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4054	POINTSMITH	HOUSTON				119.48	9.86	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4056	POINTSMITH	HOUSTON	101127	VALERO TAX		0.00	0.00	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4055	POINTSMITH	HOUSTON	102127			0.00	0.00	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4057	POINTSMITH	HOUSTON	105128	VALERO TAX		0.00	0.00	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4058	POINTSMITH	HOUSTON	131210	VALERO TAX		51.03	4.21	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4046	POINTSMITH	HOUSTON				10.50	0.87	11/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4053	POINTSMITH	HOUSTON		VALERO TAX		174.00	14.36	11/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4051	POINTSMITH	HOUSTON				1,278.15	105.45	11/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4049	POINTSMITH	HOUSTON				70.10	5.78	11/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4050	POINTSMITH	HOUSTON				1,278.15	105.45	11/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4052	POINTSMITH	HOUSTON				308.15	25.42	11/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4061	POINTSMITH	HOUSTON	203128			0.00	0.00	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4059	POINTSMITH	HOUSTON				82.40	6.80	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4060	POINTSMITH	HOUSTON				219.99	18.15	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4062	POINTSMITH	HOUSTON	231129	VALERO TAX		0.00	0.00	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
				Detail Exam Summary Total		$27,490.97	$2,268.04	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 225 TCNR - 2010 & 2011 CASH RECEIPT W/O INVOICE NUMBER

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	111,050.47	0.06250	6,940.75
TOTAL AUTHORITY: STATE			$ 6,940.75
CITY			
0.0100000	111,050.47	0.01000	1,110.55
TOTAL AUTHORITY: CITY			$ 1,110.55
TRANSIT			
0.0100000	111,050.47	0.01000	1,110.55
TOTAL AUTHORITY: TRANSIT			$ 1,110.55
		TOTAL TAX ON EXAM 225	**$ 9,161.85**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 225 TCNR - 2010 & 2011 CASH RECEIPT W/O INVOICE NUMBER

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5347	POINTSMITH	HOUSTON	80310	16021-072810C		341.20	28.15	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5348	POINTSMITH	HOUSTON	809102	1734V		67.96	5.61	08/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5369	POINTSMITH	HOUSTON	809106	VALERO TAX		408.12	33.67	08/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5349	POINTSMITH	HOUSTON	810102	1741V		218.00	17.99	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5350	POINTSMITH	HOUSTON	81310	1742V		109.20	9.01	08/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5353	POINTSMITH	HOUSTON	813102	1751V		464.10	38.29	08/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5343	POINTSMITH	HOUSTON	813102	1754V		166.00	13.70	08/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5352	POINTSMITH	HOUSTON	816102	1749V		152.71	12.60	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5341	POINTSMITH	HOUSTON	816102	1750V		294.44	24.29	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5342	POINTSMITH	HOUSTON	816102	1753V		80.95	6.68	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5351	POINTSMITH	HOUSTON	816102	1743V		469.75	38.75	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5370	POINTSMITH	HOUSTON	817103	VALERO TAX		89.70	7.40	08/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5368	POINTSMITH	HOUSTON	52549	SALESTAX FOR 2006 DALTEX INV		3,831.52	316.10	08/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5371	POINTSMITH	HOUSTON	820104	VALERO TAX		1,470.06	121.28	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5359	POINTSMITH	HOUSTON	820107	1774V		317.02	26.15	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5356	POINTSMITH	HOUSTON	820107	1771V		724.74	59.79	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5357	POINTSMITH	HOUSTON	820107	1772V		450.25	37.15	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5354	POINTSMITH	HOUSTON	82310	1761V		735.43	60.67	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5360	POINTSMITH	HOUSTON	823102	1777V		792.40	65.37	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5358	POINTSMITH	HOUSTON	823105	1773V		950.44	78.41	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5355	POINTSMITH	HOUSTON	823105	1764V		345.13	28.47	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5344	POINTSMITH	HOUSTON	825103	1786V		158.36	13.06	08/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5345	POINTSMITH	HOUSTON	825103	1787V		177.72	14.66	08/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5362	POINTSMITH	HOUSTON	825103	1782V		339.62	28.02	08/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5346	POINTSMITH	HOUSTON	826102	1790V		96.21	7.94	08/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5364	POINTSMITH	HOUSTON	826102	1789V		577.23	47.62	08/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5361	POINTSMITH	HOUSTON	82710	1779V		577.23	47.62	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5365	POINTSMITH	HOUSTON	827104	1793V		265.87	21.93	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5363	POINTSMITH	HOUSTON	830102	1784V		421.86	34.80	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5372	POINTSMITH	HOUSTON	830106	VALERO TAX		17.94	1.48	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5367	POINTSMITH	HOUSTON	830109	1795V		318.27	26.26	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5366	POINTSMITH	HOUSTON	830109	1794V		107.00	8.83	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5373	POINTSMITH	HOUSTON	831102	VALERO TAX		11.88	0.98	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5374	POINTSMITH	HOUSTON	930102	17726-0929.10		2,268.00	187.11	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5375	POINTSMITH	HOUSTON	102910	16021-102010E		87.30	7.20	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5376	POINTSMITH	HOUSTON	102910	16021-102210C		497.70	41.06	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5390	POINTSMITH	HOUSTON	110410	1800V		194.00	16.01	11/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5377	POINTSMITH	HOUSTON	110410	1801V		184.00	15.18	11/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5391	POINTSMITH	HOUSTON	105102	1804V		134.00	11.06	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5393	POINTSMITH	HOUSTON	105102	1806V		97.00	8.00	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5387	POINTSMITH	HOUSTON	110510	16021-102910C		201.40	16.62	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5392	POINTSMITH	HOUSTON	108102	1805V		48.50	4.00	11/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5378	POINTSMITH	HOUSTON	108106	1816V		150.60	12.42	11/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5388	POINTSMITH	HOUSTON	110910	16021-110410C		175.10	14.45	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5394	POINTSMITH	HOUSTON	110102	1825V		154.00	12.71	11/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5398	POINTSMITH	HOUSTON	112102	1844V		258.00	21.29	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5397	POINTSMITH	HOUSTON	112102	1843V		199.10	16.43	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5399	POINTSMITH	HOUSTON	112102	1847V		140.50	11.59	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5396	POINTSMITH	HOUSTON	112102	1842V		120.50	9.94	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5401	POINTSMITH	HOUSTON	112102	1850V		128.15	10.57	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5400	POINTSMITH	HOUSTON	112102	1849V		114.45	9.44	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5398	POINTSMITH	HOUSTON	112102	1841V		544.25	44.90	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5379	POINTSMITH	HOUSTON	111510	1836V		46.51	4.00	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5402	POINTSMITH	HOUSTON	115102	1852V		467.30	38.55	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5382	POINTSMITH	HOUSTON	115102	1855V		117.00	9.65	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5381	POINTSMITH	HOUSTON	115102	1854V		46.50	4.00	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5380	POINTSMITH	HOUSTON	115102	1853V		436.47	36.01	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5404	POINTSMITH	HOUSTON	117109	1869V		130.50	10.77	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5403	POINTSMITH	HOUSTON	117109	1867V		46.50	4.00	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5408	POINTSMITH	HOUSTON	119104	1881V		53.50	4.41	11/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5405	POINTSMITH	HOUSTON	119104	1878V		296.50	24.46	11/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5407	POINTSMITH	HOUSTON	119104	1884V		177.00	14.60	11/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5384	POINTSMITH	HOUSTON	112210	1886V		243.00	20.05	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5383	POINTSMITH	HOUSTON	122104	1883V		135.51	11.18	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5386	POINTSMITH	HOUSTON	123102	1894V		97.00	8.00	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5385	POINTSMITH	HOUSTON	123102	1893V		97.00	8.00	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5369	POINTSMITH	HOUSTON	112610	16021-111910B		3,356.45	276.91	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5408	POINTSMITH	HOUSTON	120110	16021-112910A		57.65	4.76	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5413	POINTSMITH	HOUSTON	203105	1895V		712.40	58.77	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5409	POINTSMITH	HOUSTON	121310	16021-120810A		173.35	14.30	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5410	POINTSMITH	HOUSTON	121310	16021-120910A		1,178.20	97.20	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5416	POINTSMITH	HOUSTON	213105	1901V		55.50	4.58	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5415	POINTSMITH	HOUSTON	213108	1900V		120.50	9.94	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5414	POINTSMITH	HOUSTON	213108	1898V		38.50	3.18	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5411	POINTSMITH	HOUSTON	122410	16021-122210C		1,454.35	119.98	12/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5412	POINTSMITH	HOUSTON	122710	16021-122310A		2,296.15	189.43	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5417	POINTSMITH	HOUSTON	10611	16021-010411A		90.30	7.45	01/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5418	POINTSMITH	HOUSTON	12511	16021-012011A		578.75	47.75	01/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5419	POINTSMITH	HOUSTON	12811	16021-012111C		195.40	16.12	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5421	POINTSMITH	HOUSTON	13111	16021-012711B		704.25	58.10	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5420	POINTSMITH	HOUSTON	13111	16021-012511C		239.50	19.76	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5422	POINTSMITH	HOUSTON	22211	16021-021611A		87.30	7.20	02/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5424	POINTSMITH	HOUSTON	22411	16021-022211A		295.14	24.35	02/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5423	POINTSMITH	HOUSTON	22811	16021-021811B1		1,112.15	91.75	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5426	POINTSMITH	HOUSTON	30411	16021-030211A		614.00	50.66	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5425	POINTSMITH	HOUSTON	30711	16021-022511A		6,805.50	561.45	03/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5427	POINTSMITH	HOUSTON	30811	16021-030411A		134.14	11.07	03/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5428	POINTSMITH	HOUSTON	31411	16021-030711B		253.19	20.89	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5429	POINTSMITH	HOUSTON	32211	16021-031711B		209.85	17.31	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5431	POINTSMITH	HOUSTON	32211	16021-032111D		511.05	42.16	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5430	POINTSMITH	HOUSTON	32211	16021-032111B		137.36	11.33	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5432	POINTSMITH	HOUSTON	32411	16021-032211C		54.65	4.51	03/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5433	POINTSMITH	HOUSTON	33011	16021-032511A		136.10	11.23	03/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5434	POINTSMITH	HOUSTON	40411	16021-032911E		689.80	56.91	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5435	POINTSMITH	HOUSTON	40511	16021-033011A		249.80	20.61	04/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5436	POINTSMITH	HOUSTON	40811	16021-040111D		215.35	17.77	04/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5440	POINTSMITH	HOUSTON	41311	16021-041111F		257.80	21.27	04/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5437	POINTSMITH	HOUSTON	41311	16021-040811C		145.90	12.04	04/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5439	POINTSMITH	HOUSTON	41311	16021-041111B		87.70	7.24	04/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5438	POINTSMITH	HOUSTON	41811	16021-041111A		169.10	13.95	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5441	POINTSMITH	HOUSTON	42511	16021-041811D		149.15	12.30	04/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5442	POINTSMITH	HOUSTON	42711	16021-041911C		499.40	41.20	04/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5443	POINTSMITH	HOUSTON	42711	16021-042111C		184.30	15.20	04/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5445	POINTSMITH	HOUSTON	50211	16021-042511C1		67.65	5.58	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5444	POINTSMITH	HOUSTON	50211	16021-041911A		1,865.35	155.54	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5450	POINTSMITH	HOUSTON	502118	2189V		482.01	39.77	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5446	POINTSMITH	HOUSTON	50411	16021-042711D		478.00	39.44	05/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5451	POINTSMITH	HOUSTON	509112	2273V		1,205.00	99.41	05/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5448	POINTSMITH	HOUSTON	51011	16021-050511A		306.50	25.29	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5447	POINTSMITH	HOUSTON	51111	16021-050211A		609.06	50.25	05/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5452	POINTSMITH	HOUSTON	51311	2296V		1,927.97	159.06	05/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5449	POINTSMITH	HOUSTON	52011	16021-051311D		73.95	6.10	05/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5455	POINTSMITH	HOUSTON	60611	16021-060211F		139.25	11.49	06/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5456	POINTSMITH	HOUSTON	61011	16021-060711B		778.05	64.19	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5454	POINTSMITH	HOUSTON	61011	16021-060111B		123.55	10.19	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5453	POINTSMITH	HOUSTON	61311	16021-060111A		134.12	11.06	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5457	POINTSMITH	HOUSTON	61411	16021-060911B		177.46	14.64	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5459	POINTSMITH	HOUSTON	62411	16021-061711E		4,683.01	386.35	06/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5460	POINTSMITH	HOUSTON	62411	16021-062211C		84.31	6.96	06/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5461	POINTSMITH	HOUSTON	62711	16021-062311A		94.16	7.77	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5464	POINTSMITH	HOUSTON	62811	16021-062311J		1,912.15	157.75	06/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5463	POINTSMITH	HOUSTON	62811	16021-062311E		948.70	78.27	06/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5462	POINTSMITH	HOUSTON	62811	16021-062311C		59.24	4.89	06/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5458	POINTSMITH	HOUSTON	62911	16021-061711CD		1,540.75	127.11	06/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5474	POINTSMITH	HOUSTON	705116	VALERO TAX		839.86	69.29	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5468	POINTSMITH	HOUSTON	70711	16021-063011K		1,245.99	102.79	07/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5466	POINTSMITH	HOUSTON	70711	16021-062811C		1,305.00	107.66	07/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5465	POINTSMITH	HOUSTON	70811	16021-062111D		92.75	7.65	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5467	POINTSMITH	HOUSTON	71111	16021-063011FG		1,358.15	112.05	07/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5473	POINTSMITH	HOUSTON	71111	16585-070111A		149.63	12.34	07/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5471	POINTSMITH	HOUSTON	71211	16021-070811D		67.65	5.58	07/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5470	POINTSMITH	HOUSTON	71311	16021-070611E		1,276.20	105.29	07/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5469	POINTSMITH	HOUSTON	71311	16021-070611D		653.10	53.88	07/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5475	POINTSMITH	HOUSTON	718118	VALERO TAX		305.94	25.24	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5476	POINTSMITH	HOUSTON	719117	VALERO TAX		303.52	25.04	07/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5472	POINTSMITH	HOUSTON	50182	16021-071111D TMC FOODS		385.00	31.76	07/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5477	POINTSMITH	HOUSTON	80111	16021-072811D		145.90	12.04	08/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5478	POINTSMITH	HOUSTON	80511	16021-072911C		328.00	27.06	08/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5479	POINTSMITH	HOUSTON	805112	18542-080111A		2,107.48	173.87	08/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5503	POINTSMITH	HOUSTON	810115	VALERO TAX		23.27	1.92	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5480	POINTSMITH	HOUSTON	81511	2500V		1,029.85	84.96	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5504	POINTSMITH	HOUSTON	815115	VALERO TAX		13.45	1.11	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5483	POINTSMITH	HOUSTON	81711	2505V		577.25	47.62	08/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5485	POINTSMITH	HOUSTON	81711	2507V		317.02	26.15	08/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5488	POINTSMITH	HOUSTON	819112	2517V		475.25	39.21	08/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5481	POINTSMITH	HOUSTON	82211	2503V		60.60	5.00	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5484	POINTSMITH	HOUSTON	82211	2506V		366.05	30.36	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5482	POINTSMITH	HOUSTON	82211	2504V		64.00	5.28	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5489	POINTSMITH	HOUSTON	822112	2519V		235.87	19.46	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5486	POINTSMITH	HOUSTON	822112	2509V		4,021.70	331.79	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5487	POINTSMITH	HOUSTON	822112	2514V		158.36	13.06	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5491	POINTSMITH	HOUSTON	822112	2521V		97.00	8.00	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5490	POINTSMITH	HOUSTON	82311	2520V		324.14	26.74	08/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5493	POINTSMITH	HOUSTON	82411	2537V		643.03	53.05	08/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5492	POINTSMITH	HOUSTON	82411	2536V		86.60	7.14	08/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5505	POINTSMITH	HOUSTON	825115	VALERO TAX		13.45	1.11	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5494	POINTSMITH	HOUSTON	826114	2542V		203.72	16.81	08/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5496	POINTSMITH	HOUSTON	829112	2546V		139.71	11.53	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5495	POINTSMITH	HOUSTON	829117	2544V		45.50	3.75	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5508	POINTSMITH	HOUSTON	829116	VALERO TAX		120.48	9.94	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5497	POINTSMITH	HOUSTON	830112	2548V		543.04	44.80	08/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5500	POINTSMITH	HOUSTON	831112	2563V		284.81	23.50	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5499	POINTSMITH	HOUSTON	831112	2560V		218.40	18.02	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5498	POINTSMITH	HOUSTON	831112	2558V		213.32	17.60	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5502	POINTSMITH	HOUSTON	831112	2566V		244.74	20.19	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5501	POINTSMITH	HOUSTON	831112	2564V		376.00	31.02	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5511	POINTSMITH	HOUSTON	901112	2576V		2,557.33	210.98	09/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5510	POINTSMITH	HOUSTON	902112	2554V		1,143.76	94.36	09/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5512	POINTSMITH	HOUSTON	914115	VALERO TAX		200.85	16.57	09/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5507	POINTSMITH	HOUSTON	91611	16021-090911C		391.45	32.29	09/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5513	POINTSMITH	HOUSTON	919117	VALERO TAX		52.73	4.35	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5514	POINTSMITH	HOUSTON	920116	VALERO TAX		86.30	7.12	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5506	POINTSMITH	HOUSTON	92611	16021-092211B		70.10	5.78	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5515	POINTSMITH	HOUSTON	926116	VALERO TAX		38.06	3.14	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5509	POINTSMITH	HOUSTON	93011	16021-092811CR		203.00	16.75	09/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5533	POINTSMITH	HOUSTON	3117	VALERO TAX		136.85	11.29	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5525	POINTSMITH	HOUSTON	7112	2590V		94.50	7.80	10/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5526	POINTSMITH	HOUSTON	13112	2593V		94.50	7.80	10/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5527	POINTSMITH	HOUSTON	13112	2594V		94.50	7.80	10/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5517	POINTSMITH	HOUSTON	101811	16021-101411B		1,276.20	105.29	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5531	POINTSMITH	HOUSTON	18112	2610V		13.50	1.11	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5532	POINTSMITH	HOUSTON	101911	2614V		911.50	75.20	10/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5520	POINTSMITH	HOUSTON	102011	16021-101811A		380.40	31.38	10/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5528	POINTSMITH	HOUSTON	21112	2602V		54.00	4.46	10/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5530	POINTSMITH	HOUSTON	21112	2604V		121.53	10.03	10/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5529	POINTSMITH	HOUSTON	21112	2603V		54.00	4.46	10/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5522	POINTSMITH	HOUSTON	102411	16021-102011E		49.20	4.06	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5521	POINTSMITH	HOUSTON	102411	16021-101811B		57.65	4.76	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5518	POINTSMITH	HOUSTON	102411	16021-101711A		321.30	26.51	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5523	POINTSMITH	HOUSTON	102511	16021-102011F		164.90	13.60	10/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5524	POINTSMITH	HOUSTON	102811	16021-102611A		898.05	74.09	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5519	POINTSMITH	HOUSTON	102811	16021-101711D		1,276.20	105.29	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5516	POINTSMITH	HOUSTON	102811	16021-101311D		1,330.54	109.77	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5534	POINTSMITH	HOUSTON	31117	VALERO TAX		102.55	8.46	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5542	POINTSMITH	HOUSTON	104115	VALERO TAX		391.64	32.31	11/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5543	POINTSMITH	HOUSTON	107117	VALERO TAX		38.55	3.18	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5538	POINTSMITH	HOUSTON	110112	2769V		115.98	9.57	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5535	POINTSMITH	HOUSTON	111011	16021-110411BC		1,473.75	121.58	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5539	POINTSMITH	HOUSTON	115112	2818V		53.50	4.41	11/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5541	POINTSMITH	HOUSTON	21645	MB GRM FOOD (POPEYES) QUOTE11 9.1		692.20	57.11	11/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5540	POINTSMITH	HOUSTON	111811	2826V		1,521.82	125.55	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5536	POINTSMITH	HOUSTON	111811	16021-111611AB		1,555.80	128.35	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5544	POINTSMITH	HOUSTON	118115	VALERO TAX		250.06	20.63	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5537	POINTSMITH	HOUSTON	112111	16021-111811A		750.70	61.93	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5545	POINTSMITH	HOUSTON	121116	VALERO TAX		217.33	17.93	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5546	POINTSMITH	HOUSTON	121117	VALERO TAX		81.94	6.76	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5554	POINTSMITH	HOUSTON	205117	VALERO TAX		15.15	1.26	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5547	POINTSMITH	HOUSTON	120611	16021-113011F		146.45	12.08	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5555	POINTSMITH	HOUSTON	206115	VALERO TAX		64.00	5.28	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5551	POINTSMITH	HOUSTON	121211	16021-12511C		101.25	8.35	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5549	POINTSMITH	HOUSTON	121311	16021-120911D		211.00	17.41	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5550	POINTSMITH	HOUSTON	122211	16021-121911D		427.45	35.26	12/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5553	POINTSMITH	HOUSTON	125419	10006525528		1,515.76	125.05	12/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5549	POINTSMITH	HOUSTON	122711	16021-121611AB		1,380.02	113.85	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5556	POINTSMITH	HOUSTON	227117	VALERO TAX		1,013.94	83.65	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5552	POINTSMITH	HOUSTON	271110	2604V		-253.02	-20.87	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5557	POINTSMITH	HOUSTON	230114	VALERO TAX		45.58	3.76	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

Detail Exam Summary Total $111,050.47 $9,161.67 Taxable Amount Forwarded to Exam Summary - Detail

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 230 ADDITIONAL TAXABLE SALES- PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	396,286.99	0.06250	24,768.22
TOTAL AUTHORITY: STATE			$ 24,768.22
CITY			
0.0100000	396,286.99	0.01000	3,962.96
TOTAL AUTHORITY: CITY			$ 3,962.96
TRANSIT			
0.0100000	396,286.99	0.01000	3,962.96
TOTAL AUTHORITY: TRANSIT			$ 3,962.96

TOTAL TAX ON EXAM 230 **$ 32,694.14**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 230 ADDITIONAL TAXABLE SALES- PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4063	POINTSMITH	HOUSTON				225.66	18.62	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4071	POINTSMITH	HOUSTON	1012012		FULFILMENT	811.45	66.94	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4077	POINTSMITH	HOUSTON	1012012		FULFILMENT	6,229.81	513.95	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4084	POINTSMITH	HOUSTON	1012012		FULFILMENT	453.00	37.37	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4066	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,251.13	103.22	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4068	POINTSMITH	HOUSTON	1012012		FULFILMENT	129.97	10.72	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4062	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,659.29	135.69	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4064	POINTSMITH	HOUSTON	1012012		FULFILMENT	3,165.00	261.11	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4086	POINTSMITH	HOUSTON	1012012		FULFILMENT	2,596.41	214.20	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4085	POINTSMITH	HOUSTON	1012012		FULFILMENT	716.65	59.12	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4079	POINTSMITH	HOUSTON	1012012		FULFILMENT	345.21	28.48	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4093	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,049.79	86.61	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4078	POINTSMITH	HOUSTON	1012012		FULFILMENT	57.30	4.73	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4092	POINTSMITH	HOUSTON	1012012		FULFILMENT	99.00	8.17	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4074	POINTSMITH	HOUSTON	1012012		FULFILMENT	69.82	5.76	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4065	POINTSMITH	HOUSTON	1012012		FULFILMENT	166.57	13.74	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4091	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,822.52	150.36	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4087	POINTSMITH	HOUSTON	1012012		FULFILMENT	174.36	14.38	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4072	POINTSMITH	HOUSTON	1012012		FULFILMENT	42.70	3.52	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4088	POINTSMITH	HOUSTON	1012012		FULFILMENT	253.15	20.88	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4090	POINTSMITH	HOUSTON	1012012		FULFILMENT	968.83	79.93	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4073	POINTSMITH	HOUSTON	1012012		FULFILMENT	443.10	36.56	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4081	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,241.49	102.42	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4089	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,260.00	103.95	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4070	POINTSMITH	HOUSTON	1012012		FULFILMENT	76.10	6.28	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4080	POINTSMITH	HOUSTON	1012012		FULFILMENT	40.28	3.32	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4075	POINTSMITH	HOUSTON	1012012		FULFILMENT	3.67	0.30	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4083	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,975.08	162.94	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4076	POINTSMITH	HOUSTON	1012012		FULFILMENT	271.65	22.41	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4094	POINTSMITH	HOUSTON	1012012		FULFILMENT	57.26	4.72	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4095	POINTSMITH	HOUSTON	1012012		FULFILMENT	0.00	0.00	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4069	POINTSMITH	HOUSTON	1012012		FULFILMENT	14.00	1.16	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4067	POINTSMITH	HOUSTON	1012012		FULFILMENT	3.92	0.32	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4096	POINTSMITH	HOUSTON				65.94	5.44	02/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4104	POINTSMITH	HOUSTON	141210		FULFILMENT	934.00	77.06	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4097	POINTSMITH	HOUSTON	214122		FULFILMENT	493.77	40.74	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4098	POINTSMITH	HOUSTON	214123		FULFILMENT	14.92	1.23	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4099	POINTSMITH	HOUSTON	214124		FULFILMENT	26.77	2.21	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4100	POINTSMITH	HOUSTON	214125		FULFILMENT	99.24	8.19	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4101	POINTSMITH	HOUSTON	214127		FULFILMENT	620.00	51.15	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4102	POINTSMITH	HOUSTON	214128		FULFILMENT	4,073.82	336.09	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4103	POINTSMITH	HOUSTON	214129		FULFILMENT	2,782.18	229.53	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4105	POINTSMITH	HOUSTON	21512		FULFILMENT	618.87	51.06	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4106	POINTSMITH	HOUSTON	215122		FULFILMENT	32.56	2.69	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4107	POINTSMITH	HOUSTON	215123		FULFILMENT	115.58	9.54	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4108	POINTSMITH	HOUSTON	215125		FULFILMENT	160.10	13.21	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4117	POINTSMITH	HOUSTON	171210		FULFILMENT	293.00	24.17	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4109	POINTSMITH	HOUSTON	21712		FULFILMENT	602.41	49.70	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4110	POINTSMITH	HOUSTON	217122		FULFILMENT	2,841.53	234.43	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4111	POINTSMITH	HOUSTON	217123		FULFILMENT	15.35	1.27	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4112	POINTSMITH	HOUSTON	217124		FULFILMENT	182.09	15.02	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4113	POINTSMITH	HOUSTON	217125		FULFILMENT	111.95	9.24	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4114	POINTSMITH	HOUSTON	217126		FULFILMENT	846.38	69.83	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4115	POINTSMITH	HOUSTON	217128		FULFILMENT	2,739.55	226.01	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4116	POINTSMITH	HOUSTON	217129		FULFILMENT	1,083.44	89.38	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4118	POINTSMITH	HOUSTON	223122		FULFILMENT	1,284.46	105.97	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4119	POINTSMITH	HOUSTON	223123		FULFILMENT	67.62	5.58	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4120	POINTSMITH	HOUSTON	223124		FULFILMENT	302.13	24.93	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4121	POINTSMITH	HOUSTON	223126		FULFILMENT	513.17	42.34	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4122	POINTSMITH	HOUSTON	223127		FULFILMENT	6,365.73	525.17	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4123	POINTSMITH	HOUSTON	223128		FULFILMENT	1,702.00	140.42	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4124	POINTSMITH	HOUSTON	22712		FULFILMENT	125.88	10.38	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4125	POINTSMITH	HOUSTON	227122		FULFILMENT	60.00	4.95	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4126	POINTSMITH	HOUSTON	227123		FULFILMENT	251.92	20.78	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4127	POINTSMITH	HOUSTON	227124		FULFILMENT	213.04	17.58	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4128	POINTSMITH	HOUSTON	227125		FULFILMENT	66.50	5.49	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4177	POINTSMITH	HOUSTON	11210		FULFILMENT	346.32	28.57	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4132	POINTSMITH	HOUSTON	301122		FULFILMENT	868.18	71.62	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4133	POINTSMITH	HOUSTON	301123		FULFILMENT	2,886.39	238.13	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4134	POINTSMITH	HOUSTON	301124		FULFILMENT	39.46	3.26	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4135	POINTSMITH	HOUSTON	301125		FULFILMENT	199.69	16.47	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4136	POINTSMITH	HOUSTON	301126		FULFILMENT	106.28	8.77	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4137	POINTSMITH	HOUSTON	301128		FULFILMENT	1,784.18	147.19	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4138	POINTSMITH	HOUSTON	301129		FULFILMENT	244.29	20.15	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4139	POINTSMITH	HOUSTON	30512		FULFILMENT	1,435.48	118.43	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4140	POINTSMITH	HOUSTON	305122		FULFILMENT	242.65	20.02	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4141	POINTSMITH	HOUSTON	305122		FULFILMENT	75.55	6.23	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4142	POINTSMITH	HOUSTON	305123		FULFILMENT	12.77	1.05	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4143	POINTSMITH	HOUSTON	305124		FULFILMENT	78.41	6.47	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4144	POINTSMITH	HOUSTON	305125		FULFILMENT	241.20	19.90	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4183	POINTSMITH	HOUSTON	305126		FULFILMENT	13.00	1.07	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4184	POINTSMITH	HOUSTON	676285		FULFILMENT	89.46	7.38	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4185	POINTSMITH	HOUSTON	676286		FULFILMENT	89.46	7.38	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4186	POINTSMITH	HOUSTON	676287		FULFILMENT	204.49	16.87	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4187	POINTSMITH	HOUSTON	676288		FULFILMENT	204.49	16.87	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4130	POINTSMITH	HOUSTON	676289		FULFILMENT	690.16	56.94	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4145	POINTSMITH	HOUSTON	30812		FULFILMENT	0.00	0.00	03/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4146	POINTSMITH	HOUSTON	308122		FULFILMENT	0.00	0.00	03/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4147	POINTSMITH	HOUSTON	308123		FULFILMENT	0.00	0.00	03/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4148	POINTSMITH	HOUSTON	313122		FULFILMENT	1,805.21	148.93	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4149	POINTSMITH	HOUSTON	313123		FULFILMENT	95.01	7.84	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4150	POINTSMITH	HOUSTON	313124		FULFILMENT	71.94	5.94	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4151	POINTSMITH	HOUSTON	313125		FULFILMENT	539.00	44.47	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4152	POINTSMITH	HOUSTON	313127		FULFILMENT	2,096.29	172.94	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4153	POINTSMITH	HOUSTON	313128		FULFILMENT	1,237.23	102.07	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4131	POINTSMITH	HOUSTON	313129		FULFILMENT	497.00	41.00	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4154	POINTSMITH	HOUSTON	31412		FULFILMENT	746.40	61.74	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4155	POINTSMITH	HOUSTON	314122		FULFILMENT	39.39	3.25	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4156	POINTSMITH	HOUSTON	314123		FULFILMENT	90.00	7.43	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4157	POINTSMITH	HOUSTON	314124		FULFILMENT	18.87	1.56	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4158	POINTSMITH	HOUSTON	316122		FULFILMENT	255.42	21.07	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4159	POINTSMITH	HOUSTON	316123		FULFILMENT	1,694.03	139.76	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4160	POINTSMITH	HOUSTON	316124		FULFILMENT	102.61	8.47	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4161	POINTSMITH	HOUSTON	316125		FULFILMENT	1,201.69	99.14	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4162	POINTSMITH	HOUSTON	316126		FULFILMENT	1,826.51	150.69	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4163	POINTSMITH	HOUSTON	316127		FULFILMENT	1,010.89	83.40	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4163	POINTSMITH	HOUSTON	316128		FULFILMENT	106.50	6.79	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4178	POINTSMITH	HOUSTON	261210		FULFILMENT	898.93	74.16	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4179	POINTSMITH	HOUSTON	261211		FULFILMENT	318.50	26.28	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4164	POINTSMITH	HOUSTON	326122		FULFILMENT	1,221.60	100.80	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4165	POINTSMITH	HOUSTON	326123		FULFILMENT	472.46	38.98	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4166	POINTSMITH	HOUSTON	326124		FULFILMENT	114.08	9.41	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4167	POINTSMITH	HOUSTON	326125		FULFILMENT	148.74	12.27	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4168	POINTSMITH	HOUSTON	326126		FULFILMENT	102.99	8.50	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4169	POINTSMITH	HOUSTON	326127		FULFILMENT	257.69	21.26	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4170	POINTSMITH	HOUSTON	326128		FULFILMENT	2,461.24	203.05	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4180	POINTSMITH	HOUSTON	271210		FULFILMENT	550.70	70.18	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4181	POINTSMITH	HOUSTON	271211		FULFILMENT	123.71	10.21	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4182	POINTSMITH	HOUSTON	271212		FULFILMENT	61.50	5.07	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4171	POINTSMITH	HOUSTON	327122		FULFILMENT	2,568.14	211.87	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4172	POINTSMITH	HOUSTON	327123		FULFILMENT	69.82	5.76	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4173	POINTSMITH	HOUSTON	327124		FULFILMENT	87.26	7.20	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4174	POINTSMITH	HOUSTON	327125		FULFILMENT	1,062.20	87.63	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4175	POINTSMITH	HOUSTON	327126		FULFILMENT	199.38	16.45	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4176	POINTSMITH	HOUSTON	327128		FULFILMENT	75.00	6.19	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4188	POINTSMITH	HOUSTON	40212		FULFILMENT	1,926.50	158.94	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4195	POINTSMITH	HOUSTON	402122		FULFILMENT	483.60	39.90	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4196	POINTSMITH	HOUSTON	402123		FULFILMENT	92.58	7.64	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4197	POINTSMITH	HOUSTON	402124		FULFILMENT	2.23	0.18	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4198	POINTSMITH	HOUSTON	402125		FULFILMENT	131.84	10.88	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4199	POINTSMITH	HOUSTON	402126		FULFILMENT	349.36	28.82	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4200	POINTSMITH	HOUSTON	402128		FULFILMENT	608.27	50.18	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4201	POINTSMITH	HOUSTON	402129		FULFILMENT	408.51	33.70	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4194	POINTSMITH	HOUSTON	43012		FULFILMENT	1,756.62	144.92	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4254	POINTSMITH	HOUSTON	81210		FULFILMENT	193.00	15.92	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4253	POINTSMITH	HOUSTON	31210		FULFILMENT	49.50	4.08	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4202	POINTSMITH	HOUSTON	403122		FULFILMENT	60.99	5.03	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4203	POINTSMITH	HOUSTON	403123		FULFILMENT	199.15	16.43	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4204	POINTSMITH	HOUSTON	403124		FULFILMENT	68.36	5.64	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4205	POINTSMITH	HOUSTON	403125		FULFILMENT	17.28	1.43	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4206	POINTSMITH	HOUSTON	403126		FULFILMENT	188.40	15.54	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4207	POINTSMITH	HOUSTON	403127		FULFILMENT	1,070.00	88.28	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4208	POINTSMITH	HOUSTON	403128		FULFILMENT	330.09	27.23	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4209	POINTSMITH	HOUSTON	403129		FULFILMENT	231.57	19.10	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4189	POINTSMITH	HOUSTON	40512		FULFILMENT	-97.50	-8.04	04/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4210	POINTSMITH	HOUSTON	409122		FULFILMENT	644.62	53.18	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4211	POINTSMITH	HOUSTON	409123		FULFILMENT	248.47	20.50	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4212	POINTSMITH	HOUSTON	409124		FULFILMENT	171.50	14.15	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4213	POINTSMITH	HOUSTON	409125		FULFILMENT	56.03	4.62	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4214	POINTSMITH	HOUSTON	409126		FULFILMENT	630.00	51.98	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4215	POINTSMITH	HOUSTON	409128		FULFILMENT	443.24	36.57	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4216	POINTSMITH	HOUSTON	409129		FULFILMENT	217.28	17.93	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4255	POINTSMITH	HOUSTON	91210		FULFILMENT	110.01	9.08	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4217	POINTSMITH	HOUSTON	410122		FULFILMENT	9.84	0.81	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4218	POINTSMITH	HOUSTON	410123		FULFILMENT	230.00	18.98	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4219	POINTSMITH	HOUSTON	410125		FULFILMENT	29.90	2.47	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4220	POINTSMITH	HOUSTON	410126		FULFILMENT	7.50	0.62	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4221	POINTSMITH	HOUSTON	411122		FULFILMENT	2,048.72	169.02	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4222	POINTSMITH	HOUSTON	411123		FULFILMENT	20.02	1.65	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4223	POINTSMITH	HOUSTON	411124		FULFILMENT	46.05	3.80	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4224	POINTSMITH	HOUSTON	411125		FULFILMENT	221.92	18.31	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4225	POINTSMITH	HOUSTON	411126		FULFILMENT	122.98	10.15	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4226	POINTSMITH	HOUSTON	411127		FULFILMENT	95.33	7.86	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4227	POINTSMITH	HOUSTON	411128		FULFILMENT	156.64	12.92	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4190	POINTSMITH	HOUSTON	41012		FULFILMENT	186.94	15.42	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4228	POINTSMITH	HOUSTON	413122		FULFILMENT	479.26	39.54	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4229	POINTSMITH	HOUSTON	413123		FULFILMENT	73.39	6.05	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4230	POINTSMITH	HOUSTON	413124		FULFILMENT	63.21	5.21	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4231	POINTSMITH	HOUSTON	413125		FULFILMENT	176.58	14.57	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4256	POINTSMITH	HOUSTON	271210		FULFILMENT	284.50	23.47	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4191	POINTSMITH	HOUSTON	41312		FULFILMENT	2,738.86	225.96	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4232	POINTSMITH	HOUSTON	427122		FULFILMENT	305.73	25.22	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4233	POINTSMITH	HOUSTON	427123		FULFILMENT	65.92	5.44	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4234	POINTSMITH	HOUSTON	427124		FULFILMENT	562.34	46.39	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4235	POINTSMITH	HOUSTON	427125		FULFILMENT	117.12	9.66	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4236	POINTSMITH	HOUSTON	427126		FULFILMENT	1,117.00	92.15	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4237	POINTSMITH	HOUSTON	427128		FULFILMENT	2,243.07	185.05	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4238	POINTSMITH	HOUSTON	427129		FULFILMENT	551.84	45.53	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4257	POINTSMITH	HOUSTON	301210		FULFILMENT	159.50	13.16	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4258	POINTSMITH	HOUSTON	301210		FULFILMENT	6.50	0.54	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4192	POINTSMITH	HOUSTON	42712		FULFILMENT	1,291.85	106.58	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4193	POINTSMITH	HOUSTON	43012		FULFILMENT	749.08	61.80	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4239	POINTSMITH	HOUSTON	430122		FULFILMENT	313.47	25.86	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4240	POINTSMITH	HOUSTON	430122		FULFILMENT	253.15	20.88	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4241	POINTSMITH	HOUSTON	430123		FULFILMENT	149.14	12.30	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4242	POINTSMITH	HOUSTON	430123		FULFILMENT	227.34	18.76	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4243	POINTSMITH	HOUSTON	430124		FULFILMENT	942.31	77.74	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4244	POINTSMITH	HOUSTON	430124		FULFILMENT	895.55	73.88	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4246	POINTSMITH	HOUSTON	430125		FULFILMENT	164.86	13.60	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4245	POINTSMITH	HOUSTON	430125		FULFILMENT	113.37	9.35	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4247	POINTSMITH	HOUSTON	430126		FULFILMENT	664.37	54.81	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4248	POINTSMITH	HOUSTON	430127		FULFILMENT	1,140.45	94.09	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4250	POINTSMITH	HOUSTON	430128		FULFILMENT	68.00	5.61	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4249	POINTSMITH	HOUSTON	430128		FULFILMENT	866.84	71.51	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4251	POINTSMITH	HOUSTON	430129		FULFILMENT	664.68	54.84	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4252	POINTSMITH	HOUSTON	430129		FULFILMENT	221.44	18.27	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4308	POINTSMITH	HOUSTON			FULFILMENT	0.00	0.00	05/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4255	POINTSMITH	HOUSTON			FULFILMENT	1,248.75	103.02	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4265	POINTSMITH	HOUSTON			FULFILMENT	68.48	5.65	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4267	POINTSMITH	HOUSTON			FULFILMENT	162.12	13.37	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4254	POINTSMITH	HOUSTON			FULFILMENT	98.44	8.12	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4259	POINTSMITH	HOUSTON			FULFILMENT	1,202.64	99.22	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4268	POINTSMITH	HOUSTON			FULFILMENT	0.00	0.00	05/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4269	POINTSMITH	HOUSTON			FULFILMENT	0.00	0.00	05/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4270	POINTSMITH	HOUSTON			FULFILMENT	0.00	0.00	05/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4271	POINTSMITH	HOUSTON			FULFILMENT	445.54	36.76	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4275	POINTSMITH	HOUSTON			FULFILMENT	1,559.04	128.62	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4277	POINTSMITH	HOUSTON			FULFILMENT	362.50	29.91	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4276	POINTSMITH	HOUSTON			FULFILMENT	774.02	63.86	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4274	POINTSMITH	HOUSTON			FULFILMENT	1,104.85	91.15	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4273	POINTSMITH	HOUSTON			FULFILMENT	25.89	2.14	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4272	POINTSMITH	HOUSTON			FULFILMENT	46.15	3.81	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 4279	POINTSMITH	HOUSTON			FULFILMENT	705.51	58.20	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4278	POINTSMITH	HOUSTON			FULFILMENT	98.70	8.14	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4260	POINTSMITH	HOUSTON			FULFILMENT	216.81	17.89	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4261	POINTSMITH	HOUSTON			FULFILMENT	119.90	9.89	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4262	POINTSMITH	HOUSTON			FULFILMENT	119.13	9.83	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4280	POINTSMITH	HOUSTON			FULFILMENT	53.72	4.43	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4286	POINTSMITH	HOUSTON			FULFILMENT	2,009.47	165.78	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4251	POINTSMITH	HOUSTON			FULFILMENT	589.66	48.57	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4287	POINTSMITH	HOUSTON			FULFILMENT	738.13	60.90	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4283	POINTSMITH	HOUSTON			FULFILMENT	85.62	7.06	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4285	POINTSMITH	HOUSTON			FULFILMENT	76.61	6.32	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4288	POINTSMITH	HOUSTON			FULFILMENT	166.50	13.74	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4284	POINTSMITH	HOUSTON			FULFILMENT	781.27	64.45	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4289	POINTSMITH	HOUSTON			FULFILMENT	199.54	16.46	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4291	POINTSMITH	HOUSTON			FULFILMENT	10.10	0.83	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4290	POINTSMITH	HOUSTON			FULFILMENT	143.37	11.83	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4292	POINTSMITH	HOUSTON			FULFILMENT	84.72	6.99	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4295	POINTSMITH	HOUSTON			FULFILMENT	47.19	3.89	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4305	POINTSMITH	HOUSTON			FULFILMENT	2,389.66	197.15	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4294	POINTSMITH	HOUSTON			FULFILMENT	936.72	77.28	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4307	POINTSMITH	HOUSTON			FULFILMENT	199.00	16.42	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4296	POINTSMITH	HOUSTON			FULFILMENT	100.00	8.25	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4293	POINTSMITH	HOUSTON			FULFILMENT	542.70	44.77	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4306	POINTSMITH	HOUSTON			FULFILMENT	796.02	65.67	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4252	POINTSMITH	HOUSTON			FULFILMENT	1,256.66	103.67	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4300	POINTSMITH	HOUSTON			FULFILMENT	106.42	8.78	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4298	POINTSMITH	HOUSTON			FULFILMENT	194.94	16.08	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4304	POINTSMITH	HOUSTON			FULFILMENT	26.00	2.15	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4253	POINTSMITH	HOUSTON			FULFILMENT	1,233.86	101.79	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4302	POINTSMITH	HOUSTON			FULFILMENT	334.22	27.57	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4301	POINTSMITH	HOUSTON			FULFILMENT	2,422.36	199.85	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4303	POINTSMITH	HOUSTON			FULFILMENT	267.47	22.07	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4299	POINTSMITH	HOUSTON			FULFILMENT	363.97	30.03	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4297	POINTSMITH	HOUSTON			FULFILMENT	229.12	18.90	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4309	POINTSMITH	HOUSTON	50612		FULFILMENT	1,120.34	92.43	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4313	POINTSMITH	HOUSTON	506122		FULFILMENT	302.00	24.92	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4314	POINTSMITH	HOUSTON	506123		FULFILMENT	310.29	25.60	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4315	POINTSMITH	HOUSTON	506124		FULFILMENT	33.01	2.72	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4316	POINTSMITH	HOUSTON	506125		FULFILMENT	92.97	7.67	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4317	POINTSMITH	HOUSTON	506126		FULFILMENT	67.00	5.53	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4318	POINTSMITH	HOUSTON	506128		FULFILMENT	3,058.70	252.34	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4319	POINTSMITH	HOUSTON	506129		FULFILMENT	1,435.19	118.40	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4348	POINTSMITH	HOUSTON	51210		FULFILMENT	293.00	24.17	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4320	POINTSMITH	HOUSTON	607122		FULFILMENT	324.77	26.79	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4321	POINTSMITH	HOUSTON	607123		FULFILMENT	200.09	16.51	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4322	POINTSMITH	HOUSTON	607124		FULFILMENT	132.38	10.92	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4323	POINTSMITH	HOUSTON	607125		FULFILMENT	172.08	14.20	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4324	POINTSMITH	HOUSTON	607126		FULFILMENT	43.64	3.60	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4325	POINTSMITH	HOUSTON	607127		FULFILMENT	1,239.27	102.24	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4326	POINTSMITH	HOUSTON	607128		FULFILMENT	123.29	10.17	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4349	POINTSMITH	HOUSTON	111210		FULFILMENT	97.00	8.00	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4310	POINTSMITH	HOUSTON	61112		FULFILMENT	5,090.11	419.93	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4327	POINTSMITH	HOUSTON	611122		FULFILMENT	1,229.31	101.42	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4328	POINTSMITH	HOUSTON	611123		FULFILMENT	183.94	15.18	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4329	POINTSMITH	HOUSTON	611124		FULFILMENT	970.04	80.03	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4330	POINTSMITH	HOUSTON	611125		FULFILMENT	394.31	32.53	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4331	POINTSMITH	HOUSTON	611126		FULFILMENT	220.11	18.16	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4332	POINTSMITH	HOUSTON	611128		FULFILMENT	744.88	61.45	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4333	POINTSMITH	HOUSTON	611129		FULFILMENT	685.44	56.63	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4350	POINTSMITH	HOUSTON	251210		FULFILMENT	990.78	81.74	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4351	POINTSMITH	HOUSTON	251211		FULFILMENT	261.00	21.53	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4352	POINTSMITH	HOUSTON	251221		FULFILMENT	3,640.56	300.35	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4353	POINTSMITH	HOUSTON	251222		FULFILMENT	70.52	5.83	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4354	POINTSMITH	HOUSTON	251223		FULFILMENT	41.48	3.42	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4355	POINTSMITH	HOUSTON	251224		FULFILMENT	192.00	15.84	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4356	POINTSMITH	HOUSTON	251225		FULFILMENT	207.62	17.13	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4357	POINTSMITH	HOUSTON	251226		FULFILMENT	396.86	32.74	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4358	POINTSMITH	HOUSTON	251227		FULFILMENT	117.70	9.71	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4311	POINTSMITH	HOUSTON	62512		FULFILMENT	792.76	65.40	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4334	POINTSMITH	HOUSTON	625122		FULFILMENT	296.28	24.44	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4335	POINTSMITH	HOUSTON	625123		FULFILMENT	239.67	19.77	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4336	POINTSMITH	HOUSTON	625124		FULFILMENT	37.22	3.07	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4337	POINTSMITH	HOUSTON	625125		FULFILMENT	71.88	5.93	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4338	POINTSMITH	HOUSTON	625126		FULFILMENT	276.30	22.79	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4339	POINTSMITH	HOUSTON	625127		FULFILMENT	370.00	30.53	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4340	POINTSMITH	HOUSTON	625129		FULFILMENT	2,699.83	222.74	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4359	POINTSMITH	HOUSTON	261211		FULFILMENT	60.50	4.99	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4312	POINTSMITH	HOUSTON	62610		FULFILMENT	107.89	8.90	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4341	POINTSMITH	HOUSTON	626122		FULFILMENT	7,540.46	622.09	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4342	POINTSMITH	HOUSTON	626123		FULFILMENT	316.04	26.07	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4343	POINTSMITH	HOUSTON	626124		FULFILMENT	150.39	12.41	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4344	POINTSMITH	HOUSTON	626125		FULFILMENT	339.65	28.02	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4345	POINTSMITH	HOUSTON	626126		FULFILMENT	439.30	36.24	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4346	POINTSMITH	HOUSTON	626127		FULFILMENT	100.00	8.25	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4347	POINTSMITH	HOUSTON	626129		FULFILMENT	919.49	75.86	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4403	POINTSMITH	HOUSTON	111210		FULFILMENT	1,076.96	88.85	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4404	POINTSMITH	HOUSTON	111211		FULFILMENT	200.50	16.54	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4361	POINTSMITH	HOUSTON	711122		FULFILMENT	824.37	68.01	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4362	POINTSMITH	HOUSTON	711123		FULFILMENT	141.44	11.67	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4363	POINTSMITH	HOUSTON	711124		FULFILMENT	73.53	6.07	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4364	POINTSMITH	HOUSTON	711125		FULFILMENT	54.70	4.51	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4365	POINTSMITH	HOUSTON	711126		FULFILMENT	36.00	2.97	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4366	POINTSMITH	HOUSTON	711127		FULFILMENT	1,006.75	83.06	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4367	POINTSMITH	HOUSTON	711129		FULFILMENT	1,456.63	120.17	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4368	POINTSMITH	HOUSTON	712122		FULFILMENT	2,211.22	182.43	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4369	POINTSMITH	HOUSTON	712123		FULFILMENT	82.08	6.77	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4370	POINTSMITH	HOUSTON	712124		FULFILMENT	49.45	4.08	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4371	POINTSMITH	HOUSTON	712125		FULFILMENT	888.20	73.28	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4372	POINTSMITH	HOUSTON	712126		FULFILMENT	170.07	14.03	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4373	POINTSMITH	HOUSTON	712127		FULFILMENT	206.82	17.06	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4374	POINTSMITH	HOUSTON	712129		FULFILMENT	186.84	15.41	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4405	POINTSMITH	HOUSTON	161210		FULFILMENT	349.30	28.82	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4406	POINTSMITH	HOUSTON	161211		FULFILMENT	34.50	2.85	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4376	POINTSMITH	HOUSTON	716122		FULFILMENT	0.00	0.00	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4375	POINTSMITH	HOUSTON	716122		FULFILMENT	3,042.61	251.02	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4377	POINTSMITH	HOUSTON	716124		FULFILMENT	305.99	25.24	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4378	POINTSMITH	HOUSTON	716125		FULFILMENT	2 249 51	185 58	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4379	POINTSMITH	HOUSTON	716126		FULFILMENT	310 29	25 60	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4380	POINTSMITH	HOUSTON	716127		FULFILMENT	936.70	77 26	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4381	POINTSMITH	HOUSTON	716128		FULFILMENT	426 75	35 21	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4382	POINTSMITH	HOUSTON	716129		FULFILMENT	188.82	15 58	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4407	POINTSMITH	HOUSTON	271210		FULFILMENT	643 10	53 06	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4408	POINTSMITH	HOUSTON	271211		FULFILMENT	192 50	15 88	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4383	POINTSMITH	HOUSTON	727122		FULFILMENT	498 87	41.16	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4384	POINTSMITH	HOUSTON	727123		FULFILMENT	218 36	18 01	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4385	POINTSMITH	HOUSTON	727124		FULFILMENT	130.55	10 77	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4386	POINTSMITH	HOUSTON	727125		FULFILMENT	44.63	3 68	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4387	POINTSMITH	HOUSTON	727126		FULFILMENT	85 60	7 06	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4388	POINTSMITH	HOUSTON	727127		FULFILMENT	1,143.69	94.35	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4389	POINTSMITH	HOUSTON	727129		FULFILMENT	832 32	68.57	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4409	POINTSMITH	HOUSTON	301210		FULFILMENT	190.40	15 71	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4410	POINTSMITH	HOUSTON	301211		FULFILMENT	29 00	2 39	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4360	POINTSMITH	HOUSTON	73012		FULFILMENT	1,326.19	109.41	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4391	POINTSMITH	HOUSTON	730122		FULFILMENT	71.04	5 86	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4390	POINTSMITH	HOUSTON	730122		FULFILMENT	497 54	41 05	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4393	POINTSMITH	HOUSTON	730123		FULFILMENT	34 34	2 83	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4392	POINTSMITH	HOUSTON	730123		FULFILMENT	325.03	26.81	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4394	POINTSMITH	HOUSTON	730124		FULFILMENT	8.95	0 74	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4395	POINTSMITH	HOUSTON	730124		FULFILMENT	888.07	73 27	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4396	POINTSMITH	HOUSTON	730125		FULFILMENT	457.62	37 75	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4397	POINTSMITH	HOUSTON	730125		FULFILMENT	122.10	10 07	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4398	POINTSMITH	HOUSTON	730126		FULFILMENT	67.83	5 60	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4399	POINTSMITH	HOUSTON	730127		FULFILMENT	254.09	20.96	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4400	POINTSMITH	HOUSTON	730127		FULFILMENT	104.88	8.65	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4401	POINTSMITH	HOUSTON	730128		FULFILMENT	325.00	26.81	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4402	POINTSMITH	HOUSTON	730128		FULFILMENT	111.22	9.18	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4411	POINTSMITH	HOUSTON	81012		FULFILMENT	9,686.09	799.10	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4415	POINTSMITH	HOUSTON	810122		FULFILMENT	93.13	7 68	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4416	POINTSMITH	HOUSTON	810123		FULFILMENT	13.01	1.07	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4417	POINTSMITH	HOUSTON	810124		FULFILMENT	766.43	63.23	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4418	POINTSMITH	HOUSTON	810125		FULFILMENT	555.73	45.85	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4419	POINTSMITH	HOUSTON	810126		FULFILMENT	41.99	3.46	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4420	POINTSMITH	HOUSTON	810127		FULFILMENT	69.39	5.72	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4421	POINTSMITH	HOUSTON	813122		FULFILMENT	2,056 34	169.65	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4422	POINTSMITH	HOUSTON	813124		FULFILMENT	168 11	13.87	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4423	POINTSMITH	HOUSTON	813126		FULFILMENT	940 65	77.60	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4424	POINTSMITH	HOUSTON	813127		FULFILMENT	166.59	13 74	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4445	POINTSMITH	HOUSTON	271210		FULFILMENT	735.53	60 68	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4446	POINTSMITH	HOUSTON	271211		FULFILMENT	301.00	24 83	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4412	POINTSMITH	HOUSTON	82712		FULFILMENT	743.59	61.35	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4449	POINTSMITH	HOUSTON	82712		FULFILMENT	81.51	6 72	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4413	POINTSMITH	HOUSTON	82712		FULFILMENT	6,721.18	554.50	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4426	POINTSMITH	HOUSTON	827122		FULFILMENT	482.88	39.84	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4425	POINTSMITH	HOUSTON	827122		FULFILMENT	362.70	29.92	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4450	POINTSMITH	HOUSTON	827122		FULFILMENT	44.00	3 63	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4428	POINTSMITH	HOUSTON	827123		FULFILMENT	64.49	5.32	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4427	POINTSMITH	HOUSTON	827123		FULFILMENT	248.27	20 48	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4429	POINTSMITH	HOUSTON	827124		FULFILMENT	69.32	5.72	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4430	POINTSMITH	HOUSTON	827124		FULFILMENT	1,067.96	88.11	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4431	POINTSMITH	HOUSTON	827125		FULFILMENT	74.94	6.16	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4432	POINTSMITH	HOUSTON	827125		FULFILMENT	438.77	36.20	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4433	POINTSMITH	HOUSTON	827126		FULFILMENT	9.00	0.74	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4434	POINTSMITH	HOUSTON	827126		FULFILMENT	1,168.29	96.38	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4435	POINTSMITH	HOUSTON	827127		FULFILMENT	454.50	37.50	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4436	POINTSMITH	HOUSTON	827127		FULFILMENT	205.01	16.91	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4437	POINTSMITH	HOUSTON	827129		FULFILMENT	1,505.47	124.20	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4447	POINTSMITH	HOUSTON	281210		FULFILMENT	287.10	23.69	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4448	POINTSMITH	HOUSTON	281211		FULFILMENT	138.50	11.43	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4414	POINTSMITH	HOUSTON	82812		FULFILMENT	1,580.71	130.41	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4438	POINTSMITH	HOUSTON	828122		FULFILMENT	1,000.51	82.54	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4439	POINTSMITH	HOUSTON	828123		FULFILMENT	253.92	20.95	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4440	POINTSMITH	HOUSTON	828124		FULFILMENT	786.93	64.92	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4441	POINTSMITH	HOUSTON	828125		FULFILMENT	190.62	15.73	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4442	POINTSMITH	HOUSTON	828126		FULFILMENT	206.30	17.02	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4443	POINTSMITH	HOUSTON	828127		FULFILMENT	281.52	23.23	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4444	POINTSMITH	HOUSTON	828129		FULFILMENT	977.15	80.61	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4487	POINTSMITH	HOUSTON	61210		FULFILLMENT	259.28	21.39	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4488	POINTSMITH	HOUSTON	61211		FULFILLMENT	197.00	16.25	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4453	POINTSMITH	HOUSTON	906122		FULFILLMENT	1,015.09	83.74	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4454	POINTSMITH	HOUSTON	906123		FULFILLMENT	431.87	35.63	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4455	POINTSMITH	HOUSTON	906124		FULFILLMENT	143.79	11.86	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4456	POINTSMITH	HOUSTON	906125		FULFILLMENT	4.25	0.35	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4457	POINTSMITH	HOUSTON	906126		FULFILLMENT	83.95	6.93	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4458	POINTSMITH	HOUSTON	906127		FULFILLMENT	95.00	7.84	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4459	POINTSMITH	HOUSTON	906128		FULFILLMENT	73.90	6.10	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4460	POINTSMITH	HOUSTON	906129		FULFILLMENT	1,454.02	119.96	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4490	POINTSMITH	HOUSTON	907122		PDCREDITC	0.00	0.00	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4491	POINTSMITH	HOUSTON	907123		PDCREDITC	0.00	0.00	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4492	POINTSMITH	HOUSTON	907124		PDCREDITC	0.00	0.00	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4493	POINTSMITH	HOUSTON	907125		PDCREDITC	0.00	0.00	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4461	POINTSMITH	HOUSTON	907126		FULFILLMENT	349.97	28.87	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4462	POINTSMITH	HOUSTON	907127		FULFILLMENT	900.00	74.25	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4463	POINTSMITH	HOUSTON	907128		FULFILLMENT	60.74	5.01	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4489	POINTSMITH	HOUSTON	101210		FULFILLMENT	58.50	4.83	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4464	POINTSMITH	HOUSTON	910122		FULFILLMENT	1,114.27	91.93	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4465	POINTSMITH	HOUSTON	910123		FULFILLMENT	198.62	16.39	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4466	POINTSMITH	HOUSTON	910124		FULFILLMENT	306.48	25.28	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4467	POINTSMITH	HOUSTON	910125		FULFILLMENT	85.24	7.03	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4468	POINTSMITH	HOUSTON	910126		FULFILLMENT	36.72	3.03	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4469	POINTSMITH	HOUSTON	910127		FULFILLMENT	30.00	2.48	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4470	POINTSMITH	HOUSTON	910128		FULFILLMENT	1,618.34	133.51	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4471	POINTSMITH	HOUSTON	910129		FULFILLMENT	656.59	54.17	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4451	POINTSMITH	HOUSTON	76874			0.00	0.00	09/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4472	POINTSMITH	HOUSTON	924122		FULFILLMENT	910.01	75.08	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4473	POINTSMITH	HOUSTON	924123		FULFILLMENT	443.31	36.57	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4474	POINTSMITH	HOUSTON	924124		FULFILLMENT	81.12	6.69	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4475	POINTSMITH	HOUSTON	924125		FULFILLMENT	75.51	6.23	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4476	POINTSMITH	HOUSTON	924126		FULFILLMENT	45.00	3.71	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4477	POINTSMITH	HOUSTON	924127		FULFILLMENT	2,550.94	210.45	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4478	POINTSMITH	HOUSTON	924128		FULFILLMENT	359.05	29.62	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4479	POINTSMITH	HOUSTON	924129		FULFILLMENT	227.00	18.73	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4452	POINTSMITH	HOUSTON	92512		FULFILLMENT	378.82	31.25	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4480	POINTSMITH	HOUSTON	926122		FULFILLMENT	316.66	26.12	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4481	POINTSMITH	HOUSTON	926123		FULFILLMENT	109.05	9.00	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4482	POINTSMITH	HOUSTON	926124		FULFILLMENT	42.35	3.49	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4483	POINTSMITH	HOUSTON	926125		FULFILLMENT	627.90	51.80	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4484	POINTSMITH	HOUSTON	926127		FULFILLMENT	1,083.54	89.39	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4485	POINTSMITH	HOUSTON	926128		FULFILLMENT	489.97	40.42	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4486	POINTSMITH	HOUSTON	926129		FULFILLMENT	90.00	7.43	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4529	POINTSMITH	HOUSTON	100212		FULFILLMENT	158.30	13.06	10/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4494	POINTSMITH	HOUSTON	100312		FULFILLMENT	2,307.45	190.36	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4498	POINTSMITH	HOUSTON	3122		FULFILLMENT	1,213.10	100.06	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4499	POINTSMITH	HOUSTON	3123		FULFILLMENT	89.21	7.36	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4500	POINTSMITH	HOUSTON	3124		FULFILLMENT	1,634.97	134.89	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4501	POINTSMITH	HOUSTON	3125		FULFILLMENT	276.03	22.77	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4502	POINTSMITH	HOUSTON	3126		FULFILLMENT	1,106.11	91.42	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4503	POINTSMITH	HOUSTON	3127		FULFILLMENT	8.97	0.72	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4504	POINTSMITH	HOUSTON	3128		FULFILLMENT	443.23	36.57	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4530	POINTSMITH	HOUSTON	100412		FULFILLMENT	50.97	4.21	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4495	POINTSMITH	HOUSTON	100512		FULFILLMENT	1,227.34	101.26	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4505	POINTSMITH	HOUSTON	5122		FULFILLMENT	265.01	21.86	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4506	POINTSMITH	HOUSTON	5123		FULFILLMENT	84.35	6.96	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4507	POINTSMITH	HOUSTON	5124		FULFILLMENT	2,154.81	177.77	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4508	POINTSMITH	HOUSTON	5125		FULFILLMENT	196.39	16.20	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4509	POINTSMITH	HOUSTON	5126		FULFILLMENT	109.90	9.07	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4510	POINTSMITH	HOUSTON	5127		FULFILLMENT	35.77	2.95	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4496	POINTSMITH	HOUSTON	102212		FULFILLMENT	9,232.48	761.68	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4525	POINTSMITH	HOUSTON	221210		FULFILLMENT	1,057.20	87.22	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4526	POINTSMITH	HOUSTON	221211		FULFILLMENT	226.50	18.85	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4511	POINTSMITH	HOUSTON	22122		FULFILLMENT	665.99	54.94	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4512	POINTSMITH	HOUSTON	22123		FULFILLMENT	40.07	3.31	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4513	POINTSMITH	HOUSTON	22124		FULFILLMENT	2,137.00	176.30	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4514	POINTSMITH	HOUSTON	22125		FULFILLMENT	635.52	52.43	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4515	POINTSMITH	HOUSTON	22126		FULFILLMENT	983.27	81.12	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4516	POINTSMITH	HOUSTON	22127		FULFILLMENT	185.00	15.26	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4517	POINTSMITH	HOUSTON	22129		FULFILLMENT	3,811.56	314.46	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4497	POINTSMITH	HOUSTON	102312		FULFILLMENT	14,787.53	1,219.97	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4527	POINTSMITH	HOUSTON	231210		FULFILLMENT	920.26	75.92	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4528	POINTSMITH	HOUSTON	231211		FULFILLMENT	123.50	10.19	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4518	POINTSMITH	HOUSTON	23122		FULFILLMENT	136.89	11.29	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4519	POINTSMITH	HOUSTON	23123		FULFILLMENT	51.99	4.29	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4520	POINTSMITH	HOUSTON	23124		FULFILLMENT	1,056.46	87.16	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4521	POINTSMITH	HOUSTON	23125		FULFILLMENT	843.78	69.61	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4522	POINTSMITH	HOUSTON	23126		FULFILLMENT	10.00	0.83	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4523	POINTSMITH	HOUSTON	23127		FULFILLMENT	1,621.19	133.75	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4524	POINTSMITH	HOUSTON	23129		FULFILLMENT	315.92	26.06	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4533	POINTSMITH	HOUSTON	101122		FULFILLMENT	1,900.48	156.79	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4534	POINTSMITH	HOUSTON	101123		FULFILLMENT	201.39	16.61	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4535	POINTSMITH	HOUSTON	101124		FULFILLMENT	18.85	1.56	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4536	POINTSMITH	HOUSTON	101125		FULFILLMENT	111.62	9.21	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4537	POINTSMITH	HOUSTON	101126		FULFILLMENT	758.50	62.58	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4538	POINTSMITH	HOUSTON	101128		FULFILLMENT	815.36	67.27	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4539	POINTSMITH	HOUSTON	101129		FULFILLMENT	202.56	16.71	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4556	POINTSMITH	HOUSTON	11210		FULFILLMENT	116.50	9.61	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4540	POINTSMITH	HOUSTON	102122		FULFILLMENT	598.54	49.39	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 4541	POINTSMITH	HOUSTON	102123		FULFILLMENT	71.32	5.68	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4542	POINTSMITH	HOUSTON	102124		FULFILLMENT	18.20	1.50	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4543	POINTSMITH	HOUSTON	102125		FULFILLMENT	357.59	29.50	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4544	POINTSMITH	HOUSTON	102126		FULFILLMENT	55.02	4.54	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4545	POINTSMITH	HOUSTON	102128		FULFILLMENT	311.25	25.68	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4546	POINTSMITH	HOUSTON	102129		FULFILLMENT	6.50	0.54	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4531	POINTSMITH	HOUSTON	110212		FULFILLMENT	64.40	5.31	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4572	POINTSMITH	HOUSTON	53421		FULFILLMENT	61.32	5.06	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4547	POINTSMITH	HOUSTON	105122		FULFILLMENT	4,967.54	409.82	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4548	POINTSMITH	HOUSTON	105123		FULFILLMENT	440.97	36.38	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4549	POINTSMITH	HOUSTON	105124		FULFILLMENT	42.55	3.51	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4550	POINTSMITH	HOUSTON	105125		FULFILLMENT	769.79	63.51	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4551	POINTSMITH	HOUSTON	105126		FULFILLMENT	327.40	27.01	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4552	POINTSMITH	HOUSTON	105127		FULFILLMENT	832.92	68.72	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4553	POINTSMITH	HOUSTON	105129		FULFILLMENT	303.01	25.00	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4567	POINTSMITH	HOUSTON	51210		FULFILLMENT	148.87	12.28	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4568	POINTSMITH	HOUSTON	51211		FULFILLMENT	79.50	6.56	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4532	POINTSMITH	HOUSTON	110912		FULFILLMENT	0.00	0.00	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 4555	POINTSMITH	HOUSTON	113122		FULFILLMENT	3,924.00	323.73	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4554	POINTSMITH	HOUSTON	113122		FULFILLMENT	5,815.94	479.82	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4556	POINTSMITH	HOUSTON	113123		FULFILLMENT	493.96	40.75	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4557	POINTSMITH	HOUSTON	113123		FULFILLMENT	117.23	9.67	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4559	POINTSMITH	HOUSTON	113124		FULFILLMENT	55.16	4.55	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4558	POINTSMITH	HOUSTON	113124		FULFILLMENT	332.10	27.40	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4560	POINTSMITH	HOUSTON	113125		FULFILLMENT	115.65	9.54	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4561	POINTSMITH	HOUSTON	113125		FULFILLMENT	82.64	6.82	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4562	POINTSMITH	HOUSTON	113126		FULFILLMENT	96.35	7.95	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4563	POINTSMITH	HOUSTON	113126		FULFILLMENT	219.95	18.15	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4564	POINTSMITH	HOUSTON	113127		FULFILLMENT	546.20	45.05	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4565	POINTSMITH	HOUSTON	113128		FULFILLMENT	35.97	2.97	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4569	POINTSMITH	HOUSTON	131211		FULFILLMENT	5.16	0.43	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4570	POINTSMITH	HOUSTON	131212		FULFILLMENT	25.60	2.11	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4571	POINTSMITH	HOUSTON	131213		FULFILLMENT	7.50	0.62	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4573	POINTSMITH	HOUSTON	120312		FULFILLMENT	15,322.18	1,264.08	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4577	POINTSMITH	HOUSTON	123123		FULFILLMENT	108.24	8.93	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4578	POINTSMITH	HOUSTON	203122		FULFILLMENT	679.61	56.07	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4579	POINTSMITH	HOUSTON	203124		FULFILLMENT	862.80	71.18	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4580	POINTSMITH	HOUSTON	203125		FULFILLMENT	893.36	73.70	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4581	POINTSMITH	HOUSTON	203126		FULFILLMENT	290.94	24.00	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4582	POINTSMITH	HOUSTON	203127		FULFILLMENT	675.90	55.76	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4583	POINTSMITH	HOUSTON	203129		FULFILLMENT	2,640.95	217.88	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4608	POINTSMITH	HOUSTON	31210		FULFILLMENT	1,805.75	148.97	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4609	POINTSMITH	HOUSTON	31211		FULFILLMENT	301.50	24.87	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4574	POINTSMITH	HOUSTON	120412		FULFILLMENT	5,593.94	461.50	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4584	POINTSMITH	HOUSTON	204122		FULFILLMENT	1,078.87	89.01	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4585	POINTSMITH	HOUSTON	204123		FULFILLMENT	189.87	15.66	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4586	POINTSMITH	HOUSTON	204124		FULFILLMENT	18.75	1.55	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4587	POINTSMITH	HOUSTON	204125		FULFILLMENT	608.56	50.21	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4588	POINTSMITH	HOUSTON	204126		FULFILLMENT	394.23	32.52	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4589	POINTSMITH	HOUSTON	204127		FULFILLMENT	232.09	19.15	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4590	POINTSMITH	HOUSTON	204128		FULFILLMENT	315.48	26.03	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4591	POINTSMITH	HOUSTON	204129		FULFILLMENT	280.50	23.14	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4610	POINTSMITH	HOUSTON	41210		FULFILLMENT	728.14	60.07	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4611	POINTSMITH	HOUSTON	41211		FULFILLMENT	149.00	12.29	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4575	POINTSMITH	HOUSTON	121112		FULFILLMENT	251.46	20.75	12/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4592	POINTSMITH	HOUSTON	211122		FULFILLMENT	13.24	1.09	12/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4576	POINTSMITH	HOUSTON	122712		FULFILLMENT	1,875.65	154.74	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4593	POINTSMITH	HOUSTON	227122		FULFILLMENT	986.13	81.36	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4594	POINTSMITH	HOUSTON	227123		FULFILLMENT	61.45	5.07	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4595	POINTSMITH	HOUSTON	227124		FULFILLMENT	33.35	2.75	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4596	POINTSMITH	HOUSTON	227125		FULFILLMENT	155.64	12.84	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4597	POINTSMITH	HOUSTON	227126		FULFILLMENT	241.89	19.95	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4598	POINTSMITH	HOUSTON	227127		FULFILLMENT	210.00	17.33	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4599	POINTSMITH	HOUSTON	227128		FULFILLMENT	3,172.99	261.77	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4600	POINTSMITH	HOUSTON	227129		FULFILLMENT	288.54	23.80	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4612	POINTSMITH	HOUSTON	271210		FULFILLMENT	131.00	10.81	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4601	POINTSMITH	HOUSTON	231122		FULFILLMENT	7,831.28	646.08	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4602	POINTSMITH	HOUSTON	231123		FULFILLMENT	1,185.10	97.77	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4603	POINTSMITH	HOUSTON	231124		FULFILLMENT	438.62	36.19	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4604	POINTSMITH	HOUSTON	231125		FULFILLMENT	899.44	74.20	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4605	POINTSMITH	HOUSTON	231126		FULFILLMENT	544.98	44.96	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4606	POINTSMITH	HOUSTON	231127		FULFILLMENT	675.71	55.75	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4607	POINTSMITH	HOUSTON	231128		FULFILLMENT	173.00	14.27	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4613	POINTSMITH	HOUSTON	311210		FULFILLMENT	2,721.79	224.55	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4614	POINTSMITH	HOUSTON	311211		FULFILLMENT	1,124.20	92.75	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4615	POINTSMITH	HOUSTON	311212		FULFILLMENT	98.50	8.13	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$396,286.99	$32,693.72	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

EXAM: 235 ADDITIONAL TAXABLE SALES -2010 & 2011 CASH RECEIPT W/O INVOICE NUMBER

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	564,714.84	0.06250	35,295.22
TOTAL AUTHORITY: STATE			$ 35,295.22
CITY			
0.0100000	564,714.84	0.01000	5,647.80
TOTAL AUTHORITY: CITY			$ 5,647.80
TRANSIT			
0.0100000	564,714.84	0.01000	5,647.80
TOTAL AUTHORITY: TRANSIT			$ 5,647.80

TOTAL TAX ON EXAM 235 **$ 46,590.82**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5558	POINTSMITH	HOUSTON	802101	FULFILLMENT		228.94	18.89	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5560	POINTSMITH	HOUSTON	802102	FULFILLMENT		245.61	20.26	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5559	POINTSMITH	HOUSTON	802102	FULFILLMENT		12.06	0.99	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5562	POINTSMITH	HOUSTON	802103	FULFILLMENT		483.26	39.87	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5561	POINTSMITH	HOUSTON	802103	FULFILLMENT		99.50	8.21	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5563	POINTSMITH	HOUSTON	802103	FULFILLMENT		4,666.92	385.02	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5565	POINTSMITH	HOUSTON	802104	FULFILLMENT		250.00	20.63	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5564	POINTSMITH	HOUSTON	802104	FULFILLMENT		25.97	2.14	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5566	POINTSMITH	HOUSTON	802104	FULFILLMENT		99.50	8.21	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5568	POINTSMITH	HOUSTON	802105	FULFILLMENT		711.60	58.71	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5567	POINTSMITH	HOUSTON	802105	FULFILLMENT		15.35	1.27	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5571	POINTSMITH	HOUSTON	802106	FULFILLMENT		288.97	23.84	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5569	POINTSMITH	HOUSTON	802106	FULFILLMENT		13.00	1.07	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5570	POINTSMITH	HOUSTON	802106	FULFILLMENT		137.92	11.38	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5572	POINTSMITH	HOUSTON	802107	FULFILLMENT		69.00	5.69	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5573	POINTSMITH	HOUSTON	802107	FULFILLMENT		128.00	10.64	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5574	POINTSMITH	HOUSTON	802108	FULFILLMENT		57.00	4.70	08/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5575	POINTSMITH	HOUSTON	803102	FULFILLMENT		1,659.45	136.90	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5576	POINTSMITH	HOUSTON	803103	FULFILLMENT		87.31	7.20	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5577	POINTSMITH	HOUSTON	803104	FULFILLMENT		484.45	39.97	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5578	POINTSMITH	HOUSTON	803105	FULFILLMENT		510.00	42.08	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5579	POINTSMITH	HOUSTON	803106	FULFILLMENT		219.51	18.11	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5580	POINTSMITH	HOUSTON	803107	FULFILLMENT		19.50	1.61	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5581	POINTSMITH	HOUSTON	80510	16021-080210A		90.80	7.49	08/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5582	POINTSMITH	HOUSTON	809102	FULFILLMENT		505.39	41.69	08/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5583	POINTSMITH	HOUSTON	809103	FULFILLMENT		26.60	2.19	08/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5584	POINTSMITH	HOUSTON	809104	FULFILLMENT		166.98	13.78	08/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5585	POINTSMITH	HOUSTON	809105	FULFILLMENT		3.92	0.32	08/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5586	POINTSMITH	HOUSTON	809108	FULFILLMENT		837.21	69.07	08/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5587	POINTSMITH	HOUSTON	809109	FULFILLMENT		205.34	16.94	08/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5588	POINTSMITH	HOUSTON	91010	FULFILLMENT		171.50	14.15	08/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5589	POINTSMITH	HOUSTON	81010	16021-080610B		67.70	5.59	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5590	POINTSMITH	HOUSTON	810102	FULFILLMENT		320.74	26.46	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5591	POINTSMITH	HOUSTON	810103	FULFILLMENT		15.38	1.27	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5592	POINTSMITH	HOUSTON	810104	FULFILLMENT		17.69	1.46	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5593	POINTSMITH	HOUSTON	810105	FULFILLMENT		125.85	10.38	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5594	POINTSMITH	HOUSTON	810106	FULFILLMENT		180.00	14.85	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5595	POINTSMITH	HOUSTON	810107	FULFILLMENT		552.43	45.58	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5596	POINTSMITH	HOUSTON	810108	FULFILLMENT		173.00	14.27	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5597	POINTSMITH	HOUSTON	810109	FULFILLMENT		99.00	8.17	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5598	POINTSMITH	HOUSTON	816102	FULFILLMENT		1,242.59	102.51	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5599	POINTSMITH	HOUSTON	816103	FULFILLMENT		65.36	5.39	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5600	POINTSMITH	HOUSTON	816104	FULFILLMENT		46.40	3.83	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5601	POINTSMITH	HOUSTON	816105	FULFILLMENT		158.00	13.04	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5602	POINTSMITH	HOUSTON	816107	FULFILLMENT		1,979.66	163.32	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5603	POINTSMITH	HOUSTON	816108	FULFILLMENT		447.90	36.95	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5604	POINTSMITH	HOUSTON	816109	FULFILLMENT		199.00	16.42	08/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5605	POINTSMITH	HOUSTON	817102	FULFILLMENT		133.50	11.01	08/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5606	POINTSMITH	HOUSTON	817104	FULFILLMENT		165.81	13.68	08/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5607	POINTSMITH	HOUSTON	817105	FULFILLMENT		142.68	11.77	08/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5608	POINTSMITH	HOUSTON	817106	FULFILLMENT		56.00	4.62	08/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5615	POINTSMITH	HOUSTON	82010	FULFILLMENT		261.39	21.56	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5609	POINTSMITH	HOUSTON	82010	FULFILLMENT		1,565.60	129.16	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5617	POINTSMITH	HOUSTON	82010	FULFILLMENT		10.41	0.86	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5618	POINTSMITH	HOUSTON	820102	FULFILLMENT		6.50	0.54	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5616	POINTSMITH	HOUSTON	820102	FULFILLMENT		11.50	0.95	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5610	POINTSMITH	HOUSTON	820102	FULFILLMENT		82.40	6.80	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5611	POINTSMITH	HOUSTON	820103	FULFILLMENT		1,338.00	110.39	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5612	POINTSMITH	HOUSTON	820105	FULFILLMENT		2,438.54	201.18	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5613	POINTSMITH	HOUSTON	820106	FULFILLMENT		518.95	42.81	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5614	POINTSMITH	HOUSTON	820107	FULFILLMENT		139.00	11.47	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5628	POINTSMITH	HOUSTON	231010	FULFILLMENT		32.50	2.68	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5619	POINTSMITH	HOUSTON	82310	FULFILLMENT		74.31	6.13	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5620	POINTSMITH	HOUSTON	823102	FULFILLMENT		481.65	39.74	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5621	POINTSMITH	HOUSTON	823102	FULFILLMENT		1,869.13	154.20	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5623	POINTSMITH	HOUSTON	823103	FULFILLMENT		36.81	3.04	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5622	POINTSMITH	HOUSTON	823103	FULFILLMENT		25.36	2.09	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5624	POINTSMITH	HOUSTON	823103	FULFILLMENT		117.84	9.72	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5625	POINTSMITH	HOUSTON	823104	FULFILLMENT		89.70	7.40	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5626	POINTSMITH	HOUSTON	823108	FULFILLMENT		22.77	1.88	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5627	POINTSMITH	HOUSTON	823109	FULFILLMENT		296.35	24.45	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5630	POINTSMITH	HOUSTON	825105	FULFILLMENT		8.45	0.70	08/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5629	POINTSMITH	HOUSTON	825105	FULFILLMENT		144.00	11.88	08/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5631	POINTSMITH	HOUSTON	825105	FULFILLMENT		6.50	0.54	08/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5632	POINTSMITH	HOUSTON	82710	FULFILLMENT		460.18	37.95	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5633	POINTSMITH	HOUSTON	82710	FULFILLMENT		25.00	2.06	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5634	POINTSMITH	HOUSTON	827102	FULFILLMENT		646.04	53.30	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5635	POINTSMITH	HOUSTON	827102	FULFILLMENT		16.72	1.38	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5636	POINTSMITH	HOUSTON	827102	FULFILLMENT		1,481.74	122.24	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5639	POINTSMITH	HOUSTON	827103	FULFILLMENT		77.99	6.43	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5638	POINTSMITH	HOUSTON	827103	FULFILLMENT		11.50	0.95	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5637	POINTSMITH	HOUSTON	827103	FULFILLMENT		205.00	16.91	08/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5640	POINTSMITH	HOUSTON	83010	FULFILLMENT		1,055.71	87.10	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5641	POINTSMITH	HOUSTON	830102	FULFILLMENT		55.55	4.58	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5642	POINTSMITH	HOUSTON	830102	FULFILLMENT		1,565.21	129.13	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5643	POINTSMITH	HOUSTON	830103	FULFILLMENT		82.37	6.80	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5644	POINTSMITH	HOUSTON	830104	FULFILLMENT		33.00	2.72	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5645	POINTSMITH	HOUSTON	830105	FULFILLMENT		80.36	6.63	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5646	POINTSMITH	HOUSTON	830107	FULFILLMENT		1,570.45	129.56	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5647	POINTSMITH	HOUSTON	830108	FULFILLMENT		287.20	23.69	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5648	POINTSMITH	HOUSTON	830109	FULFILLMENT		132.00	10.89	08/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5649	POINTSMITH	HOUSTON	831103	FULFILLMENT		71.71	5.92	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5650	POINTSMITH	HOUSTON	831104	FULFILLMENT		190.73	15.74	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5651	POINTSMITH	HOUSTON	831105	FULFILLMENT		40.00	3.30	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5653	POINTSMITH	HOUSTON	90210	16021-083110E		73.00	6.02	09/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5652	POINTSMITH	HOUSTON	90210	16021-083110D		177.55	14.65	09/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5654	POINTSMITH	HOUSTON	903102	FULFILLMENT		122.73	10.13	09/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5655	POINTSMITH	HOUSTON	903103	FULFILLMENT		6.46	0.53	09/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5656	POINTSMITH	HOUSTON	90710	16021-083110A		131.60	10.85	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5657	POINTSMITH	HOUSTON	90710	16021-083110BC		1,473.75	121.58	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5659	POINTSMITH	HOUSTON	90710	FULFILLMENT		621.62	51.28	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5658	POINTSMITH	HOUSTON	90710	FULFILLMENT		1,147.37	94.66	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5660	POINTSMITH	HOUSTON	907102	FULFILLMENT		60.39	4.98	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5661	POINTSMITH	HOUSTON	907102	FULFILLMENT		32.71	2.70	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5663	POINTSMITH	HOUSTON	907103	FULFILLMENT		398.00	32.84	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5662	POINTSMITH	HOUSTON	907103	FULFILLMENT		149.82	12.36	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5664	POINTSMITH	HOUSTON	907104	FULFILLMENT		152.02	12.54	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5665	POINTSMITH	HOUSTON	907104	FULFILLMENT		60.76	5.01	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5666	POINTSMITH	HOUSTON	907105	FULFILLMENT		51.94	4.29	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5667	POINTSMITH	HOUSTON	907106	FULFILLMENT		33.50	2.76	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5668	POINTSMITH	HOUSTON	907106	FULFILLMENT		1,418.33	117.01	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5669	POINTSMITH	HOUSTON	907107	FULFILLMENT		211.84	17.48	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5670	POINTSMITH	HOUSTON	907108	FULFILLMENT		87.50	7.22	09/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5672	POINTSMITH	HOUSTON	45512	FULFILLMENT		372.50	30.73	09/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5673	POINTSMITH	HOUSTON	45513	FULFILLMENT		134.75	11.12	09/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5671	POINTSMITH	HOUSTON	90810	16021-090310C		221.10	18.24	09/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5674	POINTSMITH	HOUSTON	90910	16021-090710D		277.10	22.86	09/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5675	POINTSMITH	HOUSTON	91010	FULFILLMENT		56.43	4.66	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5677	POINTSMITH	HOUSTON	910102	FULFILLMENT		33.04	2.73	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5676	POINTSMITH	HOUSTON	910102	FULFILLMENT		85.29	7.04	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5679	POINTSMITH	HOUSTON	910103	FULFILLMENT		18.00	1.49	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5678	POINTSMITH	HOUSTON	910103	FULFILLMENT		38.00	3.14	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5681	POINTSMITH	HOUSTON	3021	FULFILLMENT		13.80	1.14	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5680	POINTSMITH	HOUSTON	91310	16021-090210A		152.50	12.58	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5682	POINTSMITH	HOUSTON	91310	FULFILLMENT		45.93	3.79	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5684	POINTSMITH	HOUSTON	913102	FULFILLMENT		374.45	30.89	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5683	POINTSMITH	HOUSTON	913102	FULFILLMENT		11.61	0.96	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5686	POINTSMITH	HOUSTON	913103	FULFILLMENT		213.88	17.65	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5685	POINTSMITH	HOUSTON	913103	FULFILLMENT		6.50	0.54	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5687	POINTSMITH	HOUSTON	913104	FULFILLMENT		30.97	2.56	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5688	POINTSMITH	HOUSTON	913105	FULFILLMENT		114.50	9.45	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5689	POINTSMITH	HOUSTON	913106	FULFILLMENT		871.96	71.94	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5690	POINTSMITH	HOUSTON	913107	FULFILLMENT		558.94	46.11	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5691	POINTSMITH	HOUSTON	913108	FULFILLMENT		74.50	6.15	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5692	POINTSMITH	HOUSTON	91410	16021-090210B		157.70	13.01	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5693	POINTSMITH	HOUSTON	91410	16021-090210C		110.10	9.08	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5694	POINTSMITH	HOUSTON	914102	FULFILLMENT		350.00	28.88	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5695	POINTSMITH	HOUSTON	914103	FULFILLMENT		26.28	2.17	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5696	POINTSMITH	HOUSTON	914104	FULFILLMENT		13.00	1.07	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5697	POINTSMITH	HOUSTON	91510	16021-091410A		245.70	20.27	09/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5698	POINTSMITH	HOUSTON	91610	FULFILLMENT		21.01	1.73	09/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5699	POINTSMITH	HOUSTON	916102	FULFILLMENT		6.50	0.54	09/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5703	POINTSMITH	HOUSTON	91710	16021-091510D		997.50	82.29	09/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5701	POINTSMITH	HOUSTON	91710	FULFILLMENT		65.35	5.39	09/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5702	POINTSMITH	HOUSTON	917102	FULFILLMENT		15.53	1.28	09/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5703	POINTSMITH	HOUSTON	917103	FULFILLMENT		11.50	0.95	09/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5704	POINTSMITH	HOUSTON	92210	16021-091610B		180.60	14.90	09/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5711	POINTSMITH	HOUSTON	568	JASCO# 957 SALE OF SILVER FLAKE		300.00	24.75	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5706	POINTSMITH	HOUSTON	92410	FULFILLMENT		995.00	82.09	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5705	POINTSMITH	HOUSTON	92410	FULFILLMENT		93.90	7.75	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5708	POINTSMITH	HOUSTON	924102	FULFILLMENT		135.35	11.17	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5707	POINTSMITH	HOUSTON	924102	FULFILLMENT		1,919.28	158.34	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5709	POINTSMITH	HOUSTON	924103	FULFILLMENT		324.50	26.77	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5710	POINTSMITH	HOUSTON	924103	FULFILLMENT		6.50	0.54	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5712	POINTSMITH	HOUSTON	92710	FULFILLMENT		2,455.32	202.56	09/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5713	POINTSMITH	HOUSTON	927102	FULFILLMENT		496.83	40.99	09/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5714	POINTSMITH	HOUSTON	927103	FULFILLMENT		155.39	12.82	09/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5715	POINTSMITH	HOUSTON	927104	FULFILLMENT		119.38	9.85	09/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5716	POINTSMITH	HOUSTON	927106	FULFILLMENT		3,590.54	296.22	09/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5717	POINTSMITH	HOUSTON	927107	FULFILLMENT		415.13	34.25	09/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5718	POINTSMITH	HOUSTON	927108	FULFILLMENT		288.50	23.80	09/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5719	POINTSMITH	HOUSTON	92810	FULFILLMENT		425.60	35.11	09/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5720	POINTSMITH	HOUSTON	928102	FULFILLMENT		681.19	56.20	09/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5721	POINTSMITH	HOUSTON	928103	FULFILLMENT		58.25	4.81	09/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5722	POINTSMITH	HOUSTON	928104	FULFILLMENT		68.91	5.69	09/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5723	POINTSMITH	HOUSTON	928105	FULFILLMENT		146.54	12.09	09/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5724	POINTSMITH	HOUSTON	928106	FULFILLMENT		217.38	17.93	09/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5725	POINTSMITH	HOUSTON	928107	FULFILLMENT		57.00	4.70	09/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5726	POINTSMITH	HOUSTON	93010	FULFILLMENT		1,965.15	162.12	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5727	POINTSMITH	HOUSTON	93010	16021-092810C		96.30	7.94	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5728	POINTSMITH	HOUSTON	93010	16021-092710B		69.60	5.74	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5729	POINTSMITH	HOUSTON	100110	FULFILLMENT		475.43	39.22	10/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5730	POINTSMITH	HOUSTON	1102	FULFILLMENT		25.02	2.06	10/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5731	POINTSMITH	HOUSTON	1103	FULFILLMENT		338.00	27.89	10/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5732	POINTSMITH	HOUSTON	1105	FULFILLMENT		1,490.77	122.99	10/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5733	POINTSMITH	HOUSTON	1106	FULFILLMENT		592.13	48.85	10/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5734	POINTSMITH	HOUSTON	1107	FULFILLMENT		201.50	16.62	10/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5735	POINTSMITH	HOUSTON	100410	FULFILLMENT		200.89	16.57	10/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5736	POINTSMITH	HOUSTON	4102	FULFILLMENT		103.07	8.50	10/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5737	POINTSMITH	HOUSTON	4102	FULFILLMENT		10.58	0.87	10/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5741	POINTSMITH	HOUSTON	4103	FULFILLMENT		5.43	0.45	10/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5738	POINTSMITH	HOUSTON	4104	FULFILLMENT		296.49	24.46	10/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5739	POINTSMITH	HOUSTON	4105	FULFILLMENT		39.04	3.22	10/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5740	POINTSMITH	HOUSTON	4106	FULFILLMENT		26.00	2.15	10/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5742	POINTSMITH	HOUSTON	7103	FULFILLMENT		207.06	17.08	10/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5743	POINTSMITH	HOUSTON	7104	FULFILLMENT		10.90	0.90	10/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5745	POINTSMITH	HOUSTON	100810	FULFILLMENT		22.52	1.86	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5744	POINTSMITH	HOUSTON	100810	16021-093010C		54.65	4.51	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5746	POINTSMITH	HOUSTON	100810	FULFILLMENT		539.88	44.54	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5747	POINTSMITH	HOUSTON	8102	FULFILLMENT		64.66	5.34	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5748	POINTSMITH	HOUSTON	8102	FULFILLMENT		202.98	16.75	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5750	POINTSMITH	HOUSTON	8103	FULFILLMENT		13.00	1.07	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5749	POINTSMITH	HOUSTON	8103	FULFILLMENT		11.50	0.95	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5751	POINTSMITH	HOUSTON	101210	16021-092910A		57.65	4.76	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5767	POINTSMITH	HOUSTON	121010	FULFILLMENT		34.50	2.85	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5768	POINTSMITH	HOUSTON	121010	FULFILLMENT		217.00	17.90	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5753	POINTSMITH	HOUSTON	12102	FULFILLMENT		386.34	31.87	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5752	POINTSMITH	HOUSTON	12102	FULFILLMENT		370.35	30.55	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5755	POINTSMITH	HOUSTON	12103	FULFILLMENT		105.89	8.74	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5754	POINTSMITH	HOUSTON	12103	FULFILLMENT		138.54	11.43	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5757	POINTSMITH	HOUSTON	12104	FULFILLMENT		14.14	1.17	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5756	POINTSMITH	HOUSTON	12104	FULFILLMENT		26.77	2.21	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5758	POINTSMITH	HOUSTON	12105	FULFILLMENT		534.37	44.09	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5759	POINTSMITH	HOUSTON	12105	FULFILLMENT		26.65	2.20	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5760	POINTSMITH	HOUSTON	12106	FULFILLMENT		9.80	0.81	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5761	POINTSMITH	HOUSTON	12106	FULFILLMENT		210.79	17.39	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5762	POINTSMITH	HOUSTON	12107	FULFILLMENT		125.00	10.31	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5763	POINTSMITH	HOUSTON	12108	FULFILLMENT		20.00	1.65	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5764	POINTSMITH	HOUSTON	12108	FULFILLMENT		3,423.91	282.47	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5766	POINTSMITH	HOUSTON	12109	FULFILLMENT		901.22	74.35	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5765	POINTSMITH	HOUSTON	12108	FULFILLMENT		87.56	7.22	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5770	POINTSMITH	HOUSTON	101410	FULFILLMENT		40.00	3.30	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5769	POINTSMITH	HOUSTON	101410	FULFILLMENT		65.04	5.37	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5772	POINTSMITH	HOUSTON	14102	FULFILLMENT		142.09	11.72	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5771	POINTSMITH	HOUSTON	14102	FULFILLMENT		6.50	0.54	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5773	POINTSMITH	HOUSTON	14103	FULFILLMENT		13.00	1.07	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5775	POINTSMITH	HOUSTON	101910	FULFILLMENT		355.76	29.35	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5776	POINTSMITH	HOUSTON	19102	FULFILLMENT		109.41	9.03	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5777	POINTSMITH	HOUSTON	19103	FULFILLMENT		44.00	3.63	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5774	POINTSMITH	HOUSTON	19104	16021-101510C		238.25	19.66	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5779	POINTSMITH	HOUSTON	102110	FULFILLMENT		92.72	7.65	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5778	POINTSMITH	HOUSTON	102110	FULFILLMENT		18.72	1.54	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5780	POINTSMITH	HOUSTON	102110	FULFILLMENT		1,411.90	116.48	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5782	POINTSMITH	HOUSTON	21102	FULFILLMENT		223.01	18.40	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5781	POINTSMITH	HOUSTON	21102	FULFILLMENT		19.50	1.61	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5783	POINTSMITH	HOUSTON	21102	FULFILLMENT		74.31	6.13	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5785	POINTSMITH	HOUSTON	21103	FULFILLMENT		61.57	5.08	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5784	POINTSMITH	HOUSTON	21103	FULFILLMENT		11.50	0.95	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5786	POINTSMITH	HOUSTON	21104	FULFILLMENT		547.00	45.13	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5787	POINTSMITH	HOUSTON	21105	FULFILLMENT		2,168.37	178.89	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5788	POINTSMITH	HOUSTON	21106	FULFILLMENT		366.14	30.21	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5789	POINTSMITH	HOUSTON	21107	FULFILLMENT		180.50	14.89	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5790	POINTSMITH	HOUSTON	102210	FULFILLMENT		146.68	12.10	10/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5791	POINTSMITH	HOUSTON	102510	FULFILLMENT		1,273.00	105.02	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5805	POINTSMITH	HOUSTON	251010	FULFILLMENT		78.00	6.44	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5793	POINTSMITH	HOUSTON	25102	FULFILLMENT		485.42	40.05	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5792	POINTSMITH	HOUSTON	25102	FULFILLMENT		4,866.61	401.50	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5794	POINTSMITH	HOUSTON	25103	FULFILLMENT		323.13	26.66	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5795	POINTSMITH	HOUSTON	25103	FULFILLMENT		2,217.50	182.94	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5796	POINTSMITH	HOUSTON	25104	FULFILLMENT		40.00	3.30	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5797	POINTSMITH	HOUSTON	25104	FULFILLMENT		142.26	11.74	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5798	POINTSMITH	HOUSTON	25105	FULFILLMENT		4.85	0.40	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5799	POINTSMITH	HOUSTON	25105	FULFILLMENT		141.53	11.68	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5800	POINTSMITH	HOUSTON	25106	FULFILLMENT		200.99	16.58	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5801	POINTSMITH	HOUSTON	25107	FULFILLMENT		51.06	4.21	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5803	POINTSMITH	HOUSTON	25108	FULFILLMENT		-1,107.55	-91.37	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5802	POINTSMITH	HOUSTON	25108	FULFILLMENT		48.50	4.00	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5804	POINTSMITH	HOUSTON	25109	FULFILLMENT		110.11	9.08	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5806	POINTSMITH	HOUSTON	102610	FULFILLMENT		272.13	22.45	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5807	POINTSMITH	HOUSTON	26102	FULFILLMENT		14.32	1.18	10/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5808	POINTSMITH	HOUSTON	26103	FULFILLMENT		257.72	21.26	10/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5809	POINTSMITH	HOUSTON	26104	FULFILLMENT		25.14	2.07	10/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5810	POINTSMITH	HOUSTON	26105	FULFILLMENT		13.00	1.07	10/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5811	POINTSMITH	HOUSTON	27102	FULFILLMENT		799.82	65.99	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5812	POINTSMITH	HOUSTON	27103	FULFILLMENT		42.10	3.47	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5813	POINTSMITH	HOUSTON	27104	FULFILLMENT		146.28	12.07	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5814	POINTSMITH	HOUSTON	27105	FULFILLMENT		36.14	2.98	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5815	POINTSMITH	HOUSTON	27106	FULFILLMENT		32.50	2.68	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5816	POINTSMITH	HOUSTON	102910	FULFILLMENT		161.10	13.29	10/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5817	POINTSMITH	HOUSTON	28102	FULFILLMENT		8.48	0.70	10/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5819	POINTSMITH	HOUSTON	102910	FULFILLMENT		336.54	27.76	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5820	POINTSMITH	HOUSTON	102910	FULFILLMENT		29.00	2.39	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5818	POINTSMITH	HOUSTON	102910	16021-102110A		535.55	44.18	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5822	POINTSMITH	HOUSTON	29102	FULFILLMENT		1.53	0.13	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5821	POINTSMITH	HOUSTON	29102	FULFILLMENT		107.28	8.85	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5823	POINTSMITH	HOUSTON	29103	FULFILLMENT		29.50	2.43	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5829	POINTSMITH	HOUSTON	101102	FULFILLMENT		68.91	5.69	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5828	POINTSMITH	HOUSTON	101102	FULFILLMENT		90.72	7.48	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5831	POINTSMITH	HOUSTON	101103	FULFILLMENT		-2,322.00	-191.57	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5830	POINTSMITH	HOUSTON	101103	FULFILLMENT		640.47	52.84	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5832	POINTSMITH	HOUSTON	101104	FULFILLMENT		38.49	3.18	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5833	POINTSMITH	HOUSTON	101105	FULFILLMENT		97.50	8.04	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5834	POINTSMITH	HOUSTON	101106	FULFILLMENT		15.43	1.27	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5835	POINTSMITH	HOUSTON	101107	FULFILLMENT		14.00	1.16	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5827	POINTSMITH	HOUSTON	110110	FULFILLMENT		1,309.35	108.02	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5824	POINTSMITH	HOUSTON	2005	FULFILLMENT		1,944.65	160.43	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5825	POINTSMITH	HOUSTON	2774	FULFILLMENT		355.80	29.35	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5826	POINTSMITH	HOUSTON	5432	FULFILLMENT		102.35	8.44	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5836	POINTSMITH	HOUSTON	102102	FULFILLMENT		32.93	2.72	11/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5836	POINTSMITH	HOUSTON	110210	16021-102910D		459.40	37.90	11/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5837	POINTSMITH	HOUSTON	110210	FULFILLMENT		625.63	51.61	11/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5839	POINTSMITH	HOUSTON	110310	16021-110110B		73.10	6.03	11/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5845	POINTSMITH	HOUSTON	105102	FULFILLMENT		488.44	40.30	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5844	POINTSMITH	HOUSTON	105102	FULFILLMENT		237.46	19.59	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5846	POINTSMITH	HOUSTON	105102	FULFILLMENT		140.55	11.60	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5850	POINTSMITH	HOUSTON	105103	FULFILLMENT		36.00	2.97	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5847	POINTSMITH	HOUSTON	105103	FULFILLMENT		65.50	5.40	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5849	POINTSMITH	HOUSTON	105103	FULFILLMENT		19.50	1.61	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5848	POINTSMITH	HOUSTON	105103	FULFILLMENT		42.50	3.51	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5851	POINTSMITH	HOUSTON	105104	FULFILLMENT		45.00	3.71	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5840	POINTSMITH	HOUSTON	110510	16021-102610A		54.66	4.51	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5842	POINTSMITH	HOUSTON	110510	FULFILLMENT		514.73	42.47	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5841	POINTSMITH	HOUSTON	110510	FULFILLMENT		1,342.02	110.72	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5843	POINTSMITH	HOUSTON	110510	FULFILLMENT		474.76	39.17	11/05/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5852	POINTSMITH	HOUSTON	108102	FULFILLMENT		2,810.85	231.90	11/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5853	POINTSMITH	HOUSTON	108103	FULFILLMENT		1,806.04	149.00	11/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5854	POINTSMITH	HOUSTON	108104	FULFILLMENT		242.98	20.05	11/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5855	POINTSMITH	HOUSTON	108105	FULFILLMENT		17.50	1.44	11/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5856	POINTSMITH	HOUSTON	108108	FULFILLMENT		417.33	34.43	11/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5857	POINTSMITH	HOUSTON	108109	FULFILLMENT		114.32	9.43	11/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5858	POINTSMITH	HOUSTON	81010	FULFILLMENT		92.00	7.59	11/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5859	POINTSMITH	HOUSTON	109102	FULFILLMENT		1,718.44	141.77	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5860	POINTSMITH	HOUSTON	109103	FULFILLMENT		2,563.66	211.50	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5861	POINTSMITH	HOUSTON	109104	FULFILLMENT		225.39	18.59	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5862	POINTSMITH	HOUSTON	109105	FULFILLMENT		320.00	26.40	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5863	POINTSMITH	HOUSTON	109106	FULFILLMENT		218.97	18.15	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5864	POINTSMITH	HOUSTON	109107	FULFILLMENT		93.56	7.72	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5865	POINTSMITH	HOUSTON	109108	FULFILLMENT		100.00	8.25	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5867	POINTSMITH	HOUSTON	111210	FULFILLMENT		166.38	13.73	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5868	POINTSMITH	HOUSTON	112102	FULFILLMENT		13.00	1.07	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5869	POINTSMITH	HOUSTON	112103	FULFILLMENT		1,915.87	158.06	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5870	POINTSMITH	HOUSTON	112104	FULFILLMENT		100.84	8.32	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5866	POINTSMITH	HOUSTON	112107	16021-110910C		125.60	10.36	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5871	POINTSMITH	HOUSTON	121106	FULFILLMENT		30.00	2.48	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5873	POINTSMITH	HOUSTON	111510	FULFILLMENT		-60.41	-4.98	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5874	POINTSMITH	HOUSTON	115102	FULFILLMENT		-10.04	-0.83	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
4863H- 5875	POINTSMITH	HOUSTON	115103	FULFILLMENT		-6.50	-0.54	11/15/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5872	POINTSMITH	HOUSTON	115104	16021-111010B		97.75	8.06	11/15/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5876	POINTSMITH	HOUSTON	111910	16021- 111210A		1,667.40	137.56	11/15/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5878	POINTSMITH	HOUSTON	117102	FULFILLMENT		976.87	80.59	11/17/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5879	POINTSMITH	HOUSTON	117103	FULFILLMENT		33.26	2.74	11/17/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5880	POINTSMITH	HOUSTON	117104	FULFILLMENT		53.17	4.39	11/17/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5881	POINTSMITH	HOUSTON	117105	FULFILLMENT		85.26	7.03	11/17/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5882	POINTSMITH	HOUSTON	117106	FULFILLMENT		2.66	0.22	11/17/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5883	POINTSMITH	HOUSTON	117108	FULFILLMENT		1,779.45	146.80	11/17/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5884	POINTSMITH	HOUSTON	117109	FULFILLMENT		839.12	69.23	11/17/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5885	POINTSMITH	HOUSTON	171010	FULFILLMENT		240.50	19.84	11/17/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5877	POINTSMITH	HOUSTON	46751	FULFILLMENT		876.70	72.33	11/17/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5886	POINTSMITH	HOUSTON	111910	FULFILLMENT		201.87	16.65	11/19/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5887	POINTSMITH	HOUSTON	119102	FULFILLMENT		10.63	0.88	11/19/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5888	POINTSMITH	HOUSTON	119103	FULFILLMENT		1,846.50	152.34	11/19/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5889	POINTSMITH	HOUSTON	119106	FULFILLMENT		2,707.54	223.37	11/19/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5890	POINTSMITH	HOUSTON	119107	FULFILLMENT		1,061.10	87.54	11/19/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5891	POINTSMITH	HOUSTON	119108	FULFILLMENT		289.50	23.88	11/19/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5893	POINTSMITH	HOUSTON	112210	FULFILLMENT		1,912.51	157.78	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5895	POINTSMITH	HOUSTON	122102	FULFILLMENT		1,891.75	156.07	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5894	POINTSMITH	HOUSTON	122102	FULFILLMENT		100.66	8.30	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5896	POINTSMITH	HOUSTON	122103	FULFILLMENT		79.90	6.59	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5897	POINTSMITH	HOUSTON	122103	FULFILLMENT		11.44	0.94	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5898	POINTSMITH	HOUSTON	122104	FULFILLMENT		100.15	8.26	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5899	POINTSMITH	HOUSTON	122105	FULFILLMENT		11.87	0.98	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5900	POINTSMITH	HOUSTON	122107	FULFILLMENT		572.99	47.27	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5901	POINTSMITH	HOUSTON	122108	FULFILLMENT		57.61	4.75	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5902	POINTSMITH	HOUSTON	122109	FULFILLMENT		33.50	2.76	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5892	POINTSMITH	HOUSTON	228	FULFILLMENT		44.56	3.68	11/22/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5903	POINTSMITH	HOUSTON	1050	FULFILLMENT		109.49	9.03	11/23/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5904	POINTSMITH	HOUSTON	123102	FULFILLMENT		466.88	38.52	11/23/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5905	POINTSMITH	HOUSTON	123103	FULFILLMENT		24.57	2.03	11/23/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5906	POINTSMITH	HOUSTON	123104	FULFILLMENT		144.60	11.93	11/23/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5907	POINTSMITH	HOUSTON	123105	FULFILLMENT		530.46	43.76	11/23/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5908	POINTSMITH	HOUSTON	123106	FULFILLMENT		75.08	6.19	11/23/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5909	POINTSMITH	HOUSTON	123107	FULFILLMENT		48.50	4.00	11/23/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5910	POINTSMITH	HOUSTON	112410	FULFILLMENT		1,333.34	110.00	11/24/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5911	POINTSMITH	HOUSTON	124102	FULFILLMENT		70.33	5.80	11/24/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5912	POINTSMITH	HOUSTON	124103	FULFILLMENT		23.00	1.90	11/24/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5913	POINTSMITH	HOUSTON	112610	FULFILLMENT		774.00	63.86	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5914	POINTSMITH	HOUSTON	112610	FULFILLMENT		708.44	58.45	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5917	POINTSMITH	HOUSTON	125102	FULFILLMENT		37.29	3.08	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5916	POINTSMITH	HOUSTON	125102	FULFILLMENT		1,351.75	111.52	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5915	POINTSMITH	HOUSTON	125102	FULFILLMENT		19.60	1.62	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5920	POINTSMITH	HOUSTON	125103	FULFILLMENT		40.00	3.30	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5919	POINTSMITH	HOUSTON	125103	FULFILLMENT		36.50	3.01	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5918	POINTSMITH	HOUSTON	125103	FULFILLMENT		62.70	5.17	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5921	POINTSMITH	HOUSTON	125104	FULFILLMENT		818.04	67.49	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5922	POINTSMITH	HOUSTON	125105	FULFILLMENT		93.50	7.71	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5923	POINTSMITH	HOUSTON	125105	FULFILLMENT		632.70	52.20	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5924	POINTSMITH	HOUSTON	125106	FULFILLMENT		166.73	13.76	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5925	POINTSMITH	HOUSTON	125107	FULFILLMENT		41.00	3.38	11/26/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5927	POINTSMITH	HOUSTON	112910	FULFILLMENT		9.60	0.79	11/29/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5928	POINTSMITH	HOUSTON	112910	FULFILLMENT		573.84	47.34	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5929	POINTSMITH	HOUSTON	129102	FULFILLMENT		84.42	6.96	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5928	POINTSMITH	HOUSTON	129102	FULFILLMENT		24.60	2.03	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5931	POINTSMITH	HOUSTON	129103	FULFILLMENT		21.50	1.77	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5930	POINTSMITH	HOUSTON	129103	FULFILLMENT		121.15	9.99	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5932	POINTSMITH	HOUSTON	129104	FULFILLMENT		49.50	4.08	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5933	POINTSMITH	HOUSTON	113010	FULFILLMENT		66.17	5.46	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5935	POINTSMITH	HOUSTON	130102	FULFILLMENT		3.48	0.29	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5936	POINTSMITH	HOUSTON	130103	FULFILLMENT		12.00	0.99	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5937	POINTSMITH	HOUSTON	130104	FULFILLMENT		13.00	1.07	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5934	POINTSMITH	HOUSTON	201304	FULFILLMENT		147.57	12.17	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5938	POINTSMITH	HOUSTON	120210	16021-112910C		223.10	18.41	12/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5939	POINTSMITH	HOUSTON	120210	16021-113010C		249.15	20.55	12/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5940	POINTSMITH	HOUSTON	120310	FULFILLMENT		76.00	6.27	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5941	POINTSMITH	HOUSTON	203102	FULFILLMENT		14.77	1.22	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5942	POINTSMITH	HOUSTON	203102	FULFILLMENT		2,827.10	233.24	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5944	POINTSMITH	HOUSTON	203103	FULFILLMENT		148.78	12.27	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5943	POINTSMITH	HOUSTON	203103	FULFILLMENT		13.00	1.07	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5945	POINTSMITH	HOUSTON	203104	FULFILLMENT		1,240.91	102.39	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5946	POINTSMITH	HOUSTON	203107	FULFILLMENT		428.10	35.32	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5947	POINTSMITH	HOUSTON	120610	16021-112910D		128.60	10.61	12/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5948	POINTSMITH	HOUSTON	205102	FULFILLMENT		3,293.44	271.71	12/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5949	POINTSMITH	HOUSTON	205103	FULFILLMENT		173.34	14.30	12/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5950	POINTSMITH	HOUSTON	205104	FULFILLMENT		180.00	14.85	12/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5951	POINTSMITH	HOUSTON	205105	FULFILLMENT		11.87	0.98	12/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5952	POINTSMITH	HOUSTON	207102	FULFILLMENT		160.06	13.20	12/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5953	POINTSMITH	HOUSTON	207103	FULFILLMENT		35.74	2.95	12/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5954	POINTSMITH	HOUSTON	207104	FULFILLMENT		13.00	1.07	12/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5955	POINTSMITH	HOUSTON	120910	FULFILLMENT		787.20	64.94	12/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5956	POINTSMITH	HOUSTON	209102	FULFILLMENT		185.42	15.30	12/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5957	POINTSMITH	HOUSTON	209103	FULFILLMENT		31.50	2.60	12/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5958	POINTSMITH	HOUSTON	121010	16021-113010E		174.00	14.36	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5959	POINTSMITH	HOUSTON	121010	FULFILLMENT		270.00	22.28	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5960	POINTSMITH	HOUSTON	121010	FULFILLMENT		1,668.07	137.62	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5961	POINTSMITH	HOUSTON	210102	FULFILLMENT		187.97	15.51	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5962	POINTSMITH	HOUSTON	210102	FULFILLMENT		87.81	7.24	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5964	POINTSMITH	HOUSTON	210103	FULFILLMENT		879.20	72.53	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5963	POINTSMITH	HOUSTON	210103	FULFILLMENT		16.50	1.36	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5965	POINTSMITH	HOUSTON	210104	FULFILLMENT		1,695.05	139.84	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5966	POINTSMITH	HOUSTON	210105	FULFILLMENT		1,076.50	88.98	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5967	POINTSMITH	HOUSTON	210106	FULFILLMENT		225.00	18.56	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5968	POINTSMITH	HOUSTON	575	JASCO965 SALE OF SILVER FLAKE		580.00	47.85	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5970	POINTSMITH	HOUSTON	121310	FULFILLMENT		135.28	11.16	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5969	POINTSMITH	HOUSTON	121310	16021-120810B		739.66	61.02	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5973	POINTSMITH	HOUSTON	213102	FULFILLMENT		8,566.74	706.76	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5971	POINTSMITH	HOUSTON	213102	FULFILLMENT		75.39	6.22	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5972	POINTSMITH	HOUSTON	213102	FULFILLMENT		180.72	14.91	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5975	POINTSMITH	HOUSTON	213103	FULFILLMENT		19.50	1.61	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5974	POINTSMITH	HOUSTON	213103	FULFILLMENT		3.97	0.33	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5976	POINTSMITH	HOUSTON	213103	FULFILLMENT		450.89	37.20	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5977	POINTSMITH	HOUSTON	213104	FULFILLMENT		0.96	0.08	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5978	POINTSMITH	HOUSTON	213104	FULFILLMENT		106.50	8.79	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5979	POINTSMITH	HOUSTON	213106	FULFILLMENT		1,734.88	143.13	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5981	POINTSMITH	HOUSTON	213107	FULFILLMENT		528.20	43.58	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5980	POINTSMITH	HOUSTON	213107	FULFILLMENT		1,068.77	88.17	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5982	POINTSMITH	HOUSTON	213108	FULFILLMENT		148.50	12.25	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5983	POINTSMITH	HOUSTON	213108	FULFILLMENT		39.00	3.22	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5984	POINTSMITH	HOUSTON	121410	FULFILLMENT		2,641.62	217.93	12/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5985	POINTSMITH	HOUSTON	214102	FULFILLMENT		138.93	11.47	12/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5986	POINTSMITH	HOUSTON	121510	16021-121310B		434.90	35.88	12/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5988	POINTSMITH	HOUSTON	121610	FULFILLMENT		337.58	27.85	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5989	POINTSMITH	HOUSTON	216103	FULFILLMENT		13.00	1.07	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5987	POINTSMITH	HOUSTON	2585	FULFILLMENT		1,278.15	105.45	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5990	POINTSMITH	HOUSTON	516102	FULFILLMENT		61.00	5.03	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5991	POINTSMITH	HOUSTON	220102	FULFILLMENT		-35.00	-2.89	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5992	POINTSMITH	HOUSTON	220103	FULFILLMENT		-7.44	-0.61	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5993	POINTSMITH	HOUSTON	220104	FULFILLMENT		-6.50	-0.54	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5994	POINTSMITH	HOUSTON	122110	16021-122010A		92.75	7.65	12/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5995	POINTSMITH	HOUSTON	122210	FULFILLMENT		2,352.58	194.10	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5996	POINTSMITH	HOUSTON	222102	FULFILLMENT		123.81	10.21	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5997	POINTSMITH	HOUSTON	222103	FULFILLMENT		34.00	2.81	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5998	POINTSMITH	HOUSTON	222104	FULFILLMENT		1.96	0.16	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5999	POINTSMITH	HOUSTON	222105	FULFILLMENT		1,672.04	137.94	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6000	POINTSMITH	HOUSTON	222106	FULFILLMENT		1,291.57	106.55	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6001	POINTSMITH	HOUSTON	222107	FULFILLMENT		216.50	17.86	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6002	POINTSMITH	HOUSTON	122310	FULFILLMENT		9.36	0.77	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6003	POINTSMITH	HOUSTON	223102	FULFILLMENT		6.50	0.54	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6004	POINTSMITH	HOUSTON	223102	FULFILLMENT		100.13	8.25	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6005	POINTSMITH	HOUSTON	223103	FULFILLMENT		5.27	0.43	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6006	POINTSMITH	HOUSTON	223104	FULFILLMENT		30.00	2.48	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6007	POINTSMITH	HOUSTON	223105	FULFILLMENT		62.30	5.14	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6008	POINTSMITH	HOUSTON	223106	FULFILLMENT		19.50	1.61	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6009	POINTSMITH	HOUSTON	224102	FULFILLMENT		1,922.70	158.52	12/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6010	POINTSMITH	HOUSTON	224103	FULFILLMENT		101.19	8.35	12/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6011	POINTSMITH	HOUSTON	224104	FULFILLMENT		450.83	37.19	12/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6012	POINTSMITH	HOUSTON	224105	FULFILLMENT		58.23	4.80	12/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6013	POINTSMITH	HOUSTON	122710	FULFILLMENT		139.47	11.51	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6014	POINTSMITH	HOUSTON	227102	FULFILLMENT		7.34	0.61	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6015	POINTSMITH	HOUSTON	227102	FULFILLMENT		4,604.62	379.88	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6017	POINTSMITH	HOUSTON	227103	FULFILLMENT		242.35	19.99	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6018	POINTSMITH	HOUSTON	227103	FULFILLMENT		73.88	6.10	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6019	POINTSMITH	HOUSTON	227104	FULFILLMENT		1,039.94	85.80	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6016	POINTSMITH	HOUSTON	227104	FULFILLMENT		235.04	19.39	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6021	POINTSMITH	HOUSTON	227105	FULFILLMENT		200.00	16.50	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6020	POINTSMITH	HOUSTON	227105	FULFILLMENT		32.50	2.68	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6022	POINTSMITH	HOUSTON	227106	FULFILLMENT		100.00	8.25	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6023	POINTSMITH	HOUSTON	227107	FULFILLMENT		257.63	21.25	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6024	POINTSMITH	HOUSTON	227108	FULFILLMENT		7.50	0.62	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6025	POINTSMITH	HOUSTON	230102	FULFILLMENT		130.23	10.74	12/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6026	POINTSMITH	HOUSTON	230103	FULFILLMENT		6.85	0.57	12/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6027	POINTSMITH	HOUSTON	231102	FULFILLMENT		255.10	21.05	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6028	POINTSMITH	HOUSTON	231103	FULFILLMENT		13.42	1.11	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6029	POINTSMITH	HOUSTON	231104	FULFILLMENT		989.62	81.64	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6030	POINTSMITH	HOUSTON	231105	FULFILLMENT		573.61	47.32	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6031	POINTSMITH	HOUSTON	231106	FULFILLMENT		58.50	4.83	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6032	POINTSMITH	HOUSTON	10311	FULFILLMENT		178.18	14.70	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6033	POINTSMITH	HOUSTON	10311	FULFILLMENT		471.29	38.88	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6034	POINTSMITH	HOUSTON	103112	FULFILLMENT		3,084.40	254.46	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6035	POINTSMITH	HOUSTON	103112	FULFILLMENT		24.80	2.05	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6036	POINTSMITH	HOUSTON	103113	FULFILLMENT		15.17	1.25	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6037	POINTSMITH	HOUSTON	103113	FULFILLMENT		156.14	12.88	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6038	POINTSMITH	HOUSTON	103114	FULFILLMENT		2,741.77	226.20	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6039	POINTSMITH	HOUSTON	103114	FULFILLMENT		172.51	14.23	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6040	POINTSMITH	HOUSTON	103115	FULFILLMENT		255.77	21.10	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6041	POINTSMITH	HOUSTON	103115	FULFILLMENT		82.98	6.85	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6042	POINTSMITH	HOUSTON	103116	FULFILLMENT		1,923.55	158.69	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6043	POINTSMITH	HOUSTON	103117	FULFILLMENT		46.01	3.80	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6044	POINTSMITH	HOUSTON	10711	FULFILLMENT		62.60	5.16	01/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6045	POINTSMITH	HOUSTON	107112	FULFILLMENT		1,090.50	89.97	01/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6046	POINTSMITH	HOUSTON	107113	FULFILLMENT		6.50	0.54	01/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6047	POINTSMITH	HOUSTON	163715	FULFILLMENT		106.39	8.78	01/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6048	POINTSMITH	HOUSTON	163716	FULFILLMENT		5.60	0.46	01/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6049	POINTSMITH	HOUSTON	11111	FULFILLMENT		2,876.55	237.32	01/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6050	POINTSMITH	HOUSTON	111112	FULFILLMENT		151.39	12.49	01/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6051	POINTSMITH	HOUSTON	11211	16021-011011A		57.65	4.76	01/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6052	POINTSMITH	HOUSTON	11811	FULFILLMENT		788.15	65.02	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6054	POINTSMITH	HOUSTON	118112	FULFILLMENT		684.34	56.46	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6053	POINTSMITH	HOUSTON	118112	FULFILLMENT		41.46	3.42	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6055	POINTSMITH	HOUSTON	118113	FULFILLMENT		260.00	21.45	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6056	POINTSMITH	HOUSTON	118113	FULFILLMENT		36.03	2.97	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6058	POINTSMITH	HOUSTON	118114	FULFILLMENT		840.00	69.30	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6057	POINTSMITH	HOUSTON	118114	FULFILLMENT		560.08	46.21	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6059	POINTSMITH	HOUSTON	118115	FULFILLMENT		930.78	76.79	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6060	POINTSMITH	HOUSTON	118116	FULFILLMENT		290.50	23.97	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6061	POINTSMITH	HOUSTON	118116	FULFILLMENT		431.00	35.56	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6062	POINTSMITH	HOUSTON	118117	FULFILLMENT		827.59	68.28	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6063	POINTSMITH	HOUSTON	118118	FULFILLMENT		145.50	12.00	01/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6064	POINTSMITH	HOUSTON	12411	16021-011711B		67.75	5.59	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6065	POINTSMITH	HOUSTON	124112	FULFILLMENT		14.71	1.21	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6066	POINTSMITH	HOUSTON	124112	FULFILLMENT		374.19	30.87	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6067	POINTSMITH	HOUSTON	124113	FULFILLMENT		0.77	0.06	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6068	POINTSMITH	HOUSTON	124113	FULFILLMENT		19.69	1.62	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6069	POINTSMITH	HOUSTON	124114	FULFILLMENT		472.75	39.00	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6070	POINTSMITH	HOUSTON	124114	FULFILLMENT		216.96	17.90	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6071	POINTSMITH	HOUSTON	124115	FULFILLMENT		347.90	28.70	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6072	POINTSMITH	HOUSTON	124115	FULFILLMENT		708.92	58.49	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6073	POINTSMITH	HOUSTON	124116	FULFILLMENT		78.00	6.44	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6074	POINTSMITH	HOUSTON	124116	FULFILLMENT		248.14	20.47	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6075	POINTSMITH	HOUSTON	124117	FULFILLMENT		106.50	8.79	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6076	POINTSMITH	HOUSTON	12511	16021-012111D		92.75	7.65	01/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6077	POINTSMITH	HOUSTON	125112	FULFILLMENT		174.94	14.43	01/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6078	POINTSMITH	HOUSTON	125113	FULFILLMENT		9.20	0.76	01/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6079	POINTSMITH	HOUSTON	125114	FULFILLMENT		44.99	3.71	01/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6080	POINTSMITH	HOUSTON	125115	FULFILLMENT		21.08	1.74	01/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6081	POINTSMITH	HOUSTON	125116	FULFILLMENT		18.00	1.49	01/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6082	POINTSMITH	HOUSTON	12611	FULFILLMENT		70.50	5.82	01/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6083	POINTSMITH	HOUSTON	126112	FULFILLMENT		272.28	22.46	01/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6084	POINTSMITH	HOUSTON	126113	FULFILLMENT		18.05	1.49	01/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6085	POINTSMITH	HOUSTON	126114	FULFILLMENT		108.69	8.60	01/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6086	POINTSMITH	HOUSTON	126115	FULFILLMENT		61.35	5.06	01/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6087	POINTSMITH	HOUSTON	126116	FULFILLMENT		6.50	0.54	01/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6088	POINTSMITH	HOUSTON	127112	FULFILLMENT		7.76	0.64	01/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6089	POINTSMITH	HOUSTON	128112	FULFILLMENT		206.13	17.01	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6090	POINTSMITH	HOUSTON	128113	FULFILLMENT		751.59	62.01	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6091	POINTSMITH	HOUSTON	128114	FULFILLMENT		14.92	1.23	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6092	POINTSMITH	HOUSTON	128115	FULFILLMENT		51.19	4.22	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6093	POINTSMITH	HOUSTON	128116	FULFILLMENT		797.48	65.79	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6094	POINTSMITH	HOUSTON	128117	FULFILLMENT		83.30	6.87	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6095	POINTSMITH	HOUSTON	128118	FULFILLMENT		143.75	11.86	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6096	POINTSMITH	HOUSTON	128119	FULFILLMENT		265.16	21.88	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6097	POINTSMITH	HOUSTON	281110	FULFILLMENT		34.50	2.85	01/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6099	POINTSMITH	HOUSTON	13111	FULFILLMENT		5.27	0.43	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6098	POINTSMITH	HOUSTON	13111	FULFILLMENT		1,021.25	84.25	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6101	POINTSMITH	HOUSTON	131112	FULFILLMENT		6.50	0.54	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6100	POINTSMITH	HOUSTON	131112	FULFILLMENT		322.12	26.57	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6102	POINTSMITH	HOUSTON	131112	FULFILLMENT		116.17	9.58	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6103	POINTSMITH	HOUSTON	131113	FULFILLMENT		774.58	63.90	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6104	POINTSMITH	HOUSTON	131113	FULFILLMENT		7,644.06	630.63	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6106	POINTSMITH	HOUSTON	131114	FULFILLMENT		408.43	33.70	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6105	POINTSMITH	HOUSTON	131114	FULFILLMENT		105.00	8.66	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6107	POINTSMITH	HOUSTON	131115	FULFILLMENT		303.80	25.06	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6108	POINTSMITH	HOUSTON	131117	FULFILLMENT		641.58	52.93	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6109	POINTSMITH	HOUSTON	131118	FULFILLMENT		285.26	23.53	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6110	POINTSMITH	HOUSTON	131119	FULFILLMENT		75.00	6.19	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6111	POINTSMITH	HOUSTON	91359	FULFILLMENT		720.18	59.41	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6112	POINTSMITH	HOUSTON	201112	FULFILLMENT		138.94	11.46	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6113	POINTSMITH	HOUSTON	201113	FULFILLMENT		11.69	0.96	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6114	POINTSMITH	HOUSTON	201114	FULFILLMENT		7.94	0.66	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6115	POINTSMITH	HOUSTON	201115	FULFILLMENT		587.52	48.47	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6116	POINTSMITH	HOUSTON	201116	FULFILLMENT		25.00	2.06	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6117	POINTSMITH	HOUSTON	201117	FULFILLMENT		386.80	31.91	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6118	POINTSMITH	HOUSTON	201118	FULFILLMENT		319.77	26.38	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6119	POINTSMITH	HOUSTON	201119	FULFILLMENT		40.00	3.30	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6120	POINTSMITH	HOUSTON	20211	FULFILLMENT		80.00	6.60	02/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6121	POINTSMITH	HOUSTON	202112	FULFILLMENT		25.05	2.07	02/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6122	POINTSMITH	HOUSTON	202113	FULFILLMENT		11.50	0.95	02/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6123	POINTSMITH	HOUSTON	20311	16021-013111A		148.90	12.28	02/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6124	POINTSMITH	HOUSTON	20311	FULFILLMENT		552.65	45.59	02/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6126	POINTSMITH	HOUSTON	203112	FULFILLMENT		166.67	13.75	02/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6125	POINTSMITH	HOUSTON	203112	FULFILLMENT		177.72	14.66	02/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6127	POINTSMITH	HOUSTON	203113	FULFILLMENT		25.50	2.19	02/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6128	POINTSMITH	HOUSTON	203113	FULFILLMENT		38.20	3.15	02/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6129	POINTSMITH	HOUSTON	203114	FULFILLMENT		21.50	1.77	02/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6130	POINTSMITH	HOUSTON	20411	FULFILLMENT		12.09	1.00	02/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6131	POINTSMITH	HOUSTON	204112	FULFILLMENT		6.50	0.54	02/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6132	POINTSMITH	HOUSTON	208112	FULFILLMENT		6.79	0.56	02/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6133	POINTSMITH	HOUSTON	208113	FULFILLMENT		6.50	0.54	02/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6134	POINTSMITH	HOUSTON	209112	FULFILLMENT		28.29	2.33	02/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6135	POINTSMITH	HOUSTON	209113	FULFILLMENT		18.00	1.49	02/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6136	POINTSMITH	HOUSTON	21011	FULFILLMENT		310.51	25.62	02/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 6137	POINTSMITH	HOUSTON	21011	FULFILLMENT		9.83	0.81	02/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6139	POINTSMITH	HOUSTON	210112	FULFILLMENT		6.50	0.54	02/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6138	POINTSMITH	HOUSTON	210112	FULFILLMENT		33.00	2.72	02/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6140	POINTSMITH	HOUSTON	21111	16021-021011E		251.20	20.72	02/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6141	POINTSMITH	HOUSTON	215112	FULFILLMENT		170.00	14.03	02/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6142	POINTSMITH	HOUSTON	215113	FULFILLMENT		13.47	1.11	02/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6143	POINTSMITH	HOUSTON	215114	FULFILLMENT		6.50	0.54	02/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6144	POINTSMITH	HOUSTON	21611	FULFILLMENT		723.71	59.71	02/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6145	POINTSMITH	HOUSTON	216112	FULFILLMENT		38.09	3.14	02/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6146	POINTSMITH	HOUSTON	216113	FULFILLMENT		227.99	18.81	02/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6147	POINTSMITH	HOUSTON	216114	FULFILLMENT		65.05	5.37	02/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6148	POINTSMITH	HOUSTON	21811	FULFILLMENT		138.87	11.46	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6150	POINTSMITH	HOUSTON	218112	FULFILLMENT		6.50	0.54	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6151	POINTSMITH	HOUSTON	218112	FULFILLMENT		1,032.50	85.18	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6149	POINTSMITH	HOUSTON	218112	FULFILLMENT		981.05	80.94	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6153	POINTSMITH	HOUSTON	218113	FULFILLMENT		66.33	5.47	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6152	POINTSMITH	HOUSTON	218113	FULFILLMENT		51.63	4.26	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6155	POINTSMITH	HOUSTON	218114	FULFILLMENT		57.83	4.77	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6154	POINTSMITH	HOUSTON	218114	FULFILLMENT		123.04	10.15	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6156	POINTSMITH	HOUSTON	218115	FULFILLMENT		40.42	3.33	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6157	POINTSMITH	HOUSTON	218115	FULFILLMENT		16.20	1.34	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6158	POINTSMITH	HOUSTON	218116	FULFILLMENT		105.00	8.66	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6159	POINTSMITH	HOUSTON	218117	FULFILLMENT		3,496.87	288.49	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6160	POINTSMITH	HOUSTON	218118	FULFILLMENT		662.00	54.62	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6161	POINTSMITH	HOUSTON	218119	FULFILLMENT		311.50	25.70	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6162	POINTSMITH	HOUSTON	222112	FULFILLMENT		301.29	24.85	02/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6163	POINTSMITH	HOUSTON	222113	FULFILLMENT		15.85	1.31	02/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6164	POINTSMITH	HOUSTON	222114	FULFILLMENT		1,792.98	147.92	02/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6165	POINTSMITH	HOUSTON	222115	FULFILLMENT		555.11	45.80	02/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6166	POINTSMITH	HOUSTON	222116	FULFILLMENT		124.50	10.27	02/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6167	POINTSMITH	HOUSTON	223112	FULFILLMENT		-37.05	-3.06	02/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6795	POINTSMITH	HOUSTON		FULFILLMENT		113.10	9.33	02/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6170	POINTSMITH	HOUSTON	22511	FULFILLMENT		14.93	1.23	02/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6169	POINTSMITH	HOUSTON	22511	FULFILLMENT		90.00	7.43	02/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6172	POINTSMITH	HOUSTON	225112	FULFILLMENT		35.19	2.90	02/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6173	POINTSMITH	HOUSTON	225112	FULFILLMENT		6.50	0.54	02/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6174	POINTSMITH	HOUSTON	225113	FULFILLMENT		18.00	1.49	02/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6168	POINTSMITH	HOUSTON	47973	16021-020311A		90.30	7.45	02/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6171	POINTSMITH	HOUSTON	47974	FULFILLMENT		24.75	2.04	02/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6175	POINTSMITH	HOUSTON	228112	FULFILLMENT		1,017.89	83.98	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6176	POINTSMITH	HOUSTON	228113	FULFILLMENT		53.59	4.42	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6177	POINTSMITH	HOUSTON	228114	FULFILLMENT		85.90	7.09	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6178	POINTSMITH	HOUSTON	228115	FULFILLMENT		1,296.19	106.94	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6179	POINTSMITH	HOUSTON	228116	FULFILLMENT		16.34	1.35	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6180	POINTSMITH	HOUSTON	228117	FULFILLMENT		-113.10	-9.33	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6181	POINTSMITH	HOUSTON	228118	FULFILLMENT		1,833.89	151.30	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6182	POINTSMITH	HOUSTON	228119	FULFILLMENT		545.43	45.00	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6183	POINTSMITH	HOUSTON	281110	FULFILLMENT		143.50	11.84	02/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6185	POINTSMITH	HOUSTON	30111	FULFILLMENT		52.28	4.31	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6184	POINTSMITH	HOUSTON	30111	FULFILLMENT		11.00	0.91	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6187	POINTSMITH	HOUSTON	301112	FULFILLMENT		2.75	0.23	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6186	POINTSMITH	HOUSTON	301112	FULFILLMENT		206.96	17.07	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6188	POINTSMITH	HOUSTON	301113	FULFILLMENT		9.28	0.77	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6189	POINTSMITH	HOUSTON	301113	FULFILLMENT		177.00	14.60	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6190	POINTSMITH	HOUSTON	301114	FULFILLMENT		44.99	3.71	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6191	POINTSMITH	HOUSTON	301114	FULFILLMENT		21.32	1.76	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6193	POINTSMITH	HOUSTON	301115	FULFILLMENT		13.00	1.07	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6192	POINTSMITH	HOUSTON	301115	FULFILLMENT		78.18	6.45	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6194	POINTSMITH	HOUSTON	301116	FULFILLMENT		85.00	7.01	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6195	POINTSMITH	HOUSTON	30311	FULFILLMENT		9.02	0.74	03/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6196	POINTSMITH	HOUSTON	303112	FULFILLMENT		6.50	0.54	03/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6197	POINTSMITH	HOUSTON	30411	FULFILLMENT		50.00	4.13	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6198	POINTSMITH	HOUSTON	30411	FULFILLMENT		120.00	9.90	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6199	POINTSMITH	HOUSTON	304112	FULFILLMENT		375.36	30.97	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6201	POINTSMITH	HOUSTON	304112	FULFILLMENT		97.43	8.04	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6200	POINTSMITH	HOUSTON	304112	FULFILLMENT		105.94	8.74	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6203	POINTSMITH	HOUSTON	304113	FULFILLMENT		11.50	0.95	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6204	POINTSMITH	HOUSTON	304113	FULFILLMENT		5.13	0.42	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6202	POINTSMITH	HOUSTON	304113	FULFILLMENT		129.00	10.64	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6205	POINTSMITH	HOUSTON	304114	FULFILLMENT		947.71	78.19	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6206	POINTSMITH	HOUSTON	304115	FULFILLMENT		225.54	18.61	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6207	POINTSMITH	HOUSTON	307112	FULFILLMENT		126.71	10.45	03/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6208	POINTSMITH	HOUSTON	307112	FULFILLMENT		304.80	25.15	03/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6210	POINTSMITH	HOUSTON	307113	FULFILLMENT		27.28	2.25	03/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6209	POINTSMITH	HOUSTON	307113	FULFILLMENT		6.67	0.55	03/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6211	POINTSMITH	HOUSTON	307114	FULFILLMENT		1,634.80	134.87	03/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6212	POINTSMITH	HOUSTON	307114	FULFILLMENT		13.00	1.07	03/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6213	POINTSMITH	HOUSTON	307115	FULFILLMENT		449.84	37.11	03/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6214	POINTSMITH	HOUSTON	31111	FULFILLMENT		2,473.02	204.02	03/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6215	POINTSMITH	HOUSTON	311112	FULFILLMENT		130.16	10.74	03/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6216	POINTSMITH	HOUSTON	31411	FULFILLMENT		893.01	73.67	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6217	POINTSMITH	HOUSTON	314112	FULFILLMENT		1,542.20	127.23	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6218	POINTSMITH	HOUSTON	314113	FULFILLMENT		128.16	10.57	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6219	POINTSMITH	HOUSTON	314114	FULFILLMENT		774.99	63.94	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6220	POINTSMITH	HOUSTON	314115	FULFILLMENT		2,114.70	174.46	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6221	POINTSMITH	HOUSTON	314115	FULFILLMENT		17.75	1.46	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6222	POINTSMITH	HOUSTON	314117	FULFILLMENT		1,297.28	107.03	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6223	POINTSMITH	HOUSTON	314118	FULFILLMENT		1,391.13	114.77	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6224	POINTSMITH	HOUSTON	314119	FULFILLMENT		290.00	23.93	03/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6225	POINTSMITH	HOUSTON	31511	FULFILLMENT		23.28	1.92	03/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6226	POINTSMITH	HOUSTON	315112	FULFILLMENT		1.22	0.10	03/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6227	POINTSMITH	HOUSTON	315113	FULFILLMENT		1,192.41	98.37	03/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6228	POINTSMITH	HOUSTON	315114	FULFILLMENT		17.64	1.46	03/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6229	POINTSMITH	HOUSTON	315115	FULFILLMENT		102.22	8.43	03/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6230	POINTSMITH	HOUSTON	315116	FULFILLMENT		574.74	47.42	03/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6231	POINTSMITH	HOUSTON	315117	FULFILLMENT		80.00	6.60	03/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6240	POINTSMITH	HOUSTON	221110	FULFILLMENT		1,321.31	109.01	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6241	POINTSMITH	HOUSTON	221111	FULFILLMENT		241.50	19.92	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6232	POINTSMITH	HOUSTON	322112	FULFILLMENT		287.99	23.76	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6233	POINTSMITH	HOUSTON	322113	FULFILLMENT		9.98	0.82	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6234	POINTSMITH	HOUSTON	322114	FULFILLMENT		15.68	1.29	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6235	POINTSMITH	HOUSTON	322115	FULFILLMENT		8.72	0.72	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6236	POINTSMITH	HOUSTON	322116	FULFILLMENT		62.72	5.17	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6237	POINTSMITH	HOUSTON	322117	FULFILLMENT		6.52	0.54	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6238	POINTSMITH	HOUSTON	322118	FULFILLMENT		229.58	18.94	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6239	POINTSMITH	HOUSTON	322119	FULFILLMENT		1,006.36	83.02	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6243	POINTSMITH	HOUSTON	483282	FULFILLMENT		147.50	12.17	03/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6242	POINTSMITH	HOUSTON	48383	FULFILLMENT		452.26	37.31	03/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6245	POINTSMITH	HOUSTON	32511	FULFILLMENT		562.70	46.42	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6244	POINTSMITH	HOUSTON	32511	FULFILLMENT		157.09	12.96	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6247	POINTSMITH	HOUSTON	325112	FULFILLMENT		105.00	8.66	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6246	POINTSMITH	HOUSTON	325112	FULFILLMENT		8.27	0.68	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6248	POINTSMITH	HOUSTON	325113	FULFILLMENT		540.20	44.57	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6249	POINTSMITH	HOUSTON	325114	FULFILLMENT		49.84	4.11	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6250	POINTSMITH	HOUSTON	325115	FULFILLMENT		13.00	1.07	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6262	POINTSMITH	HOUSTON	281110	FULFILLMENT		86.00	7.10	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6251	POINTSMITH	HOUSTON	32811	FULFILLMENT		118.36	9.76	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6252	POINTSMITH	HOUSTON	328112	FULFILLMENT		47.30	3.90	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6253	POINTSMITH	HOUSTON	328112	FULFILLMENT		510.35	42.10	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6255	POINTSMITH	HOUSTON	328113	FULFILLMENT		914.52	75.46	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6254	POINTSMITH	HOUSTON	328113	FULFILLMENT		23.00	1.90	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6256	POINTSMITH	HOUSTON	328114	FULFILLMENT		12.08	1.00	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6257	POINTSMITH	HOUSTON	328115	FULFILLMENT		75.65	6.24	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6258	POINTSMITH	HOUSTON	328116	FULFILLMENT		1,371.90	113.18	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6259	POINTSMITH	HOUSTON	328117	FULFILLMENT		404.00	33.33	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6260	POINTSMITH	HOUSTON	328118	FULFILLMENT		25.10	2.07	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6261	POINTSMITH	HOUSTON	328119	FULFILLMENT		216.19	17.84	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6272	POINTSMITH	HOUSTON	291110	FULFILLMENT		28.00	2.31	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6263	POINTSMITH	HOUSTON	32911	FULFILLMENT		-2.85	-0.24	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6264	POINTSMITH	HOUSTON	329112	FULFILLMENT		1,408.64	116.21	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6265	POINTSMITH	HOUSTON	329113	FULFILLMENT		3,834.18	316.32	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6266	POINTSMITH	HOUSTON	329114	FULFILLMENT		275.92	22.76	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6267	POINTSMITH	HOUSTON	329115	FULFILLMENT		612.98	50.57	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6268	POINTSMITH	HOUSTON	329116	FULFILLMENT		100.00	8.25	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6269	POINTSMITH	HOUSTON	329117	FULFILLMENT		8.74	0.72	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6270	POINTSMITH	HOUSTON	329118	FULFILLMENT		117.00	9.65	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6271	POINTSMITH	HOUSTON	329119	FULFILLMENT		67.36	5.56	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6273	POINTSMITH	HOUSTON	33111	FULFILLMENT		26.00	2.15	03/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6274	POINTSMITH	HOUSTON	40111	FULFILLMENT		1,958.49	161.58	04/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6275	POINTSMITH	HOUSTON	401112	FULFILLMENT		66.00	5.45	04/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6276	POINTSMITH	HOUSTON	404112	FULFILLMENT		1,418.04	116.99	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6277	POINTSMITH	HOUSTON	404113	FULFILLMENT		30.09	2.48	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6278	POINTSMITH	HOUSTON	404114	FULFILLMENT		16.54	1.36	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6279	POINTSMITH	HOUSTON	404115	FULFILLMENT		77.07	6.36	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6280	POINTSMITH	HOUSTON	404116	FULFILLMENT		21.96	1.81	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6281	POINTSMITH	HOUSTON	404117	FULFILLMENT		347.40	28.66	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6282	POINTSMITH	HOUSTON	404118	FULFILLMENT		11.98	0.99	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6283	POINTSMITH	HOUSTON	404119	FULFILLMENT		590.90	48.75	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6284	POINTSMITH	HOUSTON	41110	FULFILLMENT		255.81	21.10	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6285	POINTSMITH	HOUSTON	41111	FULFILLMENT		100.00	8.25	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6286	POINTSMITH	HOUSTON	405112	FULFILLMENT		2.94	0.24	04/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6287	POINTSMITH	HOUSTON	405113	FULFILLMENT		1,921.75	158.54	04/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6288	POINTSMITH	HOUSTON	405114	FULFILLMENT		156.82	12.94	04/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6289	POINTSMITH	HOUSTON	405115	FULFILLMENT		71.00	5.86	04/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6290	POINTSMITH	HOUSTON	40711	FULFILLMENT		34.19	2.82	04/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6291	POINTSMITH	HOUSTON	407112	FULFILLMENT		254.70	21.01	04/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6292	POINTSMITH	HOUSTON	407113	FULFILLMENT		39.00	3.22	04/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6293	POINTSMITH	HOUSTON	40811	FULFILLMENT		717.46	59.19	04/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6294	POINTSMITH	HOUSTON	408112	FULFILLMENT		1,049.85	86.61	04/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5295	POINTSMITH	HOUSTON	408113	FULFILLMENT		111.50	9.20	04/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5296	POINTSMITH	HOUSTON	41111	FULFILLMENT		89.98	7.42	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5297	POINTSMITH	HOUSTON	41111	FULFILLMENT		9.21	0.76	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5298	POINTSMITH	HOUSTON	411112	FULFILLMENT		637.05	52.56	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5299	POINTSMITH	HOUSTON	411112	FULFILLMENT		6.50	0.54	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5300	POINTSMITH	HOUSTON	411113	FULFILLMENT		119.00	9.82	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5301	POINTSMITH	HOUSTON	41411	FULFILLMENT		6.50	0.54	04/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5302	POINTSMITH	HOUSTON	41811	FULFILLMENT		193.25	15.94	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5303	POINTSMITH	HOUSTON	418112	FULFILLMENT		10.17	0.84	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5304	POINTSMITH	HOUSTON	418113	FULFILLMENT		629.15	51.90	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5305	POINTSMITH	HOUSTON	418114	FULFILLMENT		119.00	9.82	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5306	POINTSMITH	HOUSTON	418115	FULFILLMENT		2,034.26	167.83	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5307	POINTSMITH	HOUSTON	418116	FULFILLMENT		435.70	35.95	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5308	POINTSMITH	HOUSTON	418117	FULFILLMENT		208.50	17.20	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5309	POINTSMITH	HOUSTON	41911	FULFILLMENT		550.90	45.45	04/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5310	POINTSMITH	HOUSTON	419112	FULFILLMENT		1,020.72	84.21	04/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5311	POINTSMITH	HOUSTON	419113	FULFILLMENT		82.72	6.82	04/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5312	POINTSMITH	HOUSTON	419114	FULFILLMENT		586.77	48.41	04/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5313	POINTSMITH	HOUSTON	419115	FULFILLMENT		390.00	32.18	04/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5314	POINTSMITH	HOUSTON	419116	FULFILLMENT		91.29	7.53	04/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5315	POINTSMITH	HOUSTON	419117	FULFILLMENT		32.50	2.68	04/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5316	POINTSMITH	HOUSTON	42011	FULFILLMENT		100.00	8.25	04/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5317	POINTSMITH	HOUSTON	420112	FULFILLMENT		85.62	7.06	04/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5318	POINTSMITH	HOUSTON	420113	FULFILLMENT		6.50	0.54	04/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5319	POINTSMITH	HOUSTON	42211	FULFILLMENT		9.98	0.82	04/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5320	POINTSMITH	HOUSTON	42211	FULFILLMENT		178.91	14.84	04/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5321	POINTSMITH	HOUSTON	422112	FULFILLMENT		6.50	0.54	04/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5322	POINTSMITH	HOUSTON	422112	FULFILLMENT		0.52	0.04	04/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5323	POINTSMITH	HOUSTON	426111	FULFILLMENT		177.40	14.64	04/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5324	POINTSMITH	HOUSTON	426112	FULFILLMENT		9.35	0.77	04/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5325	POINTSMITH	HOUSTON	426113	FULFILLMENT		4.23	0.35	04/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5326	POINTSMITH	HOUSTON	426114	FULFILLMENT		0.98	0.08	04/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5327	POINTSMITH	HOUSTON	426115	FULFILLMENT		663.60	54.75	04/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5328	POINTSMITH	HOUSTON	426116	FULFILLMENT		84.49	6.97	04/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5329	POINTSMITH	HOUSTON	426117	FULFILLMENT		71.00	5.86	04/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5330	POINTSMITH	HOUSTON	427112	FULFILLMENT		1,288.76	106.32	04/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5331	POINTSMITH	HOUSTON	427113	FULFILLMENT		67.83	5.60	04/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5332	POINTSMITH	HOUSTON	427114	FULFILLMENT		773.08	63.78	04/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5333	POINTSMITH	HOUSTON	427115	FULFILLMENT		71.01	5.86	04/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5334	POINTSMITH	HOUSTON	164925	FULFILLMENT		409.16	33.76	04/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5335	POINTSMITH	HOUSTON	42911	FULFILLMENT		9.98	0.82	04/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5336	POINTSMITH	HOUSTON	429112	FULFILLMENT		0.52	0.04	04/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5337	POINTSMITH	HOUSTON	429113	FULFILLMENT		319.54	26.36	04/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5338	POINTSMITH	HOUSTON	429114	FULFILLMENT		19.00	1.57	04/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5339	POINTSMITH	HOUSTON	429115	FULFILLMENT		260.40	21.48	04/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5340	POINTSMITH	HOUSTON	429116	FULFILLMENT		359.66	29.67	04/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5341	POINTSMITH	HOUSTON	429117	FULFILLMENT		27.00	2.23	04/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5349	POINTSMITH	HOUSTON	21110	FULFILLMENT		2,155.25	177.81	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5350	POINTSMITH	HOUSTON	21111	FULFILLMENT		152.00	12.54	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5342	POINTSMITH	HOUSTON	502112	FULFILLMENT		419.98	34.65	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5343	POINTSMITH	HOUSTON	502113	FULFILLMENT		390.85	32.25	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5344	POINTSMITH	HOUSTON	502114	FULFILLMENT		19.96	1.65	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5345	POINTSMITH	HOUSTON	502115	FULFILLMENT		43.71	3.61	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6346	POINTSMITH	HOUSTON	502116	FULFILLMENT		1,125.85	92.88	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6347	POINTSMITH	HOUSTON	502117	FULFILLMENT		-80.30	-6.62	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6348	POINTSMITH	HOUSTON	502119	FULFILLMENT		272.99	22.52	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6351	POINTSMITH	HOUSTON	50311	FULFILLMENT		242.37	20.00	05/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6352	POINTSMITH	HOUSTON	503112	FULFILLMENT		123.98	10.23	05/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6353	POINTSMITH	HOUSTON	503113	FULFILLMENT		19.28	1.59	05/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6354	POINTSMITH	HOUSTON	503114	FULFILLMENT		310.00	25.58	05/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6355	POINTSMITH	HOUSTON	503115	FULFILLMENT		423.25	34.92	05/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6357	POINTSMITH	HOUSTON	503116	FULFILLMENT		62.61	5.17	05/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6356	POINTSMITH	HOUSTON	503117	FULFILLMENT		19.50	1.61	05/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6358	POINTSMITH	HOUSTON	504112	FULFILLMENT		-35.93	-2.96	05/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6359	POINTSMITH	HOUSTON	49049	FULFILLMENT		57.00	4.70	05/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6360	POINTSMITH	HOUSTON	509112	FULFILLMENT		1,934.02	159.56	05/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6361	POINTSMITH	HOUSTON	509113	FULFILLMENT		19.48	1.61	05/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6362	POINTSMITH	HOUSTON	509114	FULFILLMENT		102.82	8.48	05/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6363	POINTSMITH	HOUSTON	509115	FULFILLMENT		373.75	30.83	05/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6364	POINTSMITH	HOUSTON	509116	FULFILLMENT		86.30	7.12	05/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6365	POINTSMITH	HOUSTON	509117	FULFILLMENT		72.50	5.98	05/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6366	POINTSMITH	HOUSTON	510112	FULFILLMENT		346.04	28.55	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6367	POINTSMITH	HOUSTON	510113	FULFILLMENT		18.21	1.50	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6368	POINTSMITH	HOUSTON	510114	FULFILLMENT		215.50	17.78	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6369	POINTSMITH	HOUSTON	510115	FULFILLMENT		1.67	0.14	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6370	POINTSMITH	HOUSTON	510116	FULFILLMENT		222.96	18.39	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6371	POINTSMITH	HOUSTON	510117	FULFILLMENT		68.76	5.67	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6372	POINTSMITH	HOUSTON	510118	FULFILLMENT		40.50	3.34	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6373	POINTSMITH	HOUSTON	1952	FULFILLMENT		52.24	4.31	05/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6374	POINTSMITH	HOUSTON	222321	FULFILLMENT		665.00	54.86	05/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6375	POINTSMITH	HOUSTON	222322	FULFILLMENT		1,217.21	100.42	05/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6376	POINTSMITH	HOUSTON	222323	FULFILLMENT		50.00	4.13	05/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6377	POINTSMITH	HOUSTON	51911	FULFILLMENT		241.04	19.89	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6378	POINTSMITH	HOUSTON	519112	FULFILLMENT		29.46	2.43	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6379	POINTSMITH	HOUSTON	519113	FULFILLMENT		14.22	1.17	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6380	POINTSMITH	HOUSTON	519114	FULFILLMENT		215.00	17.74	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6381	POINTSMITH	HOUSTON	519115	FULFILLMENT		1.11	0.09	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6382	POINTSMITH	HOUSTON	519116	FULFILLMENT		1,503.18	124.01	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6383	POINTSMITH	HOUSTON	519117	FULFILLMENT		1,654.27	136.48	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6384	POINTSMITH	HOUSTON	519118	FULFILLMENT		203.50	16.79	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6385	POINTSMITH	HOUSTON	4961	FULFILLMENT		100.50	8.29	05/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6386	POINTSMITH	HOUSTON	520112	FULFILLMENT		853.61	70.42	05/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6387	POINTSMITH	HOUSTON	520113	FULFILLMENT		44.93	3.71	05/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6388	POINTSMITH	HOUSTON	520114	FULFILLMENT		266.20	21.96	05/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6389	POINTSMITH	HOUSTON	520115	FULFILLMENT		310.99	25.66	05/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6390	POINTSMITH	HOUSTON	523112	FULFILLMENT		443.97	36.63	05/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6391	POINTSMITH	HOUSTON	523113	FULFILLMENT		3,559.76	293.68	05/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6392	POINTSMITH	HOUSTON	523114	FULFILLMENT		210.71	17.38	05/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6393	POINTSMITH	HOUSTON	523115	FULFILLMENT		137.58	11.35	05/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6394	POINTSMITH	HOUSTON	523116	FULFILLMENT		10.48	0.86	05/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6395	POINTSMITH	HOUSTON	523117	FULFILLMENT		260.09	21.46	05/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6396	POINTSMITH	HOUSTON	523118	FULFILLMENT		138.07	11.39	05/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6397	POINTSMITH	HOUSTON	523119	FULFILLMENT		48.50	4.00	05/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6398	POINTSMITH	HOUSTON	52411	FULFILLMENT		142.03	11.72	05/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6399	POINTSMITH	HOUSTON	524112	FULFILLMENT		7.48	0.62	05/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6400	POINTSMITH	HOUSTON	118030	FULFILLMENT		145.67	12.02	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 6415	POINTSMITH	HOUSTON	311110	FULFILLMENT		126.50	10.44	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6401	POINTSMITH	HOUSTON	49369	16021-051311E		225.15	18.57	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6402	POINTSMITH	HOUSTON	53111	FULFILLMENT		789.47	65.13	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6417	POINTSMITH	HOUSTON	531112	FULFILLMENT		1,031.11	85.07	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6403	POINTSMITH	HOUSTON	531112	FULFILLMENT		29.94	2.47	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6404	POINTSMITH	HOUSTON	531113	FULFILLMENT		43.12	3.56	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6405	POINTSMITH	HOUSTON	531113	FULFILLMENT		6,119.74	504.88	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6406	POINTSMITH	HOUSTON	531114	FULFILLMENT		417.50	34.44	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6407	POINTSMITH	HOUSTON	531114	FULFILLMENT		57.98	4.78	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6409	POINTSMITH	HOUSTON	531115	FULFILLMENT		379.42	31.30	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6408	POINTSMITH	HOUSTON	531115	FULFILLMENT		344.48	28.42	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6410	POINTSMITH	HOUSTON	531116	FULFILLMENT		97.48	8.04	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6411	POINTSMITH	HOUSTON	531116	FULFILLMENT		159.90	13.19	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6412	POINTSMITH	HOUSTON	531117	FULFILLMENT		27.00	2.23	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6413	POINTSMITH	HOUSTON	531117	FULFILLMENT		273.50	22.56	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6414	POINTSMITH	HOUSTON	531118	FULFILLMENT		991.38	81.79	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6415	POINTSMITH	HOUSTON	531119	FULFILLMENT		199.18	16.43	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6418	POINTSMITH	HOUSTON	116763	FULFILLMENT		6.50	0.54	06/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6420	POINTSMITH	HOUSTON	16494	FULFILLMENT		65.19	5.38	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6421	POINTSMITH	HOUSTON	61311	FULFILLMENT		2,309.26	190.51	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6419	POINTSMITH	HOUSTON	61311	16021-060111A		134.12	11.06	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6422	POINTSMITH	HOUSTON	613112	FULFILLMENT		1,181.05	97.44	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6423	POINTSMITH	HOUSTON	613113	FULFILLMENT		183.68	15.15	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6424	POINTSMITH	HOUSTON	613114	FULFILLMENT		425.26	35.08	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6425	POINTSMITH	HOUSTON	613115	FULFILLMENT		129.50	10.68	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6426	POINTSMITH	HOUSTON	613116	FULFILLMENT		1,304.38	107.61	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6427	POINTSMITH	HOUSTON	613117	FULFILLMENT		403.65	33.30	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6428	POINTSMITH	HOUSTON	613118	FULFILLMENT		120.50	9.94	06/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6429	POINTSMITH	HOUSTON	614112	FULFILLMENT		727.20	59.99	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6430	POINTSMITH	HOUSTON	614113	FULFILLMENT		376.34	31.05	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6431	POINTSMITH	HOUSTON	614114	FULFILLMENT		9.98	0.82	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6432	POINTSMITH	HOUSTON	614115	FULFILLMENT		58.60	4.83	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6433	POINTSMITH	HOUSTON	614116	FULFILLMENT		298.50	24.63	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6434	POINTSMITH	HOUSTON	614117	FULFILLMENT		133.47	11.01	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6435	POINTSMITH	HOUSTON	614118	FULFILLMENT		309.55	25.54	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6436	POINTSMITH	HOUSTON	614119	FULFILLMENT		19.50	1.61	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6437	POINTSMITH	HOUSTON	615112	FULFILLMENT		-65.19	-5.38	06/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6438	POINTSMITH	HOUSTON	622112	FULFILLMENT		378.21	31.20	06/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6439	POINTSMITH	HOUSTON	622113	FULFILLMENT		9.98	0.82	06/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6440	POINTSMITH	HOUSTON	622114	FULFILLMENT		20.44	1.69	06/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6441	POINTSMITH	HOUSTON	622115	FULFILLMENT		99.50	8.21	06/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6442	POINTSMITH	HOUSTON	622116	FULFILLMENT		244.00	20.13	06/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6443	POINTSMITH	HOUSTON	622117	FULFILLMENT		427.72	35.29	06/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6444	POINTSMITH	HOUSTON	622118	FULFILLMENT		294.61	24.31	06/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6445	POINTSMITH	HOUSTON	622119	FULFILLMENT		129.50	10.68	06/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6446	POINTSMITH	HOUSTON	62711	16021-062111A		75.81	6.25	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6447	POINTSMITH	HOUSTON	627112	FULFILLMENT		649.45	53.58	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6448	POINTSMITH	HOUSTON	627113	FULFILLMENT		19.95	1.65	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6449	POINTSMITH	HOUSTON	627114	FULFILLMENT		35.23	2.91	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6450	POINTSMITH	HOUSTON	627115	FULFILLMENT		5.70	0.47	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6451	POINTSMITH	HOUSTON	627116	FULFILLMENT		172.80	14.26	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6452	POINTSMITH	HOUSTON	627117	FULFILLMENT		48.84	4.03	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6453	POINTSMITH	HOUSTON	627118	FULFILLMENT		33.50	2.76	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6454	POINTSMITH	HOUSTON	630112	FULFILLMENT		831.35	68.59	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6455	POINTSMITH	HOUSTON	630113	FULFILLMENT		39.92	3.29	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6456	POINTSMITH	HOUSTON	630114	FULFILLMENT		45.63	3.78	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6457	POINTSMITH	HOUSTON	630115	FULFILLMENT		475.00	39.19	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6458	POINTSMITH	HOUSTON	630116	FULFILLMENT		994.69	82.08	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6459	POINTSMITH	HOUSTON	630117	FULFILLMENT		171.07	14.11	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6460	POINTSMITH	HOUSTON	630118	FULFILLMENT		78.50	6.48	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6461	POINTSMITH	HOUSTON	701112	FULFILLMENT		570.37	47.06	07/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6462	POINTSMITH	HOUSTON	701113	FULFILLMENT		30.02	2.48	07/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6463	POINTSMITH	HOUSTON	701114	FULFILLMENT		694.42	57.29	07/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6464	POINTSMITH	HOUSTON	701115	FULFILLMENT		385.11	31.77	07/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6465	POINTSMITH	HOUSTON	70511	FULFILLMENT		1,367.17	112.79	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6466	POINTSMITH	HOUSTON	705112	FULFILLMENT		224.62	18.53	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6467	POINTSMITH	HOUSTON	705113	FULFILLMENT		9.98	0.82	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6468	POINTSMITH	HOUSTON	705114	FULFILLMENT		84.30	6.95	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6469	POINTSMITH	HOUSTON	705115	FULFILLMENT		734.75	60.62	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6470	POINTSMITH	HOUSTON	705117	FULFILLMENT		416.11	34.33	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6471	POINTSMITH	HOUSTON	705118	FULFILLMENT		138.80	11.45	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6472	POINTSMITH	HOUSTON	705119	FULFILLMENT		42.00	3.47	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6473	POINTSMITH	HOUSTON	1045	YA YA BANNER		40.00	3.30	07/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6481	POINTSMITH	HOUSTON	181110	FULFILLMENT		850.22	70.14	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6482	POINTSMITH	HOUSTON	181111	FULFILLMENT		177.00	14.60	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6474	POINTSMITH	HOUSTON	718112	FULFILLMENT		1,092.91	90.17	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6475	POINTSMITH	HOUSTON	718113	FULFILLMENT		1,055.76	87.10	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6476	POINTSMITH	HOUSTON	718114	FULFILLMENT		19.96	1.55	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6477	POINTSMITH	HOUSTON	718115	FULFILLMENT		114.13	9.42	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6478	POINTSMITH	HOUSTON	718116	FULFILLMENT		1,065.77	87.93	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6479	POINTSMITH	HOUSTON	718117	FULFILLMENT		276.50	22.81	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6480	POINTSMITH	HOUSTON	718119	FULFILLMENT		1,109.18	91.51	07/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6491	POINTSMITH	HOUSTON	191110	FULFILLMENT		63.50	5.24	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6484	POINTSMITH	HOUSTON	419115	FULFILLMENT		2,677.97	220.93	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6483	POINTSMITH	HOUSTON	71911	FULFILLMENT		445.97	36.79	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6485	POINTSMITH	HOUSTON	719112	FULFILLMENT		1,485.24	122.53	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6486	POINTSMITH	HOUSTON	719113	FULFILLMENT		9.98	0.82	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6487	POINTSMITH	HOUSTON	719114	FULFILLMENT		102.17	8.43	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6488	POINTSMITH	HOUSTON	719116	FULFILLMENT		250.00	20.63	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6489	POINTSMITH	HOUSTON	719118	FULFILLMENT		29.99	2.47	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6490	POINTSMITH	HOUSTON	719119	FULFILLMENT		1,093.10	90.16	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6492	POINTSMITH	HOUSTON	72511	FULFILLMENT		39.99	3.30	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6493	POINTSMITH	HOUSTON	725112	FULFILLMENT		79.38	6.55	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6494	POINTSMITH	HOUSTON	725113	FULFILLMENT		4.16	0.34	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6495	POINTSMITH	HOUSTON	725114	FULFILLMENT		145.00	11.96	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6496	POINTSMITH	HOUSTON	725115	FULFILLMENT		65.63	5.41	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6497	POINTSMITH	HOUSTON	725116	FULFILLMENT		31.00	2.56	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6498	POINTSMITH	HOUSTON	72611	FULFILLMENT		112.33	9.27	07/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6499	POINTSMITH	HOUSTON	726112	FULFILLMENT		9.98	0.82	07/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6500	POINTSMITH	HOUSTON	726113	FULFILLMENT		6.43	0.53	07/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6501	POINTSMITH	HOUSTON	726114	FULFILLMENT		191.61	15.81	07/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6502	POINTSMITH	HOUSTON	726115	FULFILLMENT		391.00	32.26	07/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6503	POINTSMITH	HOUSTON	726116	FULFILLMENT		29.05	2.40	07/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6504	POINTSMITH	HOUSTON	726117	FULFILLMENT		19.50	1.61	07/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6505	POINTSMITH	HOUSTON	80511	FULFILLMENT		-42.50	-3.51	08/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6506	POINTSMITH	HOUSTON	805112	FULFILLMENT		-18.56	-1.53	08/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6507	POINTSMITH	HOUSTON	81011	FULFILLMENT		303.19	25.01	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6508	POINTSMITH	HOUSTON	810112	FULFILLMENT		120.34	9.93	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6509	POINTSMITH	HOUSTON	810113	FULFILLMENT		22.27	1.84	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6510	POINTSMITH	HOUSTON	810114	FULFILLMENT		153.80	12.69	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6511	POINTSMITH	HOUSTON	810116	FULFILLMENT		576.06	47.52	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6512	POINTSMITH	HOUSTON	810117	FULFILLMENT		855.51	70.58	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6513	POINTSMITH	HOUSTON	810118	FULFILLMENT		141.00	11.63	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6514	POINTSMITH	HOUSTON	811112	FULFILLMENT		555.41	45.82	08/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6515	POINTSMITH	HOUSTON	811113	FULFILLMENT		29.25	2.41	08/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6516	POINTSMITH	HOUSTON	811114	FULFILLMENT		768.98	63.28	08/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6517	POINTSMITH	HOUSTON	811115	FULFILLMENT		410.94	33.90	08/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6519	POINTSMITH	HOUSTON	81511	FULFILLMENT		7,182.68	592.57	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6518	POINTSMITH	HOUSTON	81511	FULFILLMENT		197.39	16.28	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6520	POINTSMITH	HOUSTON	815112	FULFILLMENT		127.59	10.53	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6522	POINTSMITH	HOUSTON	815112	FULFILLMENT		378.04	31.19	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6521	POINTSMITH	HOUSTON	815112	FULFILLMENT		1,913.34	157.85	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6523	POINTSMITH	HOUSTON	815113	FULFILLMENT		6.72	0.55	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6524	POINTSMITH	HOUSTON	815113	FULFILLMENT		9.98	0.82	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6525	POINTSMITH	HOUSTON	815114	FULFILLMENT		111.61	9.21	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6526	POINTSMITH	HOUSTON	815116	FULFILLMENT		644.24	53.15	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6527	POINTSMITH	HOUSTON	815117	FULFILLMENT		258.30	21.31	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6528	POINTSMITH	HOUSTON	815118	FULFILLMENT		101.50	8.37	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6529	POINTSMITH	HOUSTON	1286	FULFILLMENT		153.74	12.68	08/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6530	POINTSMITH	HOUSTON	81911	16021-080411C2		197.85	16.32	08/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6531	POINTSMITH	HOUSTON	822113	FULFILLMENT		-73.49	-6.06	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6532	POINTSMITH	HOUSTON	824112	16021-081811C		73.65	6.08	08/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6533	POINTSMITH	HOUSTON	82511	FULFILLMENT		1,185.69	97.82	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6534	POINTSMITH	HOUSTON	825112	FULFILLMENT		15.79	1.30	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6535	POINTSMITH	HOUSTON	825113	FULFILLMENT		63.25	5.22	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6536	POINTSMITH	HOUSTON	825114	FULFILLMENT		14.00	1.16	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6537	POINTSMITH	HOUSTON	825115	FULFILLMENT		250.00	20.63	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6538	POINTSMITH	HOUSTON	825117	FULFILLMENT		797.95	65.83	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6539	POINTSMITH	HOUSTON	825118	FULFILLMENT		391.25	32.28	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6540	POINTSMITH	HOUSTON	825119	FULFILLMENT		206.50	17.04	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6542	POINTSMITH	HOUSTON	826112	FULFILLMENT		1,117.96	92.23	08/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6541	POINTSMITH	HOUSTON	826113	FULFILLMENT		58.85	4.86	08/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6550	POINTSMITH	HOUSTON	291110	FULFILLMENT		304.14	25.09	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6551	POINTSMITH	HOUSTON	291111	FULFILLMENT		82.50	6.81	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6543	POINTSMITH	HOUSTON	829112	FULFILLMENT		393.77	32.49	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6544	POINTSMITH	HOUSTON	829113	FULFILLMENT		497.86	41.08	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6545	POINTSMITH	HOUSTON	829114	FULFILLMENT		9.98	0.82	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6546	POINTSMITH	HOUSTON	829115	FULFILLMENT		47.46	3.92	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6547	POINTSMITH	HOUSTON	829116	FULFILLMENT		785.54	64.82	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6548	POINTSMITH	HOUSTON	829117	FULFILLMENT		719.02	59.32	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6549	POINTSMITH	HOUSTON	829119	FULFILLMENT		37.50	3.09	08/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6552	POINTSMITH	HOUSTON	90911	FULFILLMENT		7.82	0.65	09/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6553	POINTSMITH	HOUSTON	909112	FULFILLMENT		6.50	0.54	09/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6554	POINTSMITH	HOUSTON	909113	FULFILLMENT		42.40	3.50	09/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6555	POINTSMITH	HOUSTON	237424	FULFILLMENT		255.00	21.04	09/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6556	POINTSMITH	HOUSTON	913112	FULFILLMENT		14.09	1.16	09/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6557	POINTSMITH	HOUSTON	913113	FULFILLMENT		6.50	0.54	09/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6558	POINTSMITH	HOUSTON	914112	FULFILLMENT		1,248.44	103.00	09/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6559	POINTSMITH	HOUSTON	914113	FULFILLMENT		65.72	5.42	09/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6550	POINTSMITH	HOUSTON	914114	FULFILLMENT		129.40	10.68	09/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6551	POINTSMITH	HOUSTON	914116	FULFILLMENT		80.00	6.60	09/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6552	POINTSMITH	HOUSTON	914117	FULFILLMENT		2,995.73	247.15	09/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6553	POINTSMITH	HOUSTON	914118	FULFILLMENT		583.10	48.11	09/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6554	POINTSMITH	HOUSTON	914119	FULFILLMENT		231.00	19.06	09/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6579	POINTSMITH	HOUSTON	191110	FULFILLMENT		249.00	20.54	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6555	POINTSMITH	HOUSTON	91911	FULFILLMENT		1,229.71	101.45	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6556	POINTSMITH	HOUSTON	91911	FULFILLMENT		1,284.08	105.94	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6557	POINTSMITH	HOUSTON	919112	FULFILLMENT		64.74	5.34	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6558	POINTSMITH	HOUSTON	919112	FULFILLMENT		2,414.25	199.18	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6569	POINTSMITH	HOUSTON	919113	FULFILLMENT		750.00	61.88	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6570	POINTSMITH	HOUSTON	919113	FULFILLMENT		9.98	0.82	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6572	POINTSMITH	HOUSTON	919114	FULFILLMENT		195.18	16.10	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6571	POINTSMITH	HOUSTON	919114	FULFILLMENT		7,517.00	620.15	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6573	POINTSMITH	HOUSTON	919115	FULFILLMENT		5,085.86	419.58	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6574	POINTSMITH	HOUSTON	919115	FULFILLMENT		2,327.26	192.00	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6575	POINTSMITH	HOUSTON	919116	FULFILLMENT		460.50	37.99	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6576	POINTSMITH	HOUSTON	919116	FULFILLMENT		25.65	2.12	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6577	POINTSMITH	HOUSTON	919118	FULFILLMENT		1,704.66	140.63	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6578	POINTSMITH	HOUSTON	919119	FULFILLMENT		842.32	69.49	09/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6580	POINTSMITH	HOUSTON	920112	FULFILLMENT		7,922.38	653.60	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6581	POINTSMITH	HOUSTON	920113	FULFILLMENT		420.64	34.70	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6582	POINTSMITH	HOUSTON	920114	FULFILLMENT		497.57	41.05	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6583	POINTSMITH	HOUSTON	920115	FULFILLMENT		1,217.68	100.46	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6584	POINTSMITH	HOUSTON	920117	FULFILLMENT		4,903.00	404.50	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6585	POINTSMITH	HOUSTON	920118	FULFILLMENT		782.82	64.58	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6586	POINTSMITH	HOUSTON	920119	FULFILLMENT		294.50	24.30	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6587	POINTSMITH	HOUSTON	923112	FULFILLMENT		308.08	25.42	09/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6588	POINTSMITH	HOUSTON	923113	FULFILLMENT		16.22	1.34	09/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6589	POINTSMITH	HOUSTON	923114	FULFILLMENT		70.00	5.78	09/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6590	POINTSMITH	HOUSTON	923115	FULFILLMENT		1,366.54	112.74	09/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6591	POINTSMITH	HOUSTON	923116	FULFILLMENT		328.81	27.13	09/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6592	POINTSMITH	HOUSTON	923117	FULFILLMENT		127.50	10.52	09/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6593	POINTSMITH	HOUSTON	926112	FULFILLMENT		572.03	47.19	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6594	POINTSMITH	HOUSTON	926112	FULFILLMENT		7,901.37	651.86	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6596	POINTSMITH	HOUSTON	926113	FULFILLMENT		415.86	34.31	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6595	POINTSMITH	HOUSTON	926113	FULFILLMENT		30.43	2.51	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6597	POINTSMITH	HOUSTON	926114	FULFILLMENT		31.71	2.62	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6598	POINTSMITH	HOUSTON	926114	FULFILLMENT		60.00	4.95	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6600	POINTSMITH	HOUSTON	926115	FULFILLMENT		24.50	2.02	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6599	POINTSMITH	HOUSTON	926115	FULFILLMENT		179.82	14.84	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6601	POINTSMITH	HOUSTON	926116	FULFILLMENT		171.32	14.13	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6602	POINTSMITH	HOUSTON	926117	FULFILLMENT		69.27	5.71	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6603	POINTSMITH	HOUSTON	926117	FULFILLMENT		451.14	37.22	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6605	POINTSMITH	HOUSTON	926118	FULFILLMENT		156.38	12.90	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6604	POINTSMITH	HOUSTON	926118	FULFILLMENT		26.00	2.15	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6606	POINTSMITH	HOUSTON	926119	FULFILLMENT		40.00	3.30	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6607	POINTSMITH	HOUSTON	927112	FULFILLMENT		2,623.79	216.46	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6608	POINTSMITH	HOUSTON	927113	FULFILLMENT		138.10	11.39	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6609	POINTSMITH	HOUSTON	927114	FULFILLMENT		9.99	0.82	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6610	POINTSMITH	HOUSTON	927115	FULFILLMENT		18.45	1.52	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6611	POINTSMITH	HOUSTON	92911	16021-092711D		800.83	66.07	09/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6612	POINTSMITH	HOUSTON	929112	FULFILLMENT		1,208.11	99.67	09/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5613	POINTSMITH	HOUSTON	929113	FULFILLMENT		18.53	1.53	09/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5614	POINTSMITH	HOUSTON	929114	FULFILLMENT		64.56	5.33	09/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5615	POINTSMITH	HOUSTON	929115	FULFILLMENT		100.00	8.25	09/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5616	POINTSMITH	HOUSTON	929116	FULFILLMENT		1,117.54	92.20	09/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5617	POINTSMITH	HOUSTON	929117	FULFILLMENT		252.23	20.81	09/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5618	POINTSMITH	HOUSTON	929118	FULFILLMENT		53.00	4.37	09/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5619	POINTSMITH	HOUSTON	930112	FULFILLMENT		212.53	17.53	09/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5620	POINTSMITH	HOUSTON	930113	FULFILLMENT		2,355.85	194.36	09/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5621	POINTSMITH	HOUSTON	930114	FULFILLMENT		135.20	11.15	09/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5622	POINTSMITH	HOUSTON	3112	FULFILLMENT		256.33	21.15	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5623	POINTSMITH	HOUSTON	3113	FULFILLMENT		395.15	32.60	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5624	POINTSMITH	HOUSTON	3114	FULFILLMENT		34.28	2.83	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5625	POINTSMITH	HOUSTON	3115	FULFILLMENT		32.80	2.71	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5626	POINTSMITH	HOUSTON	3116	FULFILLMENT		9.80	0.81	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5627	POINTSMITH	HOUSTON	3118	FULFILLMENT		25.39	2.09	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5628	POINTSMITH	HOUSTON	3119	FULFILLMENT		7.50	0.62	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5629	POINTSMITH	HOUSTON	100711	FULFILLMENT		69.93	5.77	10/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5630	POINTSMITH	HOUSTON	7112	FULFILLMENT		3.68	0.30	10/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5650	POINTSMITH	HOUSTON	111110	FULFILLMENT		165.00	13.61	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5651	POINTSMITH	HOUSTON	111110	FULFILLMENT		352.50	29.08	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5652	POINTSMITH	HOUSTON	11112	FULFILLMENT		616.98	50.90	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5631	POINTSMITH	HOUSTON	11112	FULFILLMENT		7,547.65	622.68	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5633	POINTSMITH	HOUSTON	11112	FULFILLMENT		867.49	71.57	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5635	POINTSMITH	HOUSTON	11113	FULFILLMENT		686.49	56.64	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5635	POINTSMITH	HOUSTON	11113	FULFILLMENT		2,525.90	208.39	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5634	POINTSMITH	HOUSTON	11113	FULFILLMENT		397.25	32.77	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5636	POINTSMITH	HOUSTON	11114	FULFILLMENT		165.42	13.65	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5637	POINTSMITH	HOUSTON	11114	FULFILLMENT		70.42	5.81	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5639	POINTSMITH	HOUSTON	11114	FULFILLMENT		24.07	1.99	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5642	POINTSMITH	HOUSTON	11115	FULFILLMENT		83.05	6.85	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5640	POINTSMITH	HOUSTON	11115	FULFILLMENT		23.18	1.91	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5641	POINTSMITH	HOUSTON	11115	FULFILLMENT		293.89	24.25	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5643	POINTSMITH	HOUSTON	11116	FULFILLMENT		1,610.00	132.83	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5645	POINTSMITH	HOUSTON	11117	FULFILLMENT		72.00	5.94	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5644	POINTSMITH	HOUSTON	11117	FULFILLMENT		87.84	7.25	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5647	POINTSMITH	HOUSTON	11118	FULFILLMENT		4,014.96	331.23	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5646	POINTSMITH	HOUSTON	11118	FULFILLMENT		234.47	19.34	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5649	POINTSMITH	HOUSTON	11119	FULFILLMENT		751.44	61.99	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5648	POINTSMITH	HOUSTON	11119	FULFILLMENT		409.14	33.75	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5652	POINTSMITH	HOUSTON	1937	FULFILLMENT		48.96	4.04	10/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5653	POINTSMITH	HOUSTON	17112	FULFILLMENT		631.06	52.06	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5654	POINTSMITH	HOUSTON	17113	FULFILLMENT		568.21	46.88	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5655	POINTSMITH	HOUSTON	17114	FULFILLMENT		63.12	5.21	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5655	POINTSMITH	HOUSTON	17115	FULFILLMENT		282.92	23.34	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5657	POINTSMITH	HOUSTON	17116	FULFILLMENT		108.50	8.95	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5658	POINTSMITH	HOUSTON	17117	FULFILLMENT		333.84	27.54	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5659	POINTSMITH	HOUSTON	17118	FULFILLMENT		297.87	24.57	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5660	POINTSMITH	HOUSTON	17119	FULFILLMENT		60.50	4.99	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5661	POINTSMITH	HOUSTON	101811	FULFILLMENT		2,505.37	206.69	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5662	POINTSMITH	HOUSTON	18112	FULFILLMENT		131.87	10.88	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5663	POINTSMITH	HOUSTON	18113	FULFILLMENT		22.38	1.85	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5664	POINTSMITH	HOUSTON	18114	FULFILLMENT		18.00	1.49	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5665	POINTSMITH	HOUSTON	2155	FULFILLMENT		117.00	9.65	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5666	POINTSMITH	HOUSTON	20112	FULFILLMENT		854.85	70.53	10/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5667	POINTSMITH	HOUSTON	20113	FULFILLMENT		45.00	3.71	10/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5668	POINTSMITH	HOUSTON	27112	FULFILLMENT		1,503.82	124.07	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5669	POINTSMITH	HOUSTON	27113	FULFILLMENT		79.14	6.53	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5670	POINTSMITH	HOUSTON	27114	FULFILLMENT		165.00	13.61	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5671	POINTSMITH	HOUSTON	27115	FULFILLMENT		510.18	42.09	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5672	POINTSMITH	HOUSTON	27116	FULFILLMENT		216.92	17.82	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5673	POINTSMITH	HOUSTON	27117	FULFILLMENT		55.00	4.54	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5674	POINTSMITH	HOUSTON	28112	FULFILLMENT		1,150.71	94.93	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5675	POINTSMITH	HOUSTON	28113	FULFILLMENT		60.56	5.00	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5676	POINTSMITH	HOUSTON	28114	FULFILLMENT		1,338.83	110.45	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5677	POINTSMITH	HOUSTON	28115	FULFILLMENT		268.17	22.12	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5678	POINTSMITH	HOUSTON	311110	FULFILLMENT		44.00	3.63	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5679	POINTSMITH	HOUSTON	31112	FULFILLMENT		414.30	34.18	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5680	POINTSMITH	HOUSTON	31113	FULFILLMENT		2,560.41	211.23	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5681	POINTSMITH	HOUSTON	31114	FULFILLMENT		156.55	12.92	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5682	POINTSMITH	HOUSTON	31115	FULFILLMENT		112.50	9.28	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5683	POINTSMITH	HOUSTON	31116	FULFILLMENT		75.00	6.19	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5684	POINTSMITH	HOUSTON	31118	FULFILLMENT		58.50	4.83	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5685	POINTSMITH	HOUSTON	31119	FULFILLMENT		58.59	4.83	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5686	POINTSMITH	HOUSTON	103112	FULFILLMENT		1,496.66	123.48	11/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5688	POINTSMITH	HOUSTON	104113	FULFILLMENT		78.77	6.50	11/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5689	POINTSMITH	HOUSTON	104114	FULFILLMENT		479.67	39.57	11/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5690	POINTSMITH	HOUSTON	104116	FULFILLMENT		458.04	37.79	11/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5691	POINTSMITH	HOUSTON	104117	FULFILLMENT		209.76	17.31	11/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5692	POINTSMITH	HOUSTON	104118	FULFILLMENT		98.00	8.09	11/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5687	POINTSMITH	HOUSTON	110411	15021-110111A		80.70	6.66	11/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5693	POINTSMITH	HOUSTON	107112	FULFILLMENT		484.46	39.97	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5694	POINTSMITH	HOUSTON	107112	FULFILLMENT		999.58	82.47	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5695	POINTSMITH	HOUSTON	107113	FULFILLMENT		5,827.43	480.76	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5696	POINTSMITH	HOUSTON	107113	FULFILLMENT		52.60	4.34	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5697	POINTSMITH	HOUSTON	107114	FULFILLMENT		332.19	27.41	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5698	POINTSMITH	HOUSTON	107114	FULFILLMENT		33.17	2.74	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5699	POINTSMITH	HOUSTON	107115	FULFILLMENT		346.84	28.61	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5700	POINTSMITH	HOUSTON	107115	FULFILLMENT		23.39	1.93	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5701	POINTSMITH	HOUSTON	107116	FULFILLMENT		35.00	2.89	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5702	POINTSMITH	HOUSTON	107118	FULFILLMENT		78.00	6.44	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5703	POINTSMITH	HOUSTON	107119	FULFILLMENT		87.11	7.19	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5704	POINTSMITH	HOUSTON	71110	FULFILLMENT		21.50	1.77	11/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5705	POINTSMITH	HOUSTON	110112	FULFILLMENT		1,316.07	108.58	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5706	POINTSMITH	HOUSTON	110113	FULFILLMENT		69.27	5.71	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5707	POINTSMITH	HOUSTON	110114	FULFILLMENT		53.71	4.43	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5708	POINTSMITH	HOUSTON	110115	FULFILLMENT		37.60	3.10	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5709	POINTSMITH	HOUSTON	111411	FULFILLMENT		1,447.82	119.45	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5710	POINTSMITH	HOUSTON	114112	FULFILLMENT		76.20	6.29	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5711	POINTSMITH	HOUSTON	114114	FULFILLMENT		40.00	3.30	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5712	POINTSMITH	HOUSTON	114115	FULFILLMENT		7.50	0.62	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5713	POINTSMITH	HOUSTON	114116	FULFILLMENT		6.00	0.50	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5714	POINTSMITH	HOUSTON	118112	FULFILLMENT		1,953.45	161.16	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5715	POINTSMITH	HOUSTON	118113	FULFILLMENT		102.82	8.48	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5716	POINTSMITH	HOUSTON	118114	FULFILLMENT		250.00	20.63	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5717	POINTSMITH	HOUSTON	118116	FULFILLMENT		361.07	29.79	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5718	POINTSMITH	HOUSTON	118117	FULFILLMENT		144.68	11.94	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6719	POINTSMITH	HOUSTON	118116	FULFILLMENT		94.00	7.76	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6720	POINTSMITH	HOUSTON	121112	FULFILLMENT		1,753.75	144.68	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6721	POINTSMITH	HOUSTON	121112	FULFILLMENT		1,490.66	122.98	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6722	POINTSMITH	HOUSTON	121113	FULFILLMENT		6,210.22	512.34	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6723	POINTSMITH	HOUSTON	121113	FULFILLMENT		78.45	6.47	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6725	POINTSMITH	HOUSTON	121114	FULFILLMENT		518.02	42.74	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6724	POINTSMITH	HOUSTON	121114	FULFILLMENT		419.16	34.58	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6726	POINTSMITH	HOUSTON	121115	FULFILLMENT		151.92	12.53	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6727	POINTSMITH	HOUSTON	121115	FULFILLMENT		576.00	47.52	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6728	POINTSMITH	HOUSTON	121116	FULFILLMENT		55.00	4.54	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6729	POINTSMITH	HOUSTON	121117	FULFILLMENT		191.39	15.79	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6730	POINTSMITH	HOUSTON	121118	FULFILLMENT		27.76	2.29	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6731	POINTSMITH	HOUSTON	121118	FULFILLMENT		134.50	11.10	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6732	POINTSMITH	HOUSTON	121119	FULFILLMENT		142.32	11.74	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6733	POINTSMITH	HOUSTON	211110	FULFILLMENT		28.00	2.31	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6734	POINTSMITH	HOUSTON	120511	FULFILLMENT		1,534.41	126.59	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6735	POINTSMITH	HOUSTON	205112	FULFILLMENT		6,932.02	571.89	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6736	POINTSMITH	HOUSTON	205113	FULFILLMENT		15.67	1.29	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6737	POINTSMITH	HOUSTON	205114	FULFILLMENT		446.41	36.83	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6738	POINTSMITH	HOUSTON	205115	FULFILLMENT		24.32	2.01	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6739	POINTSMITH	HOUSTON	205116	FULFILLMENT		150.00	12.38	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6740	POINTSMITH	HOUSTON	205118	FULFILLMENT		342.74	28.26	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6741	POINTSMITH	HOUSTON	205119	FULFILLMENT		353.26	29.15	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6742	POINTSMITH	HOUSTON	51110	FULFILLMENT		269.50	22.23	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6744	POINTSMITH	HOUSTON	120611	FULFILLMENT		1,312.84	108.31	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6743	POINTSMITH	HOUSTON	12816	FULFILLMENT		2,526.97	208.48	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6745	POINTSMITH	HOUSTON	206112	FULFILLMENT		1,663.41	138.88	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6746	POINTSMITH	HOUSTON	206113	FULFILLMENT		157.71	13.01	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6747	POINTSMITH	HOUSTON	206114	FULFILLMENT		666.86	55.02	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6748	POINTSMITH	HOUSTON	206116	FULFILLMENT		66.04	5.45	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6749	POINTSMITH	HOUSTON	206117	FULFILLMENT		100.86	8.32	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6750	POINTSMITH	HOUSTON	206118	FULFILLMENT		29.00	2.39	12/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6751	POINTSMITH	HOUSTON	207112	FULFILLMENT		63.46	5.24	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6752	POINTSMITH	HOUSTON	207113	FULFILLMENT		3.34	0.28	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6753	POINTSMITH	HOUSTON	212112	FULFILLMENT		1,751.11	144.47	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6754	POINTSMITH	HOUSTON	212113	FULFILLMENT		1,675.86	138.26	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6755	POINTSMITH	HOUSTON	212114	FULFILLMENT		180.38	14.88	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6756	POINTSMITH	HOUSTON	212115	FULFILLMENT		546.00	45.05	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6757	POINTSMITH	HOUSTON	212116	FULFILLMENT		540.64	44.60	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6758	POINTSMITH	HOUSTON	212117	FULFILLMENT		253.30	20.90	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6759	POINTSMITH	HOUSTON	212118	FULFILLMENT		128.50	10.60	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6760	POINTSMITH	HOUSTON	213112	FULFILLMENT		510.95	42.15	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6761	POINTSMITH	HOUSTON	213113	FULFILLMENT		1,370.14	113.04	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6762	POINTSMITH	HOUSTON	213114	FULFILLMENT		99.01	8.17	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6763	POINTSMITH	HOUSTON	213115	FULFILLMENT		383.84	31.67	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6764	POINTSMITH	HOUSTON	213116	FULFILLMENT		575.02	47.44	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6765	POINTSMITH	HOUSTON	227112	FULFILLMENT		356.81	29.44	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6766	POINTSMITH	HOUSTON	227112	FULFILLMENT		1,594.19	131.52	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6768	POINTSMITH	HOUSTON	227113	FULFILLMENT		5,261.11	434.04	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6767	POINTSMITH	HOUSTON	227113	FULFILLMENT		1,469.53	121.24	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6770	POINTSMITH	HOUSTON	227114	FULFILLMENT		360.78	29.76	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6769	POINTSMITH	HOUSTON	227114	FULFILLMENT		14.41	1.19	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6771	POINTSMITH	HOUSTON	227115	FULFILLMENT		96.90	7.99	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
4863H- 6772	POINTSMITH	HOUSTON	227115	FULFILLMENT		199.00	16.42	12/27/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6773	POINTSMITH	HOUSTON	227116	FULFILLMENT		884.00	72.93	12/27/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6774	POINTSMITH	HOUSTON	227117	FULFILLMENT		1,007.83	83.15	12/27/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6776	POINTSMITH	HOUSTON	227118	FULFILLMENT		1,754.84	144.77	12/27/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6775	POINTSMITH	HOUSTON	227118	FULFILLMENT		187.47	15.47	12/27/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6777	POINTSMITH	HOUSTON	227119	FULFILLMENT		138.76	11.45	12/27/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6778	POINTSMITH	HOUSTON	227119	FULFILLMENT		424.00	34.98	12/27/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6779	POINTSMITH	HOUSTON	271110	FULFILLMENT		34.50	2.85	12/27/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6780	POINTSMITH	HOUSTON	123011	FULFILLMENT		695.48	57.38	12/30/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6781	POINTSMITH	HOUSTON	230112	FULFILLMENT		36.59	3.02	12/30/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6782	POINTSMITH	HOUSTON	230113	FULFILLMENT		32.00	2.64	12/30/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6783	POINTSMITH	HOUSTON	230115	FULFILLMENT		62.69	5.17	12/30/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6784	POINTSMITH	HOUSTON	230116	FULFILLMENT		14.00	1.16	12/30/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$564,714.84	$46,589.21	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 300 ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	170,314.19	0.06250	10,644.62
TOTAL AUTHORITY: STATE			$ 10,644.62
CITY			
0.0100000	170,314.19	0.01000	1,703.15
TOTAL AUTHORITY: CITY			$ 1,703.15
TRANSIT			
0.0100000	170,314.19	0.01000	1,703.15
TOTAL AUTHORITY: TRANSIT			$ 1,703.15

TOTAL TAX ON EXAM 300 **$ 14,050.92**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 300 ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2711	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	158.00	13.04	01/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2735	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	30.55	2.52	01/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2641	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	11,428.69	942.87	01/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2646	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,641.98	382.96	01/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2737	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	21.04	1.74	01/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2692	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	01/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2719	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	210.93	17.40	01/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2658	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	01/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2733	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	45.50	3.75	01/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2703	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	419.32	34.59	01/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2717	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	228.18	18.82	02/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2662	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,905.37	157.19	02/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2690	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	606.40	50.03	02/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2739	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	5.11	0.42	02/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2696	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	533.74	44.03	02/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2676	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	836.34	69.00	02/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2651	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	03/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2657	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,256.42	268.65	03/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2715	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			91.20	7.52	03/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2686	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	670.91	55.35	03/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2725	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	109.00	8.99	03/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2670	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,162.90	95.94	03/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2697	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	511.67	42.21	03/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2685	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	675.09	55.69	03/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2720	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	139.79	11.53	03/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2722	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	129.49	10.68	04/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2704	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	413.13	34.08	04/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2723	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	115.55	9.53	04/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2674	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700	SUPPORT NOT AGREE WITH TP'S COMM		949.55	78.34	04/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2664	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	04/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2663	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	0.00	0.00	04/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2652	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,227.59	348.78	04/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2655	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,591.08	296.26	04/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2667	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	1,381.49	113.97	04/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2700	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	437.50	36.09	04/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2709	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	361.15	29.79	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2638	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	40550			189.20	15.61	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 2666	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,489.90	122.92	04/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2712	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	05/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2734	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	33.09	2.73	05/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2713	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	05/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2701	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700	SUPPORT NOT AGREE WITH TP'S COMM		0.00	0.00	05/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2639	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	12,634.89	1,042.38	05/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2658	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	2,890.84	238.49	05/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2669	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,254.62	103.51	06/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2691	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	594.59	49.05	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2647	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,575.34	377.47	06/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2707	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	366.47	30.23	06/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2695	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	544.63	44.93	06/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2693	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	581.98	48.01	06/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2729	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	94.57	7.80	06/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2673	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	0.00	0.00	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2718	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	220.78	18.21	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2727	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	95.79	7.90	06/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2687	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	06/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2672	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	973.40	80.31	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2705	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	406.95	33.57	07/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2702	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	0.00	0.00	07/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2682	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	706.99	58.33	07/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2736	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	25.87	2.13	07/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2706	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	373.07	30.78	07/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2659	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	2,126.53	175.44	07/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2660	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	799.88	65.99	07/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2671	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	07/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2714	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	274.30	22.63	07/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2728	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	94.97	7.84	08/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2721	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				655.00	54.04	08/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2726	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	98.07	8.09	08/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2724	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	115.40	9.52	08/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2738	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	20.24	1.67	08/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2650	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,358.52	359.56	08/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2731	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	0.00	0.00	08/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2676	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	878.09	72.44	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2694	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	568.58	46.91	08/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2683	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	706.98	58.33	08/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2649	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,360.49	359.74	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2644	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	6,458.25	532.81	09/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2716	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	233.98	19.30	09/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2668	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	1,381.48	113.97	09/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2684	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	696.14	57.43	09/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2651	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,312.87	355.81	09/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2656	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,459.40	285.40	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2732	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	60.34	4.98	10/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2679	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	819.81	67.63	10/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2677	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	848.70	70.02	10/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2665	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,701.68	140.39	10/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2708	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700	SUPPORT NOT AGREE WITH TP'S COMM		364.38	30.06	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2637	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	15,471.09	1,276.36	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2710	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	10/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2681	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	748.01	61.71	11/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2699	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	503.36	41.53	11/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2654	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,945.83	325.53	11/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2730	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	75.21	6.20	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2645	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	6,449.67	532.10	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2648	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,423.95	364.98	11/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2635	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			8,808.95	726.74	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2660	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,940.83	160.12	11/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2642	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700	SUPPORT NOT AGREE WITH TP'S COMM NEED BREAKDOWN LIST AND RELATED		0.00	0.00	11/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2636	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			0.00	0.00	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 2688	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	606.73	50.06	12/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2640	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	12,372.32	1,020.72	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2699	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	439.78	36.28	12/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2643	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	6,902.56	569.46	12/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2653	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,980.70	328.41	12/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2675	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	903.69	74.55	12/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

Detail Exam Summary Total $170,314.19 $14,050.57 Taxable Amount Forwarded to Exam Summary - Detail

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 06/11/2018
TP#: [redacted]

EXAM: 310 DISALLOWED DEDCUTION - 2013 EXCKYDUBG DUMMY ACCOUNT

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	1,543,179.40	0.06250	96,448.78
TOTAL AUTHORITY: STATE			$ 96,448.78
CITY			
0.0100000	1,543,179.40	0.01000	15,431.88
TOTAL AUTHORITY: CITY			$ 15,431.88
TRANSIT			
0.0100000	1,543,179.40	0.01000	15,431.88
TOTAL AUTHORITY: TRANSIT			$ 15,431.88

TOTAL TAX ON EXAM 310 **$ 127,312.54**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.

KATY, TX

DETAIL REPORT - EXAM 310 DISALLOWED DEDCUTION - 2013 EXCKYDUBG DUMMY ACCOUNT

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 3900	1000 - VALERO PARENT ACCOUNT	HOUSTON			2827.93 FULFULLMENT SALES	2,827.93	233.30	02/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3776	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77511			296.00	24.42	01/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3831	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77687			23,122.98	1,907.65	01/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3924	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77771			622.00	51.32	02/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3944	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77795			62.20	5.13	02/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3819	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77882		27521.8 FULFULLMENT SALES	27,973.44	2,307.81	02/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3821	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78100		27705.79 FULFULLMENT SALES	27,779.69	2,291.82	03/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3816	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78148			899.10	74.18	04/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3825	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78192		25238.9 FULFULLMENT SALES	25,319.96	2,088.90	04/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3882	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78394			3,997.50	329.79	05/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3858	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78442			6,765.80	558.18	05/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3938	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78509			179.80	14.83	05/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3828	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78544		24634.87 FULFULLMENT SALES	24,736.53	2,040.76	05/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3921	1044 - CST BRANDS, INC	HOUSTON	78615			694.00	57.26	06/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3845	1044 - CST BRANDS, INC	HOUSTON	78753		11750.46 FULFULLMENT SALES	12,345.96	1,018.54	07/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3742	1044 - CST BRANDS, INC	HOUSTON	78753		11750.45 FULFULLMENT SALES	12,342.86	1,018.29	07/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3922	1044 - CST BRANDS, INC	HOUSTON	78847			694.00	57.26	07/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3826	1044 - CST BRANDS, INC	HOUSTON	78948		25166.73 FULFULLMENT SALES	25,166.73	2,076.26	07/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3941	1044 - CST BRANDS, INC	HOUSTON	79064			102.65	8.47	08/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3835	1044 - CST BRANDS, INC	HOUSTON	79140		19591.7 FULFULLMENT SALES	20,500.29	1,691.27	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3886	1044 - CST BRANDS, INC	HOUSTON	79253			3,821.65	315.29	09/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3939	1044 - CST BRANDS, INC	HOUSTON	79285			125.40	10.35	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3832	1044 - CST BRANDS, INC	HOUSTON	79316		19627.53 FULFULLMENT SALES	21,930.64	1,809.28	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3880	1044 - CST BRANDS, INC	HOUSTON	79434			4,270.06	352.28	10/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3839	1044 - CST BRANDS, INC	HOUSTON	79494		18389.14 FULFULLMENT SALES	19,370.85	1,598.10	10/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3903	1044 - CST BRANDS, INC	HOUSTON	79673			2,156.00	177.87	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3840	1044 - CST BRANDS, INC	HOUSTON	79709		16302.27 FULFULLMENT SALES	16,451.46	1,357.25	11/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 3841	1044 - CST BRANDS, INC	HOUSTON	79693		16155.26 FULFULLMENT SALES	16,165.55	1,335.31	12/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3881	1044 - CST BRANDS, INC	HOUSTON	79905			4,008.00	330.66	12/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3866	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77486			6,133.99	506.05	02/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3871	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77288			5,651.92	466.28	03/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3877	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77699			4,659.55	384.41	03/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3846	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77907		9844.35 FULFULLMENT SALES	12,312.39	1,015.77	04/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3865	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78115		5060.76 FULFULLMENT SALES	6,338.27	522.91	05/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3866	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78368		4926.64 FULFULLMENT SALES	6,302.39	519.95	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3860	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78558		5067.27 FULFULLMENT SALES	6,678.70	550.99	07/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3873	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78738		3967.28 FULFULLMENT SALES	5,476.67	451.84	08/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3867	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78930		4660.93 FULFULLMENT SALES	6,295.74	519.40	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3885	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	79155		2613.51 FULFULLMENT SALES	3,824.02	315.48	11/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3884	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	79360			3,930.90	324.30	11/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3872	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	79593		3489.16 FULFULLMENT SALES	5,578.43	460.22	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3879	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77633			4,367.15	360.29	02/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3917	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77697			845.94	69.79	02/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3888	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77855		3791.45 FULFULLMENT SALES	3,791.45	312.79	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3914	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77903		175.5 FULFULLMENT SALES	977.97	80.68	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3929	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78111		413.25 FULFULLMENT SALES	526.85	43.47	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3905	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78164			1,873.85	154.59	04/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3883	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78182		3931.1 FULFULLMENT SALES	3,931.10	324.32	04/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3755	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78267			411.60	33.96	05/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 3892	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78303		3581.5 FULFULLMENT SALES	3,581.50	295.47	05/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3931	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78408		68.62 FULFULLMENT SALES	388.42	32.04	05/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3899	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78518		2842.4 FULFULLMENT SALES	2,842.40	234.50	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3864	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78639			6,491.62	535.58	06/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3930	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78547		84.91 FULFULLMENT SALES	474.75	39.17	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3895	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78695		3211.95 FULFULLMENT SALES	3,211.95	264.99	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3927	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78763		91.63 FULFULLMENT SALES	597.82	49.32	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3898	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78890		2995.35 FULFULLMENT SALES	2,995.35	247.12	08/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3891	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79103		3595.75 FULFULLMENT SALES	3,595.75	296.65	09/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3873	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79130			4,499.36	371.20	09/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3781	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	9092013			200.00	16.50	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	159
4863H- 3894	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79299		3405.75 FULFULLMENT SALES	3,405.75	280.97	10/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3925	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79314			613.65	50.63	10/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3946	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79385		13 FULFULLMENT SALES	32.91	2.72	10/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3754	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	10172013			3,364.80	277.60	10/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 3869	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79578		3686.95 FULFULLMENT SALES	3,686.95	304.17	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3923	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79616		192.52 FULFULLMENT SALES	624.17	51.49	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3783	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				188.11	15.52	11/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3844	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79804		3433.85 FULFULLMENT SALES	13,212.12	1,090.00	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3890	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79821		3631.85 FULFULLMENT SALES	3,631.85	299.63	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3949	1315 - POPEYES SUPPORT CENTER	HOUSTON	78365		6 5 FULFULLMENT SALES	30.90	2.55	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3800	1315 - POPEYES SUPPORT CENTER	HOUSTON	78549			18.73	1.55	07/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3793	1315 - POPEYES SUPPORT CENTER	HOUSTON				61.08	5.04	11/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3963	1315 - POPEYES SUPPORT CENTER	HOUSTON	79805		0 32 FULFULLMENT SALES	18.39	1.52	11/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3951	1316 - POPEYES SUPPORT CENTER	HOUSTON	77110			21.53	1.78	02/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3787	1316 - POPEYES SUPPORT CENTER	HOUSTON	76978			309.00	25.49	03/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3761	1316 - POPEYES SUPPORT CENTER	HOUSTON	77354			321.00	26.48	03/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 3943	1316 - POPEYES SUPPORT CENTER	HOUSTON	77906		32.5 FULFULLMENT SALES	67.50	5.57	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3772	1316 - POPEYES SUPPORT CENTER	HOUSTON	77587			30.50	2.52	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 3946	1316 - POPEYES SUPPORT CENTER	HOUSTON	77698			35.79	2.95	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3760	1316 - POPEYES SUPPORT CENTER	HOUSTON	77839			374.00	30.86	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 3756	1316 - POPEYES SUPPORT CENTER	HOUSTON	77998			460.50	37.99	05/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 3945	1316 - POPEYES SUPPORT CENTER	HOUSTON	78112		9.75 FULFULLMENT SALES	50.59	4.17	05/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3952	1316 - POPEYES SUPPORT CENTER	HOUSTON	78366		7.88 FULFULLMENT SALES	18.95	1.56	05/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3942	1316 - POPEYES SUPPORT CENTER	HOUSTON	78550		32.59 FULFULLMENT SALES	84.20	6.95	07/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3759	1316 - POPEYES SUPPORT CENTER	HOUSTON	78260			421.50	34.77	08/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 3940	1316 - POPEYES SUPPORT CENTER	HOUSTON	78756		32.5 FULFULLMENT SALES	117.60	9.70	08/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3947	1316 - POPEYES SUPPORT CENTER	HOUSTON	79152		3.71 FULFULLMENT SALES	35.13	2.90	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3955	1316 - POPEYES SUPPORT CENTER	HOUSTON	79387		6.5 FULFULLMENT SALES	13.26	1.09	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3950	1316 - POPEYES SUPPORT CENTER	HOUSTON	79618		8.67 FULFULLMENT SALES	21.91	1.81	11/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3907	1370 - COCA COLA COMPANY	HOUSTON	77519			1,500.00	123.75	01/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3934	1370 - COCA COLA COMPANY	HOUSTON	1282013			313.00	25.82	01/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3798	1370 - COCA COLA COMPANY	HOUSTON	2112013			19.85	1.64	02/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3797	1370 - COCA COLA COMPANY	HOUSTON	4012013			20.46	1.69	04/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3785	1370 - COCA COLA COMPANY	HOUSTON	4012013			163.85	13.52	04/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3906	1370 - COCA COLA COMPANY	HOUSTON	78185			1,500.00	123.75	04/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3782	1370 - COCA COLA COMPANY	HOUSTON	4292013			210.54	17.37	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3780	1370 - COCA COLA COMPANY	HOUSTON	5012013			276.05	22.77	05/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3801	1370 - COCA COLA COMPANY	HOUSTON	5022013			18.58	1.53	05/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3764	1370 - COCA COLA COMPANY	HOUSTON	5032013			165.56	13.66	05/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3786	1370 - COCA COLA COMPANY	HOUSTON	5062013			151.10	12.47	05/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3787	1370 - COCA COLA COMPANY	HOUSTON	5072013			139.43	11.42	05/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3802	1370 - COCA COLA COMPANY	HOUSTON	5092013			15.56	1.29	05/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3909	1370 - COCA COLA COMPANY	HOUSTON	78795			1,500.00	123.75	07/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3910	1370 - COCA COLA COMPANY	HOUSTON	78996			1,500.00	123.75	08/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3743	1370 - COCA COLA COMPANY	HOUSTON	79750			11,000.00	907.50	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3897	1370 - COCA COLA COMPANY	HOUSTON	79872			3,000.00	247.50	12/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3823	1403 - MATTRESS FIRM INC	HOUSTON	77665			26,769.50	2,208.49	02/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3838	1403 - MATTRESS FIRM INC	HOUSTON	77428			18,248.39	1,505.49	02/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3815	1403 - MATTRESS FIRM INC.	HOUSTON	77853		10719.23 FULFULLMENT SALES	30,157.10	2,487.96	03/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3830	1403 - MATTRESS FIRM INC.	HOUSTON	78079		10163.49 FULFULLMENT SALES	23,706.78	1,955.81	04/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3812	1403 - MATTRESS FIRM INC.	HOUSTON	78348		11658.12 FULFULLMENT SALES	30,683.34	2,531.38	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3817	1403 - MATTRESS FIRM INC.	HOUSTON	78538		10441.22 FULFULLMENT SALES	28,656.51	2,364.16	06/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3747	1403 - MATTRESS FIRM INC.	HOUSTON	78614			15,670.00	1,292.78	07/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	156
4863H- 3811	1403 - MATTRESS FIRM INC.	HOUSTON	78685		10687.7 FULFULLMENT SALES	32,079.09	2,646.52	07/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3829	1403 - MATTRESS FIRM INC.	HOUSTON	79127		9079.28 FULFULLMENT SALES	24,143.57	1,991.84	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3824	1403 - MATTRESS FIRM INC.	HOUSTON	78972		9995.13 FULFULLMENT SALES	25,510.76	2,104.64	09/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3827	1403 - MATTRESS FIRM INC	HOUSTON	79275		11372.51 FULFULLMENT SALES	25,114.87	2,071.98	11/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3834	1403 - MATTRESS FIRM INC.	HOUSTON	79529		9385.77 FULFULLMENT SALES	20,684.08	1,706.44	12/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3851	1404 - MATTRESS FIRM MCS	HOUSTON	77429			10,572.56	872.24	01/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3796	1404 - MATTRESS FIRM MCS	HOUSTON	77400			48,987.48	4,041.47	01/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	157
4863H- 3852	1404 - MATTRESS FIRM MCS	HOUSTON	77567			10,048.94	829.04	02/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3857	1404 - MATTRESS FIRM MCS	HOUSTON	77854		3280.89 FULFULLMENT SALES	8,824.76	728.04	03/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3833	1404 - MATTRESS FIRM MCS	HOUSTON	78349		11519.45 FULFULLMENT SALES	21,359.63	1,762.17	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3839	1404 - MATTRESS FIRM MCS	HOUSTON	78080		2177.55 FULFULLMENT SALES	16,695.65	1,377.39	05/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3837	1404 - MATTRESS FIRM MCS	HOUSTON	78539		10739.83 FULFULLMENT SALES	18,829.31	1,553.42	07/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3861	1404 - MATTRESS FIRM MCS	HOUSTON	78842		3254.9 FULFULLMENT SALES	6,670 20	550.29	07/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3863	1404 - MATTRESS FIRM MCS	HOUSTON	78973			6,518 01	537 74	07/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3859	1404 - MATTRESS FIRM MCS	HOUSTON	79128		2917 63 FULFULLMENT SALES	6,747 83	556 68	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3843	1404 - MATTRESS FIRM MCS	HOUSTON	79276		6459 65 FULFULLMENT SALES	14 544.00	1,199 88	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3822	1404 - MATTRESS FIRM MCS	HOUSTON	79530		16270 95 FULFULLMENT SALES	27,405.95	2,260 99	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3735	1876 - GE MONEY BANK	HOUSTON	79136			25,054.63	2,067 01	08/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 3775	1876 - GE MONEY BANK	HOUSTON	79153		480.95 FULFULLMENT SALES	480.95	39 66	08/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3757	1876 - GE MONEY BANK	HOUSTON	79480			2,241.00	184 88	10/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	160
4863H- 3766	1876 - GE MONEY BANK	HOUSTON	79511			1,460 80	120.52	10/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	160
4863H- 3740	1876 - GE MONEY BANK	HOUSTON	79423		1321.19 FULFULLMENT SALES	17,091.39	1,410.04	10/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	161
4863H- 3765	1876 - GE MONEY BANK	HOUSTON	79615		1087.15 FULFULLMENT SALES	1,518 51	125 28	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	161
4863H- 3741	1876 - GE MONEY BANK	HOUSTON	79655			14,261 24	1,176.55	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3745	1876 - GE MONEY BANK	HOUSTON	79704			8,350.00	686.88	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	161
4863H- 3764	1876 - GE MONEY BANK	HOUSTON	79803		1242 18 FULFULLMENT SALES	1,545 21	127.46	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	161
4863H- 3737	1876 - GE MONEY BANK	HOUSTON	79351			39,060 92	3,222.53	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3893	2019 - MURPHY USA MERCHANDISING	HOUSTON	77685			3,550 83	292.94	01/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3876	2019 - MURPHY USA MERCHANDISING	HOUSTON	77686			5,102 74	420.96	01/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3812	2019 - MURPHY USA MERCHANDISING	HOUSTON	77685			32,000 00	2,640.00	02/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3806	2019 - MURPHY USA MERCHANDISING	HOUSTON	77690		22144 04 FULFULLMENT SALES	44,435 08	3,665.89	02/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3801	2019 - MURPHY USA MERCHANDISING	HOUSTON	77691		1611.31 FULFULLMENT SALES	2,813 86	232.14	02/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3807	2019 - MURPHY USA MERCHANDISING	HOUSTON	78098		21437 05 FULFULLMENT SALES	41,146 21	3,394 56	03/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3802	2019 - MURPHY USA MERCHANDISING	HOUSTON	78099		1533 93 FULFULLMENT SALES	2,355.27	194 31	03/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3809	2019 - MURPHY USA MERCHANDISING	HOUSTON	78350		17509 95 FULFULLMENT SALES	33,766.68	2,785.75	04/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3869	2019 - MURPHY USA MERCHANDISING	HOUSTON	78351		4937.45 FULFULLMENT SALES	6,005 22	495 43	04/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3808	2019 - MURPHY USA MERCHANDISING	HOUSTON	78542		16835 98 FULFULLMENT SALES	34,305 03	2,830.16	05/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 3856	2019 - MURPHY USA MERCHANDISING	HOUSTON	78543		5710.04 FULFULLMENT SALES	9,182.42	757.55	05/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3738	2019 - MURPHY USA MERCHANDISING	HOUSTON	78751		16151.32 FULFULLMENT SALES	30,572.68	2 522.25	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3654	2019 - MURPHY USA MERCHANDISING	HOUSTON	78752		6082.04 FULFULLMENT SALES	9,455 96	780.12	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3810	2019 - MURPHY USA MERCHANDISING	HOUSTON	78945		17074.93 FULFULLMENT SALES	32,689 00	2,696.84	07/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3853	2019 - MURPHY USA MERCHANDISING	HOUSTON	78946		6336 14 FULFULLMENT SALES	9,559.37	788.65	07/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3614	2019 - MURPHY USA MERCHANDISING	HOUSTON	79137		16265.08 FULFULLMENT SALES	30,441.38	2,511.41	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3849	2019 - MURPHY USA MERCHANDISING	HOUSTON	79139		6769 1 FULFULLMENT SALES	10,814.34	892.18	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3620	2019 - MURPHY USA MERCHANDISING	HOUSTON	79374		14722.54 FULFULLMENT SALES	27,834.13	2,295.32	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3847	2019 - MURPHY USA MERCHANDISING	HOUSTON	79375		6857 38 FULFULLMENT SALES	11,486.25	947.62	10/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3816	2019 - MURPHY USA MERCHANDISING	HOUSTON	79791		16985.17 FULFULLMENT SALES	29,994.01	2,474.51	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3855	2019 - MURPHY USA MERCHANDISING	HOUSTON	79792		6565 63 FULFULLMENT SALES	9,268 50	764.65	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3818	2019 - MURPHY USA MERCHANDISING	HOUSTON	79973		15484.56 FULFULLMENT SALES	28,347 67	2,338.68	12/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3850	2019 - MURPHY USA MERCHANDISING	HOUSTON	79974		6912.65 FULFULLMENT SALES	10,700.67	882.81	12/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3790	2200 - FIREHOUSE SUBS	HOUSTON	11262013			104 68	8.64	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3799	2200 - FIREHOUSE SUBS	HOUSTON	79793			18 97	1.57	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3926	2200 - FIREHOUSE SUBS	HOUSTON	79793		127 FULFULLMENT SALES	605 84	49.98	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3954	2200 - FIREHOUSE SUBS	HOUSTON	79975		15.05 FULFULLMENT SALES	15.05	1.24	12/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3935	51700 - RATTAN BISTRO	HOUSTON	78965			306.00	25.25	08/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3936	51700 - RATTAN BISTRO	HOUSTON	79522			306.00	25.25	10/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

Detail Exam Summary Total $1,543,179.40 $127,312 39 Taxable Amount Forwarded to Exam Summary - Detail

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
FOOTNOTES

Footnote	Description
155	REDUCED TO EXCLUDE OUT OF STATE SALES.
156	$6085 IS THE DEPOSIT. THE FULL INVOICE AMOUNT IS $15670. IT WAS PAID IN FULL ON 11/4/2013.
157	48987.48=53028.95-$4041.47 SALES TAX. TAX COLLECTED NOT REMITTED.
159	$16.50 IS THE SALES TAX, BUT NOT REMITTED.
160	AMENDED AMOUNT IS BASED ON INVOICE PROVIDED.
161	AMENDED AMOUNT IS BASED ON INVOICE PROVIDED.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 400 TAXABLE FIXED ASSETS PURCHASES

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	45,551.23	0.06250	2,846.95
TOTAL AUTHORITY: STATE			$ 2,846.95
CITY			
0.0100000	45,551.23	0.01000	455.51
TOTAL AUTHORITY: CITY			$ 455.51
TRANSIT			
0.0100000	45,551.23	0.01000	455.51
TOTAL AUTHORITY: TRANSIT			$ 455.51

TOTAL TAX ON EXAM 400 **$ 3,757.97**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 400 TAXABLE FIXED ASSETS PURCHASES

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 812	ATTASK, INC.	OOS		LICENSE AND SUPPORT PACKAGE		15,750.00	1,299.38	08/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	100
4863H- 453	GRAPHIC SOLUTIONS GROUP, INC.	HOUSTON		96 SQUEEGEE SHARPNER"		11,384.23	939.20	03/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 104	SUMMIT INTEGRATION SYSTEMS	HOUSTON	165579	SHARP LCD TV	OFFICE EQUIPMENT	11,609.00	957.74	03/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 103	SUMMIT INTEGRATION SYSTEMS	HOUSTON	165601	EPSON POWER LITE PROJECTOR	OFFICE EQUIPMENT	6,808.00	561.66	03/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$45,551.23	$3,757.98	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 500 TAXABLE EXPENSE PURCHASES

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	336,826.38	0.06250	21,051.80
TOTAL AUTHORITY: STATE			$ 21,051.80
CITY			
0.0100000	257,656.99	0.01000	2,576.66
0.0112500	1,136.10	0.01125	12.79
0.0150000	9,072.20	0.01500	136.08
0.0200000	68,961.09	0.02000	1,379.22
TOTAL AUTHORITY: CITY			$ 4,104.75
TRANSIT			
0.0100000	257,656.99	0.01000	2,576.66
TOTAL AUTHORITY: TRANSIT			$ 2,576.66
COUNTY			
0.0050000	1,136.10	0.00500	5.68
TOTAL AUTHORITY: COUNTY			$ 5.68
SPD			
0.0050000	9,072.20	0.00500	45.36
TOTAL AUTHORITY: SPD			$ 45.36

TOTAL TAX ON EXAM 500 **$ 27,784.25**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 500 TAXABLE EXPENSE PURCHASES

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4721	2020EXHIBITS	HOUSTON	45993	NOMADIC FLEXCOUNTER S	BUSINESS PROMOTION	0.00	0.00	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4723	2020EXHIBITS	HOUSTON	56833	NOMADIC FLEXCOUNTER S	BUSINESS PROMOTION	0.00	0.00	02/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4943	808 INC.	HOUSTON	2185	COPYWRITING FOR POINTSMITH WESIT	OTHER CONSULTING	0.00	0.00	10/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 5012	AC FOR LESS, INC.	HOUSTON	5252011	SIDE CAP TRIM COMPLET GUTTER, D	O/S SVC-KATY BLDG	4,355.00	359.37	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5014	AC FOR LESS, INC.	HOUSTON	130186	QUARTERLY PREVENTIVE MAINTENANCE	O/S SVC-KATY BLDG	5,451.85	449.78	05/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5013	AC FOR LESS, INC.	HOUSTON	13658	QUARTERLY PREVENTIVE MAINTENANCE	O/S SVC-KATY BLDG	5,451.85	449.78	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4814	ARMBRUSTER ENTERPRISES, INC	SAN ANTONIO		IMPRINTED CELLULOID BUTTON W/ FU		0.00	0.00	08/23/2010	Y	SANANT	CMEDIN	NONE	NONE	NONE	9001
4863H- 4815	ARMBRUSTER ENTERPRISES, INC.	SAN ANTONIO		IMPRINTED V-BALL RT RETRACTABLE		0.00	0.00	08/31/2010	Y	SANANT	CMEDIN	NONE	NONE	NONE	9001
4863H- 4816	ARMBRUSTER ENTERPRISES, INC	SAN ANTONIO		IMPRINTED 11 ROUND RED LATEX BA"	PURCHASE OF TPP	0.00	0.00	10/19/2010	Y	SANANT	CMEDIN	NONE	NONE	NONE	9001
4863H- 4715	ARMBRUSTER ENTERPRISES, INC.	SAN ANTONIO		IMPRINTED LIME GREEN 11 OOUNCE M	BUSINESS PROMOTION	375.60	29.56	10/24/2012	Y	SANANT	CMEDIN	NONE	NONE	NONE	
4863H- 4716	ARMBRUSTER ENTERPRISES, INC	SAN ANTONIO		IMPRINTED LIME GREEN 11 OOUNCE M	BUSINESS PROMOTION	760.50	59.89	02/05/2013	Y	SANANT	CMEDIN	NONE	NONE	NONE	
4863H- 4959	ASIA SMART INC	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,677.00	220.85	08/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4960	ASIA SMART INC	OOS		PROTOTYPES SAMPLE	RULE 3.300	1,072.00	88.44	09/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4961	ASIA SMART INC	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,008.00	165.66	10/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4962	ASIA SMART INC	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,597.50	214.29	12/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4968	AUTOMATED MAILING SYSTEMS CORP.	DALLAS		SERVICE TICKET 8536	OFFICE SUPPLIES	1,396.50	115.21	11/07/2013	Y	DALLAS	NONE	MTADAL	NONE	NONE	
4863H- 5010	CISCO WEBEX, LLC	OOS	3646573	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	441.38	36.41	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5009	CISCO WEBEX LLC	OOS	3702108	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	440.00	36.30	09/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5008	CISCO WEBEX, LLC	OOS	3761296	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	443.02	36.55	10/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5007	CISCO WEBEX, LLC	OOS	3818785	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	441.17	36.40	11/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5006	CISCO WEBEX, LLC	OOS	3877444	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	440.00	36.30	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5005	CISCO WEBEX, LLC	OOS	3934449	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	441.48	36.42	01/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5004	CISCO WEBEX, LLC	OOS	3995548	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	441.40	36.42	02/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5003	CISCO WEBEX, LLC	OOS	4056975	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	860.91	71.03	03/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5002	CISCO WEBEX, LLC	OOS	4120353	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	690.75	56.99	04/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5001	CISCO WEBEX, LLC	OOS	4184920	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	658.44	54.32	05/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5000	CISCO WEBEX, LLC	OOS	4244762	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	656.00	54.12	06/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4999	CISCO WEBEX, LLC	OOS	4309117	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	639.25	52.74	07/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4998	CISCO WEBEX, LLC	OOS	4378273	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	649.25	53.56	08/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4997	CISCO WEBEX, LLC	OOS	4439330	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	748.07	61.72	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4996	CISCO WEBEX, LLC	OOS	4502521	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	767.00	63.28	10/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4995	CISCO WEBEX, LLC	OOS	4573346	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	638.75	52.70	11/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4994	CISCO WEBEX, LLC	OOS	4634231	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	778.10	64.19	12/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4993	CISCO WEBEX, LLC	OOS	4692917	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	913.75	75.36	01/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4992	CISCO WEBEX, LLC	OOS	4755130	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	924.18	76.24	02/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4991	CISCO WEBEX, LLC	OOS	4812275	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	790.96	65.22	03/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4990	CISCO WEBEX, LLC	OOS	4867457	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,467.59	121.08	04/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4989	CISCO WEBEX, LLC	OOS	4922895	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,466.58	120.99	05/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4988	CISCO WEBEX, LLC	OOS	4974051	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	923.50	76.19	06/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4987	CISCO WEBEX, LLC	OOS	5025824	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	876.67	72.33	07/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4986	CISCO WEBEX, LLC	OOS	5075029	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	969.75	80.00	08/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4985	CISCO WEBEX, LLC	OOS	5124009	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	888.35	73.29	09/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4984	CISCO WEBEX, LLC	OOS	5171898	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,108.86	91.48	10/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4983	CISCO WEBEX, LLC	OOS	5225090	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,091.12	90.02	11/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4982	CISCO WEBEX, LLC	OOS	5278193	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,299.45	107.21	12/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4981	CISCO WEBEX, LLC	OOS	5320672	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,265.00	104.36	01/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4980	CISCO WEBEX, LLC	OOS	5369491	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,552.47	128.08	02/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4979	CISCO WEBEX, LLC	OOS	5415552	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,135.71	93.70	03/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4978	CISCO WEBEX, LLC	OOS	5464736	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,525.06	125.82	04/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4977	CISCO WEBEX, LLC	OOS	5510141	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	2,091.96	172.59	05/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4976	CISCO WEBEX, LLC	OOS	5555330	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,690.41	139.46	06/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4975	CISCO WEBEX, LLC	OOS	5599204	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	2,426.59	200.36	07/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4974	CISCO WEBEX, LLC	OOS	5645710	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	2,071.64	170.91	08/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4973	CISCO WEBEX, LLC	OOS	5668954	CREDIT FOR X'NET TRAINING CHARGE	COMPUTER SUPPORT	-611.50	-50.45	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4972	CISCO WEBEX, LLC	OOS	5688981	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,509.05	124.50	09/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4971	CISCO WEBEX, LLC	OOS	5734102	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,190.07	98.18	10/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4970	CISCO WEBEX, LLC	OOS	5779766	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,452.54	119.83	11/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4969	CISCO WEBEX, LLC	OOS	5825759	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,593.45	131.46	12/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4728	CLIFFORD CUSTOM WELDING	HOUSTON	6793	BASES ADDED TO EXISTING STANDS	MAINTENANCE SUPPLIES	736.00	60.72	01/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4729	DURACO	OOS		FINGERLIFT TISSUE TAPE	TRANSFER ADHESIVES	0.00	0.00	05/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4615	EFFECTIVE ENVIRONMENTAL	DALLAS	81557	COMPUTERS, TRANSPORTAIO N / TOTES		3,820.44	315.19	06/10/2011	Y	DALLAS	NONE	MTADAL	NONE	NONE	125
4863H- 4938	EMCOPRESS CORPORATION	HOUSTON	91087	9X12 CATALOG ENV PEEL-N-SEAL WIT	OFFICE SUPPLIES	478.50	39.48	06/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4939	EMCOPRESS CORPORATION	HOUSTON	92192	#10 ENVELOPES - NEW ARTWORK	OFFICE SUPPLIES	724.00	59.73	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4730	ENTERPRISE DISTRIBUTED TECHNOLOGIES	OOS	21590	COMPLETFTP PROFESSIONAL EDITION	COMPUTER SUPPLIES	1,499.00	123.67	11/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4797	FASTENERS FOR RETAIL, INC.	OOS	3403353	SUPER GRIP SIGN HOLDER AND HOOKS		0.00	0.00	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4920	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	10/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4921	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4922	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	03/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001

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4863H- 4923	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	04/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4924	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4927	FERRA BISOMESS FORMS	HOUSTON		LASER INVOICES	OFFICE SUPPLIES	507.34	41.86	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4925	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4926	FERRA BISOMESS FORMS	HOUSTON		A/P LASER CHECKS	OFFICE SUPPLIES	1,125.40	92.85	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4928	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	10/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4929	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	05/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4930	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	07/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4931	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	09/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4932	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	10/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4933	FERRA BISOMESS FORMS	HOUSTON		A/P LASER CHECKS	OFFICE SUPPLIES	1,076.87	88.84	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4934	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	01/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4935	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	03/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4936	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	06/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4937	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT"		0.00	0.00	10/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4731	FERRA BUSINESS FORMS INC.	HOUSTON		LASER FORM 14 BLANK W/ INTEGRATE"		0.00	0.00	08/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4850	GRAPHIC SOLUTIONS GROUP, INC	HOUSTON		HAND CLEANER TEX CHEM		30.93	2.55	08/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4849	GRAPHIC SOLUTIONS GROUP, INC.	HOUSTON		CHEMICAL PUMP		275.00	22.69	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	146
4863H- 4846	GRAPHIC SOLUTIONS GROUP, INC	HOUSTON		CHEMICAL PUMP		1,404.78	115.89	11/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	146
4863H- 4859	GRAPHIC SOLUTIONS GROUP, INC	HOUSTON		HAND CLEANER TEX CHEM		49.98	4.12	01/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4732	HERMAN PACKAGING CO. INC.	HOUSTON	33863	POI-241210HSC DW 24X12X10	OFFICE SUPPLIES	0.00	0.00	04/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4809	INX INC.	HOUSTON		EXECUTION EXCHANGE 2010 UPGRADE	COMPUTER SUPPLIES	6,400.00	528.00	09/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	145
4863H- 5011	JETBRAINS AMERICAS	OOS		RESHARPER C# COMMERCIAL NEW LICE		1,892.40	156.12	10/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 4944	KIWO INC.	SEABROOK	13197	LASER ADJUSTMENT BOX	MAINTENANCE SUPPLIES	3,455.20	285.06	09/09/2010	Y	SEABRO	NONE	NONE	SCCSEA	NONE	
4863H- 4946	KIWO INC	SEABROOK	17299	DATA INTERFACE LU156-50		5,131.52	423.35	08/03/2011	Y	SEABRO	NONE	NONE	SCCSEA	NONE	
4863H- 4947	KIWO INC	SEABROOK	17304	BEARING 10024434		242.74	20.03	08/03/2011	Y	SEABRO	NONE	NONE	SCCSEA	NONE	
4863H- 4945	KIWO INC	SEABROOK	23960	BEARING 10024434	REPAIR SUPPL-SCR ROOM	242.74	20.03	12/27/2012	Y	SEABRO	NONE	NONE	SCCSEA	NONE	
4863H- 4808	KOMAR ALLIANCE	OOS	24019855	BT-69 STAR NYLON WHITE 16 OZ	OPERATING SUPPLIES	0.00	0.00	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4618	LAZ'S MAID SERVICE	HOUSTON	20100831	SHAMPOO CARPET		275.00	22.69	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	126
4863H- 4617	LESTER MCPETERS	CYPRESS	4284	DISPOSAL DRUM		98.00	8.09	08/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	125
4863H- 4827	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	28949	3 DRILL BLOCKS	OPERATING SUPPLI"	138.00	11.39	10/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4834	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	30412	3 DRILL BLOCKS		300.50	24.79	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4833	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	30489	BULB AND SPRING		129.23	10.66	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4831	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	32114	BULB, 1/4 DRILL BIT AND ETC.	PURCHASE OF TPP	605.78	49.98	07/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4830	LITHO SUPPLY & SERVICE CO., INC	HOUSTON	32217	MAGNETIC CLAMP PAD AND 1/2 RAD	PURCHASE OF TPP	437.00	36.05	08/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4829	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	32351	5/8 RAD DIE	,120".PURCHASE OF TPP"	226.00	18.65	08/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4828	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	32735	3 WOOD DRILL BLOCKS	OPERATING S"	59.50	4.91	10/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4832	LITHO SUPPLY & SERVICE CO., INC	HOUSTON	30565	1/8 DRILL BIT	MAINTENANCE SUPPL"	114.00	9.41	12/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4847	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	33954	WHITE PAD COMPUND AND PAD BRUSH		155.60	12.84	04/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4844	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34173	BRILL BIT	MAINTENANCE SUPPLIES	117.50	9.69	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4845	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34175	WHITE PAD COMPUND		135.10	11.15	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4846	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34221	WHITE PAD COMPUND	OPERATING SUPPLIES	209.60	17.29	05/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4843	LITHO SUPPLY & SERVICE CO., INC	HOUSTON	34307	3 DRILL BLOCK	OPERATING SUPPLIE"	210.75	17.39	05/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4842	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34814	SHEET SEPARATOR AND ETC.	MAINTENANCE SUPPLIES	318.40	26.27	08/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4841	LITHO SUPPLY & SERVICE CO., INC	HOUSTON	34875	ROUND KNIFE, FLAT KNIFE AND ETC	MAINTENANCE SUPPLIES	186.10	15.35	08/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4840	LITHO SUPPLY & SERVICE CO., INC	HOUSTON	35294	3 DRILL BLOCK AND WOOD DRILL BL"		233.00	19.22	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4839	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	35338	1/2 RAD. KNIFE	REPR SUPPL-CHALL"	610.00	50.33	10/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4838	LITHO SUPPLY & SERVICE CO., INC	HOUSTON	35697	1/4 DRILL BIT AND ETC	PURCHASE OF TPP	289.80	23.91	12/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4837	LITHO SUPPLY & SERVICE CO., INC	HOUSTON	36757	WHITE PAD COMPUND	MAINTENANCE SUPPLIES	81.50	6.72	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144

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4863H- 4835	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	37395	WHITE PAD COMPUND	OFFICE SUPPLIES	78.80	5.48	09/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4836	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	37426	WHITE PAD COMPUND	OFFICE SUPPLIES	53.10	4.38	09/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4733	LOBUE'S RUBBER STAMP CO.	HOUSTON	583385	SHINY PLAIN SELF INKER	OFFICE SUPPLIES	0.00	0.00	08/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 5023	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		MONTHLY ELECTRICAL RENTAL	O/S SVC-BRITTMOORE BLDG	1,170.00	96.53	08/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5024	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		RENTAL DELIVERY	O/S SVC-KATY BLDG	125.00	10.31	08/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5025	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE - AIR FIL	O/S SVC-KATY BLDG	1,044.24	86.15	09/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5026	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		REPAIR UNITS DURING MAINTENANCE	O/S SVC-KATY BLDG	2,355.78	194.35	09/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5027	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE - AIR FIL	O/S SVC-KATY BLDG	1,044.24	86.15	01/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5028	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE - AIR FIL	O/S SVC-KATY BLDG	1,058.46	87.32	04/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5029	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE - AIR FIL	O/S SVC-KATY BLDG	1,044.24	86.15	07/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5030	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE - AIR FIL	O/S SVC-KATY BLDG	1,144.50	94.42	10/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5031	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		FLOAT DRAIN CHANGE OUT	O/S SVC-KATY BLDG	243.08	20.05	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5032	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE - AIR FIL	O/S SVC-KATY BLDG	1,144.50	94.42	02/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5033	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE	O/S SVC-KATY BLDG	942.29	77.74	06/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5034	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE	O/S SVC-KATY BLDG	1,144.50	94.42	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5035	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE	O/S SVC-KATY BLDG	1,144.50	94.42	09/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5036	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		INSTALLATION	O/S SVC-KATY BLDG	4,096.59	337.97	03/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5037	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE	O/S SVC-KATY BLDG	1,167.58	96.33	03/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5038	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		INSTALLATION	O/S SVC-KATY BLDG	904.66	74.63	04/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5039	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE	O/S SVC-KATY BLDG	1,215.18	100.33	07/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5040	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENCANCE		1,158.50	95.58	08/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4807	MCMASTER - CARR	OOS	62071024	SWITCH APRON, PADLOCK, TUBING A		737.44	60.84	08/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4806	MCMASTER - CARR	OOS	65115847	CRUSH-RESISTANT CHEMICAL HOSE		159.42	13.15	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4804	MCMASTER - CARR	OOS	67546586	DANGER SIGN, LIGHT BULB GUARD, L		457.46	37.74	10/11/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 4805	MCMASTER - CARR	OOS	67697132	LABEL - DANGER HAZARDOUS VOLTA		146.29	12.07	10/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4803	MCMASTER - CARR	OOS	68628328	FIBERGLASS PANEL AIR		209.17	17.26	10/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4802	MCMASTER - CARR	OOS	69246309	FILTER AND ELECTRICAL PLUG		182.66	15.07	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4801	MCMASTER - CARR	OOS	71407679	LOCKOUT, LIGHT & ELECTRIC HAIR DRYER,		342.28	28.24	11/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4800	MCMASTER - CARR	OOS	73401430	MARKING TAP VULCAN		326.99	26.98	12/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4754	MCMASTER - CARR	OOS	73917180	CASTER AND UTILITY KNIFE BALL VALVE		92.97	7.67	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4755	MCMASTER - CARR	OOS	74129839	LOCKOUT, LIQUID SAMPL TOW STRAP,		165.65	13.67	01/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4756	MCMASTER - CARR	OOS	74407540	PLASTIC DIPPER, PAINT PLASTIC		353.14	29.13	01/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4757	MCMASTER - CARR	OOS	74826949	SWITCH OPERATOR, TOW STR ELECTRONIC		184.29	15.20	01/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4758	MCMASTER - CARR	OOS	76313177	CALIPER, WATER BOTTLE BATTERY,		103.41	8.53	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4759	MCMASTER - CARR	OOS	80853662	RUBBER CAP AND SPADE TE HOOK SHANK		57.98	4.78	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4760	MCMASTER - CARR	OOS	82551105	JOGSAW BLADE CAP SCREW,		277.53	22.90	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4761	MCMASTER - CARR	OOS	84475870	LOCKNUT, WIRE AND TRA AIR FILTER AND		110.94	9.15	05/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4763	MCMASTER - CARR	OOS	87721752	DRAWER CABINET WATER FILTER,		56.07	4.63	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4762	MCMASTER - CARR	OOS	88238887	FLAT WASHER AND ET PRESSURE-		70.25	5.80	06/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4764	MCMASTER - CARR	OOS	89724542	WASHER HOSE GARDEN HOSE		103.22	8.52	07/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4766	MCMASTER - CARR	OOS	89943830	HOLDER, GARDEN HOSE THREADED		295.79	24.40	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4765	MCMASTER - CARR	OOS	90766801	HANDLE, CLEAR PVC TUBIN BATTERY		886.96	73.17	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4767	MCMASTER - CARR	OOS	93947945	FILTER, CABLE PROTECTOR, CLEAR PVC		153.88	12.70	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4770	MCMASTER - CARR	OOS	97157884	TUBING, FOOD AIR FILTER, SCREW AND ALUMNIMUM		136.18	11.23	10/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 4769	MCMASTER - CARR	OOS	97975060	TUBE FITTING, HEX SET, SCISSOR,		205.51	16.95	10/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4769	MCMASTER - CARR	OOS	98532541	MOLD-RELEASE LUBRICANT		242.68	20.02	10/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4771	MCMASTER - CARR	OOS	98904669	AIR FILTER		143.33	11.82	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4772	MCMASTER - CARR	OOS	99496989	BLADES FOR UTILITY KNIVES AND CA		119.72	9.88	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4773	MCMASTER - CARR	OOS	10775873	RETRACTING AIR AND WATER HOSE		174.50	14.40	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4799	MCMASTER - CARR	OOS	19843215	AIR FILTER ROLL AND ETC.		130.00	10.73	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4798	MCMASTER - CARR	OOS	23303561	SOBENT, AIR AND WATER HOSE & CL		209.75	17.30	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4796	MCMASTER - CARR	OOS	25104296	CORDLESS DRILL		283.42	23.38	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4794	MCMASTER - CARR	OOS	27535959	MOLD-RELEASE LUBRICANT AND ETC.	MAINTENANCE SUPPLIES	315.85	26.06	05/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4795	MCMASTER - CARR	OOS	27975340	AIR FILTER AND FLASHLIGHT	MAINTENANCE SUPPLIES	320.41	26.43	05/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4793	MCMASTER - CARR	OOS	31353459	SPLIT RIVET, EXTENSION CORD AND	MAINTENANCE SUPPLIES	129.73	10.70	07/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4791	MCMASTER - CARR	OOS	33508367	MACHINE SCREW, O-RING AND SPLIT	MAINTENANCE SUPPLIES	91.95	7.59	08/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4792	MCMASTER - CARR	OOS	34037650	MOLD-RELEASE LUBRICANT	C/S SVC-KLUGE THERMAL	259.46	21.41	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4790	MCMASTER - CARR	OOS	36023149	VALVE AND DUCT HOSE FOR AIR	MAINTENANCE SUPPLIES	170.50	14.07	09/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4788	MCMASTER - CARR	OOS	39995487	ANTISLIP FLOOR SIGN AND ETC.	MAINTENANCE SUPPLIES	455.97	37.62	10/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4789	MCMASTER - CARR	OOS	38398060	FUSE, ROLLER CHAIN AND DRAW LATC	MAINTENANCE SUPPLIES	139.94	11.55	10/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4787	MCMASTER - CARR	OOS	41029949	CLEAR WET AND DRY FOOD HOSE	MAINTENANCE SUPPLIES	78.13	6.45	11/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4785	MCMASTER - CARR	OOS	42725111	COOLING FAN, ADJUSTABLE HANDLE	REPR SUPPL-SAK 5	311.03	25.66	12/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4786	MCMASTER - CARR	OOS	41920521	SCREWS	MAINTENANCE SUPPLIES	198.58	16.38	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4784	MCMASTER - CARR	OOS	45261661	CASTER, WORK GLOVE AND O-RING		183.31	15.12	01/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4783	MCMASTER - CARR	OOS	45681971	VACUUM, FUSE CASTER AND ETC.		664.00	54.78	02/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4782	MCMASTER - CARR	OOS	47904405	RIGID GREASE GUN NOZZLE, STORAGE		230.56	19.02	03/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4780	MCMASTER - CARR	OOS	50218120	APRON BOLLARD AND ETC	SAFTEY SUPPLIES & MAINTENANCE SU	1,061.62	89.25	04/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4781	MCMASTER - CARR	OOS	50500371	BELT BARRIER AND TAPE	SAFETY SUPPLIES	227.81	18.79	04/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4779	MCMASTER - CARR	OOS	53988901	WORK GLOVE		254.06	20.96	06/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4778	MCMASTER - CARR	OOS	56151945	RIVET, SPADE, SWITCH OPERATOR AN		106.69	8.80	07/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4777	MCMASTER - CARR	OOS	58752031	FUSE, SCRAPER, SWITCH OPERATOR A	MAINTENANCE SUPPLIES	387.45	31.96	08/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4776	MCMASTER - CARR	OOS	65202295	ANCHOR SHACKLE, AIR FILTER AND H		318.20	26.25	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4775	MCMASTER - CARR	OOS	67735789	STRIPED MARKING TAPE		67.10	5.54	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4774	MCMASTER - CARR	OOS	67783728	HUMIDIFIER		1,102.69	90.97	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4825	MILESTONE AV TECHNOLOGIES	OOS	90429596	CPU ENCLOSURE POLE	POINTVISION HARDWARE	134.18	11.07	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4826	MILESTONE AV TECHNOLOGIES	OOS	90430817	IN-WALL BOX, OUTLET PWR COND & E		227.59	18.78	02/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4824	MILESTONE AV TECHNOLOGIES	OOS	90497135	MINI RPA, FIXED PIPE 6		214.49	17.70	06/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4967	MONOTYPE IMAGING	OOS		INTERSTATE COMPLET FAMILY PACK A	COMPUTER SUPPLIES	3,494.67	288.30	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4965	MONOTYPE IMAGING	OOS		UNIVERS COM VOLUME AND ETC.	COMPUTER SUPPLIES	4,166.77	343.76	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4966	MONOTYPE IMAGING	OOS		HELVETICA COM ROMAN AND ETC.	COMPUTER SUPPLIES	3,773.21	311.29	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5022	NAZDAR CONSULTING SERVICES	OOS	793518	CALDERA SOFTWARE & UPGRADES		4,285.00	353.51	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4818	OLMSTED - KIRK PAPER COMPANY	HOUSTON	748102	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	475.95	39.27	08/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4819	OLMSTED - KIRK PAPER COMPANY	HOUSTON	752270	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	363.00	29.95	09/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4820	OLMSTED - KIRK PAPER COMPANY	HOUSTON	757345	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	450.15	37.14	09/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4821	OLMSTED - KIRK PAPER COMPANY	HOUSTON	757346	HAMMERMILL LASTER PRINT 24T	OFFICE SUPPLIES	326.98	26.98	09/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4822	OLMSTED - KIRK PAPER COMPANY	HOUSTON	763848	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	399.30	32.94	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4823	OLMSTED - KIRK PAPER COMPANY	HOUSTON	771280	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	435.60	35.94	11/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4919	OLMSTED - KIRK PAPER COMPANY	HOUSTON	777765	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	450.60	37.17	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4916	OLMSTED - KIRK PAPER COMPANY	HOUSTON	782638	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	488.15	40.27	01/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4917	OLMSTED - KIRK PAPER COMPANY	HOUSTON	785040	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	361.70	29.84	01/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147

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4863H- 4916	OLMSTED - KIRK PAPER COMPANY	HOUSTON	785416	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	120.00	9.90	01/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4915	OLMSTED - KIRK PAPER COMPANY	HOUSTON	789972	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	450.60	37.17	02/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4913	OLMSTED - KIRK PAPER COMPANY	HOUSTON	797081	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	435.60	35.94	03/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4914	OLMSTED - KIRK PAPER COMPANY	HOUSTON	800391	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	865.00	71.36	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4912	OLMSTED - KIRK PAPER COMPANY	HOUSTON	805177	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	280.00	23.10	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4911	OLMSTED - KIRK PAPER COMPANY	HOUSTON	809097	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	05/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4909	OLMSTED - KIRK PAPER COMPANY	HOUSTON	818088	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	680.00	56.10	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4910	OLMSTED - KIRK PAPER COMPANY	HOUSTON	820857	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	295.00	24.34	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4908	OLMSTED - KIRK PAPER COMPANY	HOUSTON	826292	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	914.60	75.45	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4907	OLMSTED - KIRK PAPER COMPANY	HOUSTON	831693	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4906	OLMSTED - KIRK PAPER COMPANY	HOUSTON	839683	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	615.00	50.74	09/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4905	OLMSTED - KIRK PAPER COMPANY	HOUSTON	847599	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	680.00	56.10	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4904	OLMSTED - KIRK PAPER COMPANY	HOUSTON	853421	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	540.00	44.55	11/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4903	OLMSTED - KIRK PAPER COMPANY	HOUSTON	858789	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4901	OLMSTED - KIRK PAPER COMPANY	HOUSTON	864706	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	550.00	45.38	01/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4902	OLMSTED - KIRK PAPER COMPANY	HOUSTON	871132	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	615.00	50.74	01/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4897	OLMSTED - KIRK PAPER COMPANY	HOUSTON	872179	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	210.00	17.33	02/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4898	OLMSTED - KIRK PAPER COMPANY	HOUSTON	876556	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4899	OLMSTED - KIRK PAPER COMPANY	HOUSTON	876804	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	575.00	47.44	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4900	OLMSTED - KIRK PAPER COMPANY	HOUSTON	876804	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	-55.00	-5.36	03/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4896	OLMSTED - KIRK PAPER COMPANY	HOUSTON	881791	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	466.15	38.46	03/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4895	OLMSTED - KIRK PAPER COMPANY	HOUSTON	888351	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	1,012.55	83.54	04/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4894	OLMSTED - KIRK PAPER COMPANY	HOUSTON	895375	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	05/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4893	OLMSTED - KIRK PAPER COMPANY	HOUSTON	901052	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4891	OLMSTED - KIRK PAPER COMPANY	HOUSTON	907062	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	540.00	44.55	07/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4892	OLMSTED - KIRK PAPER COMPANY	HOUSTON	911942	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	750.00	61.88	07/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147

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4863H- 4890	OLMSTED - KIRK PAPER COMPANY	HOUSTON	918781	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	08/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4888	OLMSTED - KIRK PAPER COMPANY	HOUSTON	928489	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	707.30	58.35	10/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4889	OLMSTED - KIRK PAPER COMPANY	HOUSTON	930507	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	200.00	16.50	10/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4886	OLMSTED - KIRK PAPER COMPANY	HOUSTON	934391	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4887	OLMSTED - KIRK PAPER COMPANY	HOUSTON	936045	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	120.00	9.90	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4884	OLMSTED - KIRK PAPER COMPANY	HOUSTON	941590	HAMMERMILL LASER PRINT 24T	OFFICE SUPPLIES	455.00	37.54	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4883	OLMSTED - KIRK PAPER COMPANY	HOUSTON	947252	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	01/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4882	OLMSTED - KIRK PAPER COMPANY	HOUSTON	953545	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	562.56	46.41	02/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4880	OLMSTED - KIRK PAPER COMPANY	HOUSTON	962277	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	656.15	54.13	03/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4881	OLMSTED - KIRK PAPER COMPANY	HOUSTON	962278	HAMMERMILL LASER PRINT 24T	OFFICE SUPPLIES	455.00	37.54	03/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4879	OLMSTED - KIRK PAPER COMPANY	HOUSTON	968152	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	466.15	38.45	04/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4878	OLMSTED - KIRK PAPER COMPANY	HOUSTON	975148	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	05/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4875	OLMSTED - KIRK PAPER COMPANY	HOUSTON	979875	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	456.28	37.64	05/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4876	OLMSTED - KIRK PAPER COMPANY	HOUSTON	980111	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	46.15	3.81	06/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4877	OLMSTED - KIRK PAPER COMPANY	HOUSTON	982733	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	880.00	72.60	06/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4874	OLMSTED - KIRK PAPER COMPANY	HOUSTON	990211	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	680.00	56.10	07/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4873	OLMSTED - KIRK PAPER COMPANY	HOUSTON	997625	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	105.00	8.66	09/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4872	OLMSTED - KIRK PAPER COMPANY	HOUSTON	1001496	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	210.00	17.33	09/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4871	OLMSTED - KIRK PAPER COMPANY	HOUSTON	1005756	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	176.28	14.54	10/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4870	OLMSTED - KIRK PAPER COMPANY	HOUSTON	1015938	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	350.00	28.88	11/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4885	OLMSTED - KIRK PAPER COMPANY	HOUSTON	941993	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	490.00	40.43	12/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147
4863H- 4641	PACKAGING BROKERS OF TEXAS	STAFFORD	10975	FOAM CUPS		78.16	6.45	08/12/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4642	PACKAGING BROKERS OF TEXAS	STAFFORD	11015	KITCHEN ROLL TOWEL & BLEACHED RO		622.95	51.39	08/27/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4640	PACKAGING BROKERS OF TEXAS	STAFFORD	10980	HANDS-FREE SOAP, HAND SANITIZER		1,649.76	136.11	08/30/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4643	PACKAGING BROKERS OF TEXAS	STAFFORD	11035	AA BATERIES, TOILET BOWL CLEANER		513.09	42.33	09/02/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4644	PACKAGING BROKERS OF TEXAS	STAFFORD	11059	TOILET TISSUE		213.00	17.57	09/13/2010	Y	STAFFO	NONE	NONE	NONE	NONE	

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4863H- 4645	PACKAGING BROKERS OF TEXAS	STAFFORD	11058	HDUTY HAND CLEANER		148.64	12.26	09/14/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4646	PACKAGING BROKERS OF TEXAS	STAFFORD	11098	TOILET TISSUE		497.00	41.00	09/29/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4647	PACKAGING BROKERS OF TEXAS	STAFFORD	11116	KITCHEN ROLL TOWEL		423.75	34.96	10/05/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4648	PACKAGING BROKERS OF TEXAS	STAFFORD	11175	TOILET TISSUE		426.00	35.15	10/26/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4649	PACKAGING BROKERS OF TEXAS	STAFFORD	11200	KITCHEN ROLL TOWEL		423.75	34.96	11/05/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4650	PACKAGING BROKERS OF TEXAS	STAFFORD	11220	TOILET TISSUE AND ETC		801.10	66.09	11/16/2010	Y	STAFFO	NONE	NONE	NONE	NONE	134
4863H- 4651	PACKAGING BROKERS OF TEXAS	STAFFORD	11264	KITCHEN ROLL TOWEL		423.75	34.96	12/02/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4688	PACKAGING BROKERS OF TEXAS	STAFFORD	11277	DUPONT GRANITE & MARBLE CLEANER		1,784.43	147.22	12/17/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4687	PACKAGING BROKERS OF TEXAS	STAFFORD	11411	TOILET TISSUE		426.00	35.15	02/09/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4685	PACKAGING BROKERS OF TEXAS	STAFFORD	11426	KITCHEN ROLL TOWEL AND HDUTY HAN		498.07	41.09	02/14/2011	Y	STAFFO	NONE	NONE	NONE	NONE	141
4863H- 4686	PACKAGING BROKERS OF TEXAS	STAFFORD	11432	BLEACHED ROLL TOWEL AND FOAM CUP		277.36	22.88	02/17/2011	Y	STAFFO	NONE	NONE	NONE	NONE	142
4863H- 4683	PACKAGING BROKERS OF TEXAS	STAFFORD	11449	KITCHEN ROLL TOWEL AND CAN LINER		551.13	45.47	02/23/2011	Y	STAFFO	NONE	NONE	NONE	NONE	140
4863H- 4684	PACKAGING BROKERS OF TEXAS	STAFFORD	11455	HDUTY HAND CLEANER		148.64	12.26	02/24/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4682	PACKAGING BROKERS OF TEXAS	STAFFORD	11470	DISINFECTANT SPRAY AND ETC		314.27	25.93	03/07/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4680	PACKAGING BROKERS OF TEXAS	STAFFORD	11485	BATTERY AND TOILET TISSUE		555.90	45.86	03/14/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4681	PACKAGING BROKERS OF TEXAS	STAFFORD	11510	HAND SANITIZER AND CAN LINER		450.48	37.16	03/17/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4679	PACKAGING BROKERS OF TEXAS	STAFFORD	11537	TOILET TISSUE AND KITCHEN ROLL T		655.35	54.07	03/29/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4678	PACKAGING BROKERS OF TEXAS	STAFFORD	11561	HAND SANITIZER		4,728.00	390.06	04/07/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4676	PACKAGING BROKERS OF TEXAS	STAFFORD	11575	HAND SANITIZER		6,599.50	544.46	04/12/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4677	PACKAGING BROKERS OF TEXAS	STAFFORD	11587	TOILET TISSUE		617.60	50.95	04/14/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4675	PACKAGING BROKERS OF TEXAS	STAFFORD	11603	KITCHEN ROLL TOWEL		423.75	34.96	04/21/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4674	PACKAGING BROKERS OF TEXAS	STAFFORD	11624	ROLL TOWEL, CAN LINER AND ETC.		779.85	64.34	04/28/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4673	PACKAGING BROKERS OF TEXAS	STAFFORD	11661	KITCHEN ROLL TOWEL		423.75	34.96	05/17/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4671	PACKAGING BROKERS OF TEXAS	STAFFORD	11685	FOAM CUPS		97.70	8.06	05/25/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4672	PACKAGING BROKERS OF TEXAS	STAFFORD	11693	WAXED PAPER LINERS, CAN LINER &		1,090.94	90.00	05/27/2011	Y	STAFFO	NONE	NONE	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4670	PACKAGING BROKERS OF TEXAS	STAFFORD	11746	CAN LINER, BLEACHED		874.21	72.12	06/22/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4668	PACKAGING BROKERS OF TEXAS	STAFFORD	11789	ROLL TOWEL A KITCHEN ROLL TOWEL AND ETC.		1,168.73	96.42	07/11/2011	Y	STAFFO	NONE	NONE	NONE	NONE	139
4863H- 4669	PACKAGING BROKERS OF TEXAS	STAFFORD	11795	DISHWASHING LIQUID		52.54	4.33	07/14/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4667	PACKAGING BROKERS OF TEXAS	STAFFORD	11805	FOAM CUPS		97.70	8.06	07/18/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4664	PACKAGING BROKERS OF TEXAS	STAFFORD	11844	CAN LINER AND ETC		779.53	64.31	08/01/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4665	PACKAGING BROKERS OF TEXAS	STAFFORD	11847	HDUTY HAND CLEANER		222.96	18.39	08/01/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4666	PACKAGING BROKERS OF TEXAS	STAFFORD	11857	HUSKY UTILITY KNIFE BLADES & KIT		483.21	39.86	08/04/2011	Y	STAFFO	NONE	NONE	NONE	NONE	138
4863H- 4663	PACKAGING BROKERS OF TEXAS	STAFFORD	11892	CAN LINER AND TOILET TISSUE		915.14	75.50	08/16/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4662	PACKAGING BROKERS OF TEXAS	STAFFORD	11956	AA BATERIES		59.66	4.92	09/09/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4660	PACKAGING BROKERS OF TEXAS	STAFFORD	11966	BLEACHED ROLL TOWEL & ETC.		998.65	82.39	09/12/2011	Y	STAFFO	NONE	NONE	NONE	NONE	137
4863H- 4661	PACKAGING BROKERS OF TEXAS	STAFFORD	11976	TOILET TISSUE		660.00	54.45	09/16/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4659	PACKAGING BROKERS OF TEXAS	STAFFORD	12011	SOAP DISPENSER		109.70	9.05	09/27/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4658	PACKAGING BROKERS OF TEXAS	STAFFORD	12033	CLEANING SUPPLIES		622.95	51.39	10/06/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4657	PACKAGING BROKERS OF TEXAS	STAFFORD	12046	FLODING FLOOR SIGN		46.62	3.85	10/18/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4656	PACKAGING BROKERS OF TEXAS	STAFFORD	12081	CLEANING SUPPLIES		1,692.92	139.67	10/25/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4654	PACKAGING BROKERS OF TEXAS	STAFFORD	12109	KITCHEN ROLL TOWEL		423.75	34.96	11/07/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4653	PACKAGING BROKERS OF TEXAS	STAFFORD	12117	30X36 CAN LINER,. 65 MIL., WHITE		176.46	14.56	11/09/2011	Y	STAFFO	NONE	NONE	NONE	NONE	135
4863H- 4655	PACKAGING BROKERS OF TEXAS	STAFFORD	12117	30X36 CAN LINER,. 65 MIL. WHITE		166.46	13.73	11/09/2011	Y	STAFFO	NONE	NONE	NONE	NONE	136
4863H- 4652	PACKAGING BROKERS OF TEXAS	STAFFORD	12166	HDUTY HAND CLEANER		297.28	24.53	11/28/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4621	PACKAGING BROKERS OF TEXAS	STAFFORD	12230	KITCHEN ROLL TOWEL & TOILET TISS		964.15	79.54	12/20/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4619	PACKAGING BROKERS OF TEXAS	STAFFORD	12293	30X36 CAN LINER,. 65 MIL., WHITE		212.01	17.49	01/17/2012	Y	STAFFO	NONE	NONE	NONE	NONE	127
4863H- 4620	PACKAGING BROKERS OF TEXAS	STAFFORD	12309	AERO INSTANT HAND SANITIZER, 1LT		1,280.50	105.64	01/19/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4622	PACKAGING BROKERS OF TEXAS	STAFFORD	12328	KITCHEN ROLL TOWEL & TOILET TISS		964.15	79.54	01/26/2012	Y	STAFFO	NONE	NONE	NONE	NONE	126
4863H- 4623	PACKAGING BROKERS OF TEXAS	STAFFORD	12376	30X36 CAN LINER, 65 MIL., WHITE		127.36	10.51	02/14/2012	Y	STAFFO	NONE	NONE	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4624	PACKAGING BROKERS OF TEXAS	STAFFORD	12417	KITCHEN ROLL TOWEL, TOILET TISSU		1 261 69	104.09	02/28/2012	Y	STAFFO	NONE	NONE	NONE	NONE	129
4863H- 4625	PACKAGING BROKERS OF TEXAS	STAFFORD	12502	KITCHEN TOWEL & BATTERY		551.55	45 50	03/26/2012	Y	STAFFO	NONE	NONE	NONE	NONE	130
4863H- 4626	PACKAGING BROKERS OF TEXAS	STAFFORD	12595	KITCHEN ROLL TOWEL, TOILET TISSU		1 656.89	135.69	04/25/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4627	PACKAGING BROKERS OF TEXAS	STAFFORD	12665	FOAM CUPS		1 171.52	96.65	05/18/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4628	PACKAGING BROKERS OF TEXAS	STAFFORD	12681	KITCHEN TOWEL		386 25	31 87	05/24/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4629	PACKAGING BROKERS OF TEXAS	STAFFORD	12698	CLEANING SUPPLIES		1 272.74	105.00	06/01/2012	Y	STAFFO	NONE	NONE	NONE	NONE	131
4863H- 4630	PACKAGING BROKERS OF TEXAS	STAFFORD	12795	FOAM CUPS		156.32	12.90	06/28/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4632	PACKAGING BROKERS OF TEXAS	STAFFORD	12830	KITCHEN ROLL TOWEL		386.25	31 87	07/09/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4631	PACKAGING BROKERS OF TEXAS	STAFFORD	12860	KITCHEN ROLL TOWEL, TOILET TISSU		1,268.06	104.61	07/19/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4633	PACKAGING BROKERS OF TEXAS	STAFFORD	12968	KITCHEN ROLL TOWEL		386 25	31 87	08/24/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4634	PACKAGING BROKERS OF TEXAS	STAFFORD	12984	CLEANING SUPPLIES		944 18	77 89	08/29/2012	Y	STAFFO	NONE	NONE	NONE	NONE	132
4863H- 4636	PACKAGING BROKERS OF TEXAS	STAFFORD	13037	CLEANING SUPPLIES		336 96	27 80	09/13/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4635	PACKAGING BROKERS OF TEXAS	STAFFORD	13042	BLEACHED ROLL TOWEL & TOILET TIS		287.20	23 69	09/14/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4637	PACKAGING BROKERS OF TEXAS	STAFFORD	13087	KITCHEN ROLL TOWEL		386.25	31.87	09/25/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4714	PACKAGING BROKERS OF TEXAS	STAFFORD	13184	BLEACHED ROLL TOWEL AND ETC.		604.55	49.88	10/24/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4638	PACKAGING BROKERS OF TEXAS	STAFFORD	13165	TOILET TISSUE		540 40	44.58	10/27/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4639	PACKAGING BROKERS OF TEXAS	STAFFORD	13268	CLEANING SUPPLIES		1,013 43	83 61	11/16/2012	Y	STAFFO	NONE	NONE	NONE	NONE	133
4863H- 4713	PACKAGING BROKERS OF TEXAS	STAFFORD	13306	FOAM CUPS		78.16	6 45	12/04/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4712	PACKAGING BROKERS OF TEXAS	STAFFORD	13334	BATTERY		178.20	14.70	12/14/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4711	PACKAGING BROKERS OF TEXAS	STAFFORD	13373	KITCHEN ROLL TOWEL		386.25	31.87	12/19/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4710	PACKAGING BROKERS OF TEXAS	STAFFORD	13397	TOILET TISSUE AND ETC.		800.24	66.02	12/28/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4709	PACKAGING BROKERS OF TEXAS	STAFFORD	13472	BATTERY		177.88	14 68	01/17/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4708	PACKAGING BROKERS OF TEXAS	STAFFORD	13490	TOILET TISSUE AND ETC		1,169 68	96.50	01/23/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4707	PACKAGING BROKERS OF TEXAS	STAFFORD	13514	LYSOL DISINFECTIANT SPRAY		167.92	13.85	01/30/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4705	PACKAGING BROKERS OF TEXAS	STAFFORD	13550	TOILET TISSUE AND ETC.		736.89	60.79	02/13/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4706	PACKAGING BROKERS OF TEXAS	STAFFORD	13583	FOAM CUPS		78 16	6.45	02/18/2013	Y	STAFFO	NONE	NONE	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4704	PACKAGING BROKERS OF TEXAS	STAFFORD	13654	KITCHEN ROLL TOWEL AND ETC.		1,359.70	112.18	03/12/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4703	PACKAGING BROKERS OF TEXAS	STAFFORD	13765	KITCHEN ROLL TOWEL AND ETC		1,233.51	101.75	04/08/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4702	PACKAGING BROKERS OF TEXAS	STAFFORD	13856	KITCHEN ROLL TOWEL AND ETC.		1,217.40	100.44	05/02/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4701	PACKAGING BROKERS OF TEXAS	STAFFORD	13935	BLEACHED ROLL TOWEL AND ETC.		727.54	60.02	05/23/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4700	PACKAGING BROKERS OF TEXAS	STAFFORD	13990	KITCHEN ROLL TOWEL		386.25	31.87	06/11/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4699	PACKAGING BROKERS OF TEXAS	STAFFORD	14038	BLEACHED ROLL TOWEL AND ETC.		814.70	67.21	06/24/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4698	PACKAGING BROKERS OF TEXAS	STAFFORD	14057	FOAM CUPS		78.16	6.45	07/01/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4697	PACKAGING BROKERS OF TEXAS	STAFFORD	14130	BLEACHED ROLL TOWEL AND ETC.		1,577.63	130.15	07/19/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4691	PACKAGING BROKERS OF TEXAS	STAFFORD	14233	FOAM CUPS		78.16	6.45	08/12/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4696	PACKAGING BROKERS OF TEXAS	STAFFORD	14272	BLEACHED ROLL TOWEL AND ETC		1,147.88	94.70	08/21/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4695	PACKAGING BROKERS OF TEXAS	STAFFORD	14282	KITCHEN ROLL TOWEL AND LOTION SO		544.65	44.93	08/23/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4694	PACKAGING BROKERS OF TEXAS	STAFFORD	14303	DUPONT GRANITE & MARBLE CLEANER		71.58	5.91	08/29/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4693	PACKAGING BROKERS OF TEXAS	STAFFORD	14349	RAID ANT & ROACH KILLER		152.50	12.58	09/11/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4692	PACKAGING BROKERS OF TEXAS	STAFFORD	14351	KITCHEN ROLL TOWEL AND ETC.		1,415.85	116.89	09/17/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4690	PACKAGING BROKERS OF TEXAS	STAFFORD	14435	TOILET TISSUE		308.80	25.48	10/02/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4689	PACKAGING BROKERS OF TEXAS	STAFFORD	14529	BLEACHED ROLL TOWEL AND ETC.		905.06	74.67	10/23/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4717	PARAMOUNT PRINTING, LLC	ROSENBERG	38007	RED SHIRTS	BUSINESS PROMOTION	516.50	42.61	01/02/2013	Y	ROSENB	NONE	NONE	NONE	NONE	
4863H- 4817	PRINTABLE TECHNOLOGIES	OOS		SINGLE SIGN - ON LICENSE ANNUAL M		11,970.00	987.53	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	145
4863H- 4722	PSAV PRESENTATION SERVICES	OOS	1000345221	46 PLASMA SCREEN AND CABLE	BUSINESS PROMOTION	394.07	32.51	03/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4724	RELIANT ENERGY	HOUSTON	1	ELECTRICITY	METER #771251-BRITMOORE LOCATION	12,092.12	997.60	08/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	143
4863H- 4725	RELIANT ENERGY	HOUSTON	1	ELECTRICITY	METER #771261-BRITMOORE LOCATION	10,256.33	846.15	09/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	143
4863H- 4726	RELIANT ENERGY	HOUSTON	1	ELECTRICITY	METER #771251-BRITMOORE LOCATION	7,882.94	650.34	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	143

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4727	RELIANT ENERGY	HOUSTON	1	ELECTRICITY	METER #771261-BRITMOORE LOCATION	3,857.07	318.21	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	143
4863H- 5015	SAV-ON FENCE	HOUSTON		O/S SVC-KATY BLDG		800.00	66.00	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5016	SAV-ON FENCE	HOUSTON		O/S SVC-KATY BLDG		700.00	57.75	05/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5017	SAV-ON FENCE	HOUSTON	971	TO REPAIR GATE TRACK AS REQUESTE	O/S SVC-KATY BLDG	350.00	28.88	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5018	SAV-ON FENCE	HOUSTON	970	SERVICE CALL TO TROUBLE SHOOT GA	O/S SVC-KATY BLDG	800.00	66.00	08/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5019	SAV-ON FENCE	HOUSTON		O/S SVC-KATY BLDG		1,050.00	86.63	09/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4812	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		3 BLADE FRONT ROLLER & REAR RO		355.56	29.33	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4813	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		FRONT ROLLER & REAR ROLLER		134.73	11.12	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4811	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER	PACKING MATERIALS	1,050.00	86.63	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4810	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		TENSION SWITCH SPRING, MICOR SWI		107.09	8.83	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4855	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MODEL L CUTTERS		49.00	4.04	01/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4853	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER AND ET		718.50	59.11	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4854	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		1/2X9000-275 MG PP STRAP WH		200.08	16.51	03/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4852	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		700.00	57.75	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4851	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		1/2X9000-275 MG PP STRAP WH		200.08	16.51	04/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4860	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		4 CASTERS FOR TAPE MACHINE		201.79	16.65	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4859	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		DISP. ADJ BREAK		151.50	12.50	05/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4858	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		700.00	57.75	10/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4857	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		ELECTRIC GUM TAPE DISPENSER	OTHER SHIPPING SUPPLIES	820.00	67.65	10/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4856	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		ELECTRIC GUM TAPE DISPENSER	OTHER SHIPPING SUPPLIES	820.00	67.65	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4867	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MODEL L CUTTERS		44.85	3.70	02/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4864	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		ATOL 1900 BATTERY		188.00	15.51	08/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144

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4863H- 4865	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		700.00	57.75	08/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4866	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		350.00	28.88	06/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4863	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		350.00	28.88	08/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4862	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		3 BLADE FOR MSD32-10122-0		422.07	34.82	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4861	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANY PARTS FOR STAPLERS		425.87	35.13	11/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 4869	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		ATOL 1900 BATTERY		188.00	15.51	12/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 5020	SHUTTERSTOCK IMAGES LLC	OOS		1-YEAR STANDARD LICENSE	OFFICE SUPPLIES	2,559.00	211.12	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5021	SHUTTERSTOCK IMAGES LLC	OOS	8368429	1-YEAR STANDARD LICENSE	OFFICE SUPPLIES	2,559.00	211.12	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4963	SONNY J. KNIGH	OOS		OFFICE SUPPLIES		1,565.00	129.11	01/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4964	SONNY J KNIGH	OOS		OFFICE SUPPLIES		645.00	53.21	01/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4950	SONNY J KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	960.25	79.22	03/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4951	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	321.73	26.54	03/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4952	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	92.62	7.64	03/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4953	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	79.70	6.58	03/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4954	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,221.32	183.26	05/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4955	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	1,553.60	128.17	05/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4956	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,373.00	195.77	06/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4957	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	1,680.00	138.60	06/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4958	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	600.00	49.50	06/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4720	TEXAS ART SUPPLY	HOUSTON		SUPER BLACK MOUNTING BOARD	BUSINESS PROMOTION	179.00	14.77	01/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4941	THE M & R COMPANIES	OOS	642967	REPLACEMENT FE LAMP 6KW		1,716.00	141.57	02/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4942	THE M & R COMPANIES	OOS	643326	COMP SPRING & BLANKET REPLACEMEN		3,785.68	312.32	02/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4940	THE M & R COMPANIES	OOS	648826	TEMPERATURE CONTROLLER OMRON	OPERATING SUPPLIES	1,005.15	82.92	04/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4949	THE M & R COMPANIES	OOS	695882	BALL BEARING UNIT		866.76	71.51	08/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4948	THE M & R COMPANIES	OOS	698452	SCREW TERMINAL, MOTOR STARTER PR		659.55	54.41	08/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4719	TRADEMARKS	HOUSTON	156309	PENS	BUSINESS PROMOTION	3,008.04	248.16	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4716	ULINE	OOS	47132806	5X5X5 CUBE BOX 25/1800	BUSINESS PROMOTION	28.44	2.35	10/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4748	ULINE	OOS	48757049	MLR#4 & MLR#0	OTHER SHIPPING SUPPLIES	0.00	0.00	01/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4749	ULINE	OOS	48815102	17X21 KRAFT STAY FLAT 50/CT		0.00	0.00	01/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4750	ULINE	OOS	48876915	5X5X5 CUBE BOXES		91.27	7.53	01/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4752	ULINE	OOS	49033313	10.5X16 ULINE SS BUBBLE MLR#5		0.00	0.00	02/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4753	ULINE	OOS	49099097	4X4 4MIL RECLOSABLE BAG 1M/CT		0.00	0.00	02/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4751	ULINE	OOS	49435316	6X4 MIL RECLOSABLE BAG 1M/CT	OTHER SHIPPING SUPPLIES	0.00	0.00	02/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4747	ULINE	OOS	49682071	5X5X5 CUBE BOX 25/1800	OFFICE SUPPLIES	40.50	3.34	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4745	ULINE	OOS	49763066	5X10 ULINE SS PADDED MLR #0		0.00	0.00	03/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4746	ULINE	OOS	49821204	9.5X14.5 ULINE SS BBL MLR #4	OTHER SHIPPING SUPPLIES	0.00	0.00	03/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4743	ULINE	OOS	49893872	3.5X4.75X2 RIGID SETUP BX 50/CT		0.00	0.00	03/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4744	ULINE	OOS	49922285	ALCOHOL PREP PADS 200/BOX		0.00	0.00	03/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4742	ULINE	OOS	50246860	9.5X14.5 ULINE SS BBL MLR#3		0.00	0.00	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4741	ULINE	OOS	51345564	10.5X16 ULINE SS BUBBLE MLR#5		0.00	0.00	05/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4739	ULINE	OOS	51530951	ALCOHOL PREP PADS 200/BOX		0.00	0.00	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4740	ULINE	OOS	51535360	5X10 ULINE SS BUBBLE MLR #00		0.00	0.00	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4738	ULINE	OOS	51790862	9.5 X 14.5 ULINE SS BBL MLR #4		0.00	0.00	06/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4735	ULINE	OOS	52113660	9.5 X 14.5 ULINE SS BBL MLR #4		0.00	0.00	07/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4736	ULINE	OOS	55627867	17X21 KRAFT STAY FLAT 50/CT		0.00	0.00	07/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4737	ULINE	OOS	52204339	8.5X12 ULINE SS BUBBLE MAILER #2		0.00	0.00	07/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001
4863H- 4734	ULINE	OOS	53412483	10.5 X16 BUBBLE MAILER		0.00	0.00	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9001

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
				Detail Exam Summary Total		$336,826.38	$27,784.35	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 600 DISALLOWED DEDUCTION - UNKNOWN CUSTOMER PRIOR TO 2013

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	3,969.57	0.06250	248.06
TOTAL AUTHORITY: STATE			$ 248.06
CITY			
0.0100000	3,969.57	0.01000	39.72
TOTAL AUTHORITY: CITY			$ 39.72
TRANSIT			
0.0100000	3,969.57	0.01000	39.72
TOTAL AUTHORITY: TRANSIT			$ 39.72
		TOTAL TAX ON EXAM 600	**$ 327.50**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 600 DISALLOWED DEDUCTION - UNKNOWN CUSTOMER PRIOR TO 2013

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 981	UNKNOWN	HOUSTON	69207	CITI CARDS - BRIAN STERN		35.15	2.90	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 987	UNKNOWN	HOUSTON	69337	MARK THEOBALD P.O. 4700002610		0.00	0.00	08/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 982	UNKNOWN	HOUSTON	69362	TAMARA BURKHOLDER PO # 47000		0.00	0.00	08/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 985	UNKNOWN	HOUSTON	69422	TAMARA BURKHOLDER PO # 47000		0.00	0.00	08/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 983	UNKNOWN	HOUSTON	69428	MARK THEOBALD P.O. 4700002610		0.00	0.00	08/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 986	UNKNOWN	HOUSTON	69429	TAMARA BURKHOLDER PO # 47000		0.00	0.00	08/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 984	UNKNOWN	HOUSTON	69418	RAED SALAH CITIGROUP		1,231.66	101.53	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 980	UNKNOWN	HOUSTON	69446	CITI CARDS - BRIAN STERN		35.15	2.90	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 994	UNKNOWN	HOUSTON	69620	MARK THEOBALD P.O. 4700002610		0.00	0.00	09/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 990	UNKNOWN	HOUSTON	69645	TAMARA BURKHOLDER PO # 47000		0.00	0.00	09/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 991	UNKNOWN	HOUSTON	69695	TAMARA BURKHOLDER PO # 47000		0.00	0.00	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 989	UNKNOWN	HOUSTON	69703	MARK THEOBALD P.O. 4700002610		0.00	0.00	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 992	UNKNOWN	HOUSTON	69704	TAMARA BURKHOLDER PO # 47000		0.00	0.00	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 993	UNKNOWN	HOUSTON	69177	RAED SALAH CITIGROUP		1,525.73	125.87	09/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 988	UNKNOWN	HOUSTON	69722	CITI CARDS - BRIAN STERN		55.10	4.55	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 995	UNKNOWN	HOUSTON	70007	CITI CARDS - BRIAN STERN		-55.10	-4.55	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 998	UNKNOWN	HOUSTON	69692	RAED SALAH CITIGROUP		499.74	41.23	10/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1001	UNKNOWN	HOUSTON	69896	MARK THEOBALD P.O. 4700002610		0.00	0.00	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 999	UNKNOWN	HOUSTON	69923	TAMARA BURKHOLDER PO # 47000		0.00	0.00	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 997	UNKNOWN	HOUSTON	69958	TAMARA BURKHOLDER PO # 47000		0.00	0.00	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1000	UNKNOWN	HOUSTON	69964	MARK THEOBALD P.O. 4700002610		0.00	0.00	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 996	UNKNOWN	HOUSTON	69965	TAMARA BURKHOLDER PO # 47000		0.00	0.00	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1002	UNKNOWN	HOUSTON	70258	CITI CARDS - BRIAN STERN		0.00	0.00	10/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1007	UNKNOWN	HOUSTON	70148	MARK THEOBALD P.O. 4700002610		0 00	0.00	11/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1004	UNKNOWN	HOUSTON	70169	TAMARA BURKHOLDER PO # 47000		0 00	0 00	11/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1005	UNKNOWN	HOUSTON	70219	TAMARA BURKHOLDER PO # 47000		0 00	0.00	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1006	UNKNOWN	HOUSTON	70226	MARK THEOBALD P O 4700002610		0 00	0.00	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1003	UNKNOWN	HOUSTON	70227	TAMARA BURKHOLDER PO # 47000		0 00	0.00	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1008	UNKNOWN	HOUSTON	70335	CITI CARDS - BRIAN STERN		0 00	0 00	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1009	UNKNOWN	HOUSTON	70244	CITI CARDS - BRIAN STERN		110 20	9.09	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1013	UNKNOWN	HOUSTON	70371	MARK THEOBALD P O. 4700002610		0.00	0.00	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1011	UNKNOWN	HOUSTON	70393	TAMARA BURKHOLDER PO # 47000		0.00	0.00	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1010	UNKNOWN	HOUSTON	70436	TAMARA BURKHOLDER PO # 47000		0 00	0.00	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1014	UNKNOWN	HOUSTON	70440	MARK THEOBALD P O 4700002610		0 00	0.00	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1012	UNKNOWN	HOUSTON	70441	TAMARA BURKHOLDER PO # 47000		0 00	0.00	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1021	UNKNOWN	HOUSTON	70929	CITI CARDS - BRIAN STERN		35.15	2.90	01/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1022	UNKNOWN	HOUSTON	70933	CITI CARDS - BRIAN STERN		-35.15	-2.90	01/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1019	UNKNOWN	HOUSTON	70805	CITI CARDS - BRIAN STERN		0.00	0 00	01/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1018	UNKNOWN	HOUSTON	70627	MARK THEOBALD P.O. 4700002610		0.00	0.00	01/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1015	UNKNOWN	HOUSTON	70650	TAMARA BURKHOLDER PO # 47000		0.00	0.00	01/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1016	UNKNOWN	HOUSTON	70660	TAMARA BURKHOLDER PO # 47000		0.00	0.00	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1020	UNKNOWN	HOUSTON	70667	MARK THEOBALD P.O. 4700002610		0.00	0 00	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1017	UNKNOWN	HOUSTON	70668	TAMARA BURKHOLDER PO # 47000		0.00	0.00	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1023	UNKNOWN	HOUSTON	70685	CITI CARDS - BRIAN STERN		35 15	2.90	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1030	UNKNOWN	HOUSTON	70822	ALISON EHNES SHELL CANADA L		0.00	0 00	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1028	UNKNOWN	HOUSTON	70839	MARK THEOBALD P.O. 4700003355		0.00	0.00	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1026	UNKNOWN	HOUSTON	70864	TAMARA BURKHOLDER PO # 47000		0.00	0.00	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1025	UNKNOWN	HOUSTON	70905	TAMARA BURKHOLDER PO # 47000		0.00	0.00	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1029	UNKNOWN	HOUSTON	70910	MARK THEOBALD P.O. 4700003355		0.00	0.00	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1027	UNKNOWN	HOUSTON	70911	TAMARA BURKHOLDER PO # 47000		0.00	0.00	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1024	UNKNOWN	HOUSTON	70996	ALISON EHNES SHELL CANADA L		0.00	0.00	02/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1034	UNKNOWN	HOUSTON	71085	MARK THEOBALD P.O 4700003355		0.00	0.00	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1032	UNKNOWN	HOUSTON	71110	TAMARA BURKHOLDER PO # 47000		0.00	0.00	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1035	UNKNOWN	HOUSTON	71141	MARK THEOBALD P O. 4700003355		0.00	0.00	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1031	UNKNOWN	HOUSTON	71142	TAMARA BURKHOLDER PO # 47000		0.00	0.00	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1033	UNKNOWN	HOUSTON	71368	CITI CARDS - BRIAN STERN		0.00	0.00	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1040	UNKNOWN	HOUSTON	71135	TAMARA BURKHOLDER PO # 47000		0.00	0.00	04/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1037	UNKNOWN	HOUSTON	71322	TAMARA BURKHOLDER PO # 47000		0.00	0.00	04/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1041	UNKNOWN	HOUSTON	71269	MARK THEOBALD P.O. 4700003355		0.00	0.00	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1039	UNKNOWN	HOUSTON	71295	TAMARA BURKHOLDER PO # 47000		0.00	0.00	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1038	UNKNOWN	HOUSTON	71330	MARK THEOBALD P.O 4700003355		0.00	0.00	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1042	UNKNOWN	HOUSTON	71331	TAMARA BURKHOLDER PO # 47000		0.00	0.00	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1043	UNKNOWN	HOUSTON	71464	CITI CARDS - BRIAN STERN		0.00	0.00	04/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1036	UNKNOWN	HOUSTON	71151	CITI CARDS - BRIAN STERN		32.52	2.68	04/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1047	UNKNOWN	HOUSTON	71498	MARK THEOBALD P O. 4700003355		0.00	0.00	05/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1046	UNKNOWN	HOUSTON	71524	TAMARA BURKHOLDER PO # 47000		0.00	0.00	05/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1044	UNKNOWN	HOUSTON	71346	CITI CARDS - BRIAN STERN		24.70	2.04	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1049	UNKNOWN	HOUSTON	71567	TAMARA BURKHOLDER PO # 47000		0.00	0.00	05/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1045	UNKNOWN	HOUSTON	71574	MARK THEOBALD P.O. 4700003355		0.00	0.00	05/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1048	UNKNOWN	HOUSTON	71575	TAMARA BURKHOLDER PO # 47000		0.00	0.00	05/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1057	UNKNOWN	HOUSTON	71732	ALISON EHNES SHELL CANADA L		0.00	0.00	06/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1051	UNKNOWN	HOUSTON	71593	CITI CARDS - BRIAN STERN		24.70	2.04	05/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1056	UNKNOWN	HOUSTON	71758	MARK THEOBALD P.O. 4700003355		0.00	0.00	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1053	UNKNOWN	HOUSTON	71783	TAMARA BURKHOLDER PO # 47000		0.00	0.00	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1055	UNKNOWN	HOUSTON	71819	TAMARA BURKHOLDER PO # 47000		0.00	0.00	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1054	UNKNOWN	HOUSTON	71827	MARK THEOBALD P.O. 4700003355		0.00	0.00	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1052	UNKNOWN	HOUSTON	71828	TAMARA BURKHOLDER PO # 47000		0.00	0.00	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1050	UNKNOWN	HOUSTON	71847	MARK THEOBALD P.O. 4700003355		0.00	0.00	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1060	UNKNOWN	HOUSTON	72143	CITI CARDS - BRIAN STERN		15,357.88	1,267.03	06/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1061	UNKNOWN	HOUSTON	72152	CITI CARDS - BRIAN STERN		-15,357.88	-1,267.03	06/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1058	UNKNOWN	HOUSTON	71903	ALISON EHNES SHELL CANADA L		0.00	0.00	06/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1059	UNKNOWN	HOUSTON	72153	CITI CARDS - BRIAN STERN		0.00	0.00	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1063	UNKNOWN	HOUSTON	71980	MARK THEOBALD P.O. 4700003355		0.00	0.00	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1062	UNKNOWN	HOUSTON	72005	TAMARA BURKHOLDER PO # 47000		0.00	0.00	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1065	UNKNOWN	HOUSTON	72043	TAMARA BURKHOLDER PO # 47000		0.00	0.00	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1066	UNKNOWN	HOUSTON	72050	MARK THEOBALD P.O. 4700003355		0.00	0.00	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1064	UNKNOWN	HOUSTON	72051	TAMARA BURKHOLDER PO # 47000		0.00	0.00	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1071	UNKNOWN	HOUSTON	72215	ALISON EHNES SHELL CANADA L		0.00	0.00	08/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1068	UNKNOWN	HOUSTON	72255	TAMARA BURKHOLDER PO # 47000		0.00	0.00	08/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1070	UNKNOWN	HOUSTON	72297	TAMARA BURKHOLDER PO # 47000		0.00	0.00	08/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1069	UNKNOWN	HOUSTON	72304	TAMARA BURKHOLDER PO # 47000		0.00	0.00	08/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1067	UNKNOWN	HOUSTON	72320	CITI CARDS - BRIAN STERN		23.75	1.96	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1075	UNKNOWN	HOUSTON	72303	MARK THEOBALD P.O. 4700003355		0.00	0.00	09/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1074	UNKNOWN	HOUSTON	72465	MARK THEOBALD P O. 4700003355		0.00	.0 00	09/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1072	UNKNOWN	HOUSTON	72490	TAMARA BURKHOLDER PO # 47000		0.00	0.00	09/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1079	UNKNOWN	HOUSTON	72500	ALISON EHNES SHELL CANADA L		0.00	0.00	09/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1077	UNKNOWN	HOUSTON	72523	TAMARA BURKHOLDER PO # 47000		0.00	0.00	09/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1078	UNKNOWN	HOUSTON	72530	MARK THEOBALD P O. 4700003355		0.00	0.00	09/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1076	UNKNOWN	HOUSTON	72531	TAMARA BURKHOLDER PO # 47000		0.00	0.00	09/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1073	UNKNOWN	HOUSTON	72230	MARK THEOBALD P O 4700003355		0.00	0.00	09/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1080	UNKNOWN	HOUSTON	72547	CITI CARDS - BRIAN STERN		24.70	2.04	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1082	UNKNOWN	HOUSTON	72680	MARK THEOBALD P.O 4700003355		0.00	0.00	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1081	UNKNOWN	HOUSTON	72706	TAMARA BURKHOLDER PO # 47000		0.00	0.00	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1083	UNKNOWN	HOUSTON	73074	CITI CARDS - BRIAN STERN		0.00	0.00	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1084	UNKNOWN	HOUSTON	72784	CITI CARDS - BRIAN STERN		39.90	3.29	11/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1085	UNKNOWN	HOUSTON	72782	TAMARA BURKHOLDER PO # 47000		0.00	0.00	11/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1087	UNKNOWN	HOUSTON	72767	MARK THEOBALD P.O. 4700003355		0.00	0.00	11/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1086	UNKNOWN	HOUSTON	72768	TAMARA BURKHOLDER PO # 47000		0.00	0.00	11/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1088	UNKNOWN	HOUSTON	72997	CITI CARDS - BRIAN STERN		39.90	3.29	12/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1095	UNKNOWN	HOUSTON	73145	MARK THEOBALD P.O. 4700003355		0.00	0.00	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1092	UNKNOWN	HOUSTON	73170	TAMARA BURKHOLDER PO # 47000		0.00	0.00	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1097	UNKNOWN	HOUSTON	73195	TAMARA BURKHOLDER PO # 47000		0.00	0.00	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1098	UNKNOWN	HOUSTON	73197	MARK THEOBALD P O 4700003355		0.00	0.00	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1090	UNKNOWN	HOUSTON	73206	TAMARA BURKHOLDER PO # 47000		0.00	0.00	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1094	UNKNOWN	HOUSTON	72923	MARK THEOBALD P O. 4700003355		0.00	0.00	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1093	UNKNOWN	HOUSTON	72948	TAMARA BURKHOLDER PO # 47000		0.00	0.00	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1091	UNKNOWN	HOUSTON	72976	TAMARA BURKHOLDER PO # 47000		0.00	0.00	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1099	UNKNOWN	HOUSTON	72981	MARK THEOBALD P.O. 4700003355		0.00	0.00	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1096	UNKNOWN	HOUSTON	72982	TAMARA BURKHOLDER PO # 47000		0.00	0.00	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1089	UNKNOWN	HOUSTON	73221	CITI CARDS - BRIAN STERN		39.90	3.29	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1102	UNKNOWN	HOUSTON	73374	MARK THEOBALD P.O. 4700003355		0.00	0.00	01/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1101	UNKNOWN	HOUSTON	73399	TAMARA BURKHOLDER PO # 47000		0.00	0.00	01/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1103	UNKNOWN	HOUSTON	73427	MARK THEOBALD P O 4700003355		0.00	0.00	01/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1100	UNKNOWN	HOUSTON	73458	MARK THEOBALD P O 4700003355		0.00	0.00	01/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1104	UNKNOWN	HOUSTON	73425	TAMARA BURKHOLDER PO # 47000		0.00	0.00	01/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1105	UNKNOWN	HOUSTON	73434	TAMARA BURKHOLDER PO # 47000		0.00	0.00	01/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1106	UNKNOWN	HOUSTON	73449	CITI CARDS - BRIAN STERN		39.90	3.29	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1107	UNKNOWN	HOUSTON	73540			0.00	0.00	02/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1108	UNKNOWN	HOUSTON	73565			0.00	0.00	02/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1109	UNKNOWN	HOUSTON	73571			0.00	0.00	02/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 1110	UNKNOWN	HOUSTON	73630			-8.29	-0.68	02/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1111	UNKNOWN	HOUSTON	73585			39.90	3.29	03/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1113	UNKNOWN	HOUSTON	69983	CITI CARDS - BRIAN STERN		55.10	4.55	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1112	UNKNOWN	HOUSTON	72328	CITI CARDS - BRIAN STERN		55.10	4.55	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1114	UNKNOWN	HOUSTON	75790			64.81	5.35	06/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
				Detail Exam Summary Total		$3,969.57	$327.50	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 610 DISALLOWED DEDUCTION - PRIOR TO 2013

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	2,987,567.91	0.06250	186,723.17
TOTAL AUTHORITY: STATE			$ 186,723.17
CITY			
0.0100000	2,987,567.91	0.01000	29,875.64
TOTAL AUTHORITY: CITY			$ 29,875.64
TRANSIT			
0.0100000	2,987,567.91	0.01000	29,875.64
TOTAL AUTHORITY: TRANSIT			$ 29,875.64

TOTAL TAX ON EXAM 610 **$ 246,474.45**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5234	AFC/POPEYES SUPPORT CENTER	HOUSTON	69604	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,046.30	168.82	08/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5215	AFC/POPEYES SUPPORT CENTER	HOUSTON	70013	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	3,109.35	256.52	10/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5224	AFC/POPEYES SUPPORT CENTER	HOUSTON	70142	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,564.05	211.53	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5217	AFC/POPEYES SUPPORT CENTER	HOUSTON	70362	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,803.45	231.28	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5221	AFC/POPEYES SUPPORT CENTER	HOUSTON	70605	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,636.25	217.49	12/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5220	AFC/POPEYES SUPPORT CENTER	HOUSTON	70827	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,704.65	223.13	01/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5222	AFC/POPEYES SUPPORT CENTER	HOUSTON	71045	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,602.05	214.67	02/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5226	AFC/POPEYES SUPPORT CENTER	HOUSTON	71265	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,359.80	194.68	03/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5232	AFC/POPEYES SUPPORT CENTER	HOUSTON	71492	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,147.00	177.13	04/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5320	AFC/POPEYES SUPPORT CENTER	HOUSTON	71471	AFC/POPEYES SUPPORT CENTER		73.07	6.03	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5237	AFC/POPEYES SUPPORT CENTER	HOUSTON	72005	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	1,896.10	156.59	06/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5268	AFC/POPEYES SUPPORT CENTER	HOUSTON	72074	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	656.34	54.15	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5231	AFC/POPEYES SUPPORT CENTER	HOUSTON	72226	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,161.25	178.30	07/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5248	AFC/POPEYES SUPPORT CENTER	HOUSTON	72322	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	1,443.75	119.11	07/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5230	AFC/POPEYES SUPPORT CENTER	HOUSTON	72461	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,164.10	178.54	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5253	AFC/POPEYES SUPPORT CENTER	HOUSTON	72549	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	1,231.18	101.57	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5223	AFC/POPEYES SUPPORT CENTER	HOUSTON	72668	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,567.85	211.85	10/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5250	AFC/POPEYES SUPPORT CENTER	HOUSTON	72785	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	1,329.58	109.69	10/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5246	AFC/POPEYES SUPPORT CENTER	HOUSTON	72999	AFC/POPEYES SUPPORT CENTER	1459.14 FULFILLMENT CHARGES	1,484.14	122.44	11/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5247	AFC/POPEYES SUPPORT CENTER	HOUSTON	73229	AFC/POPEYES SUPPORT CENTER	1355.35 FULFILLMENT CHARGES	1,469.35	121.22	12/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5209	AFC/POPEYES SUPPORT CENTER	HOUSTON	73369	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	3,544.45	292.42	01/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5229	AFC/POPEYES SUPPORT CENTER	HOUSTON	73452	AFC/POPEYES SUPPORT CENTER	2197.86 FULFILLMENT CHARGES	2,227.86	183.80	01/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5290	AFC/POPEYES SUPPORT CENTER	HOUSTON	75175			225.66	18.62	01/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5205	AFC/POPEYES SUPPORT CENTER	HOUSTON	73513		FULFILLMENT	3,749.85	309.35	02/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5236	AFC/POPEYES SUPPORT CENTER	HOUSTON	73587		FULFILLMENT	1,867.06	154.03	03/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5340	AFC/POPEYES SUPPORT CENTER	HOUSTON	75358			6.82	0.56	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5251	AFC/POPEYES SUPPORT CENTER	HOUSTON	75543		578.48 FULFILLMENT CHARGES	817.48	67.44	04/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5255	AFC/POPEYES SUPPORT CENTER	HOUSTON	75791		421.72 FULFILLMENT CHARGES	1,169.44	96.48	05/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5212	AFC/POPEYES SUPPORT CENTER	HOUSTON	75927		FULFILLMENT	3,301.25	272.35	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5257	AFC/POPEYES SUPPORT CENTER	HOUSTON	76004		742.86 FULFILLMENT CHARGES	937.86	77.37	06/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5146	AFC/POPEYES SUPPORT CENTER	HOUSTON	76145			0.00	0.00	06/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5271	AFC/POPEYES SUPPORT CENTER	HOUSTON	76275		305.51 FULFILLMENT CHARGES	515.51	42.53	07/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5267	AFC/POPEYES SUPPORT CENTER	HOUSTON	76326			12.06	1.00	07/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	158
4863H- 5157	AFC/POPEYES SUPPORT CENTER	HOUSTON	76336			0.00	0.00	07/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5286	AFC/POPEYES SUPPORT CENTER	HOUSTON	76492		177.65 FULFILLMENT CHARGES	327.65	27.03	08/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5284	AFC/POPEYES SUPPORT CENTER	HOUSTON	76715		FULFILLMENT	355.12	29.30	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5211	AFC/POPEYES SUPPORT CENTER	HOUSTON	76786			0.00	0.00	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5198	AFC/POPEYES SUPPORT CENTER	HOUSTON	76875			648.40	53.49	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	155
4863H- 5288	AFC/POPEYES SUPPORT CENTER	HOUSTON	76935		FULFILLMENT	285.46	23.55	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5335	AFC/POPEYES SUPPORT CENTER	HOUSTON	77071			0.00	0.00	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5269	AFC/POPEYES SUPPORT CENTER	HOUSTON	77108		595.7 FULFILLMENT CHARGES	619.70	51.13	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5145	AFC/POPEYES SUPPORT CENTER	HOUSTON	77206		FULFILLMENT	7,789.80	642.66	11/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5273	AFC/POPEYES SUPPORT CENTER	HOUSTON	77207		FULFILLMENT	474.44	39.14	11/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5326	AFC/POPEYES SUPPORT CENTER	HOUSTON	77268			0.00	0.00	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5154	AFC/POPEYES SUPPORT CENTER	HOUSTON	77285		FULFILLMENT	6,779.85	559.34	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5331	AFC/POPEYES SUPPORT CENTER	HOUSTON	77287		FULFILLMENT	46.23	3.51	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5275	APC/POPEYES SUPPORT CENTER	HOUSTON	77461			420.00	34.65	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5242	APC/POPEYES SUPPORT CENTER	HOUSTON	77462		1704.81 FULFILLMENT CHARGES	1,713.81	141.39	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5308	C SAW MARKETING GROUP, INC.	HOUSTON	72550	C.SAW MARKETING GROUP, INC.	FULFILLMENT	146.86	12.12	11/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5336	C SAW MARKETING GROUP, INC.	HOUSTON	72792	C SAW MARKETING GROUP, INC.	FULFILLMENT	16.65	1.37	12/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5134	CITI CARDS-PRIVATE LABEL	HOUSTON	69417	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	10,292.06	849.09	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5132	CITI CARDS-PRIVATE LABEL	HOUSTON	69176	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	10,955.47	903.83	09/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5151	CITI CARDS-PRIVATE LABEL	HOUSTON	69691	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	7,240.71	597.36	10/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5114	CITI CARDS-PRIVATE LABEL	HOUSTON	69955	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	22,055.49	1,819.58	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5128	CITI CARDS-PRIVATE LABEL	HOUSTON	70214	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	13,396.89	1,105.24	12/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5123	CITI CARDS-PRIVATE LABEL	HOUSTON	70432	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	15,869.08	1,309.20	01/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5213	CITI CARDS-PRIVATE LABEL	HOUSTON	70656	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	3,233.53	266.77	02/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5164	CITI CARDS-PRIVATE LABEL	HOUSTON	71131	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	6,132.34	505.92	04/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5226	CITI CARDS-PRIVATE LABEL	HOUSTON	70901	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	2,245.71	185.27	04/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5187	CITI CARDS-PRIVATE LABEL	HOUSTON	71318	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,897.46	404.04	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5178	CITI CARDS-PRIVATE LABEL	HOUSTON	71563	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	5,376.34	443.55	06/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5161	CITI CARDS-PRIVATE LABEL	HOUSTON	71814	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	6,207.89	512.15	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5046	CITI CARDS-PRIVATE LABEL	HOUSTON	71814	JEFF HOGAN CITI CARDS-PRIVATE L		0.00	0.00	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5190	CITI CARDS-PRIVATE LABEL	HOUSTON	72039	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,752.46	392.08	08/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5195	CITI CARDS-PRIVATE LABEL	HOUSTON	72293	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,301.27	354.85	09/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5200	CITI CARDS-PRIVATE LABEL	HOUSTON	72519	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,000.68	330.07	10/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5193	CITI CARDS-PRIVATE LABEL	HOUSTON	72760	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	5,986.33	493.87	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5150	CITI CARDS-PRIVATE LABEL	HOUSTON	72974	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	7,253.81	598.44	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5188	CITI CARDS-PRIVATE LABEL	HOUSTON	73192	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,846.68	399.87	01/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5194	CITI CARDS-PRIVATE LABEL	HOUSTON	73423	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,482.20	369.78	02/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5191	CITI CARDS-PRIVATE LABEL	HOUSTON	73563		FULFILLMENT	4,740.37	391.08	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5049	CITI CARDS-PRIVATE LABEL	HOUSTON	73682			90.00	7.43	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5177	CITI CARDS-PRIVATE LABEL	HOUSTON	75512		FULFILLMENT	5,374.75	443.42	05/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5159	CITI CARDS-PRIVATE LABEL	HOUSTON	75751		FULFILLMENT	6,372.79	525.76	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5204	CITI CARDS-PRIVATE LABEL	HOUSTON	75974		FULFILLMENT	3,797.15	313.26	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5171	CITI CARDS-PRIVATE LABEL	HOUSTON	76247		FULFILLMENT	5,775.90	476.51	08/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5205	CITI CARDS-PRIVATE LABEL	HOUSTON	76464		FULFILLMENT	3,589.30	296.12	09/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5184	CITI CARDS-PRIVATE LABEL	HOUSTON	76724		FULFILLMENT	4,954.61	408.76	10/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5185	CITI CARDS-PRIVATE LABEL	HOUSTON	76911		FULFILLMENT	6,124.10	505.24	11/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5187	CITI CARDS-PRIVATE LABEL	HOUSTON	77086		FULFILLMENT	6,072.98	501.02	12/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5316	COCA COLA COMPANY	HOUSTON	68366	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	78.00	6.44	08/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5310	COCA COLA COMPANY	HOUSTON	68368	ANDRE DEBUSSEY COCA COLA COMPA		126.68	10.45	08/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5319	COCA COLA COMPANY	HOUSTON	68925	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	78.00	6.44	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5318	COCA COLA COMPANY	HOUSTON	69106	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	78.00	6.44	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5317	COCA COLA COMPANY	HOUSTON	69605	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	78.00	6.44	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5303	COCA COLA COMPANY	HOUSTON	69883	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	155.00	12.79	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5307	COCA COLA COMPANY	HOUSTON	70143	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	147.00	12.13	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5305	COCA COLA COMPANY	HOUSTON	70363	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	147.00	12.13	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5304	COCA COLA COMPANY	HOUSTON	70604	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	152.00	12.54	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5305	COCA COLA COMPANY	HOUSTON	70626	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	152.00	12.54	04/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5297	COCA COLA COMPANY	HOUSTON	71044	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	178.00	14.69	05/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5296	COCA COLA COMPANY	HOUSTON	71264	MELISSA CAMACHO COCA COLA	FULFILLMENT	178.00	14.69	05/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5298	COCA COLA COMPANY	HOUSTON	71493	MELISSA CAMACHO COCA COLA	FULFILLMENT	178.00	14.69	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5299	COCA COLA COMPANY	HOUSTON	71795	MELISSA CAMACHO COCA COLA	FULFILLMENT	178.00	14.69	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5292	COCA COLA COMPANY	HOUSTON	72007	MELISSA CAMACHO COCA COLA	FULFILLMENT	212.00	17.49	08/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5293	COCA COLA COMPANY	HOUSTON	72227	MELISSA CAMACHO COCA COLA	FULFILLMENT	212.00	17.49	08/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5289	COCA COLA COMPANY	HOUSTON	72462	MELISSA CAMACHO COCA COLA	FULFILLMENT	228.00	18.81	08/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5321	COCA COLA COMPANY	HOUSTON	72669	MELISSA CAMACHO COCA COLA	FULFILLMENT	73.00	6.02	11/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5301	COCA COLA COMPANY	HOUSTON	73002	MELISSA CAMACHO COCA COLA	FULFILLMENT	173.13	14.28	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5314	COCA COLA COMPANY	HOUSTON	73179	MELISSA CAMACHO COCA COLA	FULFILLMENT	94.00	7.76	12/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5315	COCA COLA COMPANY	HOUSTON	72788	MELISSA CAMACHO COCA COLA	FULFILLMENT	86.36	7.12	01/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5313	COCA COLA COMPANY	HOUSTON	73230	MELISSA CAMACHO COCA COLA	FULFILLMENT	102.77	8.48	01/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5300	COCA COLA COMPANY	HOUSTON	73514		FULFILLMENT	177.00	14.60	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5322	COCA COLA COMPANY	HOUSTON	73370	MELISSA CAMACHO COCA COLA	FULFILLMENT	73.00	6.02	03/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5245	COCA COLA COMPANY	HOUSTON	76970		FULFILLMENT	1,500.00	123.75	10/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5041	CONSOLIDATED DISTRIBUTION CORP., LLC	HOUSTON	76462			0.00	0.00	08/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5044	CONSOLIDATED DISTRIBUTION CORP., LLC	HOUSTON	76964			0.00	0.00	10/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5042	CONSOLIDATED DISTRIBUTION CORP., LLC	HOUSTON	77072			0.00	0.00	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5149	CREATIVE LINK, INC	HOUSTON	69756	CREATIVE LINK, INC.		7,450.30	614.55	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5243	DUMMY ACCOUNT	HOUSTON	71543	POSTERS DUMMY ACCOUNT		1,535.00	126.64	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5285	DUMMY ACCOUNT	HOUSTON	76748			353.80	29.19	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5324	ESTELLE WEST OUTWEST PROMOTIONS	HOUSTON	71053	ESTELLE WEST OUTWEST PROMOTI		67 44	5 56	02/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5050	ESTELLE WEST OUTWEST PROMOTIONS	HOUSTON	70314	ESTELLE WEST OUTWEST PROMOTI		86.77	7.16	03/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5312	HEIDI MASSEY-BONG	HOUSTON	71279	HEIDI MASSEY-BONG	FULFILLMENT	0.00	0.00	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5119	HEIDI MASSEY-BONG	HOUSTON	71300	HEIDI MASSEY-BONG		0.00	0.00	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5327	HEIDI MASSEY-BONG	HOUSTON	71508	HEIDI MASSEY-BONG	FULFILLMENT	0.00	0.00	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5192	HEIDI MASSEY-BONG	HOUSTON	71613	HEIDI MASSEY-BONG		0.00	0.00	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5332	HEIDI MASSEY-BONG	HOUSTON	72073	HEIDI MASSEY-BONG	FULFILLMENT	0.00	0.00	08/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5295	HEIDI MASSEY-BONG	HOUSTON	72799	HEIDI MASSEY-BONG	FULFILLMENT	0.00	0.00	01/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5124	HEIDI MASSEY-BONG	HOUSTON	71207	HEIDI MASSEY-BONG		0.00	0.00	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5126	HEIDI MASSEY-BONG	HOUSTON	71210	HEIDI MASSEY-BONG		0 00	0.00	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5046	HEIDI MASSEY-BONG	HOUSTON	72431	HEIDI MASSEY-BONG		0.00	0.00	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5051	HEIDI MASSEY-BONG	HOUSTON	72432	HEIDI MASSEY-BONG		0.00	0 00	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5045	HEIDI MASSEY-BONG	HOUSTON	72433	HEIDI MASSEY-BONG		0.00	0.00	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5047	HEIDI MASSEY-BONG	HOUSTON	72434	HEIDI MASSEY-BONG		0.00	0.00	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5043	HEIDI MASSEY-BONG	HOUSTON	72576	HEIDI MASSEY-BONG		0 00	0.00	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5142	MARK VII EQUIPMENT, INC.	HOUSTON	71618	MARK VII EQUIPMENT, INC		0 00	0 00	06/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5139	MARK VII EQUIPMENT, INC.	HOUSTON	72141	MARK VII EQUIPMENT, INC.		0 00	0.00	08/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5136	MARK VII EQUIPMENT, INC	HOUSTON	72639	MARK VII EQUIPMENT, INC.		0.00	0.00	11/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5189	MARK VII EQUIPMENT, INC	HOUSTON	72851	MARK VII EQUIPMENT, INC		0.00	0.00	12/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5147	MARK VII EQUIPMENT, INC.	HOUSTON	73303	MARK VII EQUIPMENT, INC.		0 00	0.00	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5155	MARK VII EQUIPMENT, INC.	HOUSTON	73342	MARK VII EQUIPMENT, INC		0 00	0 00	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5253	MARK VII EQUIPMENT, INC	HOUSTON	73400	MARK VII EQUIPMENT, INC.		0.00	0.00	01/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5291	MARK VII EQUIPMENT, INC	HOUSTON	72816	MARK VII EQUIPMENT, INC.		0.00	0.00	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5256	MARK VII EQUIPMENT, INC.	HOUSTON	75385			0.00	0.00	04/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5133	MARK VII EQUIPMENT, INC	HOUSTON	76350			0.00	0.00	07/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5244	MARK VII EQUIPMENT, INC.	HOUSTON	76351			0 00	0.00	07/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5311	MARK VII EQUIPMENT, INC	HOUSTON	76616			0.00	0 00	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002

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4863H- 5302	MARK VII EQUIPMENT, INC	HOUSTON	76617			0.00	0.00	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5272	MARK VII EQUIPMENT, INC	HOUSTON	76618			0.00	0.00	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5130	MARK VII EQUIPMENT, INC.	HOUSTON	76947			0.00	0.00	10/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5159	MARK VII EQUIPMENT, INC.	HOUSTON	76981			0.00	0.00	10/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5254	MARK VII EQUIPMENT, INC	HOUSTON	77182			0.00	0.00	11/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5129	MATTRESS FIRM INC	HOUSTON	73591		FULFILLMENT	13,208.69	1,089.72	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5252	MATTRESS FIRM INC	HOUSTON	73455	MATTRESS FIRM INC.	FULFILLMENT	1,313.69	108.38	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5127	MATTRESS FIRM INC	HOUSTON	75548		FULFILLMENT	13,410.24	1,106.34	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5131	MATTRESS FIRM INC	HOUSTON	75795		FULFILLMENT	11,603.52	957.29	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5138	MATTRESS FIRM INC	HOUSTON	76006		FULFILLMENT	9,795.20	808.10	06/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5090	MATTRESS FIRM INC	HOUSTON	76279		FULFILLMENT	30,151.51	2,487.50	07/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5097	MATTRESS FIRM INC	HOUSTON	76495		FULFILLMENT	31,561.68	2,603.84	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5117	MATTRESS FIRM INC.	HOUSTON	76718		FULFILLMENT	19,283.87	1,590.92	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5115	MATTRESS FIRM INC.	HOUSTON	76849		FULFILLMENT	21,376.71	1,763.58	10/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5085	MATTRESS FIRM INC	HOUSTON	77128		FULFILLMENT	32,584.56	2,688.23	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5116	MATTRESS FIRM INC.	HOUSTON	77255		FULFILLMENT	19,817.63	1,634.95	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5214	MATTRESS FIRM MCS	HOUSTON	73592		FULFILLMENT	3,126.32	257.92	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5238	MATTRESS FIRM MCS	HOUSTON	73456	MATTRESS FIRM MCS	FULFILLMENT	1,953.26	161.14	02/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5119	MATTRESS FIRM MCS	HOUSTON	75549		FULFILLMENT	18,302.46	1,509.95	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5122	MATTRESS FIRM MCS	HOUSTON	75797		FULFILLMENT	16,137.57	1,331.35	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5135	MATTRESS FIRM MCS	HOUSTON	76008		FULFILLMENT	9,926.52	818.94	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5180	MATTRESS FIRM MCS	HOUSTON	76280		FULFILLMENT	5,116.96	422.15	07/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5163	MATTRESS FIRM MCS	HOUSTON	76496		FULFILLMENT	6,148.94	507.29	08/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5141	MATTRESS FIRM MCS	HOUSTON	76719		FULFILLMENT	8,552.05	705.54	09/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5173	MATTRESS FIRM MCS	HOUSTON	76850		FULFILLMENT	5,563.94	459.03	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5121	MATTRESS FIRM MCS	HOUSTON	77129		FULFILLMENT	16,247.30	1,340.40	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5137	MATTRESS FIRM MCS	HOUSTON	77256		FULFILLMENT	9,860.40	813.48	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5053	MURPHY USA MERCHANDISING	HOUSTON	69430	MURPHY USA MERCHANDISING	FULFILLMENT	60,758.84	5,012.60	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5186	MURPHY USA MERCHANDISING	HOUSTON	69431	MURPHY USA MERCHANDISING	FULFILLMENT	4,900.17	404.26	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5071	MURPHY USA MERCHANDISING	HOUSTON	69705	MURPHY USA MERCHANDISING	FULFILLMENT	43,105.26	3,556.18	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5196	MURPHY USA MERCHANDISING	HOUSTON	69706	MURPHY USA MERCHANDISING	FULFILLMENT	4,264.93	351.86	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5055	MURPHY USA MERCHANDISING	HOUSTON	69966	MURPHY USA MERCHANDISING	FULFILLMENT	50,701.86	4,182.90	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5182	MURPHY USA MERCHANDISING	HOUSTON	69967	MURPHY USA MERCHANDISING	FULFILLMENT	5,015.66	413.79	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5063	MURPHY USA MERCHANDISING	HOUSTON	70228	MURPHY USA MERCHANDISING	FULFILLMENT	44,863.08	3,701.20	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5172	MURPHY USA MERCHANDISING	HOUSTON	70229	MURPHY USA MERCHANDISING	FULFILLMENT	5,565.11	459.20	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5210	MURPHY USA MERCHANDISING	HOUSTON	70443	MURPHY USA MERCHANDISING	FULFILLMENT	3,521.05	290.49	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5074	MURPHY USA MERCHANDISING	HOUSTON	70442	MURPHY USA MERCHANDISING	FULFILLMENT	41,720.67	3,441.96	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5072	MURPHY USA MERCHANDISING	HOUSTON	70669	MURPHY USA MERCHANDISING	FULFILLMENT	42,737.20	3,525.82	12/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5216	MURPHY USA MERCHANDISING	HOUSTON	70670	MURPHY USA MERCHANDISING	FULFILLMENT	3,034.72	250.36	12/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5080	MURPHY USA MERCHANDISING	HOUSTON	70912	MURPHY USA MERCHANDISING	FULFILLMENT	35,885.16	2,960.53	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5197	MURPHY USA MERCHANDISING	HOUSTON	70913	MURPHY USA MERCHANDISING	FULFILLMENT	4,207.01	347.08	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5058	MURPHY USA MERCHANDISING	HOUSTON	71143	MURPHY USA MERCHANDISING	FULFILLMENT	47,135.88	3,888.72	03/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5181	MURPHY USA MERCHANDISING	HOUSTON	71144	MURPHY USA MERCHANDISING	FULFILLMENT	5,083.90	419.42	03/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5067	MURPHY USA MERCHANDISING	HOUSTON	71332	MURPHY USA MERCHANDISING	FULFILLMENT	44,035.36	3,632.92	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5185	MURPHY USA MERCHANDISING	HOUSTON	71333	MURPHY USA MERCHANDISING	FULFILLMENT	4,909.97	405.07	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5057	MURPHY USA MERCHANDISING	HOUSTON	71579	MURPHY USA MERCHANDISING	FULFILLMENT	48,989.71	4,041.65	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5201	MURPHY USA MERCHANDISING	HOUSTON	71580	MURPHY USA MERCHANDISING	FULFILLMENT	3,937.63	324.85	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5060	MURPHY USA MERCHANDISING	HOUSTON	71829	MURPHY USA MERCHANDISING	FULFILLMENT	45,824.84	3,780.55	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5150	MURPHY USA MERCHANDISING	HOUSTON	71830	MURPHY USA MERCHANDISING	FULFILLMENT	6,301.10	519.84	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5070	MURPHY USA MERCHANDISING	HOUSTON	72052	MURPHY USA MERCHANDISING	FULFILLMENT	43,127.99	3,559.06	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5174	MURPHY USA MERCHANDISING	HOUSTON	72053	MURPHY USA MERCHANDISING	FULFILLMENT	5,535.66	456.77	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5052	MURPHY USA MERCHANDISING	HOUSTON	72305	MURPHY USA MERCHANDISING	FULFILLMENT	64,824.79	5,348.05	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5148	MURPHY USA MERCHANDISING	HOUSTON	72306	MURPHY USA MERCHANDISING	FULFILLMENT	7,519.67	620.37	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5066	MURPHY USA MERCHANDISING	HOUSTON	72532	MURPHY USA MERCHANDISING	FULFILLMENT	44,051.39	3,634.24	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5168	MURPHY USA MERCHANDISING	HOUSTON	72533	MURPHY USA MERCHANDISING	FULFILLMENT	6,094.13	502.77	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5054	MURPHY USA MERCHANDISING	HOUSTON	72769	MURPHY USA MERCHANDISING	FULFILLMENT	56,569.42	4,666.98	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5140	MURPHY USA MERCHANDISING	HOUSTON	72770	MURPHY USA MERCHANDISING	FULFILLMENT	8,910.71	735.13	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5064	MURPHY USA MERCHANDISING	HOUSTON	72983	MURPHY USA MERCHANDISING	FULFILLMENT	44,358.33	3,660.39	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5193	MURPHY USA MERCHANDISING	HOUSTON	72984	MURPHY USA MERCHANDISING	FULFILLMENT	4,571.46	377.15	10/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5073	MURPHY USA MERCHANDISING	HOUSTON	73207	MURPHY USA MERCHANDISING	FULFILLMENT	42,012.06	3,465.99	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5158	MURPHY USA MERCHANDISING	HOUSTON	73208	MURPHY USA MERCHANDISING	FULFILLMENT	6,414.31	529.18	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5061	MURPHY USA MERCHANDISING	HOUSTON	73435	MURPHY USA MERCHANDISING	FULFILLMENT	45,363.28	3,742.47	12/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5162	MURPHY USA MERCHANDISING	HOUSTON	73436	MURPHY USA MERCHANDISING	FULFILLMENT	6,182.21	510.03	12/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5079	MURPHY USA MERCHANDISING	HOUSTON	73572		FULFILLMENT	36,259.31	2,991.39	01/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5207	MURPHY USA MERCHANDISING	HOUSTON	73573		FULFILLMENT	3,609.15	297.75	01/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5059	MURPHY USA MERCHANDISING	HOUSTON	75315		FULFILLMENT	46,318.36	3,821.26	02/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5170	MURPHY USA MERCHANDISING	HOUSTON	75316		FULFILLMENT	5,781.39	476.96	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5056	MURPHY USA MERCHANDISING	HOUSTON	75527		FULFILLMENT	50,586.26	4,173.37	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5179	MURPHY USA MERCHANDISING	HOUSTON	75528		FULFILLMENT	5,149.03	424.79	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5069	MURPHY USA MERCHANDISING	HOUSTON	75776		FULFILLMENT	43,696.59	3,604.97	05/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5152	MURPHY USA MERCHANDISING	HOUSTON	75777		FULFILLMENT	7,227.68	596.28	05/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5068	MURPHY USA MERCHANDISING	HOUSTON	75988		FULFILLMENT	43,947.31	3,625.55	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5202	MURPHY USA MERCHANDISING	HOUSTON	75989		FULFILLMENT	3,932.40	324.42	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5077	MURPHY USA MERCHANDISING	HOUSTON	76261		FULFILLMENT	40,134.44	3,311.09	06/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5169	MURPHY USA MERCHANDISING	HOUSTON	76262		FULFILLMENT	5,983.95	493.56	06/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5144	MURPHY USA MERCHANDISING	HOUSTON	76704		FULFILLMENT	7,827.89	645.80	08/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5075	MURPHY USA MERCHANDISING	HOUSTON	76478		FULFILLMENT	41,315.58	3,408.54	09/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5183	MURPHY USA MERCHANDISING	HOUSTON	76479		FULFILLMENT	4,982.79	411.08	09/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5062	MURPHY USA MERCHANDISING	HOUSTON	76824		FULFILLMENT	45,044.43	3,716.17	09/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5153	MURPHY USA MERCHANDISING	HOUSTON	76825		FULFILLMENT	6,840.94	564.38	09/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5065	MURPHY USA MERCHANDISING	HOUSTON	77097		FULFILLMENT	44,216.15	3,647.83	10/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5175	MURPHY USA MERCHANDISING	HOUSTON	77098		FULFILLMENT	5,449.09	449.55	10/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5076	MURPHY USA MERCHANDISING	HOUSTON	77274		FULFILLMENT	41,065.55	3,387.91	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5178	MURPHY USA MERCHANDISING	HOUSTON	77275		FULFILLMENT	5,236.46	432.01	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5079	MURPHY USA MERCHANDISING	HOUSTON	77470		FULFILLMENT	39,421.56	3,252.28	12/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5143	MURPHY USA MERCHANDISING	HOUSTON	77471		FULFILLMENT	7,923.21	653.66	12/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5339	POPEYES SUPPORT CENTER	HOUSTON	73001	RACHELLE DEVER POPEYES SUPPORT	FULFILLMENT	10.20	0.84	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5335	POPEYES SUPPORT CENTER	HOUSTON	72564	RACHELLE DEVER POPEYES SUPPORT	FULFILLMENT	12.46	1.03	12/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5334	POPEYES SUPPORT CENTER	HOUSTON	73453	RACHELLE DEVER POPEYES SUPPORT	FULFILLMENT	31.69	2.61	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5337	POPEYES SUPPORT CENTER	HOUSTON	73589		FULFILLMENT	12.60	1.04	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5323	POPEYES SUPPORT CENTER	HOUSTON	75545		FULFILLMENT	69.89	5.77	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5335	POPEYES SUPPORT CENTER	HOUSTON	75793		FULFILLMENT	30.00	2.48	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5125	POPEYES SUPPORT CENTER	HOUSTON	76589			15,342.00	1,265.72	08/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5333	POPEYES SUPPORT CENTER	HOUSTON	76493		FULFILLMENT	35.45	2.92	09/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5330	POPEYES SUPPORT CENTER	HOUSTON	75277		FULFILLMENT	46.45	3.83	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5328	POPEYES SUPPORT CENTER	HOUSTON	76716		FULFILLMENT	58.16	4.80	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5329	POPEYES SUPPORT CENTER	HOUSTON	76936		FULFILLMENT	55.51	4.58	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5294	POPEYES SUPPORT CENTER	HOUSTON	77286		FULFILLMENT	208.39	17.19	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5240	POPEYES SUPPORT CENTER	HOUSTON	76158			1,785.00	147.26	12/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5249	POPEYES SUPPORT CENTER	HOUSTON	76787			0.00	0.00	12/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5309	POPEYES SUPPORT CENTER	HOUSTON	77484		FULFILLMENT	146.72	12.10	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5287	R.S ENTERPRISES	HOUSTON	71785	R.S ENTERPRISES		320.00	26.40	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5276	RATTAN BISTRO	HOUSTON	69601	RATTAN BISTRO		395.85	32.66	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5277	RATTAN BISTRO	HOUSTON	70031	RATTAN BISTRO		395.85	32.66	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5278	RATTAN BISTRO	HOUSTON	70753	RATTAN BISTRO		395.85	32.66	01/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5279	RATTAN BISTRO	HOUSTON	71387	RATTAN BISTRO		395.85	32.66	04/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5280	RATTAN BISTRO	HOUSTON	72124	RATTAN BISTRO		395.85	32.66	07/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5274	RATTAN BISTRO	HOUSTON	72758	RATTAN BISTRO		450.00	37.13	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5281	RATTAN BISTRO	HOUSTON	72823	RATTAN BISTRO		395.85	32.66	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5282	RATTAN BISTRO	HOUSTON	73549			395.85	32.66	02/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5283	RATTAN BISTRO	HOUSTON	75590			395.85	32.66	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5107	VALERO RETAIL ADVERTISING	HOUSTON	69432	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	27,512.94	2,269.82	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5109	VALERO RETAIL ADVERTISING	HOUSTON	69707	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	27,120.58	2,237.45	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5083	VALERO RETAIL ADVERTISING	HOUSTON	69968	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	33,530.30	2,766.25	09/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5089	VALERO RETAIL ADVERTISING	HOUSTON	70230	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,692.48	2,367.13	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5092	VALERO RETAIL ADVERTISING	HOUSTON	70145	RICK GARCIA VALERO RETAIL ADV		0.00	0.00	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	9002
4863H- 5091	VALERO RETAIL ADVERTISING	HOUSTON	70457	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	30,012.30	2,476.01	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5110	VALERO RETAIL ADVERTISING	HOUSTON	70671	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	26,833.30	2,213.75	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5101	VALERO RETAIL ADVERTISING	HOUSTON	70914	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,495.87	2,350.91	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5103	VALERO RETAIL ADVERTISING	HOUSTON	71145	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,154.54	2,322.75	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5270	VALERO RETAIL ADVERTISING	HOUSTON	71476	RICK GARCIA VALERO RETAIL ADV		529.24	43.66	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5108	VALERO RETAIL ADVERTISING	HOUSTON	71334	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	27,426.51	2,262.69	04/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5092	VALERO RETAIL ADVERTISING	HOUSTON	71581	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	29,928.38	2,469.09	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5094	VALERO RETAIL ADVERTISING	HOUSTON	71831	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	29,435.17	2,428.40	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5097	VALERO RETAIL ADVERTISING	HOUSTON	72054	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,899.89	2,384.24	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5093	VALERO RETAIL ADVERTISING	HOUSTON	72307	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	29,669.20	2,447.71	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5233	VALERO RETAIL ADVERTISING	HOUSTON	72392	RICK GARCIA VALERO RETAIL ADV		2,132.00	175.89	08/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5102	VALERO RETAIL ADVERTISING	HOUSTON	72534	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,472.36	2,348.97	08/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5219	VALERO RETAIL ADVERTISING	HOUSTON	72738	RICK GARCIA VALERO RETAIL ADV		2,756.25	227.39	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5265	VALERO RETAIL ADVERTISING	HOUSTON	72745	RICK GARCIA VALERO RETAIL ADV		690.00	56.93	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5088	VALERO RETAIL ADVERTISING	HOUSTON	72771	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	30,390.59	2,507.22	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5084	VALERO RETAIL ADVERTISING	HOUSTON	72985	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	32,748.37	2,701.74	11/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5081	VALERO RETAIL ADVERTISING	HOUSTON	73209	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	35,105.92	2,896.24	11/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5096	VALERO RETAIL ADVERTISING	HOUSTON	73437	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	31,662.12	2,612.12	01/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5262	VALERO RETAIL ADVERTISING	HOUSTON	75077			754.60	62.25	01/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5203	VALERO RETAIL ADVERTISING	HOUSTON	75104			3,894.55	321.30	01/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5089	VALERO RETAIL ADVERTISING	HOUSTON	73574		FULFILLMENT	30,313.40	2,500.66	02/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5111	VALERO RETAIL ADVERTISING	HOUSTON	75317		FULFILLMENT	26,174.40	2,159.39	03/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5266	VALERO RETAIL ADVERTISING	HOUSTON	75363			690.00	56.93	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5251	VALERO RETAIL ADVERTISING	HOUSTON	75439			1,316.00	108.57	03/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5105	VALERO RETAIL ADVERTISING	HOUSTON	75529		FULFILLMENT	27,742.19	2,288.73	03/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5264	VALERO RETAIL ADVERTISING	HOUSTON	75693			695.00	57.34	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5096	VALERO RETAIL ADVERTISING	HOUSTON	75775		FULFILLMENT	28,964.73	2,389.59	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5235	VALERO RETAIL ADVERTISING	HOUSTON	75870			1,972.00	162.69	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5095	VALERO RETAIL ADVERTISING	HOUSTON	75992		FULFILLMENT	29,311.12	2,418.17	05/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5241	VALERO RETAIL ADVERTISING	HOUSTON	76044			1,782.00	147.02	06/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5100	VALERO RETAIL ADVERTISING	HOUSTON	76263		FULFILLMENT	28,613.31	2,360.60	06/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5227	VALERO RETAIL ADVERTISING	HOUSTON	76293			2,269.45	187.23	07/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5239	VALERO RETAIL ADVERTISING	HOUSTON	76356			1,833.75	151.28	07/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5098	VALERO RETAIL ADVERTISING	HOUSTON	76480		FULFILLMENT	28,798.72	2,375.89	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5206	VALERO RETAIL ADVERTISING	HOUSTON	76526			3,675.00	303.19	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5106	VALERO RETAIL ADVERTISING	HOUSTON	76705		FULFILLMENT	27,707.80	2,285.89	08/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5112	VALERO RETAIL ADVERTISING	HOUSTON	76925		FULFILLMENT	25,813.90	2,129.65	10/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5258	VALERO RETAIL ADVERTISING	HOUSTON	77017			899.00	74.17	10/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5260	VALERO RETAIL ADVERTISING	HOUSTON	77162			899.00	74.17	11/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5259	VALERO RETAIL ADVERTISING	HOUSTON	77192			899.00	74.17	11/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5104	VALERO RETAIL ADVERTISING	HOUSTON	77275		FULFILLMENT	28,039.64	2,313.27	11/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5219	VALERO RETAIL ADVERTISING	HOUSTON	77341			2,712.00	223.74	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5225	VALERO RETAIL ADVERTISING	HOUSTON	77377			2,484.00	204.93	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5169	VALERO RETAIL ADVERTISING	HOUSTON	77358			4,116.10	339.74	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5113	VALERO RETAIL ADVERTISING	HOUSTON	77472		FULFILLMENT	24,818.75	2,047.55	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5120	WRIGHT EXPRESS	HOUSTON	75420			17,160.00	1,415.70	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
				Detail Exam Summary Total		$2,987,567.91	$246,474.35	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 700 ADDITIONAL TAXABLE SALES - 2010 TO 2012 FROM MIXED T&NT INVOCIES

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	162,102.95	0.06250	10,131.48
TOTAL AUTHORITY: STATE			$ 10,131.48
CITY			
0.0100000	162,102.95	0.01000	1,621.05
TOTAL AUTHORITY: CITY			$ 1,621.05
TRANSIT			
0.0100000	162,102.95	0.01000	1,621.05
TOTAL AUTHORITY: TRANSIT			$ 1,621.05
		TOTAL TAX ON EXAM 700	$ 13,373.58

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
DETAIL REPORT - EXAM 700 ADDITIONAL TAXABLE SALES - 2010 TO 2012 FROM MIXED T&NT INVOICES

Hong Xu - 05/04/2018
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6814	ANDY DEMOTTE CITI CARDS	HOUSTON	69208	FULFILLMENT		352.48	29.08	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6804	ANDY DEMOTTE CITI CARDS	HOUSTON	69447	FULFILLMENT		192.40	15.87	10/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6803	ANDY DEMOTTE CITI CARDS	HOUSTON	69984	FULFILLMENT		800.35	66.03	11/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6799	ANDY DEMOTTE CITI CARDS	HOUSTON	70245	FULFILLMENT		1,978.28	163.21	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6860	ANDY DEMOTTE CITI CARDS	HOUSTON	70455	FULFILLMENT		902.05	74.42	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6857	ANDY DEMOTTE CITI CARDS	HOUSTON	70725	FULFILLMENT		55.97	4.62	02/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6874	CITI	HOUSTON	69878	DISALLOWED BAD DEBT WRITTEN OFF		299.19	24.68	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6869	CITI	HOUSTON	73582	FULFILLMENT		235.73	19.45	03/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6862	CITI	HOUSTON	76272	FULFILLMENT		26.29	2.17	08/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6858	CITI	HOUSTON	76273	FULFILLMENT		6,033.22	497.74	08/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6867	CITI	HOUSTON	76274	FULFILLMENT		2,072.57	170.99	08/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6864	CITI	HOUSTON	76414	FULFILLMENT		1,980.04	163.35	09/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6865	CITI	HOUSTON	76489	FULFILLMENT		731.68	60.36	09/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6866	CITI	HOUSTON	76490	FULFILLMENT		3,445.71	284.27	09/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6863	CITI	HOUSTON	76491	FULFILLMENT		1,496.63	123.47	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6854	CITI CARDS - BRIAN STERN	HOUSTON	70956	FULFILLMENT		35.07	2.89	03/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6835	CITI CARDS - BRIAN STERN	HOUSTON	72169	FULFILLMENT		4,957.89	409.03	08/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6810	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	69203	FULFILLMENT		356.80	29.44	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6811	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	69204	FULFILLMENT		4,493.42	370.71	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6815	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	69442	FULFILLMENT		493.07	40.68	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6816	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	69443	FULFILLMENT		5,065.63	417.91	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6807	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	69718	FULFILLMENT		199.96	16.50	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6808	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	69719	FULFILLMENT		4,133.69	341.03	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6801	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	69980	FULFILLMENT		173.33	14.30	11/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6802	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	69981	FULFILLMENT		4,785.85	394.83	11/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6797	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	70241	FULFILLMENT		502.20	41.43	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6798	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	70242	FULFILLMENT		5,417.57	446.95	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6859	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	70453	FULFILLMENT		5,069.96	418.27	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6855	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	70722	FULFILLMENT		200.62	16.55	02/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6856	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	70723	FULFILLMENT		5,581.71	460.49	02/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6849	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	70926	FULFILLMENT		248.17	20.47	03/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6850	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	70927	FULFILLMENT		3,906.52	322.29	03/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6851	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	71148	FULFILLMENT		22.73	1.88	04/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6852	CITI CARDS - CHRISTOPHER J. KLUMP	HOUSTON	71149	FULFILLMENT		5,295.61	436.89	04/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6844	CITI CARDS - KATHIE MCGRATH	HOUSTON	71342	FULFILLMENT		370.30	30.55	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6845	CITI CARDS - KATHIE MCGRATH	HOUSTON	71343	FULFILLMENT		3,997.56	329.80	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6843	CITI CARDS - KATHIE MCGRATH	HOUSTON	71344	FULFILLMENT		7,310.06	603.08	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6839	CITI CARDS - KATHIE MCGRATH	HOUSTON	71590	FULFILLMENT		261.05	21.54	06/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6840	CITI CARDS - KATHIE MCGRATH	HOUSTON	71591	FULFILLMENT		2,811.12	231.92	06/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6837	CITI CARDS - KATHIE MCGRATH	HOUSTON	71592	FULFILLMENT		1,129.86	93.21	06/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6841	CITI CARDS - KATHIE MCGRATH	HOUSTON	71839	FULFILLMENT		561.26	46.31	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6842	CITI CARDS - KATHIE MCGRATH	HOUSTON	71840	FULFILLMENT		2,828.91	233.39	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6838	CITI CARDS - KATHIE MCGRATH	HOUSTON	71841	FULFILLMENT		1,056.08	87.13	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6831	CITI CARDS - KATHIE MCGRATH	HOUSTON	72063	FULFILLMENT		158.10	13.04	08/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6832	CITI CARDS - KATHIE MCGRATH	HOUSTON	72064	FULFILLMENT		3,112.44	256.78	08/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6829	CITI CARDS - KATHIE MCGRATH	HOUSTON	72065	FULFILLMENT		1,270.60	104.82	08/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6833	CITI CARDS - KATHIE MCGRATH	HOUSTON	72317	FULFILLMENT		129.61	10.69	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6834	CITI CARDS - KATHIE MCGRATH	HOUSTON	72318	FULFILLMENT		2,830.41	233.51	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6830	CITI CARDS - KATHIE MCGRATH	HOUSTON	72319	FULFILLMENT		1,615.83	133.31	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6827	CITI CARDS - KATHIE MCGRATH	HOUSTON	72544	FULFILLMENT		684.71	56.39	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6828	CITI CARDS - KATHIE MCGRATH	HOUSTON	72545	FULFILLMENT		3,064.23	252.60	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6826	CITI CARDS - KATHIE MCGRATH	HOUSTON	72546	FULFILLMENT		1,265.35	104.39	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6824	CITI CARDS - KATHIE MCGRATH	HOUSTON	72783	FULFILLMENT		1,988.27	164.03	11/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6825	CITI CARDS - KATHIE MCGRATH	HOUSTON	72782	FULFILLMENT		3,647.80	300.94	11/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6818	CITI CARDS - KATHIE MCGRATH	HOUSTON	72994	FULFILLMENT		1,327.51	109.52	12/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6819	CITI CARDS - KATHIE MCGRATH	HOUSTON	72995	FULFILLMENT		3,177.76	262.17	12/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6820	CITI CARDS - KATHIE MCGRATH	HOUSTON	72996	FULFILLMENT		1,110.69	91.63	12/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6821	CITI CARDS - KATHIE MCGRATH	HOUSTON	73218	FULFILLMENT		165.01	13.61	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6822	CITI CARDS - KATHIE MCGRATH	HOUSTON	73219	FULFILLMENT		2,325.81	191.88	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6870	CITI CARDS - KATHIE MCGRATH	HOUSTON	73446	FULFILLMENT		946.12	78.05	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6871	CITI CARDS - KATHIE MCGRATH	HOUSTON	73447	FULFILLMENT		3,390.81	279.74	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6872	CITI CARDS - KATHIE MCGRATH	HOUSTON	73448	FULFILLMENT		1,607.41	132.61	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6809	CITI CARDS - MICHELE L'HERAULT	HOUSTON	58577	FULFILLMENT		45.91	3.79	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6812	CITI CARDS - MOLLY LARUE	HOUSTON	59205	FULFILLMENT		397.38	32.78	09/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6813	CITI CARDS - MOLLY LARUE	HOUSTON	59206	FULFILLMENT		2,491.56	205.55	09/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6817	CITI CARDS - MOLLY LARUE	HOUSTON	69445	FULFILLMENT		2,925.46	241.35	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6805	CITI CARDS - MOLLY LARUE	HOUSTON	69720	FULFILLMENT		87.25	7.20	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6806	CITI CARDS - MOLLY LARUE	HOUSTON	69721	FULFILLMENT		1,726.12	142.32	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6800	CITI CARDS - MOLLY LARUE	HOUSTON	69962	FULFILLMENT		1,962.87	161.94	11/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6796	CITI CARDS - MOLLY LARUE	HOUSTON	70243	FULFILLMENT		3,264.23	269.30	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6858	CITI CARDS - MOLLY LARUE	HOUSTON	70454	FULFILLMENT		2,357.60	194.50	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6853	CITI CARDS - MOLLY LARUE	HOUSTON	70724	FULFILLMENT		1,808.02	149.16	03/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6848	CITI CARDS - MOLLY LARUE	HOUSTON	71150	FULFILLMENT		952.32	78.57	04/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6847	CITI CARDS - MOLLY LARUE	HOUSTON	70928	FULFILLMENT		1,724.75	142.29	04/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6836	JENNIFER GARNETT PO # 4700003356	HOUSTON	72344	FULFILLMENT		8,118.94	669.81	08/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6873	MATTRESS FIRM	HOUSTON	75123	LABOR TO APPLY TABS AND STRAPS		349.92	28.87	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6846	RICK GARCIA VALERO RETAIL ADVERTISING	HOUSTON	71401	STICKER ROLLS		820.08	67.66	04/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6875	SHELL USA	HOUSTON	75058	TAXABLE SALES		315.67	26.04	01/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6823	VALERO RETAIL ADVERTISING	HOUSTON	75049	FOOD TAGS		2,923.16	241.16	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	150
4863H- 6861	VALERO RETAIL ADVERTISING	HOUSTON	77159	PRODUCTION		4,025.53	332.11	11/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	151

Detail Exam Summary Total $162,102.85 $13,373.50 Taxable Amount Forwarded to Exam Summary - Detail

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 800 ADDITIONAL TAXABLE SALES - 2010 TO 2012 FOUND FROM CASH RECEIPT RECONCILIATION W

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	192,726.21	0.06250	12,045.37
TOTAL AUTHORITY: STATE			$ 12,045.37
CITY			
0.0100000	192,726.21	0.01000	1,927.26
TOTAL AUTHORITY: CITY			$ 1,927.26
TRANSIT			
0.0100000	192,726.21	0.01000	1,927.26
TOTAL AUTHORITY: TRANSIT			$ 1,927.26

TOTAL TAX ON EXAM 800 **$ 15,899.89**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.

KATY, TX

DETAIL REPORT - EXAM 800 ADDITIONAL TAXABLE SALES - 2010 TO 2012 FOUND FROM CASH RECEIPT RECONCILIATION W

Hong Xu - 05/04/2018

TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6888	AFC/POPEYES	HOUSTON	75331	FULFILLMENT		1,928.93	159.14	03/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6899	AFC/POPEYES	HOUSTON	75716	FULFILLMENT		3,460.85	285.52	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6903	AFC/POPEYES	HOUSTON	76213	FULFILLMENT		3,491.25	288.03	07/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6907	AFC/POPEYES	HOUSTON	76428	FULFILLMENT		3,455.15	285.05	08/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6910	AFC/POPEYES	HOUSTON	76653	FULFILLMENT		2,969.70	245.00	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6913	AFC/POPEYES	HOUSTON	76887	FULFILLMENT		3,605.25	297.43	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6915	AFC/POPEYES	HOUSTON	77061	FULFILLMENT		3,659.40	301.90	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6916	AFC/POPEYES	HOUSTON	77250	FULFILLMENT		4,022.30	331.84	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6880	AFC/POPEYES SUPPORT CENTER	HOUSTON	73160	FULFILLMENT		2,524.15	208.24	12/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6917	AFC/POPEYES SUPPORT CENTER	HOUSTON		FULFILLMENT		3,533.05	291.46	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6887	CITGO	HOUSTON	75330	FULFILLMENT		57.95	4.78	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6890	CITGO	HOUSTON	75542	FULFILLMENT		57.95	4.78	03/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6876	CITI	HOUSTON	69983	FULFILLMENT		55.10	4.55	11/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6877	CITI	HOUSTON	70684	FULFILLMENT		1,267.75	104.59	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6891	CITI	HOUSTON	75303	FULFILLMENT		16,616.27	1,370.84	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6892	CITI	HOUSTON	75329	FULFILLMENT		39.90	3.29	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6898	CITI	HOUSTON	75541	FULFILLMENT		19.95	1.65	05/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6905	CITI	HOUSTON	76272	FULFILLMENT		26.22	2.16	08/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6911	CITI	HOUSTON	76740	FULFILLMENT		196.65	16.22	10/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6912	CITI	HOUSTON	76808	FULFILLMENT		332.50	27.43	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6878	CITI CARDS - CHRISTOPHER J KLUMP	HOUSTON	70926	FULFILLMENT		248.21	20.48	03/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6886	COCA COLA	HOUSTON	75184	FULFILLMENT		1,500.00	123.75	03/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6893	COCA COLA	HOUSTON	75333	FULFILLMENT		53.95	4.45	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6894	MATTRESS FIRM	HOUSTON	75334	FULFILLMENT		54.15	4.47	04/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6895	MATTRESS FIRM	HOUSTON	75335	FULFILLMENT		19,197.14	1,583.76	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6896	MATTRESS FIRM	HOUSTON	75336	FULFILLMENT		12,665.60	1,044.91	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6900	MATTRESS FIRM	HOUSTON	75795	FULFILLMENT		54.15	4.47	05/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6902	MATTRESS FIRM	HOUSTON	75547	FULFILLMENT		54.15	4.47	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6904	MATTRESS FIRM	HOUSTON	76276	FULFILLMENT		54.15	4.47	07/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6909	MURPHY USA	HOUSTON	76703	FULFILLMENT		51,725.14	4,267.32	08/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6897	POPEYES	HOUSTON	75460	FULFILLMENT		3,381.05	278.94	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6889	POPEYES SUPPORT	HOUSTON	75332	FULFILLMENT		22.71	1.87	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6906	POPEYES SUPPORT	HOUSTON	76276	FULFILLMENT		56.90	4.69	08/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6901	POPEYES SUPPORT CENTER	HOUSTON	73589	FULFILLMENT		12.60	1.04	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6881	SHELL USA	HOUSTON	73198	FULFILLMENT		230.57	19.02	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6882	SHELL USA	HOUSTON	73199	FULFILLMENT		44.46	3.67	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6883	SHELL USA	HOUSTON	73233	FULFILLMENT		3.40	0.28	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6879	THE PM GROUP	HOUSTON	73113	ADDITIONAL TAXABLE SALES		22,619.18	1,865.08	12/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6884	VALERO RETAIL ADVERTISING	HOUSTON	75022	ADDITIONAL TAXABLE SALES		215.52	17.78	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6885	VALERO RETAIL ADVERTISING	HOUSTON	75053	ADDITIONAL TAXABLE SALES		491.00	40.51	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6908	VALERO RETAIL ADVERTISING	HOUSTON	76693	ADDITIONAL TAXABLE SALES		2,832.00	233.64	08/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6914	VALERO RETAIL ADVERTISING	HOUSTON	77099	FULFILLMENT		25,888.91	2,135.92	10/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
				Detail Exam Summary Total		$192,726.21	$15,999.91	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 05/04/2018
TP#: [redacted]

EXAM: 850 TAX COLLECTED NOT REMITTED - 2010 TO 2012 FOUND FROM CASH RECEIPT RECONCLIATION

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	7,121.66	0.06250	445.12
TOTAL AUTHORITY: STATE			$ 445.12
CITY			
0.0100000	7,121.66	0.01000	71.22
TOTAL AUTHORITY: CITY			$ 71.22
TRANSIT			
0.0100000	7,121.66	0.01000	71.22
TOTAL AUTHORITY: TRANSIT			$ 71.22
		TOTAL TAX ON EXAM 850	**$ 587.56**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES.

KATY, TX

Hong Xu - 05/04/2018

TP#: [redacted]

DETAIL REPORT - EXAM 850 TAX COLLECTED NOT REMITTED - 2010 TO 2012 FOUND FROM CASH RECEIPT RECONCLIATION

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 6791	AFC/POPEYES	HOUSTON	75607	TAX COLLLECTED NOT REMITTED		106.64	8.80	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6786	CITI	HOUSTON	70664	TAX COLLLECTED NOT REMITTED		384.10	31.69	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6787	CITI	HOUSTON	70686	TAX COLLLECTED NOT REMITTED		58.45	4.82	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6793	COCA COLA	HOUSTON	73336	TAX COLLLECTED NOT REMITTED		114.00	9.41	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6794	MATTRESS FIRM	HOUSTON	75573	TAX COLLLECTED NOT REMITTED		750.00	61.88	06/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	149
4863H- 6790	MURPHY USA	HOUSTON	75413	TAX COLLLECTED NOT REMITTED		41.68	3.44	03/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	148
4863H- 6792	MURPHY USA	HOUSTON	75324	TAX COLLLECTED NOT REMITTED		484.84	40.00	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6788	SHELL USA	HOUSTON	71233	TAX COLLLECTED NOT REMITTED		4,343.75	358.35	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6789	SHELL USA	HOUSTON	70463	TAX COLLLECTED NOT REMITTED		418.20	34.50	08/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 6795	VALERO RETAIL ADVERTISING	HOUSTON	77349	TAX COLLLECTED NOT REMITTED		420.00	34.65	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$7,121.66	$587.55	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

Footnote	Description
100	LICENSE - 12,375+SUPPORT PACAKAGE - 3,375 = $15,750.
101	31,145=12075+5535+13535
103	96.12=7.93/8.25%
108	1496.34=903.63+592.71
109	1864.44=350.2+1473.75+40.49
110	1774.80=653.1+90.3+1031.4
113	105.21=8.68/8.25%
114	149.94=12.37/8.25%
115	1712=141.24/8.25%
116	166.06=13.7/8.25%
117	60=4.95/8.25%
119	120=9.9/8.25%
124	20544.24=1694.90/8.25%; 1694.90=5.4+794.98-11.75+58.6+53.26+48.02+43.47+213.89+472.62+16.41
125	WASTE COLLECTION IS TAXED AT WASTE PICK UP LOCATION
126	JANITORIAL SERVICE
127	212.01 =JANITORIAL - 127.38 + BATHROOM CLEANER - 55.40 + MIRROR CLEANER - 29.23
128	964.15 = TOILET TISSUE - $540.4 + KITCHEN ROLL TOWEL - 423.75
129	1261.69=1678.09-416.40
130	551.55=423.75+127.80
131	1272.40=1421.54-104.30-44.50
132	944.18=199.2+617.6+127.38
133	1013.43=1227.13-213.7
134	801.1=961.5-160.4
135	176.46=127.38+39.08
136	166.46=127.38+39.08
137	998.65=1115.9-72.75-44.5
138	483.21=59.46+423.75
139	1168.73=1426.93-213.7-44.5
140	551.13=423.75+127.38
141	498.07=423.75+74.32
142	277.36=199.2+78.16
143	TP MOVED OUT OF BRITMOORE LOCATION IN JULY 2010.
144	PURCHASE OF TPP
145	RULE 3.308
146	PURCHASE OF TPP DEGREASER PUMP PER GRAPHIC SOLUTIONS GROUP WEBSITE INFORMATION.
147	PURCHASE OF PAPER FOR OFFICE USE
148	41.68=1020.68-979. SALES TAX FOR 979 WAS REMITTED IN FEB 2012, BUT NOT THE TAX FOR FREIGHT.
149	TAX RELATED TO FREIGHT NOT REMITTED.
150	2923.16=269.56 TACO & BURRITO DECALS +2653.60 FOOD TAGS. DISAGREED. TAXPAYER PROVIDED EXEMPTION CERTIFICATE FR

Footnote	Description
151	4025.53=7356.2-274.78/8.25%. TAX WAS CHARGED ON SOME SALES AMOUNT, NOT ALL OF THE SALES AMOUNT.
152	AMOUNT REDUCED PER EXAM 200A- AMENDED
154	INVOICE# IS 10057852. $34.28= $1.39/8.25%+17.43 (FREIGHT). DUE TO SMALL AMT, FREIGHT WAS ADDED TO AMENDED AMT.
155	REDUCED TO EXCLUDE OUT OF STATE SALES.
156	$6085 IS THE DEPOSIT. THE FULL INVOICE AMOUNT IS $15670. IT WAS PAID IN FULL ON 11/4/2013.
157	48987.48=53028.95-$4041.47 SALES TAX. TAX COLLECTED NOT REMITTED.
158	AMT REDUCED BASED ON SUPPORT PROVIDED.
159	$16.50 IS THE SALES TAX, BUT NOT REMITTED.
160	AMENDED AMOUNT IS BASED ON INVOICE PROVIDED.
161	AMENDED AMOUNT IS BASED ON INVOICE PROVIDED.
9001	TAXABLE AMOUNT REDUCED TO ZERO PER AMENDMENT
9002	TAXABLE AMOUNT REDUCED TO ZERO, ADDITIONAL DOCUMENTATION FURNISHED

12/22/2017 9:49 AM
Velva L. Price
District Clerk
Travis County
D-1-GN-11-001514
Sandra Henriquez

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP,	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS;	§	**TRAVIS COUNTY, TEXAS**
AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS,	§	**200th JUDICIAL DISTRICT**
Defendants.	§	

PLAINTIFF'S AMENDED MOTION FOR ENTRY OF FINAL JUDGMENT

TO THE HONORABLE JUDGE SULAK:

Pointsmith Point-of-Purchase Management Services, LP ("Pointsmith" or "Plaintiff") hereby moves for entry of Final Judgment in the above-referenced matter against Defendants Glenn Hegar, Comptroller of Public Accounts of the State of Texas, and Ken Paxton, Attorney General of the State of Texas (collectively, "the Comptroller" or Defendants") pursuant to the Court's letter ruling issued on December 19, 2017.

Based upon the evidence presented at trial, the arguments presented by counsel, and the Court's letter ruling, Pointsmith seeks entry of the jurisdictional order attached as **Exhibit 1** and the final judgment attached as **Exhibit 2**.

Pointsmith's Exhibit 2 is calculated pursuant to the following resolution of the issues presented at trial:

1. Pointsmith's fulfillment services are not taxable for either of two independent reasons.

EXHIBIT
2

a. Pointsmith's fulfillment services are not taxable as part of the sales price of print materials because they are not part of the transfer of possession or title of the printed materials sold.

b. Alternatively, Pointsmith's fulfillment services are not taxable because Pointsmith provided them independently of the printed materials and Pointsmith's customers independently desired the fulfillment services.

2. Pointsmith was not obligated to collect City of Houston local tax, as Defendants conceded in their closing argument. Therefore, the audit errors for Exam 1000, as identified by Pointsmith in **Exhibit 3**, are properly taxed at 7.25%.

3. Pointsmith's J-Signs transactions with Jiffy Lube International were improperly treated as audit errors (Audit Exam 1000 Rec IDs: 3301-217, 3301-274, 3301-275, 3301-261, 3301-305).

4. Pointsmith no longer contests the taxability of its transaction with Mercury Signs (Audit Exam 1000 Rec ID 3301-207).

Exhibit 2 is based upon Exhibits 3-5, which are revised versions of Plaintiff's Trial Exhibits 68, 113, and 114. Pointsmith adjusted its trial summary calculations to withdraw its challenge the tax imposed upon its transaction with Mercury Signs.

Exhibit 3 adjusts Plaintiff's Trial Exhibit 68 to increase the taxable amount reflected for Mercury Signs (Rec ID 3301-207) from $0 to $590 (the taxable amount identified by the Comptroller's auditor). This adjustment increases the total taxable amount for Audit Exam 1000 from $84,589.29 to $85,179.29.

Exhibit 4 adjusts Plaintiff's Trial Exhibit 113 to comport with the increased taxable amount shown in Exhibit 2. Exhibit 3 increases the projected tax due under Exhibit 113 for Audit Exam 1000 from $49,827.50 to $50,175.04.

Exhibit 5 adjusts Plaintiff's Trial Exhibit 114 to comport with the increase in projected tax due for Exam 1000, as shown in Exhibit 3. As a result, the net tax recovery (not including penalty and interest) is decreased from $73,857.27 to $72,969.70.

PRAYER

Based on the above calculations and the evidence presented in support thereof, Pointsmith respectfully prays that this Court enter the proposed jurisdictional order and final judgment attached hereto as **Exhibits 1 and 2**.

Respectfully submitted,

MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
(512) 542-9898
Fax: (512) 542-9899

By: */s/ Jimmy Martens*

James F. Martens
State Bar No. 13050720
Danielle V. Ahlrich
State Bar No. 24059215

ATTORNEYS FOR PLAINTIFF, POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served electronically on Defendants' Counsel, Jim B. Cloudt, Assistant Attorney General, Office of the Attorney General, Tax Division, P.O. Box 12548, MC 017-6, Austin, Texas 78711-2548, on December 22, 2017.

/s/ Jimmy Martens

James F. Martens

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP,	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS,	§	**TRAVIS COUNTY, TEXAS**
Defendants.	§	**200th JUDICIAL DISTRICT**

Order Denying Defendants' Partial Plea to the Jurisdiction

The Court, having considered the Plea and its exhibits, Plaintiff's Response and the exhibits thereto, and all other arguments of counsel, determines that Defendants' Plea should be DENIED.

SIGNED on the _____day of _____, 2018.

_____
THE HONORABLE JUDGE TIM SULAK
353rd District Court,
Travis County, Texas

EXHIBIT
1

Approved as to form and substance:

James F. Martens
jmartens@textaxlaw.com
Texas Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
Texas Bar No. 24059215
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste.1950
Austin, TX 78701
(512) 542-9898 – Telephone
(512) 542-9899 – Fax

Attorneys for Plaintiff

Approved as to form:

Jim B. Cloudt
jim.cloudt@texasattorneygeneral.gov
Texas Bar No. 04410001
Assistant Attorney General
Tax Division
P.O. Box 12548, MC 017-6
Austin, TX 78711-2548
(512) 463-2078 – Telephone
(512) 477-2348 – Fax

Attorney for Defendants

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP,	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS,	§	**TRAVIS COUNTY, TEXAS**
Defendants.	§	**200th JUDICIAL DISTRICT**

FINAL JUDGMENT

During the week of December 4, 2017, the above-entitled matter was tried to the bench in the 353rd District Court of Travis County, Texas. After considering the evidence, the briefing, the pleadings, arguments of counsel, and Amended Motion for Entry of Judgment, the Court orders that Plaintiff is entitled to recover the portion of its protest payment set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants shall pay to Plaintiff $72,969.70 in tax, plus the associated penalties and interest thereon, paid under protest. Defendants shall also pay Plaintiff all statutory interest provided by Texas Tax Code § 112.060, and costs as allowed by law. Each party shall bear its own attorney's fees. This judgment is final and disposes of all parties and claims. All relief not expressly granted herein is hereby denied.

SIGNED this _____ day of _____, 2018.

_____
THE HONORABLE JUDGE TIM SULAK
353rd District Court,
Travis County, Texas

EXHIBIT
2

APPROVED AS TO FORM AND SUBSTANCE:

By: _____

James F. Martens
jmartens@textaxlaw.com
State Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
State Bar No. 24059215
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701
(512) 542-9898 – Telephone
(512) 542-9899 – Fax

Attorneys for Plaintiff, Pointsmith Point-of-Purchase Management Services, LP

APPROVED AS TO FORM:

By: _____

Jim Cloudt
State Bar No. 04410001
jim.cloudt@texasattorneygeneral.com
Assistant Attorney General
Tax Division
P.O. Box 12548, MC 017-6
(512) 463-2078 – Telephone
(512) 477-2348 – Fax

Attorney for Defendants

Exam 1000 - Audit Sample Error Corrected Under Two Transaction Position

Comptroller Errors for Exam 1000				Pointsmith Adjustments	
Rec ID	Name	Inv No	Taxable Amount	Taxable Amount	Comments
3301-315	CHRIS HANNA	58503	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-317	CHRIS HANNA	58310	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-193	CITIGROUP	53307	$ 6,339.49	$ -	Fulfillment Charges
3301-273	CITIGROUP	57098	$ 15,805.43	$ -	Fulfillment Charges
3301-215	COFFEECOL	55766	$ 52,154.70	$ 52,154.70	Shipped to Texas
3301-301	COFFEECOL	59733	$ 111.73	$ -	Fulfillment Charges
3301-316	DANELL SPELHAUG	58502	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-314	DANELL SPELHAUG	59663	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-198	HAMBRIGHT, CALCAGNO & DOWNING (CHICAGO)	53316	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-205	HAMBRIGHT, CALCAGNO & DOWNING (VA)	53432	$ 330.90	$ 330.90	Unable to find backup - Should of Shipped to VA DMA
3301-216	HAMBRIGHT, CALCAGNO & DOWNING (VA)	55688	$ 660.00	$ 660.00	Unable to find backup - Should of Shipped to VA DMA
3301-217	J-SIGNS	55958	$ 437.80	$ -	Fulfillment Charges
3301-274	J-SIGNS	57156	$ 21,260.94	$ -	Inv 57156, 57157 Credited 11/18/2005 Reinvoiced 57158 with Tax
3301-275	J-SIGNS	57232	$ 564.30	$ -	Fulfillment Charges
3301-261	J-SIGNS	58852	$ 621.50	$ -	Fulfillment Charges
3301-305	J-SIGNS	60136	$ 764.50	$ -	Fulfillment Charges
3301-252	JANELLE CRAYS CITIGROUP	58362	$ 98.55	$ -	Fulfillment Charges
3301-255	JESSICA PACZKOWSKI JIFFY LUBE	58535	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-254	JESSICA PACZKOWSKI JIFFY LUBE	58534	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-276	JLI MARKETING PROGRAM FUND	57234	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-262	JLI MARKETING PROGRAM FUND	58854	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-306	JLI MARKETING PROGRAM FUND	60138	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-310	KRYSTAL COMPANY	59705	$ 10,337.65	$ 10,436.07	Shipped to Texas
3301-309	KRYSTAL COMPANY	59702	$ 2,964.50	$ 2,964.50	Shipped to Texas
3301-307	KRYSTAL COMPANY	59554	$ 190.40	$ -	Shipped Out of State
3301-308	KRYSTAL COMPANY	59619	$ 1,111.50	$ -	Fulfillment Charges
3301-311	KRYSTAL COMPANY	59785	$ 643.50	$ -	Fulfillment Charges
3301-312	KRYSTAL COMPANY	59834	$ 5,516.10	$ 5,516.10	Shipped to Inventory
3301-277	KYLE WILLIAMS MURPHY USA	56910	$ 1,024.65	$ -	Fulfillment Charges
3301-263	KYLE WILLIAMS MURPHY USA	58549	$ 24,145.96	$ -	Fulfillment Charges
3301-264	KYLE WILLIAMS MURPHY USA	58675	$ 1,812.25	$ -	Fulfillment Charges
3301-265	KYLE WILLIAMS MURPHY USA	58710	$ 22,192.08	$ -	Fulfillment Charges
3301-253	LISA P. CARLSON JIFFY LUBE INTERNATIONAL	58536	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-208	MARCUS DUFFEL JIFFY LUBE INTERNATIONAL	53335	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-207	MERCURY SIGNS	53326	$ 590.00	$ 590.00	
3301-256	OSTLER GROUP	58528	$ 51.70	$ -	Fulfillment Charges
3301-257	OSTLER GROUP	58538	$ 49.08	$ -	Fulfillment Charges
3301-270	RAED SALAH CITIGROUP	57096	$ 1,281.63	$ -	Fulfillment Charges
3301-271	SUSANNE BROOKS CITI CARD	57097	$ 6,406.53	$ -	Fulfillment Charges
3301-223	SUSANNE BROOKS CITI CARD	57263	$ 5,600.30	$ -	Fulfillment Charges
3301-248	SUSANNE BROOKS CITI CARD	57803	$ 14.57	$ -	Shipped Out of State
3301-300	SUSANNE BROOKS CITI CARD	59504	$ 10,444.86	$ -	Fulfillment Charges
3301-313	TEMERLIN MCCLAIN	53438	$ 1,110.29	$ 1,110.29	Agreed Adjustment 21% Shipped Out of State
3301-201	TEMERLIN MCCLAIN	53436	$ 10,540.70	$ 10,540.70	Cannot find backup
3301-202	TEMERLIN MCCLAIN	53437	$ 876.03	$ 876.03	Agreed Adjustment 21% Shipped Out of State
Totals			$ 206,054.12	$ 85,179.29	
	Amount does not match the Invoice Number amount				

EXHIBIT

3

POINTSMITH POINT-OF-PURCHASE MANAGEMENT
HOUSTON, TX 77041
Exam: 1000 AMENDED DISALLOWED DEDUCTIONS
Exam Summary - Projection Under Two Transactions

	Taxable Amount	Sample Base	Projection Factor	Population Base	Amount	Tax Rate	Projected Taxable Amount
Exam 1000	$206,054.12	$2,172,989.75	9.4825%	$17,655,230.63	$1,674,160.23	State & various local	$123,684.74
Total for Exam 1000					$1,674,160.23		$123,684.74
Adjusted Exam 1000	$85,179.29	$2,172,989.75	3.9199%	$17,655,230.63	$692,069.54	0.07250	$50,175.04
Total for Adjusted Exam 1000					$692,069.54		$50,175.04

EXHIBIT
4

Protest Payment Recovery Under Two Transaction Position

Protest Payment Attributable to Tax			$168,181.69
Exam 1000 Tax Assessed	$ 123,684.74	Exam 1000 Tax Due	$50,715.04
Exam 3000 Tax Assessed	20,985.63	Exam 3000 Tax Due	20,985.63
Exam 4000 Tax Assessed	486.85	Exam 4000 Tax Due	486.85
Exam 4100 Tax Assessed	23,024.47	Exam 4100 Tax Due	23,024.47
Subtotal	$168,181.69		$95,211.99
Net Tax Recovery Under Two Transaction Position (plus P&I)			**$72,969.70**

EXHIBIT

5

Filed in The District Court
of Travis County, Texas
JAN 10 2018
At 4:05P M.
Velva L. Price, District Clerk

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP,	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS,	§	**TRAVIS COUNTY, TEXAS**
	§	**200th JUDICIAL DISTRICT**
Defendants.	§	

FINAL JUDGMENT

During the week of December 4, 2017, the above-entitled matter was tried to the bench in the 353rd District Court of Travis County, Texas. After considering the evidence, the briefing, the pleadings, arguments of counsel, and Amended Motion for Entry of Judgment, the Court orders that Plaintiff is entitled to recover the portion of its protest payment set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants shall pay to Plaintiff $72,969.70 in tax, plus the associated penalties and interest thereon, paid under protest. Defendants shall also pay Plaintiff all statutory interest provided by Texas Tax Code § 112.060, and costs as allowed by law. Each party shall bear its own attorney's fees. This judgment is final and disposes of all parties and claims. All relief not expressly granted herein is hereby denied.

SIGNED this 10th day of January, 2018.

THE HONORABLE JUDGE TIM SULAK
353rd District Court,
Travis County, Texas

EXHIBIT
3

APPROVED AS TO FORM AND SUBSTANCE:

By: Danielle Ahlrich

James F. Martens
jmartens@textaxlaw.com
State Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
State Bar No. 24059215
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701
(512) 542-9898 – Telephone
(512) 542-9899 – Fax

Attorneys for Plaintiff, Pointsmith Point-of-Purchase Management Services, LP

APPROVED AS TO FORM:

By: Jim B Cloudt

Jim Cloudt
State Bar No. 04410001
jim.cloudt@texasattorneygeneral.com
Assistant Attorney General
Tax Division
P.O. Box 12548, MC 017-6
(512) 463-2078 – Telephone
(512) 477-2348 – Fax

Attorney for Defendants

Danielle Ahlrich

From: John Bostick <John.Bostick@cpa.texas.gov>
Sent: Tuesday, February 20, 2018 1:49 PM
To: Danielle Ahlrich
Cc: Jimmy Martens
Subject: RE: Pointsmith v. Hegar

Danielle, The Comptroller agrees to settle Hearing No. 106,962 ("the 2007-2010 audit ") for [redacted]

The Comptroller does not accept the settlement offer for Hearing No. 113,938 ("the 2010-2013 audit ") and does not make a counteroffer. The Administrative Hearings Section will proceed with the administrative hearings process for Hearing No. 113,938.

Thank you for your efforts in trying to settle these cases.

Sincerely,

John D. "J.D." Bostick
Tax Hearings Attorney | Administrative Hearings Section | Texas Comptroller of Public Accounts
1700 N. Congress Avenue, Suite 320, Austin, TX 78701 | 512-463-8537 | 1-(800) 531-5441 ext. 3-8537
john.bostick@cpa.texas.gov

NOTICE: This communication may be confidential and/or privileged under law — specifically including Tex. R. Civ. P. 192, Article V of the Texas Rules of Evidence, and other applicable statutory, quasi-statutory, and common law. Accordingly, pursuant to Chapter 552 of the Texas Gov't Code (the "Texas Public Information Act") and court interpretations thereof, the information that is contained within this communication may not be subject to disclosure to the public under Section 552.101, et seq., of the Code — specifically including Sections 552.103, 552.107, 552.108, and 552.111 — and further may be protected from disclosure or production for other purposes, such as in the context of civil discovery

From: Danielle Ahlrich [mailto:dahlrich@textaxlaw.com]
Sent: Friday, February 16, 2018 8:46 AM
To: John Bostick
Cc: Stacy Noack
Subject: RE: Pointsmith v. Hegar

CAUTION: This email originated from outside of the Texas Comptroller's email system.
DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Hi JD,

Please see the attached worksheets, for the 2007-2010 and 2010-2013 audits, which identify the exams related to fulfillment services and the exams for which Pointsmith would be willing to withdraw its challenge if the Comptroller were to concede the non-taxability of fulfillment services given the district court's ruling.

Pointsmith proposes to conclude the two audits by conceding the assessments reflected below and promptly paying them within 30 days of the execution of a settlement agreement in exchange for the Comptroller's abatement of the remaining assessed amounts that we calculate to be attributable to fulfillment services:

EXHIBIT
4

- 2007-2010 audit – $[redacted]
- 2010-2013 audit – $[redacted]

Would you please discuss this email and its attachment with the Comptroller and let us know if we are in agreement?

Best regards,

Danielle V. Ahlrich
Martens, Todd, Leonard & Ahlrich
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

IRS CIRCULAR 230 DISCLOSURE: Any U.S. federal income tax advice contained in this communication (including any attachments) is neither intended nor written to be used, and cannot be used, to avoid penalties under the Internal Revenue Code or to promote, market or recommend to anyone a transaction or matter addressed herein.

CONFIDENTIAL: The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

Danielle Ahlrich

From: John Bostick <John.Bostick@cpa.texas.gov>
Sent: Tuesday, April 17, 2018 9:37 AM
To: Danielle Ahlrich
Cc: Jimmy Martens
Subject: RE: informal request for copies of contracts and certificates relating to Pointsmith 2010-2013 audit/hearing

Danielle, the Comptroller will not sign the Rule 11 agreement. The AHS contends that the proposed amended audit in issue in Hearing No. 113,938 is correct.

Sincerely,

JOHN D. "J.D." BOSTICK
TAX HEARINGS ATTORNEY | ADMINISTRATIVE HEARINGS SECTION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512-463-8537 | 1-(800) 531-5441 ext. 3-8537
john.bostick@cpa.texas.gov

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From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, April 16, 2018 12:04 PM
To: John Bostick <John.Bostick@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>
Subject: FW: informal request for copies of contracts and certificates relating to Pointsmith 2010-2013 audit/hearing

CAUTION: This email originated from outside of the Texas Comptroller's email system.
DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Hi J.D.,

I'm writing to follow-up on our email below. Would you please let us know if the Comptroller will sign the attached proposed Rule 11 agreement? We'd like to move forward with resolving this case.

Best regards,
Danielle Ahlrich

From: Danielle Ahlrich
Sent: Tuesday, April 03, 2018 1:55 PM
To: John Bostick <John.Bostick@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>
Subject: RE: informal request for copies of contracts and certificates relating to Pointsmith 2010-2013 audit/hearing

Hi J.D.,

EXHIBIT
5

I'm writing in regard to your request for informal discovery for this administrative hearing. Pointsmith believes that it would be efficient to resolve this matter at the administrative level so long as the Comptroller agrees to treat Pointsmith's fulfillment services as non-taxable, as decided by Judge Sulak at the district court trial for the earlier audit. To that end, Pointsmith is prepared to enter into the attached Rule 11 agreement confirming its duty to establish that the material facts of the present hearing are not substantially different than those established in the district court proceeding.

Pointsmith would like to immediately pay the portion of the assessment relating to non-fulfillment exams so that only the only remaining contested exams concern the taxability of Pointsmith's fulfillment services. If amenable to you, Pointsmith would then agree to provide the records requested below and establish that the material facts haven't changed in exchange for the Comptroller's agreement to apply the district court ruling to Pointsmith's fulfillment services.

Would you please review the attached draft Rule 11 Agreement and let us know if the Comptroller agrees?

Best regards,
Danielle Ahlrich

From: John Bostick <John.Bostick@cpa.texas.gov>
Sent: Thursday, March 29, 2018 2:45 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Subject: informal request for copies of contracts and certificates relating to Pointsmith 2010-2013 audit/hearing

Danielle,

Re: Pointsmith Point-of-purchase Management Services, LP ("Pointsmith"); Hearing No. 113,938
Sales and Use Tax/Redetermination 8/1/10-12/31/13

This is an informal request – in lieu of a formal discovery request – for your client to provide to me the following documents that applied to the audit period:

A. Please provide complete copies of executed contracts in effect during the audit period, between Pointsmith and each of the following entities.
   1. AFC/Popeyes and Popeyes, including AFC/Popeyes Support Center, Popeyes Support, and Popeyes Support Center
   2. Citgo
   3. Citi and Citi Cards
   4. Coca Cola, including Coca Cola Company
   5. CST Brands, Inc.
   6. Firehouse Subs
   7. GE Money Bank
   8. Mattress Firm, including Mattress Firm, Inc. and Mattress Firm MCS
   9. Murphy USA, including Murphy USA Merchandising
   10. Shell USA
   11. Valero, including Valero Parent Account and Valero Retail Advertising

B. Resale, exemption, and direct pay certificates – please provide copies of resale, exemption, and direct pay certificates that your client accepted from customers and relied upon regarding not charging and collecting Texas sales and use tax for the customer's purchase(s) from Pointsmith

Thank you.

Sincerely,

JOHN D. "J.D." BOSTICK
TAX HEARINGS ATTORNEY | ADMINISTRATIVE HEARINGS SECTION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512-463-8537 | 1-(800) 531-5441 ext. 3-8537
john.bostick@cpa.texas.gov

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MARTENS, TODD, LEONARD & AHLRICH
A GENERAL PARTNERSHIP

JAMES F. MARTENS*
KELLI H. TODD
LACY L. LEONARD
DANIELLE V. AHLRICH
Attorneys at Law

*Board Certified in Tax Law
Texas Board of Legal Specialization

E-MAIL: jmartens@textaxlaw.com

301 CONGRESS AVENUE, SUITE 1950
AUSTIN, TEXAS 78701
(512) 542-9898
FAX (512) 542-9899
www.textaxlaw.com

CLAIRE E. GALLEY‡
ALLISON R. CUNNINGHAM
Attorneys at Law

‡Licensed only in Louisiana

September 17, 2018

Via E-MAIL
Texas Comptroller of Public Accounts
Attn: John D. Bostick
Assistant General Counsel
Administrative Hearings Section
1700 N. Congress Ave. Ste. 320
Austin, TX 78701

Re: *Pointsmith Point-of-Purchase Management Services, LP v. Comptroller of Public Accounts*; Hearing No. 113,938

Dear Mr. Bostick:

I'm writing to state the parties' agreement with respect to the above-referenced Comptroller hearing. The following facts and procedural history are relevant to the parties' agreement.

1. Pointsmith challenged the Comptroller's 2003-2007 assessment of Texas sales and use tax, penalty, and interest on the charges for its fulfillment service through a district court protest suit, Cause No. D-1-GN-11-001514, which culminated in a bench trial during the week of December 4, 2017 before the Honorable Tim Sulak.

2. On January 10, 2018, Judge Sulak entered judgment in Pointsmith's favor, ruling that Pointsmith's charges for its fulfillment service were not subject to Texas sales and use tax. *See* Exhibits 1-2.

3. The Comptroller did not appeal the trial court's judgment. Therefore, the judgment became final.

4. During the pendency of the protest litigation, the Comptroller audited Pointsmith and assessed Texas sales and use tax, penalties, and interest on Pointsmith's charges for its fulfillment service for the period of August 1, 2010 through December 31, 2013 ("2010-

2013").

5. Pointsmith paid portions of the 2010-2013 assessment so that the remaining balance is only attributable to Texas sales and use tax, penalty, and interest assessed on Pointsmith's charges for fulfillment services (Exams 230, 235, 300, 310, 600, 610, 700, 800).

6. Pointsmith represents that its facts and business operations did not significantly change from the audit period litigated in Cause No. D-1-GN-11-001514 through the 2010-2013 audit that is the subject of the above-referenced hearing.

7. The Comptroller has made an informal request for discovery pertaining to Pointsmith's fulfillment service and the 2010-2013 audit period. *See* Exhibit 3.

The parties desire to expedite resolution of the 2010-2013 remaining audit assessment and to enforce the district court decision. Accordingly, they agree to the following terms.

A. Pointsmith will informally provide the records requested in Exhibit 3 by June 1, 2018.

B. Pointsmith shall establish that the material facts for the 2010-2013 audit period are not materially different than those established in Cause No. D-1-GN-11-001514.

C. Upon doing so, the Comptroller shall apply the district court ruling in Cause No. D-1-GN-11-001514 and treat Pointsmith's fulfillment service as nontaxable, undertaking all efforts necessary to abate the assessment of tax, penalty, and interest for the remaining portion of the 2010-2013 audit assessment.

To confirm our agreement in accordance with Texas Rule of Civil Procedure 11, would you please sign below and return this letter to me?

Best regards,

MARTENS, TODD, LEONARD & AHLRICH

By: _____
Jimmy Martens

AGREED:

_____
John "J.D." Bostick

12/22/2017 9:49 AM
Velva L. Price
District Clerk
Travis County
D-1-GN-11-001514
Sandra Henriquez

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP,	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS,	§	**TRAVIS COUNTY, TEXAS**
Defendants.	§	**200th JUDICIAL DISTRICT**

PLAINTIFF'S AMENDED MOTION FOR ENTRY OF FINAL JUDGMENT

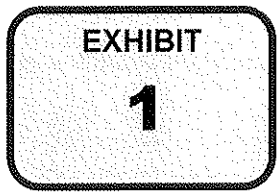
TO THE HONORABLE JUDGE SULAK:

Pointsmith Point-of-Purchase Management Services, LP ("Pointsmith" or "Plaintiff") hereby moves for entry of Final Judgment in the above-referenced matter against Defendants Glenn Hegar, Comptroller of Public Accounts of the State of Texas, and Ken Paxton, Attorney General of the State of Texas (collectively, "the Comptroller" or Defendants") pursuant to the Court's letter ruling issued on December 19, 2017.

Based upon the evidence presented at trial, the arguments presented by counsel, and the Court's letter ruling, Pointsmith seeks entry of the jurisdictional order attached as **Exhibit 1** and the final judgment attached as **Exhibit 2**.

Pointsmith's Exhibit 2 is calculated pursuant to the following resolution of the issues presented at trial:

1. Pointsmith's fulfillment services are not taxable for either of two independent reasons.



a. Pointsmith's fulfillment services are not taxable as part of the sales price of print materials because they are not part of the transfer of possession or title of the printed materials sold.

b. Alternatively, Pointsmith's fulfillment services are not taxable because Pointsmith provided them independently of the printed materials and Pointsmith's customers independently desired the fulfillment services.

2. Pointsmith was not obligated to collect City of Houston local tax, as Defendants conceded in their closing argument. Therefore, the audit errors for Exam 1000, as identified by Pointsmith in **Exhibit 3**, are properly taxed at 7.25%.

3. Pointsmith's J-Signs transactions with Jiffy Lube International were improperly treated as audit errors (Audit Exam 1000 Rec IDs: 3301-217, 3301-274, 3301-275, 3301-261, 3301-305).

4. Pointsmith no longer contests the taxability of its transaction with Mercury Signs (Audit Exam 1000 Rec ID 3301-207).

Exhibit 2 is based upon Exhibits 3-5, which are revised versions of Plaintiff's Trial Exhibits 68, 113, and 114. Pointsmith adjusted its trial summary calculations to withdraw its challenge the tax imposed upon its transaction with Mercury Signs.

Exhibit 3 adjusts Plaintiff's Trial Exhibit 68 to increase the taxable amount reflected for Mercury Signs (Rec ID 3301-207) from $0 to $590 (the taxable amount identified by the Comptroller's auditor). This adjustment increases the total taxable amount for Audit Exam 1000 from $84,589.29 to $85,179.29.

Exhibit 4 adjusts Plaintiff's Trial Exhibit 113 to comport with the increased taxable amount shown in Exhibit 2. Exhibit 3 increases the projected tax due under Exhibit 113 for Audit Exam 1000 from $49,827.50 to $50,175.04.

Exhibit 5 adjusts Plaintiff's Trial Exhibit 114 to comport with the increase in projected tax due for Exam 1000, as shown in Exhibit 3. As a result, the net tax recovery (not including penalty and interest) is decreased from $73,857.27 to $72,969.70.

PRAYER

Based on the above calculations and the evidence presented in support thereof, Pointsmith respectfully prays that this Court enter the proposed jurisdictional order and final judgment attached hereto as **Exhibits 1 and 2**.

Respectfully submitted,

MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
(512) 542-9898
Fax: (512) 542-9899

By: *_____/s/ Jimmy Martens_____*

James F. Martens
State Bar No. 13050720
Danielle V. Ahlrich
State Bar No. 24059215

ATTORNEYS FOR PLAINTIFF, POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served electronically on Defendants' Counsel, Jim B. Cloudt, Assistant Attorney General, Office of the Attorney General, Tax Division, P.O. Box 12548, MC 017-6, Austin, Texas 78711-2548, on December 22, 2017.

/s/ Jimmy Martens

James F. Martens

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP,	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS,	§	**TRAVIS COUNTY, TEXAS**
Defendants.	§	**200th JUDICIAL DISTRICT**

Order Denying Defendants' Partial Plea to the Jurisdiction

The Court, having considered the Plea and its exhibits, Plaintiff's Response and the exhibits thereto, and all other arguments of counsel, determines that Defendants' Plea should be DENIED.

SIGNED on the _____day of _____, 2018.

_____
THE HONORABLE JUDGE TIM SULAK
353rd District Court,
Travis County, Texas

EXHIBIT
1

Approved as to form and substance:

James F. Martens
jmartens@textaxlaw.com
Texas Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
Texas Bar No. 24059215
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste.1950
Austin, TX 78701
(512) 542-9898 – Telephone
(512) 542-9899 – Fax

Attorneys for Plaintiff

Approved as to form:

Jim B. Cloudt
jim.cloudt@texasattorneygeneral.gov
Texas Bar No. 04410001
Assistant Attorney General
Tax Division
P.O. Box 12548, MC 017-6
Austin, TX 78711-2548
(512) 463-2078 – Telephone
(512) 477-2348 – Fax

Attorney for Defendants

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP,	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS,	§	**TRAVIS COUNTY, TEXAS**
Defendants.	§	**200th JUDICIAL DISTRICT**

FINAL JUDGMENT

During the week of December 4, 2017, the above-entitled matter was tried to the bench in the 353rd District Court of Travis County, Texas. After considering the evidence, the briefing, the pleadings, arguments of counsel, and Amended Motion for Entry of Judgment, the Court orders that Plaintiff is entitled to recover the portion of its protest payment set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants shall pay to Plaintiff $72,969.70 in tax, plus the associated penalties and interest thereon, paid under protest. Defendants shall also pay Plaintiff all statutory interest provided by Texas Tax Code § 112.060, and costs as allowed by law. Each party shall bear its own attorney's fees. This judgment is final and disposes of all parties and claims. All relief not expressly granted herein is hereby denied.

SIGNED this _____ day of _____, 2018.

THE HONORABLE JUDGE TIM SULAK
353rd District Court,
Travis County, Texas

EXHIBIT
2

APPROVED AS TO FORM AND SUBSTANCE:

By: _____

James F. Martens
jmartens@textaxlaw.com
State Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
State Bar No. 24059215
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701
(512) 542-9898 – Telephone
(512) 542-9899 – Fax

Attorneys for Plaintiff, Pointsmith Point-of-Purchase Management Services, LP

APPROVED AS TO FORM:

By: _____

Jim Cloudt
State Bar No. 04410001
jim.cloudt@texasattorneygeneral.com
Assistant Attorney General
Tax Division
P.O. Box 12548, MC 017-6
(512) 463-2078 – Telephone
(512) 477-2348 – Fax

Attorney for Defendants

Exam 1000 - Audit Sample Error Corrected Under Two Transaction Position

Comptroller Errors for Exam 1000				Pointsmith Adjustments	
Rec ID	Name	Inv No	Taxable Amount	Taxable Amount	Comments
3301-315	CHRIS HANNA	58503	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-317	CHRIS HANNA	58310	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-193	CITIGROUP	53307	$ 6,339.49	$ -	Fulfillment Charges
3301-273	CITIGROUP	57098	$ 15,805.43	$ -	Fulfillment Charges
3301-215	COFFEECOL	55766	$ 52,154.70	$ 52,154.70	Shipped to Texas
3301-301	COFFEECOL	59733	$ 111.73	$ -	Fulfillment Charges
3301-316	DANELL SPELHAUG	58502	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-314	DANELL SPELHAUG	59663	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-198	HAMBRIGHT, CALCAGNO & DOWNING (CHICAGO)	53316	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-205	HAMBRIGHT, CALCAGNO & DOWNING (VA)	53432	$ 330.90	$ 330.90	Unable to find backup - Should of Shipped to VA DMA
3301-216	HAMBRIGHT, CALCAGNO & DOWNING (VA)	55688	$ 660.00	$ 660.00	Unable to find backup - Should of Shipped to VA DMA
3301-217	J-SIGNS	55958	$ 437.80	$ -	Fulfillment Charges
3301-274	J-SIGNS	57156	$ 21,260.94	$ -	Inv 57156, 57157 Credited 11/18/2005 Reinvoiced 57158 with Tax
3301-275	J-SIGNS	57232	$ 564.30	$ -	Fulfillment Charges
3301-261	J-SIGNS	58852	$ 621.50	$ -	Fulfillment Charges
3301-305	J-SIGNS	60136	$ 764.50	$ -	Fulfillment Charges
3301-252	JANELLE CRAYS CITIGROUP	58362	$ 98.55	$ -	Fulfillment Charges
3301-255	JESSICA PACZKOWSKI JIFFY LUBE	58535	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-254	JESSICA PACZKOWSKI JIFFY LUBE	58534	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-276	JLI MARKETING PROGRAM FUND	57234	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-262	JLI MARKETING PROGRAM FUND	58854	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-306	JLI MARKETING PROGRAM FUND	60138	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-310	KRYSTAL COMPANY	59705	$ 10,337.65	$ 10,436.07	Shipped to Texas
3301-309	KRYSTAL COMPANY	59702	$ 2,964.50	$ 2,964.50	Shipped to Texas
3301-307	KRYSTAL COMPANY	59554	$ 190.40	$ -	Shipped Out of State
3301-308	KRYSTAL COMPANY	59619	$ 1,111.50	$ -	Fulfillment Charges
3301-311	KRYSTAL COMPANY	59785	$ 643.50	$ -	Fulfillment Charges
3301-312	KRYSTAL COMPANY	59834	$ 5,516.10	$ 5,516.10	Shipped to Inventory
3301-277	KYLE WILLIAMS MURPHY USA	56910	$ 1,024.65	$ -	Fulfillment Charges
3301-263	KYLE WILLIAMS MURPHY USA	58549	$ 24,145.96	$ -	Fulfillment Charges
3301-264	KYLE WILLIAMS MURPHY USA	58675	$ 1,812.25	$ -	Fulfillment Charges
3301-265	KYLE WILLIAMS MURPHY USA	58710	$ 22,192.08	$ -	Fulfillment Charges
3301-253	LISA P. CARLSON JIFFY LUBE INTERNATIONAL	58536	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-208	MARCUS DUFFEL JIFFY LUBE INTERNATIONAL	53335	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-207	MERCURY SIGNS	53326	$ 590.00	$ 590.00	
3301-256	OSTLER GROUP	58528	$ 51.70	$ -	Fulfillment Charges
3301-257	OSTLER GROUP	58538	$ 49.08	$ -	Fulfillment Charges
3301-270	RAED SALAH CITIGROUP	57096	$ 1,281.63	$ -	Fulfillment Charges
3301-271	SUSANNE BROOKS CITI CARD	57097	$ 6,406.53	$ -	Fulfillment Charges
3301-223	SUSANNE BROOKS CITI CARD	57263	$ 5,600.30	$ -	Fulfillment Charges
3301-248	SUSANNE BROOKS CITI CARD	57803	$ 14.57	$ -	Shipped Out of State
3301-300	SUSANNE BROOKS CITI CARD	59504	$ 10,444.86	$ -	Fulfillment Charges
3301-313	TEMERLIN MCCLAIN	53438	$ 1,110.29	$ 1,110.29	Agreed Adjustment 21% Shipped Out of State
3301-201	TEMERLIN MCCLAIN	53436	$ 10,540.70	$ 10,540.70	Cannot find backup
3301-202	TEMERLIN MCCLAIN	53437	$ 876.03	$ 876.03	Agreed Adjustment 21% Shipped Out of State
Totals			$ 206,054.12	$ 85,179.29	
	Amount does not match the Invoice Number amount				

EXHIBIT

3

POINTSMITH POINT-OF-PURCHASE MANAGEMENT
HOUSTON, TX 77041
Exam: 1000 AMENDED DISALLOWED DEDUCTIONS
Exam Summary - Projection Under Two Transactions

	Taxable Amount	Sample Base	Projection Factor	Population Base	Amount	Tax Rate	Projected Taxable Amount
Exam 1000	$206,054.12	$2,172,989.75	9.4825%	$17,655,230.63	$1,674,160.23	State & various local	$123,684.74
Total for Exam 1000					$1,674,160.23		$123,684.74
Adjusted Exam 1000	$85,179.29	$2,172,989.75	3.9199%	$17,655,230.63	$692,069.54	0.07250	$50,175.04
Total for Adjusted Exam 1000					$692,069.54		$50,175.04

EXHIBIT
4

Protest Payment Recovery Under Two Transaction Position

Protest Payment Attributable to Tax			$168,181.69
Exam 1000 Tax Assessed	$ 123,684.74	Exam 1000 Tax Due	$50,715.04
Exam 3000 Tax Assessed	20,985.63	Exam 3000 Tax Due	20,985.63
Exam 4000 Tax Assessed	486.85	Exam 4000 Tax Due	486.85
Exam 4100 Tax Assessed	23,024.47	Exam 4100 Tax Due	23,024.47
Subtotal	$168,181.69		$95,211.99
Net Tax Recovery Under Two Transaction Position (plus P&I)			**$72,969.70**

EXHIBIT

5

Filed in The District Court
of Travis County, Texas
JAN 10 2018
At 4:05P M.
Velva L. Price, District Clerk

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP,	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS,	§	**TRAVIS COUNTY, TEXAS**
	§	**200th JUDICIAL DISTRICT**
Defendants.	§	

FINAL JUDGMENT

During the week of December 4, 2017, the above-entitled matter was tried to the bench in the 353rd District Court of Travis County, Texas. After considering the evidence, the briefing, the pleadings, arguments of counsel, and Amended Motion for Entry of Judgment, the Court orders that Plaintiff is entitled to recover the portion of its protest payment set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants shall pay to Plaintiff $72,969.70 in tax, plus the associated penalties and interest thereon, paid under protest. Defendants shall also pay Plaintiff all statutory interest provided by Texas Tax Code § 112.060, and costs as allowed by law. Each party shall bear its own attorney's fees. This judgment is final and disposes of all parties and claims. All relief not expressly granted herein is hereby denied.

SIGNED this 10th day of January, 2018.

THE HONORABLE JUDGE TIM SULAK
353rd District Court,
Travis County, Texas

EXHIBIT
2

APPROVED AS TO FORM AND SUBSTANCE:

By: Danielle Ahlrich

James F. Martens
jmartens@textaxlaw.com
State Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
State Bar No. 24059215
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701
(512) 542-9898 – Telephone
(512) 542-9899 – Fax

Attorneys for Plaintiff, Pointsmith Point-of-Purchase Management Services, LP

APPROVED AS TO FORM:

By: Jim B Cloudt

Jim Cloudt
State Bar No. 04410001
jim.cloudt@texasattorneygeneral.com
Assistant Attorney General
Tax Division
P.O. Box 12548, MC 017-6
(512) 463-2078 – Telephone
(512) 477-2348 – Fax

Attorney for Defendants

From: John Bostick
To: Danielle Ahlrich
Subject: informal request for copies of contracts and certificates relating to Pointsmith 2010-2013 audit/hearing
Date: Thursday, March 29, 2018 2:44:55 PM

Danielle,

Re: Pointsmith Point-of-purchase Management Services, LP ("Pointsmith"); Hearing No. 113,938
Sales and Use Tax/Redetermination 8/1/10-12/31/13

This is an informal request – in lieu of a formal discovery request – for your client to provide to me the following documents that applied to the audit period:

A. Please provide complete copies of executed contracts in effect during the audit period, between Pointsmith and each of the following entities.
   1. AFC/Popeyes and Popeyes, including AFC/Popeyes Support Center, Popeyes Support, and Popeyes Support Center
   2. Citgo
   3. Citi and Citi Cards
   4. Coca Cola, including Coca Cola Company
   5. CST Brands, Inc.
   6. Firehouse Subs
   7. GE Money Bank
   8. Mattress Firm, including Mattress Firm, Inc. and Mattress Firm MCS
   9. Murphy USA, including Murphy USA Merchandising
   10. Shell USA
   11. Valero, including Valero Parent Account and Valero Retail Advertising

B. Resale, exemption, and direct pay certificates – please provide copies of resale, exemption, and direct pay certificates that your client accepted from customers and relied upon regarding not charging and collecting Texas sales and use tax for the customer's purchase(s) from Pointsmith

Thank you.

EXHIBIT
3

Sincerely,

JOHN D. "J.D." BOSTICK
TAX HEARINGS ATTORNEY | ADMINISTRATIVE HEARINGS SECTION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512-463-8537 | 1-(800) 531-5441 ext. 3-8537
john.bostick@cpa.texas.gov

NOTICE: This communication may be confidential and/or privileged under law — specifically including Tex. R. Civ. P. 192, Article V of the Texas Rules of Evidence, and other applicable statutory, quasi-statutory, and common law. Accordingly, pursuant to Chapter 552 of the Texas Gov't Code (the "Texas Public Information Act") and court interpretations thereof, the information that is contained within this communication may not be subject to disclosure to the public under Section 552.101, et seq., of the Code — specifically including

Sections 552.103, 552.107, 552.108, and 552.111 — and further may be protected from disclosure or production for other purposes, such as in the context of civil discovery

MARTENS, TODD, LEONARD & AHLRICH
A GENERAL PARTNERSHIP

JAMES F. MARTENS*
KELLI H. TODD
LACY L. LEONARD
DANIELLE V. AHLRICH
Attorneys at Law

*Board Certified in Tax Law
Texas Board of Legal Specialization

E-MAIL: jmartens@textaxlaw.com

301 CONGRESS AVENUE, SUITE 1950
AUSTIN, TEXAS 78701
(512) 542-9898
FAX (512) 542-9899
www.textaxlaw.com

CLAIRE E. GALLEY‡
ALLISON R. CUNNINGHAM
Attorneys at Law

‡Licensed in Texas and Louisiana

May 16, 2018

Via E-Mail and Hand Delivery
Texas Comptroller of Public Accounts
Attn: Denise Stewart, Director of Audit Division
1700 N. Congress Room #300
Austin, Texas 78701

Re: Pointsmith Point-of-Purchase Management Services, L.P.
Taxpayer No. [redacted]

Dear Ms. Stewart:

As reflected by the attached power of attorney, our law firm represents Pointsmith Point-of-Purchase Management Services, L.P. ("Pointsmith") in connection with its Texas sales and use tax matters. *See* **Exhibit 1**. We are writing to request that you delay the Comptroller's scheduled audit of Pointsmith's Texas sales and use tax compliance for the January 2014 to March 2018 period pending the outcome of the protest litigation discussed below. If you agree, Pointsmith will sign a statute of limitations waiver under Texas Tax Code section 111.203(d)(4) to accommodate this delay since "an issue of law involved in the audit is awaiting determination in either litigation or an administrative proceeding."

We initially tried to resolve this matter with the assigned auditor, Lan Zhang, and his supervisor, Jennifer Saucier. However, they have indicated they cannot delay the audit for a period of more than two months. For the reasons detailed below, that offer is wholly-inadequate and necessitates that we initiate discussions at a higher level.

The Texas Comptroller has audited Pointsmith for every Texas sales and use tax period from the year 2000 forward. Pointsmith has challenged each audit assessment either through the administrative redetermination process or by a district court protest suit – meaning that Pointsmith has been actively litigating against the Comptroller for almost 15 years.

EXHIBIT
6

For the audits spanning the 2003 through 2013 sales tax periods, the Comptroller imposed Texas sales and use tax on Pointsmith's fulfillment services. In December of 2017, a Texas district court judge ruled that these services were not taxable and, therefore, the Comptroller had taxed these services in error. We have attached a copy of Pointsmith's Motion for Entry of Judgment and the district court judgment. *See* **Exhibits 2-3**. The Comptroller declined to appeal the judgment, which means that it is final and enforceable.

Notwithstanding the lack of material change in Pointsmith's business operations between the audit period litigated in district court and subsequent audit periods, the Comptroller, through his lawyers in the Administrative Hearings Section, has recently indicated that he will not follow Judge Sulak's district court judgment but, instead, intends to re-litigate the taxability of Pointsmith's fulfillment services through the pending litigation for the 2010-2013 audit period (*i.e.*, the audit period immediately preceding the one you intend to commence). We are currently working to dismiss the 2010-2013 audit from the redetermination process to challenge the assessment in state district court through a protest suit, which we believe should proceed quickly given that the issue in dispute was already determined by a district court judge just four months ago after a week-long trial.

Over the last 15 years, Pointsmith has contributed a tremendous amount of employee time and hundreds of thousands of dollars (through protest payments and professional fees) to facilitating Comptroller audit examinations and then litigating the adverse assessments. Given Pointsmith's substantial contribution of resources and its recent success in defeating the Comptroller's assessment of tax on its fulfillment services, we request that the audit division postpone the 2014-2018 audit so that the parties may complete the protest litigation for the 2010-2013 audit period.

Proceeding with the audit at this time is a waste of both the Comptroller's resources and Pointsmith's time and money. Efficiency aside, simple fairness dictates that a taxpayer should not be forced to expend further employee and financial resources on an audit at the same time that the Comptroller is forcing it to relitigate a taxability dispute that the taxpayer has already won. By seeking to do so, the audit seems intended to test Pointsmith's resolve or to put pressure on the company to settle the pending litigation despite having previously prevailed on the central issue. *See U.S. v. Powell*, 379 U.S. 48 (1964) (recognizing restrictions on the IRS' audit power when used for an improper purpose, such as harassment of the taxpayer or to put pressure on the taxpayer to settle a collateral issue). We believe that forcing Pointsmith to endure a second protest suit on the same issue previously litigated is an abuse of the agency's power. We further believe that initiating a fifth audit while the second round of protest litigation occurs compounds that abuse.

Furthermore, proceeding with an audit during a period of active litigation presents additional concerns. The Texas Rules of Civil Procedure govern discovery in taxpayer litigation. These rules "ensur[e] that fairness w[ill] prevail" by allowing parties to gain controlled access to one another's information within defined parameters. *West v. Solito*, 563 S.W.2d 240, 243 (Tex.

1978); *Gutierrez v. Dallas Indep. Sch. Dist.*, 729 S.W.2d 691, 693 (Tex. 1987). Parties to litigation — including taxpayer litigation — are not allowed free rein of one another's information; rather, they must comply with the specific discovery deadlines, limits, and boundaries set forth in the Texas Rules of Civil Procedure. *See, e.g.*, Tex. R. Civ. P. 190.3 (establishing deadlines and limits for discovery).

Recognizing the conflict that arises when a taxpayer is litigating against a taxing authority while simultaneously subjected to a compulsory audit, the United States Tax Court has issued protective orders prohibiting IRS lawyers from participating both in the litigation and subsequent audit and barring the use of information obtained through one forum in the other. *See, e.g. Westreco v. Commissioner*, T.C. Memo 1990-501 (1990) (noting that discovery "restrictions would be eviscerated if [the IRS] were free to use, in a case already docketed in this Court, testimony or documents developed in a subsequent year [audit] proceeding" and that the involvement of the same IRS attorneys in both the litigation and the audit "confer[red] an unfair advantage" to the IRS); *Ash v. Commissioner*, 96 T.C. 459 (1991) (confirming that the court will "exercise [] its power to issue protective orders or to impose other appropriate sanctions where the underlying facts and circumstances of a particular case establish an abusive or prejudicial situation that warrants relief").

The scope and use of the Comptroller's audit power clearly presents a conflict with discovery limitations. *See* Tex. Tax Code § 111.004. Initiating a new audit of Pointsmith while the company is embroiled in litigation with the Comptroller for an earlier audit period appears to be a thinly-veiled attempt to circumvent the Texas Rules of Civil Procedure and to frustrate their purposes by permitting the Comptroller to gain access to Pointsmith's facilities and information outside of the rules' procedural requirements. While use of a different auditor or counsel may allay some of these concerns, it introduces others – such as the loss of efficiency and undue burden imposed upon Pointsmith, who will be tasked with the duty of educating an auditor who must learn anew Pointsmith's unique business model and accounting processes.

In addition, seeking information from Pointsmith through an audit while litigation on the same issue is pending may create an environment for potential violations of Rule 4.02 of the Texas Disciplinary Rules of Professional Conduct. This rule provides: "a lawyer shall not communicate or encourage another to communicate about the subject of the representation with a[n] . . . organization the lawyer knows to be represented by another lawyer regarding that subject, unless the lawyer has the consent of the other lawyer or is authorized by law to do so." *See* Tex. Disciplinary Rules Prof'l Conduct R. 4.02(a). We do not consent to such communications and are unaware of any law that would authorize such communications. We believe that discussions amongst the auditor and hearings attorneys, Comptroller liaisons who hold law licenses, or assistant attorney generals about Pointsmith could lead to violations of this rule as the auditor gathers information from Pointsmith during the audit examination. Pointsmith should not be forced to incur the expense of paying legal counsel to communicate with the auditor when the audit may simply be delayed.

Seemingly in recognition of the above concerns, the Texas Tax Code contemplates that when an "issue of law involved in the audit is awaiting determination in either litigation or an administrative proceeding," the parties may defer other assessment, collection, or litigation activities until the issue of law is resolved. *See* Tex. Tax Code § 111.203(d)(4) ("The period for filing a refund claim or for assessment and collection of a tax may be extended if . . . an issue of law involved in the audit is awaiting determination in either litigation or an administrative proceeding"). Therefore, we request that the Comptroller delay the audit of Pointsmith's Texas sales and use tax compliance for the period of 2014 to 2018 until the litigation between the parties for the 2010 to 2013 period has been resolved.

Pointsmith is willing to sign a waiver of the statute of limitations, as necessary, to both comply with the Texas Tax Code and to ensure that your audit will not be unfairly prejudiced by a good faith deferral. If you agree, please send any requested waiver, along with confirmation that you have halted your 2014-2018 audit proceedings, to the above address.

We appreciate your prompt attention to this matter, and trust that you will handle the situation appropriately. Would you please contact me or Danielle Ahlrich if you have any questions or concerns?

Sincerely,

MARTENS, TODD, LEONARD & AHLRICH

By: _____
Jimmy Martens

Enclosures

cc *via email*:
Ray Langenberg, Special Counsel for Tax Litigation
Lan Zhang, Auditor
John "J.D." Bostick, Assistant General Counsel, Administrative Hearings Section
Jim Arbogast, Chief Counsel for Hearings and Tax Litigation
Glenn Hegar, Texas Comptroller of Public Accounts

EXHIBIT

1

01-137
(R-1/15)

Limited Power of Attorney

Purpose – This form satisfies specific statutory requirements for taxpayers to designate agents to represent them before the Texas Comptroller of Public Accounts. See Texas Tax Code Section 111.023. You may use this form to grant authority to an attorney, accountant, or other representative to act on your behalf. **If you choose to use this form, provide all the information requested; we will return incomplete forms.**

See Form 10-341, Limited Power of Attorney for Crude Oil Production and Natural Gas Production Tax Refunds, for a sample power of attorney to designate an agent to act for you with respect to refunds of crude oil production and natural gas production taxes.

Taxpayer Granting Limited Power of Attorney

Taxpayer legal name	11-digit Texas taxpayer number
Pointsmith Point-of-Purchase Mgmt Services, L.P.	[redacted]

Attorney, Accountant, Firm, or Other Representative Appointed to Act on Behalf of the Taxpayer (Agent)

Agent legal name: Martens, Todd, Leonard & Ahlrich, Jimmy Martens, Kelli Todd, Lacy Leonard, Danielle Ahlrich, Claire Galley, Allison Cunningham & Stacy Noack	
Relationship to taxpayer (Attorney, CPA, tax return preparer, etc.): Law Firm	Contact name: Danielle Ahlrich
Street: 301 Congress Ave., Ste. 1950	Phone (Area code and number): (512) 542-9898
City, state, and ZIP code: Austin, Texas 78701	Email address: dahlrich@textaxlaw.com
Tax/Fee type(s): Sales & Use Tax	Period(s)/Report year(s): 2014 - 2018

I appoint the named Agent as my true and lawful agent and attorney-in-fact to communicate with the Texas Comptroller of Public Accounts (Comptroller's office) for one or more of the following purposes:

(Check all that apply)

- [x] To communicate with the Comptroller's office for purposes other than those listed below, including requesting and receiving information by telephone, email, fax, mail, private letter rulings, general information letters, or in person.
- [x] To file my claim for refund for the tax/fee types and periods/report years identified, and to provide information as requested by the Comptroller's office.
- [x] To sign and file my documents, including tax/fee reports, applications, and returns.
- [x] To provide information as requested and discuss relevant issues with regard to my tax/fee audit(s), and to accept a notification of sampling procedure for the tax/fee types and periods/report years identified.
- [x] To receive a copy of my Texas Notification of Audit, Refund, and/or Exam Results.
- [x] To file for a redetermination or refund hearing, to accept a notification of the 60-day requirement to obtain records and/or certificates, and to represent me during the contested case proceeding for the tax/fee types and periods/report years identified.
- [x] To enter into a written agreement extending the period of limitation during my audit(s) for the tax/fee types and periods/report years identified.
- [x] To authorize one or more individuals from the firm identified to carry out the authority and duties granted for the tax/fee types and periods/report years identified.
- [ ] Other: _____

This limited power of attorney is effective on _____ (Date). My Agent has the power and authority to do and perform every act necessary and proper in the exercise of any of the powers described above, as fully as I could do personally. This includes the right to request and receive confidential information. I acknowledge that use of the named Agent does not relieve me, as the taxpayer or officer, director, or employee of the taxpayer, of my responsibilities when filing accurate reports and returns. I further acknowledge that I am ultimately responsible for the accuracy of any reports or returns filed on my behalf by my Agent.

I understand that the Comptroller's office may act under this limited power of attorney until I revoke it in writing. I understand that revocation of this limited power of attorney is not effective until the Comptroller's office receives written notice. **If signing as an officer, director, or employee of the taxpayer, I certify that my duties include administering the taxpayer's rights and responsibilities with the Comptroller's office and that I have authority to execute this limited power of attorney.**

Signature: Troy Smith	Date: 5/2/18
Print name: Troy Smith	Phone *(Area code and number)*: (512) 542-9898 - POA
Address *(Street, city, state, and ZIP code)*: 21202 Park Row Drive, Katy, Texas 77449	
Title: CEO	Email address: jmartens@textaxlaw.com - POA

You have certain rights under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you.
To request information for review or to request error correction, contact us at 800-252-5555.

12/22/2017 9:49 AM
Velva L. Price
District Clerk
Travis County
D-1-GN-11-001514
Sandra Henriquez

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP, Plaintiff	§	IN THE DISTRICT COURT OF
v.	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS, Defendants.	§	TRAVIS COUNTY, TEXAS 200th JUDICIAL DISTRICT

PLAINTIFF'S AMENDED MOTION FOR ENTRY OF FINAL JUDGMENT

TO THE HONORABLE JUDGE SULAK:

Pointsmith Point-of-Purchase Management Services, LP ("Pointsmith" or "Plaintiff") hereby moves for entry of Final Judgment in the above-referenced matter against Defendants Glenn Hegar, Comptroller of Public Accounts of the State of Texas, and Ken Paxton, Attorney General of the State of Texas (collectively, "the Comptroller" or Defendants") pursuant to the Court's letter ruling issued on December 19, 2017.

Based upon the evidence presented at trial, the arguments presented by counsel, and the Court's letter ruling, Pointsmith seeks entry of the jurisdictional order attached as **Exhibit 1** and the final judgment attached as **Exhibit 2**.

Pointsmith's Exhibit 2 is calculated pursuant to the following resolution of the issues presented at trial:

1. Pointsmith's fulfillment services are not taxable for either of two independent reasons.

EXHIBIT
2

a. Pointsmith's fulfillment services are not taxable as part of the sales price of print materials because they are not part of the transfer of possession or title of the printed materials sold.

b. Alternatively, Pointsmith's fulfillment services are not taxable because Pointsmith provided them independently of the printed materials and Pointsmith's customers independently desired the fulfillment services.

2. Pointsmith was not obligated to collect City of Houston local tax, as Defendants conceded in their closing argument. Therefore, the audit errors for Exam 1000, as identified by Pointsmith in **Exhibit 3**, are properly taxed at 7.25%.

3. Pointsmith's J-Signs transactions with Jiffy Lube International were improperly treated as audit errors (Audit Exam 1000 Rec IDs: 3301-217, 3301-274, 3301-275, 3301-261, 3301-305).

4. Pointsmith no longer contests the taxability of its transaction with Mercury Signs (Audit Exam 1000 Rec ID 3301-207).

Exhibit 2 is based upon Exhibits 3-5, which are revised versions of Plaintiff's Trial Exhibits 68, 113, and 114. Pointsmith adjusted its trial summary calculations to withdraw its challenge the tax imposed upon its transaction with Mercury Signs.

Exhibit 3 adjusts Plaintiff's Trial Exhibit 68 to increase the taxable amount reflected for Mercury Signs (Rec ID 3301-207) from $0 to $590 (the taxable amount identified by the Comptroller's auditor). This adjustment increases the total taxable amount for Audit Exam 1000 from $84,589.29 to $85,179.29.

Exhibit 4 adjusts Plaintiff's Trial Exhibit 113 to comport with the increased taxable amount shown in Exhibit 2. Exhibit 3 increases the projected tax due under Exhibit 113 for Audit Exam 1000 from $49,827.50 to $50,175.04.

Exhibit 5 adjusts Plaintiff's Trial Exhibit 114 to comport with the increase in projected tax due for Exam 1000, as shown in Exhibit 3. As a result, the net tax recovery (not including penalty and interest) is decreased from $73,857.27 to $72,969.70.

PRAYER

Based on the above calculations and the evidence presented in support thereof, Pointsmith respectfully prays that this Court enter the proposed jurisdictional order and final judgment attached hereto as **Exhibits 1 and 2.**

Respectfully submitted,

MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
(512) 542-9898
Fax: (512) 542-9899

By: */s/ Jimmy Martens*

James F. Martens
State Bar No. 13050720
Danielle V. Ahlrich
State Bar No. 24059215

ATTORNEYS FOR PLAINTIFF, POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served electronically on Defendants' Counsel, Jim B. Cloudt, Assistant Attorney General, Office of the Attorney General, Tax Division, P.O. Box 12548, MC 017-6, Austin, Texas 78711-2548, on December 22, 2017.

/s/ Jimmy Martens

James F. Martens

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP, Plaintiff	§	IN THE DISTRICT COURT OF
v.	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS, Defendants.	§	TRAVIS COUNTY, TEXAS
	§	200th JUDICIAL DISTRICT

Order Denying Defendants' Partial Plea to the Jurisdiction

The Court, having considered the Plea and its exhibits, Plaintiff's Response and the exhibits thereto, and all other arguments of counsel, determines that Defendants' Plea should be DENIED.

SIGNED on the _____day of _____, 2018.

THE HONORABLE JUDGE TIM SULAK
353rd District Court,
Travis County, Texas

EXHIBIT
1

Approved as to form and substance:

James F. Martens
jmartens@textaxlaw.com
Texas Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
Texas Bar No. 24059215
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste.1950
Austin, TX 78701
(512) 542-9898 – Telephone
(512) 542-9899 – Fax

Attorneys for Plaintiff

Approved as to form:

Jim B. Cloudt
jim.cloudt@texasattorneygeneral.gov
Texas Bar No. 04410001
Assistant Attorney General
Tax Division
P.O. Box 12548, MC 017-6
Austin, TX 78711-2548
(512) 463-2078 – Telephone
(512) 477-2348 – Fax

Attorney for Defendants

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP,	§	**IN THE DISTRICT COURT OF**
Plaintiff	§	
	§	
v.	§	
	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS,	§	**TRAVIS COUNTY, TEXAS**
Defendants.	§	**200th JUDICIAL DISTRICT**

FINAL JUDGMENT

During the week of December 4, 2017, the above-entitled matter was tried to the bench in the 353rd District Court of Travis County, Texas. After considering the evidence, the briefing, the pleadings, arguments of counsel, and Amended Motion for Entry of Judgment, the Court orders that Plaintiff is entitled to recover the portion of its protest payment set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants shall pay to Plaintiff $72,969.70 in tax, plus the associated penalties and interest thereon, paid under protest. Defendants shall also pay Plaintiff all statutory interest provided by Texas Tax Code § 112.060, and costs as allowed by law. Each party shall bear its own attorney's fees. This judgment is final and disposes of all parties and claims. All relief not expressly granted herein is hereby denied.

SIGNED this _____ day of _____, 2018.

THE HONORABLE JUDGE TIM SULAK
353rd District Court,
Travis County, Texas

EXHIBIT
2

APPROVED AS TO FORM AND SUBSTANCE:

By: _____

James F. Martens
jmartens@texlaxlaw.com
State Bar No. 13050720
Danielle V. Ahlrich
dahlrich@texlaxlaw.com
State Bar No. 24059215
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701
(512) 542-9898 – Telephone
(512) 542-9899 – Fax

Attorneys for Plaintiff, Pointsmith Point-of-Purchase Management Services, LP

APPROVED AS TO FORM:

By: _____

Jim Cloudt
State Bar No. 04410001
jim.cloudt@texasattorneygeneral.com
Assistant Attorney General
Tax Division
P.O. Box 12548, MC 017-6
(512) 463-2078 – Telephone
(512) 477-2348 – Fax

Attorney for Defendants

Exam 1000 - Audit Sample Error Corrected Under Two Transaction Position

Comptroller Errors for Exam 1000				Pointsmith Adjustments	
Rec ID	Name	Inv No	Taxable Amount	Taxable Amount	Comments
3301-315	CHRIS HANNA	58503	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-317	CHRIS HANNA	58310	$	$	No Value Provided in Auditors Sampling Report
3301-198	CITIGROUP	53307	$ 6,339.49	$ -	Fulfillment Charges
3301-273	CITIGROUP	57098	$ 15,805.43	$ -	Fulfillment Charges
3301-318	COFFEECOL	55766	$ 52,154.70	$ 52,154.70	Shipped to Texas
3301-301	COFFEECOL	59753	$ 111.73	$ -	Fulfillment Charges
3301-316	DANELL SPELHAUG	58502	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-314	DANELL SPELHAUG	59663	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-198	HAMBRIGHT, CALCAGNO & DOWNING (CHICAGO)	53316	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-205	HAMBRIGHT, CALCAGNO & DOWNING (VA)	53432	$ 330.90	$ 330.90	Unable to find backup - Should of Shipped to VA DMA
3301-216	HAMBRIGHT, CALCAGNO & DOWN NG (VA)	55688	$ 660.00	$ 660.00	Unable to find backup - Should of Shipped to VA DMA
3301-217	J-SIGNS	55952	$ 437.80	$ -	Fulfillment Charges
3301-274	J-SIGNS	57156	$ 21,260.94	$ -	Inv 57156, 57157 Credited 11/18/2005 Reinvoiced 57158 with Tax
3301-275	J-SIGNS	57232	$ 564.30	$ -	Fulfillment Charges
3301-261	J-SIGNS	58852	$ 621.50	$ -	Fulfillment Charges
3301-305	J-SIGNS	60136	$ 764.50	$ -	Fulfillment Charges
3301-252	JANELLE CRAYS CITIGROUP	58362	$ 98.55	$ -	Fulfillment Charges
3301-255	JESSICA PACZKOWSKI JIFFY LUBE	58535	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-254	JESSICA PACZKOWSKI JIFFY LUBE	58534	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-276	JLI MARKETING PROGRAM FUND	57234	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-262	JLI MARKETING PROGRAM FUND	58854	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-306	JLI MARKETING PROGRAM FUND	60138	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-310	KRYSTAL COMPANY	59705	$ 10,337.65	$ 10,436.07	Shipped to Texas
3301-309	KRYSTAL COMPANY	59702	$ 2,964.50	$ 2,964.50	Shipped to Texas
3301-307	KRYSTAL COMPANY	59554	$ 190.40	$ -	Shipped Out of State
3301-308	KRYSTAL COMPANY	59619	$ 1,111.50	$ -	Fulfillment Charges
3301-311	KRYSTAL COMPANY	59785	$ 643.50	$ -	Fulfillment Charges
3301-312	KRYSTAL COMPANY	59634	$ 5,516.10	$ 5,516.10	Shipped to Inventory
3301-277	KYLE WILLIAMS MURPHY USA	58910	$ 1,024.65	$ -	Fulfillment Charges
3301-263	KYLE WILLIAMS MURPHY USA	58549	$ 24,145.96	$ -	Fulfillment Charges
3301-264	KYLE WILLIAMS MURPHY USA	58675	$ 1,812.25	$ -	Fulfillment Charges
3301-265	KYLE WILLIAMS MURPHY USA	58710	$ 22,192.08	$ -	Fulfillment Charges
3301-253	LISA P. CARLSON JIFFY LUBE INTERNATIONAL	58536	$ -	$ -	No Value Provided in Auditors Sampling Report
3301-208	MARCUS DUFFEL JIFFY LUBE INTERNATIONAL	53335	$	$ -	No Value Provided in Auditors Sampling Report
3301-207	MERCURY SIGNS	53526	$ 590.00	$ 590.00	
3301-256	OSTLER GROUP	58528	$ 51.70	$ -	Fulfillment Charges
3301-257	OSTLER GROUP	58538	$ 49.08	$ -	Fulfillment Charges
3301-270	RAED SALAH CITIGROUP	57096	$ 1,281.63	$ -	Fulfillment Charges
3301-271	SUSANNE BROOKS CITI CARD	57097	$ 6,406.53	$ -	Fulfillment Charges
3301-223	SUSANNE BROOKS CITI CARD	57263	$ 5,600.30	$ -	Fulfillment Charges
3301-246	SUSANNE BROOKS CITI CARD	57603	$ 14.57	$ -	Shipped Out of State
3301-300	SUSANNE BROOKS CITI CARD	59504	$ 10,444.86	$ -	Fulfillment Charges
3301-313	TEMERLIN MCCLAIN	53438	$ 1,110.29	$ 1,110.29	Agreed Adjustment 21% Shipped Out of State
3301-201	TEMERLIN MCCLAIN	53436	$ 10,540.70	$ 10,540.70	Cannot find backup
3301-202	TEMERLIN MCCLAIN	53437	$ 876.03	$ 876.03	Agreed Adjustment 21% Shipped Out of State
Totals			$ 206,054.12	$ 85,179.29	

Amount does not match the Invoice Number amount

EXHIBIT

3

POINTSMITH POINT-OF-PURCHASE MANAGEMENT
HOUSTON, TX 77041
Exam: 1000 AMENDED DISALLOWED DEDUCTIONS
Exam Summary - Projection Under Two Transactions

	Taxable Amount	Sample Base	Projection Factor	Population Base	Amount	Tax Rate	Projected Taxable Amount
Exam 1000	$206,054.12	$2,172,989.75	9.4825%	$17,655,230.63	$1,674,160.23	State & various local	$123,684.74
Total for Exam 1000					$1,674,160.23		$123,684.74
Adjusted Exam 1000	$85,179.29	$2,172,989.75	3.9199%	$17,655,230.63	$692,069.54	0.07250	$50,175.04
Total for Adjusted Exam 1000					$692,069.54		$50,175.04

EXHIBIT
4

Protest Payment Recovery Under Two Transaction Position

Protest Payment Attributable to Tax			$168,181.69
Exam 1000 Tax Assessed	$ 123,684.74	Exam 1000 Tax Due	$50,715.04
Exam 3000 Tax Assessed	20,985.63	Exam 3000 Tax Due	20,985.63
Exam 4000 Tax Assessed	486.85	Exam 4000 Tax Due	486.85
Exam 4100 Tax Assessed	23,024.47	Exam 4100 Tax Due	23,024.47
Subtotal	$168,181.69		$95,211.99
Net Tax Recovery Under Two Transaction Position (plus P&I)			**$72,969.70**

EXHIBIT
5

Filed in The District Court
of Travis County, Texas
JAN 10 2018
At 4:05P M.
Velva L. Price, District Clerk

CAUSE NO. D-1-GN-11-001514

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP, **Plaintiff**	§	**IN THE DISTRICT COURT OF**
v.	§	
GLENN HEGAR, COMPTROLLER OF PUBLIC ACCOUNTS OF THE STATE OF TEXAS; AND KEN PAXTON, ATTORNEY GENERAL OF THE STATE OF TEXAS, **Defendants.**	§	**TRAVIS COUNTY, TEXAS**
	§	**200th JUDICIAL DISTRICT**

FINAL JUDGMENT

During the week of December 4, 2017, the above-entitled matter was tried to the bench in the 353rd District Court of Travis County, Texas. After considering the evidence, the briefing, the pleadings, arguments of counsel, and Amended Motion for Entry of Judgment, the Court orders that Plaintiff is entitled to recover the portion of its protest payment set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants shall pay to Plaintiff $72,969.70 in tax, plus the associated penalties and interest thereon, paid under protest. Defendants shall also pay Plaintiff all statutory interest provided by Texas Tax Code § 112.060, and costs as allowed by law. Each party shall bear its own attorney's fees. This judgment is final and disposes of all parties and claims. All relief not expressly granted herein is hereby denied.

SIGNED this 10th day of January, 2018.

THE HONORABLE JUDGE TIM SULAK
353rd District Court,
Travis County, Texas

EXHIBIT
3

APPROVED AS TO FORM AND SUBSTANCE:

By: Danielle Ahlrich

James F. Martens
jmartens@textaxlaw.com
State Bar No. 13050720
Danielle V. Ahlrich
dahlrich@textaxlaw.com
State Bar No. 24059215
Martens, Todd, Leonard & Ahlrich
301 Congress Ave., Ste. 1950
Austin, TX 78701
(512) 542-9898 – Telephone
(512) 542-9899 – Fax

Attorneys for Plaintiff, Pointsmith Point-of-Purchase Management Services, LP

APPROVED AS TO FORM:

By: Jim B Cloudt

Jim Cloudt
State Bar No. 04410001
jim.cloudt@texasattorneygeneral.com
Assistant Attorney General
Tax Division
P.O. Box 12548, MC 017-6
(512) 463-2078 – Telephone
(512) 477-2348 – Fax

Attorney for Defendants

PRO COURIER Service

New Order Order Tracking

Date: 5/16/2018 8:47:36 AM

Delivery Information	Tracking Number	
ACC#: 1538 **FROM:** Martens, Todd, Leonard & Ahlrich Stacy 301 Congress Ave., Unit 1950 Austin, TX 78701 UNITED STATES **SHIP TO:** **Texas Comptroller of Public Accounts** **Denise Stewart** **1700 North Congress, Unit 300** **Austin, TX 78701** **UNITED STATES**	#113251 *113251*	
	Client MARTENS, TODD, LEONARD & AHLRICH	
	Service **ASAP**	Pick up Date 5/16/2018
	Delivery Date 5/16/2018	Deliver By 09:30
	Ordered By Stacy Noack	Vehicle Car
	Packages 1 Envelope	Insurance **NO**
	Weight **2 Lbs**	COD $0.00

Reference
Pointsmith

POINTSMITH

Instructions

Shipper's Signature: _____

Driver's Number: _____

Consignee's Signature: _____

Time: _____

Name (printed): _____

HEARING NO. 113,938

TO: Ms. Danielle Ahlrich Martens, Todd, Leonard, Taylor & Ahlrich 301 Congress Avenue, Suite 1950 Austin, TX 78701	§ § § § § § § § §	RE: POINTSMITH POINT-OF- PURCHASE MANAGEMENT SERVICES, TAXPAYER NO: [redacted] AUDIT PERIOD: August 1, 2010 through December 31, 2013 AUDIT OFFICE:Audit - Houston W 2133 TYPE OF TAX:Sales And Use Tax/RDT

RESPONSE

The Administrative Hearings Section (AHS) issued its position letter on September 27, 2017. Petitioner replied to the position letter on December 28, 2017. AHS responds as follows.

AHS agrees to adjustments. Attachment A is a Tax Adjustment Summary of the proposed amended audit. Attachment A reflects a slight correction that is not shown in Exhibit No. 1 to the position letter.

In the position letter, AHS identified Petitioner's ten contentions. In its reply, Petitioner re-urged its contentions, expressed additional contentions, and expressed an alternative contention.

Petitioner's additional contentions

11. The audit is in error because it is in contravention of the district court's ruling in Petitioner's Travis County District Court Cause No. D-1-GN-11-001514 for which a letter ruling was issued on December 19, 2017.

12. Interest should be waived because Petitioner exercised reasonable diligence and cooperated throughout the audit process.

13. In the alternative, if fulfillment is taxed as part of the sale of printed materials, the Comptroller should (1) delete the imposition of tax upon fulfillment charges attributable to printed items shipped outside of Texas and (2) for the items remaining as errors in the sales exams, offset them by the tax over-collected from those same customers on transactions now deemed out-of-state sales under the auditor's taxing theory.

AHS's position

AHS disagrees with all of Petitioner's contentions. AHS reaffirms its positions regarding contentions 1-10 as expressed in the position letter. AHS disagrees that the December 19, 2017 letter ruling by a Travis County District Court in Petitioner's case contesting an audit liability for a prior period is a decision on the merits. Thus, AHS disagrees with contention 11. AHS contends

EXHIBIT
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the proposed amended audit correctly assesses additional tax based on the facts established by evidence pertaining to the audit period August 1, 2010 through December 31, 2013.

AHS disagrees that interest should be waived. Petitioner provided no evidence that it was impacted to its detriment by either: (1) undue delay caused by Comptroller personnel; (2) reliance on advice provided by the Comptroller's office which caused imposition of penalty and interest; or (3) natural disasters, which Petitioner has the burden to show by a preponderance of the evidence. Rule 3.5(d) and Rule 1.40(2)(B). Thus, AHS disagrees with contention 12 and cannot recommend any interest waiver.

AHS contends that the proposed amended audit correctly determines tax based on the auditor's review of Petitioner's books and records. There is no finding of over-collected tax by Petitioner in the manner it describes in its contention 13 in the alternative.

AHS recommends that the audit be amended only as necessary to make the agreed adjustments, and that no penalty or interest be waived.

DOCKETING OF THE CASE WITH SOAH

At this point the hearing may either be dismissed in accordance with the above Response or set to be heard by an Administrative Law Judge (ALJ) at the State Office of Administrative Hearings (SOAH). Petitioner should notify the Administrative Hearings Section of the Texas Comptroller of Public Accounts (Respondent) if it is ready to dismiss this hearing based on this Response or whether Petitioner wants the hearing referred to SOAH for consideration in a written submission hearing or an oral hearing.

In a written submission hearing, all of the documentation filed by the parties is forwarded for the ALJ's review. The ALJ will prepare a Proposal for Decision with his/her recommendations to the Comptroller on all remaining issues. An oral hearing is a formal hearing in Austin before an ALJ.

Petitioner should contact the undersigned at the e-mail or phone number listed below with its preference as to the type of hearing desired, or with its desire to dismiss this hearing. If Petitioner does not contact the Respondent within **14 days**, the Respondent will either move to dismiss the case or refer it to SOAH for a written submission hearing.

Respectfully submitted,

John D. Bostick
Tax Hearings Attorney
Administrative Hearings
Texas State Bar No. 24027206
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, TX 78711-3528
telephone: 512-463-8537
facsimile: 512-463-4617
John.Bostick@CPA.Texas.gov

AUG. 2, 2018
Date

EXHIBIT A

Pointsmith Point-of-Purchase Management Services.
Katy, TX
TAX ADJUSTMENT SUMMARY

PROPOSED AMENDED

Hong Xu - 07/03/2018
TP#: [redacted]

Exam	Exam Name	Exam Category	State	City	Transit	County	SPD	Combined	Total
200	TAX COLLECTED NOT REMITTED - LOCAL TAX	Sales	0.00	6,942.78	0.00	0.00	0.00	0.00	6,942.78
210	TAX COLLECTED NOT REMITTED - 2013 DUMMY ACCOUNT	Sales	7,588.20	1,214.08	1,214.08	0.00	0.00	0.00	10,016.36
220	TAX COLLECTED NOT REMITTED - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER	Sales	1,718.19	274.96	274.96	0.00	0.00	0.00	2,268.11
225	TCNR - 2010 & 2011 CASH RECEIPT W/O INVOICE NUMBER	Sales	6,940.75	1,110.55	1,110.55	0.00	0.00	0.00	9,161.85
230	ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER	Sales	24,768.22	3,962.96	3,962.96	0.00	0.00	0.00	32,694.14
235	ADDITIONAL TAXABLE SALES - 2010 & 2011 CASH RECEIPT W/O INVOICE NUMBER	Sales	35,295.22	5,647.80	5,647.80	0.00	0.00	0.00	46,590.82
300	ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT	Sales	10,644.62	1,703.15	1,703.15	0.00	0.00	0.00	14,050.92
310	DISALLOWED DEDUCTION - 2013 EXCLUDING DUMMING ACCOUNT	Sales	96,448.78	15,431.88	15,431.88	0.00	0.00	0.00	127,312.54
400	TAXABLE FIXED ASSETS PURCHASES	Purchases	2,846.95	455.51	455.51	0.00	0.00	0.00	3,757.97
500	TAXABLE EXPENSE PURCHASES	Purchases	21,051.80	4,104.75	2,576.66	5.68	45.36	0.00	27,784.25
600	DISALLOWED DEDUCTION-UNKNOWN CUSTOMER PRIOR TO 2013	Sales	248.06	39.72	39.72	0.00	0.00	0.00	327.50
610	DISALLOWED DEDUCTION - PRIOR TO 2013	Sales	186,723.17	29,875.64	29,875.64	0.00	0.00	0.00	246,474.45
700	ADDITIONAL TAXABLE SALES - 2010 TO 2012 FROM MIXED T & NT INVOICES	Sales	10,131.48	1,621.05	1,621.05	0.00	0.00	0.00	13,373.58
800	ADDITIONAL TAXABLE SALES - 2010 TO 2012 FOUND FROM CASH RECEIPT REC, WP	Sales	12,045.37	1,927.26	1,927.26	0.00	0.00	0.00	15,899.89
850	TAX COLLECTED NOT REMITTED - 2010-2012 FOUND FROM CASH RECEIPT REC. WP	Sales	445.12	71.22	71.22	0.00	0.00	0.00	587.56

Pointsmith Point-of-Purchase Management Services.
katy, TX
TAX ADJUSTMENT SUMMARY

PROPOSED AMENDED

Hong Xu - 07/03/2018
TP#: [redacted]

Exam	Exam Name	Exam Category	State	City	Transit	County	SPD	Combined	Total
	Total Tax Adjustment:		$ 416,895.93	$ 74,383.32	$ 65,912.45	$ 5.68	$ 45.36	$ 0.00	$ 557,242.74

Tax on Sales:	525,700.52
Tax on Purchases:	31,542.22
Total Tax Adjustment:	$ 557,242.74

Danielle Ahlrich

From: John Bostick <John.Bostick@cpa.texas.gov>
Sent: Tuesday, August 14, 2018 9:41 AM
To: Danielle Ahlrich
Cc: Jimmy Martens; Claire Galley
Subject: RE: Pointsmith: Response to Pointsmith's Reply to the Position Letter

Danielle,

If this case is referred to SOAH, in the Notice of Hearing I plan to use words similar to the following to describe the AHS position regarding Judge Sulak's January 10, 2018 Final Judgment.

On January 10, 2018, a Travis County District Court issued a final judgment regarding Petitioner's sales and use tax audit liability for the period November 1, 2003 through March 31, 2007. The final judgment is the only document issued by the court for this case other than a December 19, 2017 letter informing the parties that the court denies defendant's plea to the jurisdiction. The final judgment states that in consideration of the evidence, the briefing, the pleadings, arguments of counsel, and [Petitioner's] Amended Motion for Entry of Judgment, the Court orders that the Comptroller pay to Petitioner $72,969.70 that Petitioner had paid under protest. The judgment is based on facts established for that audit period. The judgment contains no analysis of law or conclusions of law. The Comptroller did not appeal the judgment. AHS contends that the court's judgment as to the facts for that prior audit period and a resulting dollar amount of tax for that prior period does not set precedent for application of the law to the facts for the audit period August 1, 2010 through December 31, 2013.

Best regards,

John D. "J.D." Bostick
Tax Hearings Attorney | Administrative Hearings Section | Texas Comptroller of Public Accounts
1700 N. Congress Avenue, Suite 320, Austin, TX 78701 | 512-463-8537 | 1-(800) 531-5441 ext. 3-8537
john.bostick@cpa.texas.gov

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From: Danielle Ahlrich
Sent: Monday, August 6, 2018 4:18 PM
To: John Bostick
Cc: Stacy Noack ; Claire Galley
Subject: Pointsmith: Response to Pointsmith's Reply to the Position Letter

CAUTION: This email originated from outside of the Texas Comptroller's email system.
DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.

Hi J.D.,

EXHIBIT
8

We received the Comptroller's Response to Pointsmith's Reply to the Position Letter, which states that Judge Sulak's Judgment deciding the prior audit period is not a decision on the merits. We've attached for reference Judge Sulak's letter ruling, Pointsmith's Motion for Entry of Judgment, and Judge Sulak's Judgment.

Would you please clarify what the Comptroller's statement means? We understood the taxability of Poinstmith's fulfillment service to be the central issue in the trial on the merits. Does the Comptroller believe that Judge Sulak did not make a determination regarding the taxability of Pointsmith's fulfillment service? If so, could you please explain your understanding of the attached Amended Motion for Judgment and Judge Sulak's Judgment in response to it? Or, does the Comptroller believe that Judge Sulak did not have the authority to determine the taxability of Pointsmith's fulfillment service? Or, is there something else we're not understanding?

We appreciate your attention to this matter and look forward to hearing from you.

Best regards,

Danielle V. Ahlrich
Martens, Todd, Leonard & Ahlrich
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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Danielle Ahlrich

From: Danielle Ahlrich
Sent: Friday, August 17, 2018 8:41 AM
To: John Bostick
Cc: Jimmy Martens; Claire Galley
Subject: RE: Pointsmith: Response to Pointsmith's Reply to the Position Letter
Attachments: July 2018 Tax Adjustment Summary.pdf; May 2018 All exams except 310.pdf; June 2018 Exam 310.pdf; 20180816.Exam 610.xls; 20180816.Exam 310.xlsx

Tracking:

Recipient	Delivery
John Bostick	
Jimmy Martens	Delivered: 8/17/2018 8:41 AM
Claire Galley	Delivered: 8/17/2018 8:41 AM

J.D.,

Pointsmith has been working diligently to conclude the redetermination process so that it may pursue a district court protest suit to resolve the fulfillment issue. To that end, Pointsmith has reviewed the Comptroller's revised exam schedules for the 2010-2013 audit period to identify fulfillment from non-fulfillment transactions so that it may pay only the former under protest.

We believe the following attachments constitute the most current schedules. Please let us know immediately if that is not correct.

- May 2018 Exams 200, 210, 220, 225, 230, 235, 300, 400, 500, 600, 610, 700, 800, 850
- June 2018 Exam 310
- July 2017 Tax Adjustment summary

Although Pointsmith is disappointed to learn that the auditor's repeated references to items not being in contest were not, in fact, agreed concessions by the Comptroller, Pointsmith is ready to move forward with resolution of the fulfillment issue for the second time. Therefore, Pointsmith has reviewed the audit exams that commingle fulfillment with other issues and identified all fulfillment transactions contained within the alleged errors.

Would you (or the auditor) please review the attached worksheets for Exams 310 and 610 and let us know by September 7th if the Comptroller believes that Pointsmith has failed to identify any alleged errors attributable to fulfillment services? Pointsmith has classified the alleged errors by adding columns to the far right of the auditor's schedule. We ask you to perform this review because, as previously discussed, Pointsmith would like to simply pay the tax assessed on non-fulfillment errors directly to the Comptroller and then initiate a protest suit to litigate the tax assessed on its fulfillment service.

Thus, Pointsmith intends to outright pay or to challenge by protest suit the exams as shown below.

Exam	Revised Taxable Amount	Rough Calculation of Tax	Non-Fulfillment Outright Pay	Fulfillment Protest Suit
200	$694,277.16	$6,942.77	$6,942.77	
210	$121,410.77	$10,016.39	$10,016.39	
220	$27,490.97	$2,268.01	$2,268.01	
225	$111,050.47	$9,161.66	$9,161.66	

EXHIBIT 9

	230	$396,286.99	$32,693.68		$32,693.68
	235	$564,714.84	$46,588.97		$46,588.97
	300	$170,314.19	$14,050.92		$14,050.92
	310	$1,543,179.40	$127,312.30	$19,699.64	$107,612.66
	400	$45,551.23	$3,757.98	$3,757.98	
	500	$336,826.38	$27,788.18	$27,788.18	
	600	$3,969.57	$327.49		$327.49
	610	$2,987,567.91	$246,474.35	$7,095.42	$239,378.93
	700	$162,102.95	$13,373.49		$13,373.49
	800	$192,726.21	$15,899.91		$15,899.91
	850	$7,121.66	$587.54	$587.54	
TOTAL		**$7,364,590.70**	**$557,243.64**	**$87,317.58**	**$469,926.06**

*some amounts slightly vary due to rounding

Then, we will follow the jurisdictional steps outlined for us by Jim Arbogast and Jack Hohengarten with respect to concluding the administrative matter to pursue another protest suit in Travis County district court. Given the importance of resolving this taxability dispute on the merits yet again, Pointsmith does not want to invite a jurisdictional fight because it cannot sign the Comptroller's standard Agreement to Dismiss, which we believe could be construed as a settlement agreement due to the Comptroller's prior refusals to modify the standard language and the Administrative Hearings Section's prior references to the document as a settlement agreement. Based on prior correspondence from Jim Arbogast and Jack Hohengarten, we believe the required steps are those stated below. Please let us know immediately if we have misunderstood any of the steps required to conclude the administrative process and proceed to district court.

1. Call a Taxpayer Services and Collections office to determine updated penalty and interest attributable to the tax to be paid under protest.
2. Comply with Texas Tax Code Chapter 112 by paying the portion of the assessment attributable to fulfillment under protest with a protest letter and then initiate suit in Travis County district court within 90 days.
3. The Comptroller will then jointly move with Pointsmith to file a Motion to Dismiss based on Comptroller Rule 1.39(a)(7).

Finally, we ask the Comptroller, again, to reconsider his decision to ignore the district court judgment rendered by Judge Sulak just months ago, which held that Pointsmith's fulfilment service is not taxable. Or, as we've asked on several occasions, please explain to us how the facts of the present case vary from those admitted into evidence in the district court litigation for the 2003-2007 audit period. The Texas Comptroller has audited Pointsmith for every Texas sales and use tax period from the year 2000 forward. Pointsmith has challenged each audit assessment either through the administrative redetermination process or by a district court protest suit – meaning that Pointsmith has been actively litigating against the Comptroller for almost 15 years. Pointsmith won the taxability issue through the district court judgment. Yet, notwithstanding the lack of material change in Pointsmith's business operations and the Comptroller's decision to not appeal the adverse judgment, the Comptroller wants to force re-litigation of the issue at great expense to Pointsmith's financial and employee resources. Submitting this case to an administrative law judge would be a further waste of time, as the Comptroller will simply reject any adverse determination as he's done in other cases where the administrative law judge's recommendations don't align with his lawyers intentions. Therefore, once in district court, Pointsmith will seek all available remedies to offset the burden imposed by the Comptroller's defiance of Judge Sulak's judgment.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH

301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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From: John Bostick [mailto:John.Bostick@cpa.texas.gov]
Sent: Wednesday, August 15, 2018 5:20 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Claire Galley <cgalley@textaxlaw.com>
Subject: RE: Pointsmith: Response to Pointsmith's Reply to the Position Letter

Danielle,

Thank you for sharing your thoughts. Judge Sulak's letter and his final judgment will be part of the record if Hearing No. 113,938 is referred to SOAH. Perhaps an ALJ will agree with your position.

Your client requested a redetermination hearing and I am doing my part to move it to the next stage. If your client would like an oral hearing at SOAH, please reply with suggestions of at least three possible oral hearing dates, Mon - Thu in November or December 2018, but not in Thanksgiving week or during December 24-31.

FYI – I will be out of the office starting about noon on Friday, August 17, returning Tuesday, September 4.

Best regards,

JOHN D. "J.D." BOSTICK
TAX HEARINGS ATTORNEY | ADMINISTRATIVE HEARINGS SECTION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512-463-8537 | 1-(800) 531-5441 ext. 3-8537
john.bostick@cpa.texas.gov

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From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, August 14, 2018 12:39 PM
To: John Bostick <John.Bostick@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Claire Galley <cgalley@textaxlaw.com>
Subject: RE: Pointsmith: Response to Pointsmith's Reply to the Position Letter

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J.D.,

We appreciate the response. However, we don't follow your statement about the underlying facts. Are you saying that the facts pertaining to Pointsmith's fulfillment operations for the present audit period (August 1, 2010 to December 31, 2013) are materially different than they were during the audit period covered by the district court judgment (November 1, 2003 to March 31, 2007)? The Comptroller has audited Pointsmith for Texas sales and use tax for four consecutive audit periods, spanning over 155 months of sales tax reporting, from 2000 through 2013. During these audits, the Comptroller's auditors spent months learning and reviewing Pointsmith's operations and records and were frequently onsite, so they must know that the fulfillment operations have not changed. Or, does the Comptroller have some reason to believe that Pointsmith's fulfillment operations have changed so significantly that the state court decision would not apply to them? If so, we would like to understand what the Comptroller believes to be materially different.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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From: John Bostick [mailto:John.Bostick@cpa.texas.gov]
Sent: Tuesday, August 14, 2018 9:41 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Claire Galley <cgalley@textaxlaw.com>
Subject: RE: Pointsmith: Response to Pointsmith's Reply to the Position Letter

Danielle,

If this case is referred to SOAH, in the Notice of Hearing I plan to use words similar to the following to describe the AHS position regarding Judge Sulak's January 10, 2018 Final Judgment.

On January 10, 2018, a Travis County District Court issued a final judgment regarding Petitioner's sales and use tax audit liability for the period November 1, 2003 through March 31, 2007. The final judgment is the only document issued by the court for this case other than a December 19, 2017 letter informing the parties that the court denies defendant's plea to the jurisdiction. The final judgment states that in consideration of the evidence, the briefing, the pleadings, arguments of counsel, and [Petitioner's] Amended Motion for Entry of Judgment, the Court orders that the Comptroller

pay to Petitioner $72,969.70 that Petitioner had paid under protest. The judgment is based on facts established for that audit period. The judgment contains no analysis of law or conclusions of law. The Comptroller did not appeal the judgment. AHS contends that the court's judgment as to the facts for that prior audit period and a resulting dollar amount of tax for that prior period does not set precedent for application of the law to the facts for the audit period August 1, 2010 through December 31, 2013.

Best regards,

JOHN D. "J.D." BOSTICK
TAX HEARINGS ATTORNEY | ADMINISTRATIVE HEARINGS SECTION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512-463-8537 | 1-(800) 531-5441 ext. 3-8537
john.bostick@cpa.texas.gov

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From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Monday, August 6, 2018 4:18 PM
To: John Bostick <John.Bostick@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Claire Galley <cgalley@textaxlaw.com>
Subject: Pointsmith: Response to Pointsmith's Reply to the Position Letter

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Hi J.D.,

We received the Comptroller's Response to Pointsmith's Reply to the Position Letter, which states that Judge Sulak's Judgment deciding the prior audit period is not a decision on the merits. We've attached for reference Judge Sulak's letter ruling, Pointsmith's Motion for Entry of Judgment, and Judge Sulak's Judgment.

Would you please clarify what the Comptroller's statement means? We understood the taxability of Poinstmith's fulfillment service to be the central issue in the trial on the merits. Does the Comptroller believe that Judge Sulak did not make a determination regarding the taxability of Pointsmith's fulfillment service? If so, could you please explain your understanding of the attached Amended Motion for Judgment and Judge Sulak's Judgment in response to it? Or, does the Comptroller believe that Judge Sulak did not have the authority to determine the taxability of Pointsmith's fulfillment service? Or, is there something else we're not understanding?

We appreciate your attention to this matter and look forward to hearing from you.

Best regards,

Danielle V. Ahlrich
MARTENS, TODD, LEONARD & AHLRICH
301 Congress Avenue, Suite 1950
Austin, Texas 78701
512-542-9898
512-542-9899 fax
E-mail: dahlrich@textaxlaw.com
Web: www.textaxlaw.com

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From: James Arbogast <James.Arbogast@cpa.texas.gov>
Sent: Monday, July 23, 2018 10:15 AM
To: Danielle Ahlrich; Hohengarten, Jack; Jimmy Martens
Cc: Bree Boyett; Kathy Pickup; Andrews, Alison; Hargis, Melissa; Allison Cunningham
Subject: RE: [redacted] dismissal

Danielle,

For various reasons (that to be honest I don't fully understand), if I requested a Statement of Account in this situation, something would almost surely go wrong with the interest calculation – in short it would be a "dummy" statement because it would not be connected to a recognized system action on the account such as the issuance of a Comptroller's Decision or the execution of a resolution agreement, and thus would not hold interest accumulating or provide a payment date the system recognized.

I cut and paste this from an email below, which I believe will work best for you in this situation:

To answer your question as to how much interest to pay, you can just call a Taxpayer Services and Collections field office. You can find them here: https://comptroller.texas.gov/about/contact/locations.php They'll look up the account, tell you how much it is including current interest, and answer any questions about how to pay timely based on their quote and make sure it gets applied to the right account. That's their jobs, telling taxpayers how much they need to fully pay off a particular liability and making it convenient to do so.

If for some reason you are having trouble with that process, let me know and maybe we can figure something else out.

Thanks,

JAMES D. ARBOGAST

CHIEF COUNSEL FOR HEARINGS AND TAX LITIGATION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512.463.8473 | JAMES.ARBOGAST@CPA.TEXAS.GOV

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From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Thursday, July 19, 2018 4:22 PM
To: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>; Stacy Noack <jmartens@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: [redacted]

EXHIBIT
10

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Thank you for the clarification, Jack. We will discuss this information with our client and determine next steps.

Mr. Arbogast, would you please request the issuance of a Statement of Account for both the 2009-2012 and 2013-2016 audit periods?

Best regards,
Danielle Ahlrich

From: Hohengarten, Jack [mailto:Jack.Hohengarten@oag.texas.gov]
Sent: Thursday, July 19, 2018 10:02 AM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>; Jimmy Martens <JMartens@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: [redacted]

Danielle,

In addition to my email below, I can confirm the following. If the taxpayer timely pays under protest and complies with Chapter 112's other requirements for filing suit, and if the parties to the administrative hearing file a joint motion to dismiss the hearing as duplicative of pending litigation under Rule 1.39(a)(7), that procedure would not give rise to any jurisdictional issues which would prejudice that taxpayer. Accordingly, we can confirm that this office will not use [redacted]'s filing suit in accordance with Chapter 112, and the parties' jointly moving for dismissal under Rule 1.39(a)(7), as a basis for challenging jurisdiction in [redacted]'s protest suit or with respect to any ground in that suit.

Hope this does the trick.

Jack Hohengarten
Tax Division Chief
Attorney General of Texas
P.O. Box 12548, MC 029
Austin, Texas 78711-2548
Telephone: (512) 475-3503
Fax: (512) 478-4013
jack.hohengarten@oag.texas.gov

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From: Danielle Ahlrich [mailto:dahlrich@textaxlaw.com]
Sent: Monday, July 16, 2018 6:22 PM
To: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>; Jimmy Martens <JMartens@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa

<Melissa.Hargis@oag.texas.gov>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: [redacted] dismissal

Hi Jack,

We appreciate your email, and we don't want to unnecessarily split hairs. But, we don't read you and Jim Arbogast to be saying the same thing with respect to what document we need to sign to dismiss the administrative hearings after filing the protest suit. Jim indicated that we would file an Joint Motion to Dismiss based upon Rule 1.39(a)(7). However, we read your email to state that we would need to sign the attached Agreements to Dismiss (which make no mention of other pending litigation and still present the jurisdictional concerns that we voiced from the beginning), and the OAG would take no jurisdictional issue with them.

Does the OAG agree with the Comptroller that no plea to the jurisdiction will be filed by dismissing the administrative hearings by a Joint Motion to Dismiss based upon Rule 1.39(a)(7). If not, does the OAG agree that the Agreement to Dismiss as attached to this email will not impact [redacted]'s ability to continue to litigate the issues that were contested during the period in which the administrative redeterminations were pending before the Comptroller?

We appreciate you working with us on this issue and look forward to hearing from you.

Best regards,
Danielle Ahlrich

From: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>
Sent: Thursday, July 12, 2018 2:39 PM
To: Jimmy Martens <JMartens@textaxlaw.com>; Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: James Arbogast <James.Arbogast@cpa.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>
Subject: [redacted] dismissal

Jim and Danielle:

We agree with Jim Arbogast's understanding (set out below). That is, when the final statement of account is generated, if the taxpayer timely pays that amount under protest and complies with Chapter 112's other requirements for filing suit, use of the attached Agreement to Dismiss and Cancel Hearing does give rise to any jurisdictional issues which could prejudice that taxpayer. Accordingly, we can confirm that this office will not use the attached form agreement as a basis for challenging jurisdiction in [redacted]'s protest suit or with respect to any ground in its suit.

Jack Hohengarten
Tax Division Chief
Attorney General of Texas
P.O. Box 12548, MC 029
Austin, Texas 78711-2548
Telephone: (512) 475-3503
Fax: (512) 478-4013
jack.hohengarten@oag.texas.gov

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From: James Arbogast [mailto:James.Arbogast@cpa.texas.gov]
Sent: Wednesday, July 11, 2018 4:15 PM
To: Hohengarten, Jack <Jack.Hohengarten@oag.texas.gov>; Andrews, Alison <Alison.Andrews@oag.texas.gov>
Cc: Kathy Pickup <Kathy.Pickup@cpa.texas.gov>; Hargis, Melissa <Melissa.Hargis@oag.texas.gov>; Bree Boyett <Bree.Boyett@cpa.texas.gov>
Subject: FW: [redacted]

Jack and Ali,

Below is an inquiry relating to a couple of hearings involving a client of Danielle Ahlrich and Jimmy Martens. They want to dismiss the pending hearings, pay the full liabilities under protest, and file a tax suit pursuant to Chapter 112.

This is not an uncommon request, and usual practice to allow a taxpayer with a pending redetermination hearing to proceed directly to court is to execute with the taxpayer an Agreement to Dismiss and Cancel Hearing. Our understanding at the Comptroller is that, when the final statement of account is generated, if the taxpayer timely pays that amount under protest and otherwise complies with the Chapter 112 requirements to file suit, use of this Agreement to Dismiss and Cancel Hearing has not raised (and in my opinion could not raise) any jurisdictional issues which could prejudice a taxpayer.

However, Danielle and Jimmy have not agreed to sign our standard forms (attached), raising concerns that they are somehow prejudicing their client or inviting jurisdictional challenges to the lawsuits they want to file if the cases are dismissed using these agreements. I do not think those concerns are valid, but another means to accomplish the same thing has been discussed.

Instead of dismissing the hearings before filing suit, Danielle and Jimmy are inquiring whether it is possible to determine the full liability of these matters, pay the full liability under protest, and then timely file the lawsuits in compliance with Chapter 112 while the hearings are still pending. My response on behalf of the Comptroller is that there is nothing preventing a taxpayer from doing that, and I cannot see how that would raise a jurisdictional issue in the litigation. If they were to fully pay the liability under protest and otherwise properly file a lawsuit, we would just seek a motion to dismiss the hearings as duplicative of pending litigation. Our procedural Rule 1.39(a)(7) was recently added not too long ago to make clear that the grounds of a motion to dismiss to the Comptroller include "a taxpayer's claims for the same tax and the same period are pending in a court," which to me makes clear the Comptroller's position is that the hearing, and not the litigation, loses jurisdiction when the taxpayer is in both administrative hearings and court.

As you can see below, they are seeking assurance that this second method will not cause jurisdictional issues in the litigation, or otherwise prejudice their client, in terms of how the Office of Attorney General would respond to this situation. Do you see any jurisdictional issues, and if not is there some assurance you can provide?

Also, can you provide assurance that simply signing the Agreements to Dismiss and Cancel will also create no jurisdictional issues or otherwise prejudice their client in litigation? I still would much prefer they agree to go that route, as it will get to the exact same result, but much sooner and without having to needlessly bother our busy Deputy Comptroller with a motion to dismiss he doesn't have to deal with.

If you are comfortable doing so, you may respond directly to Jimmy and Danielle with any comments on this situation, but please keep me in the loop.

Thanks,

JAMES D. ARBOGAST

CHIEF COUNSEL FOR HEARINGS AND TAX LITIGATION | TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
1700 N. CONGRESS AVENUE, SUITE 320, AUSTIN, TX 78701 | 512.463.8473 | JAMES.ARBOGAST@CPA.TEXAS.GOV

From: Jimmy Martens <JMartens@textaxlaw.com>
Sent: Wednesday, July 4, 2018 11:37 AM
To: James Arbogast <James.Arbogast@cpa.texas.gov>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Cc: Danielle Ahlrich <dahlrich@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: RE: [redacted]

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Hi Jim & Kathy,

We do ask that the Comptroller confirm with the OAG that it will not challenge jurisdiction if [redacted] calculates and pays the audit assessment under protest and pursues a protest suit in the state courts. Or, alternatively amend your agreement form in the manner we requested earlier. Otherwise, we believe that the Comptroller's hearings attorneys and directors may spend significantly more time responding to discovery requests, testifying in depositions and appearing to give testimony in state court when the attorney general's office uses the agreement as a basis to defeat jurisdiction, in full or in part.

Please understand that our resistance to signing the Comptroller's form agreement is for the sole purpose of avoiding the high cost of jurisdictional contests at the state court level. As you may know, the attorney general's office files & pursues pleas to jurisdiction in virtually every tax case, regardless of whether such pleas are appropriate or not. The fees incurred by our clients (and other taxpayers) to defend the pleas in district court and in the ensuing interlocutory appeals often equal or exceed the fees for trying the case on the merits itself.

At this point, in order to undertake state tax litigation in the state courts, the taxpayer must be a large business entity with significant available resources to undertake two separate lawsuits and two separate appeals in each tax case (one for jurisdiction and another for the merits). As a result, smaller and mid-sized, but solvent businesses without substantial discretionary resources cannot afford the litigation. Moreover, it's currently impossible for insolvent businesses to gain judicial relief.

We believe there are several strategic arguments that the attorney general's office can, and would likely make under the Comptroller's agreement, in order to attempt to defeat jurisdiction in whole or in part. For obvious reasons, we won't discuss them here. We, like you, believe all of this is unnecessary since all the Comptroller would have to do is amend its agreement form as we previously requested.

However, in the absence of doing so, we request that you inform the attorney general's office that the Comptroller has no jurisdictional complaint if, at this point in the administrative hearings process, [redacted] pays under protest, the assessed audit taxes plus accrued interest and pursues its protest suit in state court and further confirms with the attorney

general's office, that they will not use the Comptroller's form agreement as a basis for challenging the jurisdiction of [redacted]'s protest suit nor any ground raised by [redacted] in its protest suit.

With respect to your request that we sign a Joint Motion to Dismiss, we would agree if the motion and order clearly state that the basis for dismissal is for the purpose of allowing the taxpayer to pursue a protest suit in state courts. This has been our practice in the past.

We greatly appreciate your attention to this matter and look forward to hearing from you.

Thanks,
Jimmy

From: James Arbogast [mailto:James.Arbogast@cpa.texas.gov]
Sent: Tuesday, July 03, 2018 7:24 PM
To: Danielle Ahlrich <dahlrich@textaxlaw.com>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Subject: RE: [redacted]

Danielle,

The Comptroller would not have any problem if you did this. Just to be absolutely sure, I am going to confirm with OAG that they don't have an issue with it. I cannot imagine they will have a problem if CPA is good with it, especially if we confirmed that to you like I'm doing here, but it's best to check first. I'll let you know when they get back to me.

To answer your question as to how much interest to pay, you can just call a Taxpayer Services and Collections field office. You can find them here: https://comptroller.texas.gov/about/contact/locations.php They'll look up the account, tell you how much it is including current interest, and answer any questions about how to pay timely based on their quote and make sure it gets applied to the right account. That's their jobs, telling taxpayers how much they need to fully pay off a particular liability and making it convenient to do so.

Also, if we do this, the motion to dismiss is best if it's a joint motion to dismiss (or an unopposed motion to dismiss with an explanatory certificate of conference stating the other side is OK with it), as Special Counsel will get right on it upon receipt instead of waiting for the other party to indicate whether they oppose or agree to it. (Hopefully the text of a simple Rule 1.39 joint motion to dismiss based on pending litigation will not cause any issues for either party so agreeing to the language will be easy.) I'm not sure how long it would take before Mike Reissig actually signs it, but he gets a stack of orders and decisions to sign every week or two I expect.

I'll get back when I confirm OAG won't file a plea to the jurisdiction or anything if this is what you want to do; 99% sure they won't but I'll check.

I want to note that I believe all this is entirely unnecessary -- simply signing our standard agreement to dismiss will get you exactly where you will be if we do the above, without me talking to OAG, you having to contact Taxpayer Services, and later both of us and Mike Reissig burdened with preparing and granting a motion to dismiss -- but we can do it if it's really the way you prefer to go.

Thanks,

Jim

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comptroller.texas.gov

Comptroller personnel are available to assist the public at our main office in Austin as well as field offices throughout the state.

From: Danielle Ahlrich <dahlrich@textaxlaw.com>
Sent: Tuesday, July 3, 2018 12:35 PM
To: James Arbogast <James.Arbogast@cpa.texas.gov>
Cc: Stacy Noack <jmartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>; Kathy Pickup <Kathy.Pickup@cpa.texas.gov>
Subject: [redacted]

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Mr. Arbogast,

Since Ms. Pickup is out for another week, would you please assist us with our questions below? We can't decide on a proper course of action until we know the Comptroller's policy on the issues raised in AHS' pleading, which we've attached for your reference.

Best regards,

Danielle Ahlrich

From: Danielle Ahlrich
Sent: Tuesday, July 03, 2018 12:00 PM
To: Kathy Pickup (Kathy.Pickup@cpa.texas.gov) <Kathy.Pickup@cpa.texas.gov>
Cc: Jimmy Martens <JMartens@textaxlaw.com>; Allison Cunningham <acunningham@textaxlaw.com>
Subject: [redacted]

Hi Kathy,

We're writing to obtain clarity regarding the statement in footnote 4 of the Administrative Hearings Section's response to [redacted]'s Motion to Dismiss (attached). We believe that footnote no. 4 can be read to mean that a taxpayer may file suit in district court instead of signing an Agreement to Dismiss, and thereafter seek dismissal of the pending administrative action without an agreement. Have we interpreted footnote 4 to correctly state the Comptroller's policy regarding protest suit jurisdiction?

We understood that Comptroller Rule 1.39(a)(7) applied only to those instances where the taxpayer already had a suit pending in state district court for the same period and tax. In that instance, the provision allows for the dismissal of the administrative action. For example, if a taxpayer challenged an assessment by filing a protest suit but then subsequently filed an administrative refund claim for the same tax and period, dismissal of the administrative refund claim would be proper because the matter is already pending in district court.

Instead, is it the Comptroller's policy that a taxpayer who has a pending administrative redetermination with no lawsuits filed in state district court may pay the assessment under protest, initiate a protest suit in district court, and then move under Rule 1.39 to dismiss the administrative redetermination? If so, what is the Comptroller's policy on how the taxpayer should calculate the interest currently due on the tax assessment amount? Is it the Comptroller's policy that a taxpayer may make its own calculation and pay it under protest prior to the issuance of a revised Comptroller's Statement of Account? Still further, if [redacted] were to pursue this course of action, would the Comptroller grant a unilateral motion to dismiss or would the taxpayer have to wait for AHS to file the motion?

We appreciate your attention to this matter as we work to determine the best method for concluding the administrative redetermination following the Comptroller's denial of [redacted]'s Motion to Dismiss.

Best regards,

Danielle V. Ahlrich

MARTENS, TODD, LEONARD & AHLRICH

301 Congress Avenue, Suite 1950

Austin, Texas 78701

512-542-9898

512-542-9899 fax

E-mail: dahlrich@textaxlaw.com

Web: www.textaxlaw.com

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GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

November 17, 2015

Bob Whatley
Chief Financial Officer
Pointsmith Point-of-Purchase Management Services, LP
21202 Park Row Dr.
Katy, TX 77449-5384

RE: Taxpayer Number [redacted]

Dear Mr. Whatley:

Our audit, conducted in accordance with the State and Local Sales and Use Tax Statutes as administered by the Comptroller, is complete. The audit covered the period August 1, 2010 through December 31, 2013 and resulted in an adjustment in the amount shown on the attached Texas Notification of Audit Results. We have included a pre-addressed envelope for your payment convenience. For an explanation of the interest calculations, contact Audit Headquarters - Audit Processing Section at (800) 531-5441, ext. 3-4479.

After a careful examination of your account, we have denied waiver of penalty and interest. If you disagree with our decision, you may request a redetermination hearing.

Audit adjustments are explained on the enclosed Audit Report.

At the exit conference, you disagreed with the audit results. You were provided with the brochure "Contesting Disagreed Audits" (Form 96-1253) and advised of your right to meet with an Independent Audit Reviewer (IAR). You declined the offer. You were also advised of the requirements necessary to initiate a formal redetermination hearing.

If you have any questions, please contact me in the Houston West Audit Office at (281) 371-5500. Thank you for your cooperation during the audit.

Hong Xu
Auditor

cc: Mr. Todd Filo
Consultant
State Tax Advisors, LP
1308 Kingwood Dr., #102
Kingwood, TX 77339

EXHIBIT
11

00-240
TEXAS NOTIFICATION OF AUDIT RESULTS
(TEX.TAX CODE ANN.SEC.111.008)

STATEMENT DATE
November 17, 2015

Taxpayer Name
POINTSMITH POINT-OF-PURCHASE MANAGEMEN

Taxpayer Number
[redacted]

Type of TAX
LIMITED SALES, EXCISE AND USE TAX

Audit Period
08-01-2010 thru 12-31-2013

	STATE	LOCAL	TOTAL
TAX	$ 689,785.00	$ 241,347.48	$ 931,132.48
PENALTY	70,393.39	24,629.80	95,023.19
INTEREST THRU STATEMENT DATE	96,718.87	33,840.77	130,559.64
AMOUNT DUE AS OF STATEMENT DATE	$ 856,897.26	$ 299,818.05	$ 1,156,715.31

IF PAID AFTER 11-17-2015, ADD INTEREST OF $ 108.42 PER DAY THROUGH DATE OF PAYMENT.* (SEE INTEREST RATE NOTE ON BACK.)

IF PAID AFTER 12-28-2015, ADD AN ADDITIONAL 10% PENALTY OF $ 93,113.25.
(TEX. TAX CODE ANN.SEC. 111.0081).

THIS NOTIFICATION BECOMES FINAL ON 12-17-2015, unless you request a redetermination hearing by this date. If a hearing is not requested, this determination becomes final on 12-17-2015, and it is due and payable on 12-28-2015. YOUR TAXPAYER RIGHTS ARE ON THE BACK.

The results of this audit do not rescind or replace any previous notices you may have received regarding outstanding balances. You are liable for any amounts still due.
The results of this audit should not be taken as approval of your tax reporting system. Law changes and new rulings might result in different findings in future audits and you will be responsible for any taxes found owing and due.

For payment information call 1-800-531-5441, ext. 3-3900 toll-free nationwide, or call 512/463-3900.

Make your check payable to STATE COMPTROLLER and mail to Comptroller of Public Accounts 111 E. 17th Street, Austin, Texas 78774-0100.

(Cut and Return Bottom Portion with Payment)

00-240
TEXAS NOTIFICATION OF AUDIT RESULTS
(TEX.TAX CODE ANN.SEC.111.008)

STATEMENT DATE
November 17, 2015

Amount of Your Payment

Taxpayer Name & Mailing Address

POINTSMITH POINT-OF-PURCHASE MANAGEMEN
21202 PARK ROW DR
KATY, TX 77449-5384

*PMD _____

*Tcode	*Taxpayer Number	*Period	*Audit	*State Amount	*Local Amount
26040	[redacted]	1312	001	856897.26	299818.05

00-240

TAXPAYER RIGHTS SUMMARY

If you disagree with the audit results, you may request a redetermination hearing. Your request must be postmarked by 12-17-2015.

If you request a redetermination hearing, you are not required to pay the assessment at that time, but if you request a redetermination hearing without making payment, interest will continue to accrue on the tax ultimately determined to be owed to the state. Any payments, full or partial, will stop or reduce the accrual of interest.

If a hearing is not requested, this determination becomes final on 12-17-2015, and it is due and payable on 12-28-2015.

Hearing requests must include a Statement of Grounds that describes, in detail, the reasons you believe the determination is incorrect. Your statement should describe, as clearly as possible, the facts and the provisions of the tax laws and Comptroller rules upon which you are relying. All hearing requests should be in writing and sent to the Audit Processing section of the Audit Division at Comptroller of Public Accounts, 111 E. 17th Street, Austin, Texas 78774-0100.

If you do not request a hearing or pay the amount due, several collection actions may be initiated. These actions include, but are not limited to, filing of tax liens; filing legal suit for injunction and/or judgment; revocation or suspension of any permit, license, or certificate issued by the Comptroller; withholding of state-issued warrants; forfeiting of posted bond or security; requiring new or additional bond or security; freezing of assets; and seizure and sale of properties.

The Comptroller wants to give all taxpayers full consideration in each case. There is more information in our brochures, "Contesting Disagreed Audits" and "The Rules of Practice and Procedure"**. You can obtain them at our local offices, or call 1-800-531-5441, ext. 3-3900 toll-free nationwide, or call 512/463-3900.

* Per annum interest rates are subject to change on January 1st of each year. For interest information, refer to Publication 98-304, or call 1-877-447-2834, or go to http://www.window.state.tx.us/taxinfo/int_rate.html.

Pointsmith Point-of-Purchase Management Services, LP
Katy, TX
Taxpayer Number [redacted]

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Pointsmith Point-of-Purchase Management Services, LP
Katy, TX
Taxpayer Number [redacted]

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AUDIT REPORT

Pointsmith Point-of-Purchase Management Services, LP
Taxpayer Number [redacted]
August 1, 2010 through December 31, 2013

This report summarizes the adjustments made in the audit.

1. A detailed examination was completed for Exams 100, 230 and 300. Adjustments were made for additional taxable sales.

2. A detailed examination was completed for Exams 200 through 220. Adjustments were made for taxes or fees collected but not reported.

3. A detailed examination was completed for Exams 310 and 600 through 610. Adjustments were made for disallowed deductions.

4. A detailed examination was completed for Exam 400. Adjustments were made for taxable purchases of assets.

5. A detailed examination was completed for Exam 500. Adjustments were made for taxable purchases of expenses.

STATE OF TEXAS
COMPTROLLER OF PUBLIC ACCOUNTS
ADJUSTMENT REPORT

TAX TYPE: SALES AND USE TAX

TAXPAYER NAME: POINTSMITH POINT-OF-PURCHASE MANAGEMEN
ADDRESS: 21202 PARK ROW DR
KATY, TX 77449-5384

TAXPAYER NUMBER: [redacted]
CALCULATION DATE: 11-10-2015
PERIODS: 1008 THRU 1312

FILING PERIOD	TAX	PENALTY	INT/CR.INT	CR. ADJUST: APPLIED/ TRANSFERRED	ADJUSTED TAX	ADJUSTED PENALTY	ADJUSTED INT/CR.INT	BALANCE DUE
1008	67,942.85	6,794.28	10,984.22	19,100.04CR	48,842.81	6,794.28	10,984.22	66,621.31
1009	20,687.82	2,068.78	4,299.85	.00	20,687.82	2,068.78	4,299.85	27,056.45
1010	9,020.80	902.08	1,841.31	.00	9,020.80	902.08	1,841.31	11,764.19
1011	13,575.16	1,357.52	2,726.68	.00	13,575.16	1,357.52	2,726.68	17,659.36
1012	17,255.81	1,725.58	3,403.68	.00	17,255.81	1,725.58	3,403.68	22,385.07
1101	8,598.55CR	.00	.00	8,598.55	.00	.00	.00	.00
1102	29,131.61	2,913.16	5,542.64	.00	29,131.61	2,913.16	5,542.64	37,587.41
1103	8,475.45	847.54	1,581.96	.00	8,475.45	847.54	1,581.96	10,904.95
1104	13,611.15	1,361.11	2,494.59	.00	13,611.15	1,361.11	2,494.59	17,466.85
1105	27,710.52	2,771.05	4,978.64	.00	27,710.52	2,771.05	4,978.64	35,460.21
1106	16,093.85	1,609.38	2,833.43	.00	16,093.85	1,609.38	2,833.43	20,536.66
1107	25,325.10	2,532.51	4,364.28	.00	25,325.10	2,532.51	4,364.28	32,221.89
1108	18,828.44	1,882.84	3,176.75	.00	18,828.44	1,882.84	3,176.75	23,888.03
1109	20,050.41	2,005.04	3,317.55	.00	20,050.41	2,005.04	3,317.55	25,373.00
1110	20,851.27	2,085.13	3,372.50	.00	20,851.27	2,085.13	3,372.50	26,308.90
1111	17,489.29	1,748.93	2,763.74	.00	17,489.29	1,748.93	2,763.74	22,001.96
1112	22,239.40	2,223.94	3,442.07	.00	22,239.40	2,223.94	3,442.07	27,905.41
1201	10,501.49CR	.00	.00	10,501.49	.00	.00	.00	.00
1202	37,942.08	3,794.21	5,599.27	.00	37,942.08	3,794.21	5,599.27	47,335.56
1203	5,900.51	590.05	850.89	.00	5,900.51	590.05	850.89	7,341.45
1204	45,131.92	4,513.19	6,345.86	.00	45,131.92	4,513.19	6,345.86	55,990.97
1205	27,447.87	2,744.79	3,760.56	.00	27,447.87	2,744.79	3,760.56	33,953.22
1206	41,628.63	4,162.86	5,563.24	.00	41,628.63	4,162.86	5,563.24	51,354.73
1207	31,751.37	3,175.14	4,128.95	.00	31,751.37	3,175.14	4,128.95	39,055.46
1208	15,639.15	1,563.91	1,977.42	.00	15,639.15	1,563.91	1,977.42	19,180.48
1209	49,216.60	4,921.66	6,040.09	.00	49,216.60	4,921.66	6,040.09	60,178.35
1210	69,978.05	6,997.80	8,327.50	.00	69,978.05	6,997.80	8,327.50	85,303.35
1211	18,645.29	1,864.53	2,158.03	.00	18,645.29	1,864.53	2,158.03	22,667.85
1212	51,654.71	5,165.47	5,774.09	.00	51,654.71	5,165.47	5,774.09	62,594.27
1301	11,961.91	1,196.19	1,298.13	.00	11,961.91	1,196.19	1,298.13	14,456.23
1302	17,200.30	1,720.03	1,810.53	.00	17,200.30	1,720.03	1,810.53	20,730.86
1303	15,074.04	1,507.40	1,530.55	.00	15,074.04	1,507.40	1,530.55	18,111.99
1304	16,685.55	1,668.55	1,639.78	.00	16,685.55	1,668.55	1,639.78	19,993.88
1305	12,897.35	1,289.73	1,220.94	.00	12,897.35	1,289.73	1,220.94	15,408.02
1306	9,150.95	915.09	832.18	.00	9,150.95	915.09	832.18	10,898.22
1307	17,916.23	1,791.62	1,564.62	.00	17,916.23	1,791.62	1,564.62	21,272.47
1308	37,422.10	3,742.21	3,141.71	.00	37,422.10	3,742.21	3,141.71	44,306.02
1309*	16,002.05	1,600.20	1,285.66	.00	16,002.05	1,600.20	1,285.66	18,887.91
1310	12,071.51	1,207.15	924.89	.00	12,071.51	1,207.15	924.89	14,203.55

STATE OF TEXAS
COMPTROLLER OF PUBLIC ACCOUNTS
ADJUSTMENT REPORT

TAX TYPE: SALES AND USE TAX

TAXPAYER NAME: POINTSMITH POINT-OF-PURCHASE MANAGEMEN
ADDRESS: 21202 PARK ROW DR
KATY, TX 77449-5384

TAXPAYER NUMBER: [redacted]
CALCULATION DATE: 11-10-2015
PERIODS: 1008 THRU 1312

FILING PERIOD	TAX	PENALTY	INT/CR INT	CR. ADJUST: APPLIED/ TRANSFERRED	ADJUSTED TAX	ADJUSTED PENALTY	ADJUSTED INT/CR.INT	BALANCE DUE
1311	20,856.10	2,085.61	1,529.95	.00	20,856.10	2,085.61	1,529.95	24,471.66
1312	19,769.32	1,976.93	1,371.96	.00	19,769.32	1,976.93	1,371.96	23,118.21
TOTAL	931,132.48	95,023.19	129,800.69	.00	931,132.48	95,023.19	129,800.69	1,155,956.36

ADDITIONAL INTEREST OF 108.421066 PER DAY ACCRUES ON A TAX BALANCE OF $ 931,132.48 FROM 11-11-2015 THRU PAYMENT DATE

AMOUNT ACCRUING INTEREST AT VARIABLE RATE IS 931,132.48.*

* PER ANNUM INTEREST RATES ARE SUBJECT TO CHANGE ON JANUARY 1ST OF EACH YEAR. FOR INTEREST INFORMATION, REFER TO PUBLICATION 98-304, OR CALL 1-877-447-2834, OR GO TO HTTP://WWW.WINDOW.STATE.TX.US/TAXINFO/INT_RATE.HTML

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
TAX ADJUSTMENT SUMMARY

Hong Xu - 09/08/2015
TP#: [redacted]

Exam	Exam Name	Exam Category	State	City	Transit	County	SPD	Combined	Total
100	ADDITIONAL TAXABLE SALES	Sales	266,884.65	42,701.56	42,701.56	0.00	0.00	0.00	352,287.77
200	TAX COLLECTED NOT REMITTED - LOCAL TAX	Sales	0.00	21,036.23	0.00	0.00	0.00	0.00	21,036.23
210	TAX COLLECTED NOT REMITTED - 2013 DUMMY ACCOUNT	Sales	7,807.18	1,043.67	1,043.67	0.00	0.00	0.00	9,894.52
220	TAX COLLECTED NOT REMITTED - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER	Sales	2,459.61	393.62	393.62	0.00	0.00	0.00	3,246.85
230	ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER	Sales	24,803.32	3,968.58	3,968.58	0.00	0.00	0.00	32,740.48
300	ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT	Sales	15,088.74	2,414.21	2,414.21	0.00	0.00	0.00	19,917.16
310	DISALLOWED DEDUCTION - 2013 EXCLUDING DUMMING ACCOUNT	Sales	124,837.48	19,974.06	19,974.06	0.00	0.00	0.00	164,785.60
400	TAXALBE FIXED ASSETS PURCHASES	Purchases	2,846.95	455.51	455.51	0.00	0.00	0.00	3,757.97
500	TAXABLE EXPENSE PURCHASES	Purchases	24,685.08	4,687.97	3,143.41	12.99	45.36	0.00	32,574.81
600	DISALLOWED DEDUCTION - UNKNOWN CUSTOMER PRIOR TO 2013	Sales	12,918.86	2,067.10	2,067.10	0.00	0.00	0.00	17,053.06
610	DISALLOWED DEDUCTION - PRIOR TO 2013	Sales	207,453.13	33,192.45	33,192.45	0.00	0.00	0.00	273,838.03
	Total Tax Adjustment:		**$ 689,785.00**	**$ 131,934.96**	**$ 109,354.17**	**$ 12.99**	**$ 45.36**	**$ 0.00**	**$ 931,132.48**

Tax on Sales:	894,799.70
Tax on Purchases:	36,332.78
Total Tax Adjustment:	**$ 931,132.48**

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/04/2015
TP#: [redacted]

EXAM: 100 ADDITIONAL TAXABLE SALES

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	4,270,154.28	0.06250	266,884.65
TOTAL AUTHORITY: STATE			$ 266,884.65
CITY			
0.0100000	4,270,154.28	0.01000	42,701.56
TOTAL AUTHORITY: CITY			$ 42,701.56
TRANSIT			
0.0100000	4,270,154.28	0.01000	42,701.56
TOTAL AUTHORITY: TRANSIT			$ 42,701.56
		TOTAL TAX ON EXAM 100	**$ 352,287.77**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 100 ADDITIONAL TAXABLE SALES

Hong Xu - 09/04/2015
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2534	POINTSMITH	HOUSTON	EXAM 100A			393,307.73	32,447.89	08/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2535	POINTSMITH	HOUSTON	EXAM 100A			84,999.91	7,012.49	09/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2536	POINTSMITH	HOUSTON	EXAM 100A			-22,716.32	-1,874.10	10/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2537	POINTSMITH	HOUSTON	EXAM 100A			-8,331.32	-687.33	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2538	POINTSMITH	HOUSTON	EXAM 100A			123,260.72	10,169.01	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2539	POINTSMITH	HOUSTON	EXAM 100A			-235,471.73	-19,426.42	01/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2540	POINTSMITH	HOUSTON	EXAM 100A			311,435.70	25,693.45	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2541	POINTSMITH	HOUSTON	EXAM 100A			-44,817.47	-3,697.44	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2542	POINTSMITH	HOUSTON	EXAM 100A			93,464.84	7,710.85	04/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2543	POINTSMITH	HOUSTON	EXAM 100A			133,713.97	11,031.40	05/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2544	POINTSMITH	HOUSTON	EXAM 100A			98,029.84	8,087.46	06/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2545	POINTSMITH	HOUSTON	EXAM 100A			149,030.12	12,294.98	07/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2546	POINTSMITH	HOUSTON	EXAM 100A			76,830.49	6,338.52	08/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2547	POINTSMITH	HOUSTON	EXAM 100A			123,718.98	10,206.82	09/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2548	POINTSMITH	HOUSTON	EXAM 100A			164,886.67	13,603.15	10/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2549	POINTSMITH	HOUSTON	EXAM 100A			67,655.43	5,581.57	11/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2550	POINTSMITH	HOUSTON	EXAM 100A			182,734.78	15,075.62	12/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2551	POINTSMITH	HOUSTON	EXAM 100A			-253,246.43	-20,892.83	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2552	POINTSMITH	HOUSTON	EXAM 100A			303,267.11	25,019.54	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2553	POINTSMITH	HOUSTON	EXAM 100A			-115,662.26	-9,542.14	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2554	POINTSMITH	HOUSTON	EXAM 100A			407,919.33	33,653.34	04/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2555	POINTSMITH	HOUSTON	EXAM 100A			127,488.86	10,517.83	05/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2556	POINTSMITH	HOUSTON	EXAM 100A			327,512.21	27,019.76	06/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2557	POINTSMITH	HOUSTON	EXAM 100A			257,624.56	21,254.03	07/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2558	POINTSMITH	HOUSTON	EXAM 100A			19,146.80	1,579.61	08/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2559	POINTSMITH	HOUSTON	EXAM 100A			423,246.21	34,917.81	09/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2560	POINTSMITH	HOUSTON	EXAM 100A			625,815.31	51,629.76	10/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2561	POINTSMITH	HOUSTON	EXAM 100A			67,857.48	5,598.24	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2562	POINTSMITH	HOUSTON	EXAM 100A			387,452.76	31,964.85	12/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$4,270,154.28	$352,287.72	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

Pointsmith Point-of-Purchases Management Services
Houston, TX
Gross Sales Reconciliation

Exam 100A
TP# [redacted]
Page 1 of 1

HX
09/02/2015
Exam 100A GS reconciliation.xlsx

Periods From	(A) Cash Basis Receipts Per bank statements	(B) Sales Tax Per Return	(C) Audited Gross Sales (C) = (A) - (B)	(D) Gross Sales Per Return	(E) Adjustment Per TP workpaper	(F) Cash Receipts without invoice # Footnote (3)	(G) Additional Taxable Sales (G) = (C) - (D-E) - (F)	(H) Footnotes
1008	$ 3,989,487 84	$ 161,800 11	$ 3,827,687 73	$ 3,434,380 00	-	$ -	$ 393,307 73	(1)
1009	4,291,025 62	271,118 71	4,019,906.91	3,934,907.00	-	-	84,999 91	
1010	2,909,799.50	170,868 82	2,738,930 68	2,761,647 00	-	-	(22,716 32)	
1011	3,215,168 29	201,163 61	3,014,004 68	3,022,336 00	-	-	(8,331 32)	
1012	3,013,202 84	187,896.12	2,825,306.72	2,702,046 00	-	-	123,260 72	
1101	4,180,695 93	221,530 66	3,959,165 27	4,194,637 00	-	-	(235,471 73)	
1102	1,697,450 10	68,507 40	1,628,942 70	1,317,507.00	-	-	311,435 70	
1103	1,741,946 24	108,689.71	1,633,256 53	1,678,074 00	-	-	(44,817.47)	
1104	1,976,870 89	94,702 05	1,882,168 84	1,788,704.00	-	-	93,464 84	
1105	4,841,727 23	288,724 26	4,553,002.97	4,419,289.00	-	-	133,713 97	
1106	3,450,066 22	171,795 38	3,278,272 84	3,180,243 00	-	-	98,029 84	
1107	2,442,369.60	139,652 48	2,302,717 12	2,153,687 00	-	-	149,030 12	
1108	2,826,099 47	106,323 98	2,719,775.49	2,642,945 00	-	-	76,830 49	
1109	2,367,380.90	126,871.92	2,240,508 98	2,116,790 00	-	-	123,718.98	
1110	3,174,455.26	176,859 59	2,997,595 67	2,832,709 00	-	-	164,886 67	
1111	2,763,016 37	162,765 94	2,600,250 43	2,532,595 00	-	-	67,655 43	
1112	2,211,224 95	85,564.17	2,125,660 78	1,942,926.00	-	-	182,734 78	
1201	3,194,871 23	181,313 87	3,013,557 36	3,204,090 00	-	62,713 79	(253,246 43)	
1202	2,768,118 84	95,945 98	2,672,172 86	2,279,920.00	-	88,985.75	303,267 11	
1203	2,915,213 41	121,570 65	2,793,642.76	2,856,120 00	-	53,185 02	(115,662.26)	
1204	5,285,910.66	305,233 01	4,980,677 65	5,516,070 00	1,381,997 72	438,686 04	407,919.33	(2)
1205	2,647,609 35	99,698 72	2,547,910 63	2,379,113 00	-	41,308 77	127,488 86	(1)
1206	6,266,013 16	419,221 16	5,846,792.00	5,464,484 00	-	54,795 79	327,512 21	
1207	4,418,005.73	224,498 79	4,193,506 94	3,667,069 00	-	268,813.38	257,624.56	
1208	4,766,833 48	238,663 48	4,528,170.00	4,421,600 00	-	87,423.20	19,146 80	
1209	2,862,644.22	130,986.95	2,731,657 27	2,258,544 00	-	49,867 06	423,246.21	
1210	3,661,997 52	144,415.51	3,517,582 01	2,815,690 00	-	76,078 70	625,815 31	
1211	2,358,657 92	90,126 22	2,268,541 70	2,121,791.00	-	78,893 22	67,857 48	
1212	2,964,061 07	134,143.56	2,829,917 51	2,344,635 00	-	97,829 75	387,452 76	
Total	$ 95,201,935.84	$ 4,930,652.81	$ 90,271,283.03	$ 85,984,548.00	$ 1,381,997.72	$ 1,398,578.47	$ 4,270,154.28	

Footnote

(1) Since TP's PSI system cannot retrieve cash receipt journal for period from 8/1/2010 to 12/31/2012, auditor used TP's bank statement to perform the gross sales reconciliation, the unexplained difference will be scheduled as Exam 100 - Additional Taxable Sales.

(2) TP's workpaper had a mistake in April 2012. Non-taxable sales YTD data is used instead of using April 2012 monthly data. As such, adjustment is made to get the true difference. 407,919.33=4,980,677.65-(5,516,070-1,381,997.72) - 438,686.04

(3) TP run reports from its system to show sales associated with invoice number and then prepare sales tax run. Cash receipts without invoice number includes non sales receipts and dummy accounts transactions, which did not include in GS reported. Auditor will test "Cash receipts without invoice number" in Sales Section As such, no adjustment will be made here.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/02/2015
TP#: [redacted]

EXAM: 200 TAX COLLECTED NOT REMITTED

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
CITY			
0.0100000	2,103,623.00	0.01000	21,036.23
TOTAL AUTHORITY: CITY			$ 21,036.23

TOTAL TAX ON EXAM 200	$ 21,036.23

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 200 TAX COLLECTED NOT REMITTED

Hong Xu - 09/02/2015
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1	POINTSMITH	HOUSTON	EXAM 200A	HOUSTON LOCAL TAX WAS MISSING		1,900,817.00	19,008.17	08/01/2010	N	HOUSTO	NONE	NONE	NONE	NONE	
4863H- 2	POINTSMITH	HOUSTON	EXAM 200A	HOUSTON LOCAL TAX WAS MISSING		182,385.00	1,823.85	09/01/2010	N	HOUSTO	NONE	NONE	NONE	NONE	
4863H- 3	POINTSMITH	HOUSTON	EXAM 200A	HOUSTON LOCAL TAX WAS MISSING		20,421.00	204.21	10/01/2010	N	HOUSTO	NONE	NONE	NONE	NONE	
				Detail Exam Summary Total		$2,103,623.00	$21,036.23	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/02/2015
TP#: [redacted]

EXAM: 210 TAX COLLECTED NOT REMITTED - 2013 DUMMY ACCOUNT

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	124,914.15	0.06250	7,807.18
TOTAL AUTHORITY: STATE			$ 7,807.18
CITY			
0.0100000	104,369.91	0.01000	1,043.67
TOTAL AUTHORITY: CITY			$ 1,043.67
TRANSIT			
0.0100000	104,369.91	0.01000	1,043.67
TOTAL AUTHORITY: TRANSIT			$ 1,043.67
		TOTAL TAX ON EXAM 210	**$ 9,894.52**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 210 TAX COLLECTED NOT REMITTED - 2013 DUMMY ACCOUNT

Hong Xu - 09/16/2015
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2603	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,807.85	149.15	01/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2605	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			655.05	54.04	01/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2597	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,864.44	153.82	01/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	137
4863H- 2620	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			95.50	7.88	01/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2622	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			199.00	16.42	01/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2596	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,496.34	123.45	02/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	136
4863H- 2593	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			77.45	6.39	02/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2595	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC2-28-2013			176.48	14.56	02/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	135
4863H- 2586	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,029.52	84.94	03/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2619	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			175.10	14.45	03/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2624	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			119.95	9.90	03/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2627	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC4-2-2013			60.00	4.95	04/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	145
4863H- 2626	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC4-22-2013			166.06	13.70	04/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	144
4863H- 2625	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC4-29-2013			1,712.00	141.24	04/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	143
4863H- 2621	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			139.45	11.50	05/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2614	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			848.70	70.02	05/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2584	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC5-20-2013			90.06	7.43	05/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	130
4863H- 2609	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			89.75	7.40	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2610	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,461.35	120.56	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2612	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC6-6-2013			300.00	24.75	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	140
4863H- 2602	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,276.20	105.29	06/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2604	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			653.10	53.88	06/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2606	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,276.20	105.29	06/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2611	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC6-14-2013			225.09	18.57	06/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	139
4863H- 2613	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			76.10	6.28	06/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2618	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			848.70	70.02	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2632	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC7-1-2013			75.03	6.19	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	150
4863H- 2630	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC7-2-2013			140.24	11.57	07/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	148
4863H- 2631	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC7*18*2013			1,164.24	96.05	07/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	149
4863H- 2629	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC7-22-2013			120.00	9.90	07/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	147

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2633	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC8-12-2013			270.30	22.30	08/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	151
4863H- 2601	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,774.80	146.42	08/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	138
4863H- 2617	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC8-26-2013			149.94	12.37	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	142
4863H- 2615	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC8-28-2013			105.21	8.68	08/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	141
4863H- 2616	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			689.69	56.90	08/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2589	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-3-2013			90.06	7.43	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	130
4863H- 2599	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,276.20	105.29	09/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2590	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-9-2013			87.03	7.18	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	132
4863H- 2594	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			848.70	70.02	09/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2591	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-23-2013			188.00	15.51	09/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	133
4863H- 2592	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-30-2013			483.15	39.86	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	134
4863H- 2623	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			150.36	12.40	10/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2607	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC-10-17-2013			3,642.40	300.50	10/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2608	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			848.70	70.02	10/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2628	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC10-28-2013			213.70	17.63	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	146
4863H- 2600	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			365.00	30.11	10/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2634	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	10312013		VALERO TAX FROM JAN-OCT 2013	20,544.24	1,284.02	10/31/2013	Y	NONE	NONE	NONE	NONE	NONE	152
4863H- 2587	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			365.00	30.11	10/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2585	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-4-2013			395.00	32.59	11/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2588	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-7-2013			96.12	7.93	11/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	131
4863H- 2581	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-8-2013			1,276.20	105.29	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2582	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-8-2014			760.00	62.70	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2583	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-8-2015			5,475.00	451.69	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2569	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-11-11-20			3,040.00	250.80	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2572	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-11-2013			790.00	65.18	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2571	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-11-2013			6,810.00	561.83	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2570	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-11-2013			4,775.00	393.94	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2568	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-11-213			3,555.00	293.29	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2565	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-7-2013			1,276.00	105.27	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2567	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-8-2013			730.00	60.23	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 210 TAX COLLECTED NOT REMITTED - 2013 DUMMY ACCOUNT

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2566	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-8-2013			790.00	65.18	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2564	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-8-2013			1,125.00	92.81	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2573	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			31,145.00	2,569.46	11/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	129
4863H- 2579	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-14-2013			5,342.00	440.72	11/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2574	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-11-2013			1,125.00	92.81	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2576	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-14-2013			760.00	62.70	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2575	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-14-2013			760.00	62.70	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2580	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-15-2013			365.00	30.11	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2578	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-19-2013			1,276.20	105.29	11/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2577	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC11-19-2013			1,460.00	120.45	11/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2598	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			1,276.20	105.29	12/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$124,914.15	$9,894.60	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

TAX COLLECTED NOT REMITTED WAS NOTED WITHIN 2013 DUMMY ACCOUNT SALES.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/04/2015
TP#: [redacted]

EXAM: 220 TAX COLLECTED NOT REMITTED - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	39,353.09	0.06250	2,459.61
TOTAL AUTHORITY: STATE			$ 2,459.61
CITY			
0.0100000	39,353.09	0.01000	393.62
TOTAL AUTHORITY: CITY			$ 393.62
TRANSIT			
0.0100000	39,353.09	0.01000	393.62
TOTAL AUTHORITY: TRANSIT			$ 393.62

TOTAL TAX ON EXAM 220 **$ 3,246.85**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

Pointsmith Point-of-Purchase Management
Houston, TX
Houston City Sales Tax

TP#[redacted]
Exam 200A
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XH
03/03/2015
Exam 200A.xlsx

Periods From	(A) Taxable Sales - State Per Sales Tax Return	(B) Taxable Sales - Houston Per Sales Tax Return	(C) Amount Subjected to Adjustment (C) = (A) - (B)	(D) Footnote
1008	$ 2,191,615.00	$ 290,798.00	$ 1,900,817.00	(1)
1009	3,308,395.00	3,126,010.00	182,385.00	(1)
1010	2,073,612.00	2,053,191.00	20,421.00	(1)
Total	**$ 7,573,622.00**	**$ 5,469,999.00**	**$ 2,103,623.00**	
			Forward to Exam 200	

Footnote

(1) Taxable sales amount for state and local jurisdiction should be the same. However, taxpayer mistakenly reported less taxable sales to Houston City (1% tax rate). Therefore, the difference noted above will be charged 1% Houston City tax rate and scheduled as Exam 200 -Tax Collected Not Remitted.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 220 TAX COLLECTED NOT REMITTED - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 3974	POINTSMITH	HOUSTON	1012012	VALERO TAX		885.21	73.03	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3973	POINTSMITH	HOUSTON	1012012	VALERO TAX		873.09	72.03	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3972	POINTSMITH	HOUSTON	1012012	VALERO TAX		368.97	30.44	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3968	POINTSMITH	HOUSTON	16021-011312B	CASH RECEIPTS WITHOUT INVOICE NU		54.65	4.51	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3969	POINTSMITH	HOUSTON	16021-011812D	CASH RECEIPTS WITHOUT INVOICE NU		136.10	11.23	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3970	POINTSMITH	HOUSTON	16021-011912B	CASH RECEIPTS WITHOUT INVOICE NU		57.65	4.76	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3971	POINTSMITH	HOUSTON	16021-011912D1	CASH RECEIPTS WITHOUT INVOICE NU		245.96	20.29	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3975	POINTSMITH	HOUSTON	2929V	VALERO TAX		282.50	23.31	02/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3976	POINTSMITH	HOUSTON	2931V	VALERO TAX		174.00	14.36	02/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3977	POINTSMITH	HOUSTON	2939V	VALERO TAX		642.05	52.97	02/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3978	POINTSMITH	HOUSTON	2959V	VALERO TAX		322.80	26.63	02/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3979	POINTSMITH	HOUSTON	2949V	VALERO TAX		564.90	46.60	02/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3980	POINTSMITH	HOUSTON	16021-020712C			395.85	32.66	02/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3981	POINTSMITH	HOUSTON	16021-020712C	VALERO TAX		284.50	23.47	02/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3982	POINTSMITH	HOUSTON	16021-020912D			57.65	4.76	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3983	POINTSMITH	HOUSTON	215125			16.85	1.39	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3984	POINTSMITH	HOUSTON	217127	VALERO TAX		287.27	23.70	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3987	POINTSMITH	HOUSTON	2997V	VALERO TAX		194.00	16.01	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3988	POINTSMITH	HOUSTON	3012V	VALERO TAX		339.90	28.04	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3985	POINTSMITH	HOUSTON	3019V	VALERO TAX		677.80	55.92	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3989	POINTSMITH	HOUSTON	3021V	VALERO TAX		794.50	65.55	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3986	POINTSMITH	HOUSTON	3024V	VALERO TAX		140.50	11.59	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3990	POINTSMITH	HOUSTON	3028V	VALERO TAX		1,363.20	112.46	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3991	POINTSMITH	HOUSTON	30212			303.65	25.05	03/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3992	POINTSMITH	HOUSTON	30912			258.56	21.33	03/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3997	POINTSMITH	HOUSTON	CR9303	VALERO TAX		624.12	51.49	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3993	POINTSMITH	HOUSTON	32012			54.65	4.51	03/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3994	POINTSMITH	HOUSTON	32212			1,276.20	105.29	03/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3995	POINTSMITH	HOUSTON	32212			176.82	14.59	03/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3998	POINTSMITH	HOUSTON	CR9513	VALERO TAX		1,454.55	120.00	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3996	POINTSMITH	HOUSTON	CR9524			520.73	42.96	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3999	POINTSMITH	HOUSTON	CR9524	VALERO TAX		92.24	7.61	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4000	POINTSMITH	HOUSTON	16021-041612B			138.90	11.46	04/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4001	POINTSMITH	HOUSTON	16021-041912AB			1,276.20	105.29	04/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4002	POINTSMITH	HOUSTON	430126			203.15	16.76	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4003	POINTSMITH	HOUSTON	430127			120.00	9.90	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4004	POINTSMITH	HOUSTON	16021-042612G			95.75	7.90	05/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4005	POINTSMITH	HOUSTON	16021-043012C			208.04	17.16	05/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4006	POINTSMITH	HOUSTON	16021-050412AB			1,276.19	105.29	05/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4007	POINTSMITH	HOUSTON	16021-050712A			92.75	7.65	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4012	POINTSMITH	HOUSTON	CR9887			150.06	12.38	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4008	POINTSMITH	HOUSTON	16021-051412C			106.30	8.77	05/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4009	POINTSMITH	HOUSTON	16021-051412E			218.70	18.04	05/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4010	POINTSMITH	HOUSTON	16021-051812F			62.27	5.14	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4011	POINTSMITH	HOUSTON	16021-052512A			89.75	7.40	05/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4013	POINTSMITH	HOUSTON	16021-052512B			247.75	20.44	06/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 220 TAX COLLECTED NOT REMITTED - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4014	POINTSMITH	HOUSTON	16021-053112C			316.65	26.12	06/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4018	POINTSMITH	HOUSTON	606127	VALERO TAX		53.82	4.44	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4017	POINTSMITH	HOUSTON	611127			146.06	12.05	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4015	POINTSMITH	HOUSTON	20971-060612A			92.75	7.65	06/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4016	POINTSMITH	HOUSTON	20971-061212C			259.85	21.44	06/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4019	POINTSMITH	HOUSTON	625128	VALERO TAX		403.52	33.29	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4020	POINTSMITH	HOUSTON	626128	VALERO TAX		128.00	10.56	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4028	POINTSMITH	HOUSTON	711128	VALERO TAX		871.64	71.91	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4026	POINTSMITH	HOUSTON	712128			105.21	8.68	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4021	POINTSMITH	HOUSTON	20972-070912D2			341.23	28.15	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4022	POINTSMITH	HOUSTON	20972-070912D2			17.00	1.40	07/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4023	POINTSMITH	HOUSTON	20972-071812B			1,276.20	105.29	07/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4024	POINTSMITH	HOUSTON	20972-072312B			225.65	18.62	07/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4025	POINTSMITH	HOUSTON	20972-072512AB			1,473.75	121.58	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4029	POINTSMITH	HOUSTON	727128	VALERO TAX		187.15	15.44	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4027	POINTSMITH	HOUSTON	730126			1,070.67	88.33	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4030	POINTSMITH	HOUSTON	730129	VALERO TAX		38.55	3.18	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4031	POINTSMITH	HOUSTON	20973-080312B			84.25	6.95	08/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4032	POINTSMITH	HOUSTON	20973-080612B			1,276.20	105.29	08/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4033	POINTSMITH	HOUSTON	813125			227.52	18.77	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4034	POINTSMITH	HOUSTON	827128	VALERO TAX		129.09	10.65	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4035	POINTSMITH	HOUSTON	828128	VALERO TAX		346.55	28.59	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4037	POINTSMITH	HOUSTON	3332V	VALERO TAX		634.55	52.35	09/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4038	POINTSMITH	HOUSTON	3343V	VALERO TAX		194.00	16.01	09/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4039	POINTSMITH	HOUSTON	3358V	VALERO TAX		469.15	38.70	09/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4042	POINTSMITH	HOUSTON	3402V	VALERO TAX		1,329.30	109.67	09/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4043	POINTSMITH	HOUSTON	3405V	VALERO TAX		348.00	28.71	09/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4040	POINTSMITH	HOUSTON	3391V	VALERO TAX		280.50	23.14	09/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4041	POINTSMITH	HOUSTON	3394V	VALERO TAX		171.65	14.16	09/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4036	POINTSMITH	HOUSTON	20974-092512B			138.90	11.46	09/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4044	POINTSMITH	HOUSTON	20975-100212B			38.85	3.21	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4045	POINTSMITH	HOUSTON	20975-101512ABC			1,916.25	158.09	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4046	POINTSMITH	HOUSTON	22128	VALERO TAX		622.55	51.36	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4047	POINTSMITH	HOUSTON	23128	VALERO TAX		261.70	21.59	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4056	POINTSMITH	HOUSTON	101127	VALERO TAX		372.61	30.74	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4054	POINTSMITH	HOUSTON	PACE JOB # 2145			119.48	9.86	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4055	POINTSMITH	HOUSTON	102127			46.67	3.85	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4057	POINTSMITH	HOUSTON	105128	VALERO TAX		1,010.42	83.36	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4058	POINTSMITH	HOUSTON	131210	VALERO TAX		51.03	4.21	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4048	POINTSMITH	HOUSTON	20976-111212B			10.60	0.87	11/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4053	POINTSMITH	HOUSTON	3590V	VALERO TAX		174.00	14.36	11/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4049	POINTSMITH	HOUSTON	20976-112612C			70.10	5.78	11/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4050	POINTSMITH	HOUSTON	20976-112612GH			1,278.15	105.45	11/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4051	POINTSMITH	HOUSTON	20976-112612IJ			1,278.15	105.45	11/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4052	POINTSMITH	HOUSTON	20976-112712F			308.15	25.42	11/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4061	POINTSMITH	HOUSTON	203128			500.85	41.32	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4059	POINTSMITH	HOUSTON	20976- 111612A			82.40	6.80	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4060	POINTSMITH	HOUSTON	20977-122612A			219.99	18.15	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4062	POINTSMITH	HOUSTON	231129	VALERO TAX		146.55	12.09	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
				Detail Exam Summary Total		$39,353.09	$3,246.66	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

TAX COLLECTED NOT REMITTED WAS NOTED FOR SALES PRIOR TO 2013. THOSE SALES DO NOT HAVE INVOICE NUMBER.

EXAM: 230 ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	396,848.95	0.06250	24,803.32
TOTAL AUTHORITY: STATE			$ 24,803.32
CITY			
0.0100000	396,848.95	0.01000	3,968.58
TOTAL AUTHORITY: CITY			$ 3,968.58
TRANSIT			
0.0100000	396,848.95	0.01000	3,968.58
TOTAL AUTHORITY: TRANSIT			$ 3,968.58

TOTAL TAX ON EXAM 230 $ 32,740.48

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 230 ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4067	POINTSMITH	HOUSTON	1012012		FULFILMENT	3.92	0.32	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4071	POINTSMITH	HOUSTON	1012012		FULFILMENT	811.45	66.94	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4083	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,975.08	162.94	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4094	POINTSMITH	HOUSTON	1012012		FULFILMENT	57.26	4.72	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4077	POINTSMITH	HOUSTON	1012012		FULFILMENT	6,229.81	513.96	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4082	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,659.29	136.89	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4070	POINTSMITH	HOUSTON	1012012		FULFILMENT	76.10	6.28	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4089	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,260.00	103.95	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4085	POINTSMITH	HOUSTON	1012012		FULFILMENT	716.65	59.12	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4095	POINTSMITH	HOUSTON	1012012		FULFILMENT	-500.00	-41.25	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4073	POINTSMITH	HOUSTON	1012012		FULFILMENT	443.10	36.56	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4069	POINTSMITH	HOUSTON	1012012		FULFILMENT	14.00	1.16	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4081	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,241.49	102.42	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4064	POINTSMITH	HOUSTON	1012012		FULFILMENT	3,165.00	261.11	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4090	POINTSMITH	HOUSTON	1012012		FULFILMENT	968.83	79.93	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4078	POINTSMITH	HOUSTON	1012012		FULFILMENT	57.30	4.73	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4067	POINTSMITH	HOUSTON	1012012		FULFILMENT	174.36	14.38	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4093	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,049.79	86.61	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4065	POINTSMITH	HOUSTON	1012012		FULFILMENT	166.57	13.74	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4068	POINTSMITH	HOUSTON	1012012		FULFILMENT	129.97	10.72	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4066	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,251.13	103.22	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4092	POINTSMITH	HOUSTON	1012012		FULFILMENT	99.00	8.17	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4086	POINTSMITH	HOUSTON	1012012		FULFILMENT	2,596.41	214.20	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4074	POINTSMITH	HOUSTON	1012012		FULFILMENT	69.82	5.76	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4075	POINTSMITH	HOUSTON	1012012		FULFILMENT	3.67	0.30	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4088	POINTSMITH	HOUSTON	1012012		FULFILMENT	253.15	20.88	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4072	POINTSMITH	HOUSTON	1012012		FULFILMENT	42.70	3.52	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4084	POINTSMITH	HOUSTON	1012012		FULFILMENT	453.00	37.37	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4079	POINTSMITH	HOUSTON	1012012		FULFILMENT	345.21	28.48	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4080	POINTSMITH	HOUSTON	1012012		FULFILMENT	40.28	3.32	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4076	POINTSMITH	HOUSTON	1012012		FULFILMENT	271.65	22.41	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4091	POINTSMITH	HOUSTON	1012012		FULFILMENT	1,822.52	150.36	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4063	POINTSMITH	HOUSTON	20210-010612A			225.66	18.62	01/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4096	POINTSMITH	HOUSTON	20386-020212A			65.94	5.44	02/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4104	POINTSMITH	HOUSTON	141210		FULFILMENT	934.00	77.06	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4097	POINTSMITH	HOUSTON	214122		FULFILMENT	493.77	40.74	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4098	POINTSMITH	HOUSTON	214123		FULFILMENT	14.92	1.23	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4099	POINTSMITH	HOUSTON	214124		FULFILMENT	26.77	2.21	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4100	POINTSMITH	HOUSTON	214125		FULFILMENT	99.24	8.19	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4101	POINTSMITH	HOUSTON	214127		FULFILMENT	620.00	51.15	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4102	POINTSMITH	HOUSTON	214128		FULFILMENT	4,073.82	336.09	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4103	POINTSMITH	HOUSTON	214129		FULFILMENT	2,782.18	229.53	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4105	POINTSMITH	HOUSTON	21512		FULFILMENT	618.87	51.06	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4106	POINTSMITH	HOUSTON	215122		FULFILMENT	32.56	2.69	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4107	POINTSMITH	HOUSTON	215123		FULFILMENT	115.58	9.54	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4108	POINTSMITH	HOUSTON	215125		FULFILMENT	160.10	13.21	02/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4117	POINTSMITH	HOUSTON	171210		FULFILMENT	293.00	24.17	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4109	POINTSMITH	HOUSTON	21712		FULFILMENT	602.41	49.70	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4110	POINTSMITH	HOUSTON	217122		FULFILMENT	2,841.53	234.43	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4111	POINTSMITH	HOUSTON	217123		FULFILMENT	15.35	1.27	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4112	POINTSMITH	HOUSTON	217124		FULFILMENT	182.09	15.02	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4113	POINTSMITH	HOUSTON	217125		FULFILMENT	111.95	9.24	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4114	POINTSMITH	HOUSTON	217126		FULFILMENT	846.38	69.83	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4115	POINTSMITH	HOUSTON	217128		FULFILMENT	2,739.55	226.01	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4116	POINTSMITH	HOUSTON	217129		FULFILMENT	1,083.44	89.38	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4118	POINTSMITH	HOUSTON	223122		FULFILMENT	1,284.46	105.97	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4119	POINTSMITH	HOUSTON	223123		FULFILMENT	67.62	5.58	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4120	POINTSMITH	HOUSTON	223124		FULFILMENT	302.13	24.93	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4121	POINTSMITH	HOUSTON	223126		FULFILMENT	513.17	42.34	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4122	POINTSMITH	HOUSTON	223127		FULFILMENT	6,365.73	525.17	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4123	POINTSMITH	HOUSTON	223128		FULFILMENT	1,702.00	140.42	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4124	POINTSMITH	HOUSTON	22712		FULFILMENT	125.88	10.39	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4125	POINTSMITH	HOUSTON	227122		FULFILMENT	60.00	4.95	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4126	POINTSMITH	HOUSTON	227123		FULFILMENT	251.92	20.78	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4127	POINTSMITH	HOUSTON	227124		FULFILMENT	213.04	17.58	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4128	POINTSMITH	HOUSTON	227125		FULFILMENT	66.50	5.49	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4177	POINTSMITH	HOUSTON	11210		FULFILMENT	346.32	28.57	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4132	POINTSMITH	HOUSTON	301122		FULFILMENT	868.18	71.62	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4133	POINTSMITH	HOUSTON	301123		FULFILMENT	2,886.39	238.13	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4134	POINTSMITH	HOUSTON	301124		FULFILMENT	39.46	3.26	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4135	POINTSMITH	HOUSTON	301125		FULFILMENT	199.69	16.47	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4136	POINTSMITH	HOUSTON	301126		FULFILMENT	106.28	8.77	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4137	POINTSMITH	HOUSTON	301128		FULFILMENT	1,784.18	147.19	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4138	POINTSMITH	HOUSTON	301129		FULFILMENT	244.29	20.15	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4129	POINTSMITH	HOUSTON	30512		FULFILMENT	1,435.48	118.43	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4139	POINTSMITH	HOUSTON	305122		FULFILMENT	242.65	20.02	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4140	POINTSMITH	HOUSTON	305122		FULFILMENT	75.55	6.23	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4141	POINTSMITH	HOUSTON	305123		FULFILMENT	12.77	1.05	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4142	POINTSMITH	HOUSTON	305124		FULFILMENT	78.41	6.47	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4143	POINTSMITH	HOUSTON	305125		FULFILMENT	241.20	19.90	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4144	POINTSMITH	HOUSTON	305126		FULFILMENT	13.00	1.07	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4183	POINTSMITH	HOUSTON	676285		FULFILMENT	89.46	7.38	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4184	POINTSMITH	HOUSTON	676286		FULFILMENT	89.46	7.38	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4185	POINTSMITH	HOUSTON	676287		FULFILMENT	204.49	16.87	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4186	POINTSMITH	HOUSTON	676288		FULFILMENT	204.49	16.87	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4187	POINTSMITH	HOUSTON	676289		FULFILMENT	690.16	56.94	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4130	POINTSMITH	HOUSTON	30812		FULFILMENT	-33.37	-2.75	03/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4145	POINTSMITH	HOUSTON	308122		FULFILMENT	-9.20	-0.76	03/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4146	POINTSMITH	HOUSTON	308123		FULFILMENT	-6.50	-0.54	03/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4147	POINTSMITH	HOUSTON	313122		FULFILMENT	1,805.21	148.93	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4148	POINTSMITH	HOUSTON	313123		FULFILMENT	95.01	7.84	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4149	POINTSMITH	HOUSTON	313124		FULFILMENT	71.94	5.94	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4150	POINTSMITH	HOUSTON	313125		FULFILMENT	539.00	44.47	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4151	POINTSMITH	HOUSTON	313127		FULFILMENT	2,096.29	172.94	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4152	POINTSMITH	HOUSTON	313128		FULFILMENT	1,237.23	102.07	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4153	POINTSMITH	HOUSTON	313129		FULFILMENT	497.00	41.00	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4131	POINTSMITH	HOUSTON	31412		FULFILMENT	748.40	61.74	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4154	POINTSMITH	HOUSTON	314122		FULFILMENT	39.39	3.25	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4155	POINTSMITH	HOUSTON	314123		FULFILMENT	90.00	7.43	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4156	POINTSMITH	HOUSTON	314124		FULFILMENT	18.87	1.56	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4157	POINTSMITH	HOUSTON	316122		FULFILMENT	255.42	21.07	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4158	POINTSMITH	HOUSTON	316123		FULFILMENT	1,694.03	139.76	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4159	POINTSMITH	HOUSTON	316124		FULFILMENT	102.61	8.47	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4160	POINTSMITH	HOUSTON	316125		FULFILMENT	1,201.59	99.14	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4161	POINTSMITH	HOUSTON	316126		FULFILMENT	1,826.51	150.69	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4162	POINTSMITH	HOUSTON	316127		FULFILMENT	1,010.89	83.40	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4163	POINTSMITH	HOUSTON	316128		FULFILMENT	106.50	8.79	03/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4178	POINTSMITH	HOUSTON	261210		FULFILMENT	898.93	74.16	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4179	POINTSMITH	HOUSTON	261211		FULFILMENT	318.50	26.28	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4164	POINTSMITH	HOUSTON	326122		FULFILMENT	1,221.80	100.80	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4165	POINTSMITH	HOUSTON	326123		FULFILMENT	472.46	38.98	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4166	POINTSMITH	HOUSTON	326124		FULFILMENT	114.08	9.41	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4167	POINTSMITH	HOUSTON	326125		FULFILMENT	148.74	12.27	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4168	POINTSMITH	HOUSTON	326126		FULFILMENT	102.99	8.50	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4169	POINTSMITH	HOUSTON	326127		FULFILMENT	257.68	21.26	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4170	POINTSMITH	HOUSTON	326129		FULFILMENT	2,461.24	203.05	03/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4180	POINTSMITH	HOUSTON	271210		FULFILMENT	850.70	70.18	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4181	POINTSMITH	HOUSTON	271211		FULFILMENT	123.71	10.21	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4182	POINTSMITH	HOUSTON	271212		FULFILMENT	61.50	5.07	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4171	POINTSMITH	HOUSTON	327122		FULFILMENT	2,568.14	211.87	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4172	POINTSMITH	HOUSTON	327123		FULFILMENT	69.82	5.76	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4173	POINTSMITH	HOUSTON	327124		FULFILMENT	87.28	7.20	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4174	POINTSMITH	HOUSTON	327125		FULFILMENT	1,062.20	87.63	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4175	POINTSMITH	HOUSTON	327126		FULFILMENT	199.38	16.45	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4176	POINTSMITH	HOUSTON	327128		FULFILMENT	75.00	6.19	03/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4188	POINTSMITH	HOUSTON	40212		FULFILMENT	1,926.50	158.94	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4195	POINTSMITH	HOUSTON	402122		FULFILMENT	483.60	39.90	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4196	POINTSMITH	HOUSTON	402123		FULFILMENT	92.56	7.64	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4197	POINTSMITH	HOUSTON	402124		FULFILMENT	2.23	0.18	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4198	POINTSMITH	HOUSTON	402125		FULFILMENT	131.84	10.88	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4199	POINTSMITH	HOUSTON	402126		FULFILMENT	349.38	28.82	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4200	POINTSMITH	HOUSTON	402128		FULFILMENT	608.27	50.18	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4201	POINTSMITH	HOUSTON	402129		FULFILMENT	408.51	33.70	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4194	POINTSMITH	HOUSTON	43012		FULFILMENT	1,756.62	144.92	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4254	POINTSMITH	HOUSTON	81210		FULFILMENT	193.00	15.92	04/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4253	POINTSMITH	HOUSTON	31210		FULFILMENT	49.50	4.08	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4202	POINTSMITH	HOUSTON	403122		FULFILMENT	60.99	5.03	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4203	POINTSMITH	HOUSTON	403123		FULFILMENT	199.15	16.43	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4204	POINTSMITH	HOUSTON	403124		FULFILMENT	68.36	5.64	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4205	POINTSMITH	HOUSTON	403125		FULFILMENT	17.28	1.43	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4206	POINTSMITH	HOUSTON	403126		FULFILMENT	188.40	15.54	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4207	POINTSMITH	HOUSTON	403127		FULFILMENT	1,070.00	88.28	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4208	POINTSMITH	HOUSTON	403128		FULFILMENT	330.09	27.23	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4209	POINTSMITH	HOUSTON	403129		FULFILMENT	231.57	19.10	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4189	POINTSMITH	HOUSTON	40512		FULFILMENT	-97.50	-8.04	04/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4210	POINTSMITH	HOUSTON	409122		FULFILMENT	644.62	53.18	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4211	POINTSMITH	HOUSTON	409123		FULFILMENT	248.47	20.50	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4212	POINTSMITH	HOUSTON	409124		FULFILMENT	171.50	14.15	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4213	POINTSMITH	HOUSTON	409125		FULFILMENT	56.03	4.62	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4214	POINTSMITH	HOUSTON	409126		FULFILMENT	630.00	51.98	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4215	POINTSMITH	HOUSTON	409128		FULFILMENT	443.24	36.57	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4216	POINTSMITH	HOUSTON	409129		FULFILMENT	217.28	17.93	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4255	POINTSMITH	HOUSTON	91210		FULFILMENT	110.01	9.08	04/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4217	POINTSMITH	HOUSTON	410122		FULFILMENT	9.84	0.81	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4218	POINTSMITH	HOUSTON	410123		FULFILMENT	230.00	18.98	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4219	POINTSMITH	HOUSTON	410125		FULFILMENT	29.90	2.47	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4220	POINTSMITH	HOUSTON	410126		FULFILMENT	7.50	0.62	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4221	POINTSMITH	HOUSTON	411122		FULFILMENT	2,048.72	169.02	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4222	POINTSMITH	HOUSTON	411123		FULFILMENT	20.02	1.65	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 4223	POINTSMITH	HOUSTON	411124		FULFILMENT	46.05	3.80	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4224	POINTSMITH	HOUSTON	411125		FULFILMENT	221.92	18.31	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4225	POINTSMITH	HOUSTON	411126		FULFILMENT	122.98	10.15	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4226	POINTSMITH	HOUSTON	411127		FULFILMENT	95.33	7.86	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4227	POINTSMITH	HOUSTON	411128		FULFILMENT	156.64	12.92	04/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4190	POINTSMITH	HOUSTON	41012		FULFILMENT	186.94	15.42	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4228	POINTSMITH	HOUSTON	413122		FULFILMENT	479.26	39.54	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4229	POINTSMITH	HOUSTON	413123		FULFILMENT	73.39	6.05	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4230	POINTSMITH	HOUSTON	413124		FULFILMENT	63.21	5.21	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4231	POINTSMITH	HOUSTON	413125		FULFILMENT	176.58	14.57	04/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4256	POINTSMITH	HOUSTON	271210		FULFILMENT	284.50	23.47	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4191	POINTSMITH	HOUSTON	41312		FULFILMENT	2,736.86	225.96	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4232	POINTSMITH	HOUSTON	427122		FULFILMENT	305.73	25.22	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4233	POINTSMITH	HOUSTON	427123		FULFILMENT	65.92	5.44	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4234	POINTSMITH	HOUSTON	427124		FULFILMENT	562.34	46.39	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4235	POINTSMITH	HOUSTON	427125		FULFILMENT	117.12	9.66	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4236	POINTSMITH	HOUSTON	427126		FULFILMENT	1,117.00	92.15	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4237	POINTSMITH	HOUSTON	427128		FULFILMENT	2,243.07	185.05	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4238	POINTSMITH	HOUSTON	427129		FULFILMENT	551.84	45.53	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4258	POINTSMITH	HOUSTON	301210		FULFILMENT	6.50	0.54	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4257	POINTSMITH	HOUSTON	301210		FULFILMENT	159.50	13.16	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4192	POINTSMITH	HOUSTON	42712		FULFILMENT	1,291.85	106.58	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4193	POINTSMITH	HOUSTON	43012		FULFILMENT	749.08	61.80	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4239	POINTSMITH	HOUSTON	430122		FULFILMENT	313.47	25.86	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4240	POINTSMITH	HOUSTON	430122		FULFILMENT	253.15	20.88	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4242	POINTSMITH	HOUSTON	430123		FULFILMENT	227.34	18.76	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4241	POINTSMITH	HOUSTON	430123		FULFILMENT	149.14	12.30	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4243	POINTSMITH	HOUSTON	430124		FULFILMENT	942.31	77.74	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4244	POINTSMITH	HOUSTON	430124		FULFILMENT	895.55	73.88	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4246	POINTSMITH	HOUSTON	430125		FULFILMENT	164.86	13.60	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4245	POINTSMITH	HOUSTON	430125		FULFILMENT	113.37	9.35	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4247	POINTSMITH	HOUSTON	430126		FULFILMENT	664.37	54.81	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4248	POINTSMITH	HOUSTON	430127		FULFILMENT	1,140.45	94.09	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4250	POINTSMITH	HOUSTON	430128		FULFILMENT	68.00	5.61	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4249	POINTSMITH	HOUSTON	430128		FULFILMENT	866.84	71.51	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4252	POINTSMITH	HOUSTON	430129		FULFILMENT	221.44	18.27	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4251	POINTSMITH	HOUSTON	430129		FULFILMENT	664.68	54.84	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4308	POINTSMITH	HOUSTON	CR9797		FULFILMENT	-350.41	-28.91	05/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4266	POINTSMITH	HOUSTON	CR9843		FULFILMENT	1,248.75	103.02	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4265	POINTSMITH	HOUSTON	CR9843		FULFILMENT	68.48	5.65	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4264	POINTSMITH	HOUSTON	CR9843		FULFILMENT	98.44	8.12	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4267	POINTSMITH	HOUSTON	CR9843		FULFILMENT	162.12	13.37	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4259	POINTSMITH	HOUSTON	CR9843		FULFILMENT	1,202.64	99.22	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4269	POINTSMITH	HOUSTON	CR9846		FULFILMENT	-9.76	-0.81	05/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4268	POINTSMITH	HOUSTON	CR9846		FULFILMENT	-312.36	-25.77	05/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4270	POINTSMITH	HOUSTON	CR9846		FULFILMENT	-6.50	-0.54	05/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4273	POINTSMITH	HOUSTON	CR9880		FULFILMENT	25.89	2.14	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4277	POINTSMITH	HOUSTON	CR9880		FULFILMENT	362.50	29.91	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4276	POINTSMITH	HOUSTON	CR9880		FULFILMENT	774.02	63.86	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4274	POINTSMITH	HOUSTON	CR9880		FULFILMENT	1,104.85	91.15	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4275	POINTSMITH	HOUSTON	CR9880		FULFILMENT	1,559.04	128.62	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4271	POINTSMITH	HOUSTON	CR9880		FULFILMENT	445.54	36.76	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4272	POINTSMITH	HOUSTON	CR9880		FULFILMENT	46.15	3.81	05/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 230 ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4280	POINTSMITH	HOUSTON	CR9887		FULFILMENT	53.72	4.43	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4278	POINTSMITH	HOUSTON	CR9887		FULFILMENT	98.70	8.14	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4281	POINTSMITH	HOUSTON	CR9887		FULFILMENT	119.90	9.89	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4279	POINTSMITH	HOUSTON	CR9887		FULFILMENT	705.51	58.20	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4260	POINTSMITH	HOUSTON	CR9887		FULFILMENT	216.81	17.89	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4282	POINTSMITH	HOUSTON	CR9887		FULFILMENT	119.13	9.83	05/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4288	POINTSMITH	HOUSTON	CR9936		FULFILMENT	166.50	13.74	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4286	POINTSMITH	HOUSTON	CR9936		FULFILMENT	2,009.47	165.78	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4285	POINTSMITH	HOUSTON	CR9938		FULFILMENT	76.61	6.32	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4283	POINTSMITH	HOUSTON	CR9938		FULFILMENT	85.62	7.06	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4284	POINTSMITH	HOUSTON	CR9938		FULFILMENT	781.27	64.45	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4287	POINTSMITH	HOUSTON	CR9938		FULFILMENT	738.13	60.90	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4261	POINTSMITH	HOUSTON	CR9938		FULFILMENT	588.68	48.57	05/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4290	POINTSMITH	HOUSTON	CR9983		FULFILMENT	143.37	11.83	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4291	POINTSMITH	HOUSTON	CR9983		FULFILMENT	10.10	0.83	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4289	POINTSMITH	HOUSTON	CR9983		FULFILMENT	199.54	16.46	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4296	POINTSMITH	HOUSTON	CR9983		FULFILMENT	100.00	8.25	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4295	POINTSMITH	HOUSTON	CR9983		FULFILMENT	47.19	3.89	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4293	POINTSMITH	HOUSTON	CR9983		FULFILMENT	542.70	44.77	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4294	POINTSMITH	HOUSTON	CR9983		FULFILMENT	936.72	77.28	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4306	POINTSMITH	HOUSTON	CR9983		FULFILMENT	796.02	65.67	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4292	POINTSMITH	HOUSTON	CR9983		FULFILMENT	84.72	6.99	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4262	POINTSMITH	HOUSTON	CR9983		FULFILMENT	1,256.66	103.67	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4305	POINTSMITH	HOUSTON	CR9983		FULFILMENT	2,389.68	197.15	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4307	POINTSMITH	HOUSTON	CR9983		FULFILMENT	199.00	16.42	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4297	POINTSMITH	HOUSTON	CR9985		FULFILMENT	229.12	18.90	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4299	POINTSMITH	HOUSTON	CR9985		FULFILMENT	363.97	30.03	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4302	POINTSMITH	HOUSTON	CR9985		FULFILMENT	334.22	27.57	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4304	POINTSMITH	HOUSTON	CR9985		FULFILMENT	26.00	2.15	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4283	POINTSMITH	HOUSTON	CR9985		FULFILMENT	1,233.86	101.79	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4298	POINTSMITH	HOUSTON	CR9985		FULFILMENT	194.94	16.08	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4303	POINTSMITH	HOUSTON	CR9985		FULFILMENT	267.47	22.07	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4300	POINTSMITH	HOUSTON	CR9985		FULFILMENT	106.42	8.78	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4301	POINTSMITH	HOUSTON	CR9985		FULFILMENT	2,422.38	199.85	05/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4309	POINTSMITH	HOUSTON	60612		FULFILMENT	1,120.34	92.43	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4313	POINTSMITH	HOUSTON	606122		FULFILMENT	302.00	24.92	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4314	POINTSMITH	HOUSTON	606123		FULFILMENT	310.29	25.60	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4315	POINTSMITH	HOUSTON	606124		FULFILMENT	33.01	2.72	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4316	POINTSMITH	HOUSTON	606125		FULFILMENT	92.97	7.67	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4317	POINTSMITH	HOUSTON	606126		FULFILMENT	67.00	5.53	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4318	POINTSMITH	HOUSTON	606128		FULFILMENT	3,056.70	252.34	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4319	POINTSMITH	HOUSTON	606129		FULFILMENT	1,435.19	118.40	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4348	POINTSMITH	HOUSTON	61210		FULFILMENT	293.00	24.17	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4320	POINTSMITH	HOUSTON	607122		FULFILMENT	324.77	26.79	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4321	POINTSMITH	HOUSTON	607123		FULFILMENT	200.09	16.51	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4322	POINTSMITH	HOUSTON	607124		FULFILMENT	132.38	10.92	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4323	POINTSMITH	HOUSTON	607125		FULFILMENT	172.08	14.20	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4324	POINTSMITH	HOUSTON	607126		FULFILMENT	43.64	3.60	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4325	POINTSMITH	HOUSTON	607127		FULFILMENT	1,239.27	102.24	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4326	POINTSMITH	HOUSTON	607128		FULFILMENT	123.29	10.17	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4349	POINTSMITH	HOUSTON	111210		FULFILMENT	97.00	8.00	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4310	POINTSMITH	HOUSTON	61112		FULFILMENT	5,090.11	419.93	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4327	POINTSMITH	HOUSTON	611122		FULFILMENT	1,229.31	101.42	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4328	POINTSMITH	HOUSTON	611123		FULFILMENT	183.94	15.18	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4329	POINTSMITH	HOUSTON	611124		FULFILMENT	970.04	80.03	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4330	POINTSMITH	HOUSTON	611125		FULFILMENT	394.31	32.53	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4331	POINTSMITH	HOUSTON	611126		FULFILMENT	220.11	18.16	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4332	POINTSMITH	HOUSTON	611128		FULFILMENT	744.88	61.45	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4333	POINTSMITH	HOUSTON	611129		FULFILMENT	686.44	56.63	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4350	POINTSMITH	HOUSTON	251210		FULFILMENT	990.78	81.74	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4351	POINTSMITH	HOUSTON	251211		FULFILMENT	261.00	21.53	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4352	POINTSMITH	HOUSTON	251221		FULFILMENT	3,640.56	300.35	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4353	POINTSMITH	HOUSTON	251222		FULFILMENT	70.62	5.83	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4354	POINTSMITH	HOUSTON	251223		FULFILMENT	41.48	3.42	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4355	POINTSMITH	HOUSTON	251224		FULFILMENT	192.00	15.84	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4356	POINTSMITH	HOUSTON	251225		FULFILMENT	207.62	17.13	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4357	POINTSMITH	HOUSTON	251226		FULFILMENT	396.86	32.74	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4358	POINTSMITH	HOUSTON	251227		FULFILMENT	117.70	9.71	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4311	POINTSMITH	HOUSTON	62512		FULFILMENT	792.78	65.40	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4334	POINTSMITH	HOUSTON	625122		FULFILMENT	296.26	24.44	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4335	POINTSMITH	HOUSTON	625123		FULFILMENT	239.67	19.77	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4336	POINTSMITH	HOUSTON	625124		FULFILMENT	37.22	3.07	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4337	POINTSMITH	HOUSTON	625125		FULFILMENT	71.88	5.93	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4338	POINTSMITH	HOUSTON	625126		FULFILMENT	276.30	22.79	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4339	POINTSMITH	HOUSTON	625127		FULFILMENT	370.00	30.53	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4340	POINTSMITH	HOUSTON	625129		FULFILMENT	2,699.83	222.74	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4359	POINTSMITH	HOUSTON	261211		FULFILMENT	60.50	4.99	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4312	POINTSMITH	HOUSTON	62610		FULFILMENT	107.89	8.90	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4341	POINTSMITH	HOUSTON	626122		FULFILMENT	7,540.46	622.09	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4342	POINTSMITH	HOUSTON	626123		FULFILMENT	316.04	26.07	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4343	POINTSMITH	HOUSTON	626124		FULFILMENT	150.39	12.41	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4344	POINTSMITH	HOUSTON	626125		FULFILMENT	339.65	28.02	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4345	POINTSMITH	HOUSTON	626126		FULFILMENT	439.30	36.24	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4346	POINTSMITH	HOUSTON	626127		FULFILMENT	100.00	8.25	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4347	POINTSMITH	HOUSTON	626129		FULFILMENT	919.49	75.86	06/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4403	POINTSMITH	HOUSTON	111210		FULFILMENT	1,076.96	88.85	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4404	POINTSMITH	HOUSTON	111211		FULFILMENT	200.50	16.54	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4361	POINTSMITH	HOUSTON	711122		FULFILMENT	824.37	68.01	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4362	POINTSMITH	HOUSTON	711123		FULFILMENT	141.44	11.67	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4363	POINTSMITH	HOUSTON	711124		FULFILMENT	73.53	6.07	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4364	POINTSMITH	HOUSTON	711125		FULFILMENT	54.70	4.51	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4365	POINTSMITH	HOUSTON	711126		FULFILMENT	36.00	2.97	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4366	POINTSMITH	HOUSTON	711127		FULFILMENT	1,006.75	83.06	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4367	POINTSMITH	HOUSTON	711129		FULFILMENT	1,456.63	120.17	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4368	POINTSMITH	HOUSTON	712122		FULFILMENT	2,211.22	182.43	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4369	POINTSMITH	HOUSTON	712123		FULFILMENT	82.08	6.77	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4370	POINTSMITH	HOUSTON	712124		FULFILMENT	49.45	4.08	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4371	POINTSMITH	HOUSTON	712125		FULFILMENT	888.20	73.28	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4372	POINTSMITH	HOUSTON	712126		FULFILMENT	170.07	14.03	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4373	POINTSMITH	HOUSTON	712127		FULFILMENT	206.82	17.06	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4374	POINTSMITH	HOUSTON	712129		FULFILMENT	186.84	15.41	07/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4405	POINTSMITH	HOUSTON	161210		FULFILMENT	349.30	28.82	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4406	POINTSMITH	HOUSTON	161211		FULFILMENT	34.50	2.85	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4376	POINTSMITH	HOUSTON	716122		FULFILMENT	-75.20	-6.20	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4375	POINTSMITH	HOUSTON	716122		FULFILMENT	3,042.61	251.02	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4377	POINTSMITH	HOUSTON	716124		FULFILMENT	305.99	25.24	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
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DETAIL REPORT - EXAM 230 ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4378	POINTSMITH	HOUSTON	716125		FULFILMENT	2,249.51	185.58	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4379	POINTSMITH	HOUSTON	716126		FULFILMENT	310.29	25.60	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4380	POINTSMITH	HOUSTON	716127		FULFILMENT	936.70	77.28	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4381	POINTSMITH	HOUSTON	716128		FULFILMENT	426.75	35.21	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4382	POINTSMITH	HOUSTON	716129		FULFILMENT	188.82	15.58	07/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4407	POINTSMITH	HOUSTON	271210		FULFILMENT	643.10	53.06	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4406	POINTSMITH	HOUSTON	271211		FULFILMENT	192.50	15.88	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4383	POINTSMITH	HOUSTON	727122		FULFILMENT	498.87	41.16	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4384	POINTSMITH	HOUSTON	727123		FULFILMENT	218.36	18.01	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4385	POINTSMITH	HOUSTON	727124		FULFILMENT	130.55	10.77	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4386	POINTSMITH	HOUSTON	727125		FULFILMENT	44.63	3.68	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4387	POINTSMITH	HOUSTON	727126		FULFILMENT	85.60	7.06	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4388	POINTSMITH	HOUSTON	727127		FULFILMENT	1,143.69	94.35	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4389	POINTSMITH	HOUSTON	727129		FULFILMENT	832.32	68.67	07/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4409	POINTSMITH	HOUSTON	301210		FULFILMENT	190.40	15.71	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4410	POINTSMITH	HOUSTON	301211		FULFILMENT	29.00	2.39	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4360	POINTSMITH	HOUSTON	73012		FULFILMENT	1,326.19	109.41	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4391	POINTSMITH	HOUSTON	730122		FULFILMENT	71.04	5.86	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4390	POINTSMITH	HOUSTON	730122		FULFILMENT	497.54	41.05	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4393	POINTSMITH	HOUSTON	730123		FULFILMENT	34.34	2.83	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4392	POINTSMITH	HOUSTON	730123		FULFILMENT	325.03	26.81	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4394	POINTSMITH	HOUSTON	730124		FULFILMENT	8.95	0.74	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4395	POINTSMITH	HOUSTON	730124		FULFILMENT	888.07	73.27	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4396	POINTSMITH	HOUSTON	730125		FULFILMENT	457.62	37.75	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4397	POINTSMITH	HOUSTON	730125		FULFILMENT	122.10	10.07	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4398	POINTSMITH	HOUSTON	730126		FULFILMENT	67.83	5.60	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4399	POINTSMITH	HOUSTON	730127		FULFILMENT	254.09	20.96	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4400	POINTSMITH	HOUSTON	730127		FULFILMENT	104.88	8.65	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4402	POINTSMITH	HOUSTON	730128		FULFILMENT	111.22	9.18	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4401	POINTSMITH	HOUSTON	730128		FULFILMENT	325.00	26.81	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4411	POINTSMITH	HOUSTON	81012		FULFILMENT	9,686.09	799.10	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4415	POINTSMITH	HOUSTON	810122		FULFILMENT	93.13	7.68	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4416	POINTSMITH	HOUSTON	810123		FULFILMENT	13.01	1.07	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4417	POINTSMITH	HOUSTON	810124		FULFILMENT	766.43	63.23	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4418	POINTSMITH	HOUSTON	810125		FULFILMENT	555.73	45.85	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4419	POINTSMITH	HOUSTON	810126		FULFILMENT	41.98	3.46	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4420	POINTSMITH	HOUSTON	810127		FULFILMENT	69.39	5.72	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4421	POINTSMITH	HOUSTON	813122		FULFILMENT	2,056.34	169.65	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4422	POINTSMITH	HOUSTON	813124		FULFILMENT	168.11	13.87	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4423	POINTSMITH	HOUSTON	813126		FULFILMENT	940.65	77.60	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4424	POINTSMITH	HOUSTON	813127		FULFILMENT	166.59	13.74	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4445	POINTSMITH	HOUSTON	271210		FULFILMENT	735.53	60.68	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4446	POINTSMITH	HOUSTON	271211		FULFILMENT	301.00	24.83	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4449	POINTSMITH	HOUSTON	82712		FULFILMENT	81.51	6.72	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4413	POINTSMITH	HOUSTON	82712		FULFILMENT	6,721.18	554.50	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4412	POINTSMITH	HOUSTON	82712		FULFILMENT	743.59	61.35	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4450	POINTSMITH	HOUSTON	827122		FULFILMENT	44.00	3.63	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4426	POINTSMITH	HOUSTON	827122		FULFILMENT	482.88	39.84	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4425	POINTSMITH	HOUSTON	827122		FULFILMENT	362.70	29.92	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4428	POINTSMITH	HOUSTON	827123		FULFILMENT	64.49	5.32	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4427	POINTSMITH	HOUSTON	827123		FULFILMENT	248.27	20.48	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4430	POINTSMITH	HOUSTON	827124		FULFILMENT	1,067.96	88.11	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4429	POINTSMITH	HOUSTON	827124		FULFILMENT	69.32	5.72	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4431	POINTSMITH	HOUSTON	827125		FULFILMENT	74.94	6.18	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4432	POINTSMITH	HOUSTON	827125		FULFILMENT	438.77	36.20	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4434	POINTSMITH	HOUSTON	827126		FULFILMENT	1,168.29	96.38	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4433	POINTSMITH	HOUSTON	827126		FULFILMENT	9.00	0.74	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4436	POINTSMITH	HOUSTON	827127		FULFILMENT	205.01	16.91	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4435	POINTSMITH	HOUSTON	827127		FULFILMENT	454.50	37.50	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4437	POINTSMITH	HOUSTON	827129		FULFILMENT	1,505.47	124.20	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4447	POINTSMITH	HOUSTON	281210		FULFILMENT	287.10	23.69	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4448	POINTSMITH	HOUSTON	281211		FULFILMENT	138.50	11.43	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4414	POINTSMITH	HOUSTON	82812		FULFILMENT	1,580.71	130.41	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4438	POINTSMITH	HOUSTON	828122		FULFILMENT	1,000.51	82.54	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4439	POINTSMITH	HOUSTON	828123		FULFILMENT	253.92	20.95	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4440	POINTSMITH	HOUSTON	828124		FULFILMENT	786.93	64.92	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4441	POINTSMITH	HOUSTON	828125		FULFILMENT	190.62	15.73	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4442	POINTSMITH	HOUSTON	828126		FULFILMENT	206.30	17.02	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4443	POINTSMITH	HOUSTON	828127		FULFILMENT	281.52	23.23	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4444	POINTSMITH	HOUSTON	828129		FULFILMENT	977.15	80.61	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4487	POINTSMITH	HOUSTON	61210		FULFILLMENT	259.28	21.39	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4488	POINTSMITH	HOUSTON	61211		FULFILLMENT	197.00	16.25	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4453	POINTSMITH	HOUSTON	906122		FULFILLMENT	1,015.09	83.74	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4454	POINTSMITH	HOUSTON	906123		FULFILLMENT	431.87	35.63	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4455	POINTSMITH	HOUSTON	906124		FULFILLMENT	143.78	11.86	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4456	POINTSMITH	HOUSTON	906125		FULFILLMENT	4.25	0.35	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4457	POINTSMITH	HOUSTON	906126		FULFILLMENT	83.95	6.93	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4458	POINTSMITH	HOUSTON	906127		FULFILLMENT	95.00	7.84	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4459	POINTSMITH	HOUSTON	906128		FULFILLMENT	73.90	6.10	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4460	POINTSMITH	HOUSTON	906129		FULFILLMENT	1,454.02	119.96	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4490	POINTSMITH	HOUSTON	907122		PDCREDITC	1,094.23	90.27	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4491	POINTSMITH	HOUSTON	907123		PDCREDITC	95.15	7.85	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4492	POINTSMITH	HOUSTON	907124		PDCREDITC	101.10	8.34	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4493	POINTSMITH	HOUSTON	907125		PDCREDITC	67.91	5.60	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4461	POINTSMITH	HOUSTON	907126		FULFILLMENT	349.97	28.87	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4462	POINTSMITH	HOUSTON	907127		FULFILLMENT	900.00	74.25	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4463	POINTSMITH	HOUSTON	907128		FULFILLMENT	60.74	5.01	09/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4489	POINTSMITH	HOUSTON	101210		FULFILLMENT	58.50	4.83	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4464	POINTSMITH	HOUSTON	910122		FULFILLMENT	1,114.27	91.93	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4465	POINTSMITH	HOUSTON	910123		FULFILLMENT	196.62	16.39	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4466	POINTSMITH	HOUSTON	910124		FULFILLMENT	306.48	25.28	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4467	POINTSMITH	HOUSTON	910125		FULFILLMENT	65.24	7.03	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4468	POINTSMITH	HOUSTON	910126		FULFILLMENT	36.72	3.03	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4469	POINTSMITH	HOUSTON	910127		FULFILLMENT	30.00	2.48	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4470	POINTSMITH	HOUSTON	910128		FULFILLMENT	1,618.34	133.51	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4471	POINTSMITH	HOUSTON	910129		FULFILLMENT	656.59	54.17	09/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4451	POINTSMITH	HOUSTON	76874			571.27	47.13	09/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4472	POINTSMITH	HOUSTON	924122		FULFILLMENT	910.01	75.08	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4473	POINTSMITH	HOUSTON	924123		FULFILLMENT	443.31	36.57	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4474	POINTSMITH	HOUSTON	924124		FULFILLMENT	81.12	6.69	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4475	POINTSMITH	HOUSTON	924125		FULFILLMENT	75.51	6.23	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4476	POINTSMITH	HOUSTON	924126		FULFILLMENT	45.00	3.71	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4477	POINTSMITH	HOUSTON	924127		FULFILLMENT	2,550.94	210.45	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4478	POINTSMITH	HOUSTON	924128		FULFILLMENT	359.05	29.62	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4479	POINTSMITH	HOUSTON	924129		FULFILLMENT	227.00	18.73	09/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4452	POINTSMITH	HOUSTON	92612		FULFILLMENT	378.82	31.25	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
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DETAIL REPORT - EXAM 230 ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4480	POINTSMITH	HOUSTON	926122		FULFILLMENT	316.66	26.12	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4481	POINTSMITH	HOUSTON	926123		FULFILLMENT	109.06	9.00	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4482	POINTSMITH	HOUSTON	926124		FULFILLMENT	42.35	3.49	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4483	POINTSMITH	HOUSTON	926125		FULFILLMENT	627.90	51.80	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4484	POINTSMITH	HOUSTON	926127		FULFILLMENT	1,083.54	89.39	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4485	POINTSMITH	HOUSTON	926128		FULFILLMENT	489.97	40.42	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4486	POINTSMITH	HOUSTON	926129		FULFILLMENT	90.00	7.43	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4529	POINTSMITH	HOUSTON	100212		FULFILLMENT	158.30	13.06	10/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4494	POINTSMITH	HOUSTON	100312		FULFILLMENT	2,307.45	190.36	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4498	POINTSMITH	HOUSTON	3122		FULFILLMENT	1,213.10	100.08	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4499	POINTSMITH	HOUSTON	3123		FULFILLMENT	89.21	7.36	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4500	POINTSMITH	HOUSTON	3124		FULFILLMENT	1,634.97	134.89	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4501	POINTSMITH	HOUSTON	3125		FULFILLMENT	276.03	22.77	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4502	POINTSMITH	HOUSTON	3126		FULFILLMENT	1,108.11	91.42	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4503	POINTSMITH	HOUSTON	3127		FULFILLMENT	8.67	0.72	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4504	POINTSMITH	HOUSTON	3128		FULFILLMENT	443.23	36.57	10/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4530	POINTSMITH	HOUSTON	100412		FULFILLMENT	50.97	4.21	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4495	POINTSMITH	HOUSTON	100512		FULFILLMENT	1,227.34	101.26	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4505	POINTSMITH	HOUSTON	5122		FULFILLMENT	265.01	21.86	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4506	POINTSMITH	HOUSTON	5123		FULFILLMENT	84.35	6.96	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4507	POINTSMITH	HOUSTON	5124		FULFILLMENT	2,154.81	177.77	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4508	POINTSMITH	HOUSTON	5125		FULFILLMENT	196.39	16.20	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4509	POINTSMITH	HOUSTON	5126		FULFILLMENT	109.90	9.07	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4510	POINTSMITH	HOUSTON	5127		FULFILLMENT	35.77	2.95	10/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4496	POINTSMITH	HOUSTON	102212		FULFILLMENT	9,232.48	761.68	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4525	POINTSMITH	HOUSTON	221210		FULFILLMENT	1,057.20	87.22	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4526	POINTSMITH	HOUSTON	221211		FULFILLMENT	228.50	18.85	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4511	POINTSMITH	HOUSTON	22122		FULFILLMENT	665.99	54.94	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4512	POINTSMITH	HOUSTON	22123		FULFILLMENT	40.07	3.31	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4513	POINTSMITH	HOUSTON	22124		FULFILLMENT	2,137.00	176.30	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4514	POINTSMITH	HOUSTON	22125		FULFILLMENT	635.52	52.43	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4515	POINTSMITH	HOUSTON	22126		FULFILLMENT	983.27	81.12	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4516	POINTSMITH	HOUSTON	22127		FULFILLMENT	185.00	15.26	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4517	POINTSMITH	HOUSTON	22129		FULFILLMENT	3,811.58	314.46	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4497	POINTSMITH	HOUSTON	102312		FULFILLMENT	14,787.53	1,219.97	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4527	POINTSMITH	HOUSTON	231210		FULFILLMENT	920.26	75.92	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4528	POINTSMITH	HOUSTON	231211		FULFILLMENT	123.50	10.19	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4518	POINTSMITH	HOUSTON	23122		FULFILLMENT	136.89	11.29	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4519	POINTSMITH	HOUSTON	23123		FULFILLMENT	51.99	4.29	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4520	POINTSMITH	HOUSTON	23124		FULFILLMENT	1,056.46	87.16	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4521	POINTSMITH	HOUSTON	23125		FULFILLMENT	843.78	69.61	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4522	POINTSMITH	HOUSTON	23126		FULFILLMENT	10.00	0.83	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4523	POINTSMITH	HOUSTON	23127		FULFILLMENT	1,621.19	133.75	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4524	POINTSMITH	HOUSTON	23129		FULFILLMENT	315.92	26.06	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4533	POINTSMITH	HOUSTON	101122		FULFILLMENT	1,900.48	156.79	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4534	POINTSMITH	HOUSTON	101123		FULFILLMENT	201.39	16.61	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4535	POINTSMITH	HOUSTON	101124		FULFILLMENT	18.85	1.56	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4536	POINTSMITH	HOUSTON	101125		FULFILLMENT	111.62	9.21	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4537	POINTSMITH	HOUSTON	101126		FULFILLMENT	758.50	62.58	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4538	POINTSMITH	HOUSTON	101128		FULFILLMENT	815.36	67.27	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4539	POINTSMITH	HOUSTON	101129		FULFILLMENT	202.56	16.71	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4566	POINTSMITH	HOUSTON	11210		FULFILLMENT	116.50	9.61	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4540	POINTSMITH	HOUSTON	102122		FULFILLMENT	598.64	49.39	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 230 ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4541	POINTSMITH	HOUSTON	102123		FULFILLMENT	71.32	5.88	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4542	POINTSMITH	HOUSTON	102124		FULFILLMENT	18.20	1.50	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4543	POINTSMITH	HOUSTON	102125		FULFILLMENT	357.59	29.50	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4544	POINTSMITH	HOUSTON	102126		FULFILLMENT	55.02	4.54	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4545	POINTSMITH	HOUSTON	102128		FULFILLMENT	311.25	25.68	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4546	POINTSMITH	HOUSTON	102129		FULFILLMENT	6.50	0.54	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4531	POINTSMITH	HOUSTON	110212		FULFILLMENT	64.40	5.31	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4572	POINTSMITH	HOUSTON	53421		FULFILLMENT	61.32	5.06	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4547	POINTSMITH	HOUSTON	105122		FULFILLMENT	4,967.54	409.82	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4548	POINTSMITH	HOUSTON	105123		FULFILLMENT	440.97	36.38	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4549	POINTSMITH	HOUSTON	105124		FULFILLMENT	42.55	3.51	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4550	POINTSMITH	HOUSTON	105125		FULFILLMENT	769.79	63.51	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4551	POINTSMITH	HOUSTON	105126		FULFILLMENT	327.40	27.01	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4552	POINTSMITH	HOUSTON	105127		FULFILLMENT	832.92	68.72	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4553	POINTSMITH	HOUSTON	105129		FULFILLMENT	303.01	25.00	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4567	POINTSMITH	HOUSTON	51210		FULFILLMENT	148.87	12.28	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4568	POINTSMITH	HOUSTON	51211		FULFILLMENT	79.50	6.56	11/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4532	POINTSMITH	HOUSTON	110912		FULFILLMENT	-64.40	-5.31	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4555	POINTSMITH	HOUSTON	113122		FULFILLMENT	3,924.00	323.73	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4554	POINTSMITH	HOUSTON	113122		FULFILLMENT	5,815.94	479.82	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4556	POINTSMITH	HOUSTON	113123		FULFILLMENT	493.96	40.75	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4557	POINTSMITH	HOUSTON	113123		FULFILLMENT	117.23	9.67	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4558	POINTSMITH	HOUSTON	113124		FULFILLMENT	332.10	27.40	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4559	POINTSMITH	HOUSTON	113124		FULFILLMENT	55.16	4.55	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4560	POINTSMITH	HOUSTON	113125		FULFILLMENT	115.65	9.54	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4561	POINTSMITH	HOUSTON	113125		FULFILLMENT	82.54	6.82	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4562	POINTSMITH	HOUSTON	113126		FULFILLMENT	96.35	7.95	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4563	POINTSMITH	HOUSTON	113126		FULFILLMENT	219.95	18.15	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4564	POINTSMITH	HOUSTON	113127		FULFILLMENT	546.20	45.06	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4565	POINTSMITH	HOUSTON	113128		FULFILLMENT	35.97	2.97	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4569	POINTSMITH	HOUSTON	131211		FULFILLMENT	5.16	0.43	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4570	POINTSMITH	HOUSTON	131212		FULFILLMENT	25.60	2.11	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4571	POINTSMITH	HOUSTON	131213		FULFILLMENT	7.50	0.62	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4573	POINTSMITH	HOUSTON	120312		FULFILLMENT	15,322.18	1,264.08	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4577	POINTSMITH	HOUSTON	123123		FULFILLMENT	108.24	8.93	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4578	POINTSMITH	HOUSTON	203122		FULFILLMENT	679.61	56.07	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4579	POINTSMITH	HOUSTON	203124		FULFILLMENT	862.80	71.18	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4580	POINTSMITH	HOUSTON	203125		FULFILLMENT	893.36	73.70	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4581	POINTSMITH	HOUSTON	203126		FULFILLMENT	290.94	24.00	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4582	POINTSMITH	HOUSTON	203127		FULFILLMENT	675.90	55.76	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4583	POINTSMITH	HOUSTON	203129		FULFILLMENT	2,640.95	217.88	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4608	POINTSMITH	HOUSTON	31210		FULFILLMENT	1,805.75	148.97	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4609	POINTSMITH	HOUSTON	31211		FULFILLMENT	301.50	24.87	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4574	POINTSMITH	HOUSTON	120412		FULFILLMENT	5,593.94	461.50	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4584	POINTSMITH	HOUSTON	204122		FULFILLMENT	1,078.87	89.01	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4585	POINTSMITH	HOUSTON	204123		FULFILLMENT	189.87	15.66	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4586	POINTSMITH	HOUSTON	204124		FULFILLMENT	18.75	1.55	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4587	POINTSMITH	HOUSTON	204125		FULFILLMENT	608.58	50.21	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4588	POINTSMITH	HOUSTON	204126		FULFILLMENT	394.23	32.52	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4589	POINTSMITH	HOUSTON	204127		FULFILLMENT	232.09	19.15	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4590	POINTSMITH	HOUSTON	204128		FULFILLMENT	315.48	26.03	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4591	POINTSMITH	HOUSTON	204129		FULFILLMENT	280.50	23.14	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4610	POINTSMITH	HOUSTON	41210		FULFILLMENT	728.14	60.07	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 230 ADDITIONAL TAXABLE SALES - PRIOR TO 2013 CASH RECEIPT W/O INVOICE NUMBER

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4611	POINTSMITH	HOUSTON	41211		FULFILLMENT	149.00	12.29	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4575	POINTSMITH	HOUSTON	121112		FULFILLMENT	251.46	20.75	12/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4592	POINTSMITH	HOUSTON	211122		FULFILLMENT	13.24	1.09	12/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4576	POINTSMITH	HOUSTON	122712		FULFILLMENT	1,875.65	154.74	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4593	POINTSMITH	HOUSTON	227122		FULFILLMENT	986.13	81.36	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4594	POINTSMITH	HOUSTON	227123		FULFILLMENT	61.46	5.07	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4595	POINTSMITH	HOUSTON	227124		FULFILLMENT	33.35	2.75	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4596	POINTSMITH	HOUSTON	227125		FULFILLMENT	155.64	12.84	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4597	POINTSMITH	HOUSTON	227126		FULFILLMENT	241.89	19.96	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4598	POINTSMITH	HOUSTON	227127		FULFILLMENT	210.00	17.33	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4599	POINTSMITH	HOUSTON	227128		FULFILLMENT	3,172.99	261.77	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4600	POINTSMITH	HOUSTON	227129		FULFILLMENT	288.54	23.80	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4612	POINTSMITH	HOUSTON	271210		FULFILLMENT	131.00	10.81	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4601	POINTSMITH	HOUSTON	231122		FULFILLMENT	7,831.28	646.08	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4602	POINTSMITH	HOUSTON	231123		FULFILLMENT	1,185.10	97.77	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4603	POINTSMITH	HOUSTON	231124		FULFILLMENT	438.62	36.19	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4604	POINTSMITH	HOUSTON	231125		FULFILLMENT	899.44	74.20	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4605	POINTSMITH	HOUSTON	231126		FULFILLMENT	544.98	44.96	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4606	POINTSMITH	HOUSTON	231127		FULFILLMENT	675.71	55.75	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4607	POINTSMITH	HOUSTON	231128		FULFILLMENT	173.00	14.27	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4613	POINTSMITH	HOUSTON	311210		FULFILLMENT	2,721.79	224.55	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4614	POINTSMITH	HOUSTON	311211		FULFILLMENT	1,124.20	92.75	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4615	POINTSMITH	HOUSTON	311212		FULFILLMENT	98.50	8.13	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$396,848.95	$32,740.07	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/02/2015
TP#: [redacted]

EXAM: 300 ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	241,420.03	0.06250	15,088.74
TOTAL AUTHORITY: STATE			$ 15,088.74
CITY			
0.0100000	241,420.03	0.01000	2,414.21
TOTAL AUTHORITY: CITY			$ 2,414.21
TRANSIT			
0.0100000	241,420.03	0.01000	2,414.21
TOTAL AUTHORITY: TRANSIT			$ 2,414.21
		TOTAL TAX ON EXAM 300	**$ 19,917.16**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 300 ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2711	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	158.00	13.04	01/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2735	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	30.55	2.52	01/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2641	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	11,428.69	942.87	01/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2646	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,641.98	382.96	01/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2737	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	21.04	1.74	01/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2692	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			499.40	41.20	01/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2719	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	210.93	17.40	01/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2688	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			175.10	14.45	01/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2733	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	45.50	3.75	01/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2703	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	419.32	34.59	01/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2717	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	228.18	18.82	02/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2662	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,905.37	157.19	02/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2690	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	606.40	50.03	02/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2739	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	5.11	0.42	02/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2696	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	533.74	44.03	02/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2678	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	836.34	69.00	02/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2661	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			331.78	27.37	03/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2657	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,256.42	268.65	03/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2715	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			91.20	7.52	03/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2686	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	670.91	55.35	03/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2725	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	109.00	8.99	03/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2670	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,162.90	95.94	03/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2697	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	511.67	42.21	03/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2665	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	675.09	55.69	03/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2720	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	139.79	11.53	03/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2722	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	129.49	10.68	04/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2704	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	413.13	34.08	04/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2723	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	115.55	9.53	04/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2674	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700	SUPPORT NOT AGREE WITH TP'S COMM		949.55	78.34	04/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2664	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			426.81	35.21	04/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 300 ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2653	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	1,856.75	153.18	04/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2652	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,227.59	348.78	04/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2655	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,591.08	296.26	04/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2667	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	1,381.49	113.97	04/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2700	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	437.50	36.09	04/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2709	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	361.15	29.79	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2638	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	40550	SUPPORT NOT AGREE WITH TP'S COMM		15,160.09	1,250.71	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2666	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,489.90	122.92	04/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2712	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			149.50	12.33	05/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2734	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	33.09	2.73	05/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2713	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			286.38	23.63	05/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2701	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700	SUPPORT NOT AGREE WITH TP'S COMM		424.10	34.99	05/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2639	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	12,634.89	1,042.36	05/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2658	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	2,890.84	238.49	05/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2669	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,254.62	103.51	06/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2691	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	594.59	49.05	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2647	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,575.34	377.47	06/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2707	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	366.47	30.23	06/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2695	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	544.63	44.93	06/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2693	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	581.98	48.01	06/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2729	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	94.57	7.80	06/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2673	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	653.10	53.88	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2718	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	220.78	18.21	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2727	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	95.79	7.90	06/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2687	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			653.10	53.88	06/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2672	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	973.40	80.31	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2705	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	406.95	33.57	07/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2702	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	-37.84	-3.12	07/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2682	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	706.99	58.33	07/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 300 ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2736	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	25.87	2.13	07/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2706	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	373.07	30.78	07/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2659	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	2,126.53	175.44	07/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2680	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	799.68	65.99	07/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2671	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			848.70	70.02	07/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2714	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	274.30	22.63	07/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2728	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	94.97	7.84	08/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2721	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON				655.00	54.04	08/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2726	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	98.07	8.09	08/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2724	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	115.40	9.52	08/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2738	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	20.24	1.67	08/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2650	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,358.32	359.56	08/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2731	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	70.65	5.83	08/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2576	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	878.09	72.44	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2594	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	568.58	46.91	08/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2583	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	706.98	58.33	08/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2649	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,360.49	359.74	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2644	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	6,458.25	532.81	09/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2716	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	233.98	19.30	09/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2668	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	1,381.48	113.97	09/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2684	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	696.14	57.43	09/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2651	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,312.87	355.81	09/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2656	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,459.40	285.40	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2732	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	60.34	4.98	10/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2679	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	819.81	67.63	10/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2677	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		FULFILLMENT	848.70	70.02	10/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2665	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,701.68	140.39	10/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2708	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700	SUPPORT NOT AGREE WITH TP'S COMM		364.38	30.06	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2637	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	15,471.09	1,276.36	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2710	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			357.42	29.49	10/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 300 ADDITIONAL TAXABLE SALES - 2013 DUMMY ACCOUNT

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 2681	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	748.01	61.71	11/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2698	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	503.36	41.53	11/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2654	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,945.83	325.53	11/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2730	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	75.21	6.20	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2645	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	6,449.67	532.10	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2648	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	4,423.95	364.88	11/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2635	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700			8,808.95	726.74	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2660	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	1,940.83	160.12	11/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2642	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700	SUPPORT NOT AGREE WITH TP'S COMM		8,240.00	679.80	11/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2636	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700	NEED BREAKDOWN LIST AND RELATED		41,200.00	3,399.00	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2689	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	606.73	50.06	12/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2640	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	12,372.32	1,020.72	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2699	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	439.78	36.28	12/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2643	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	6,902.56	569.46	12/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2653	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	3,980.70	328.41	12/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 2675	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		FULFILLMENT	903.69	74.55	12/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$241,420.03	$19,917.11	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/08/2015
TP#: [redacted]

EXAM: 310 DISALLOWED DEDUCTION - 2013 EXCLUDING DUMMING ACCOUNT

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	1,997,398.62	0.06250	124,837.48
TOTAL AUTHORITY: STATE			$ 124,837.48
CITY			
0.0100000	1,997,398.62	0.01000	19,974.06
TOTAL AUTHORITY: CITY			$ 19,974.06
TRANSIT			
0.0100000	1,997,398.62	0.01000	19,974.06
TOTAL AUTHORITY: TRANSIT			$ 19,974.06
		TOTAL TAX ON EXAM 310	**$ 164,785.60**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

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POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 310 DISALLOWED DEDUCTION - 2013 EXCLUDING DUMMING ACCOUNT

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 3900	1000 - VALERO PARENT ACCOUNT	HOUSTON			2827.93 FULFULLMENT SALES	2,827.93	233.30	02/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3776	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77511			296.00	24.42	01/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3831	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77687			23,122.98	1,907.65	01/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3924	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77771			622.00	51.32	02/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3944	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77795			62.20	5.13	02/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3819	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77892		27521.8 FULFULLMENT SALES	27,973.44	2,307.81	02/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3821	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78100		27705.79 FULFULLMENT SALES	27,779.69	2,291.82	03/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3916	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78148			899.10	74.18	04/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3825	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78192		25238.9 FULFULLMENT SALES	25,319.96	2,088.90	04/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3964	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78352		-1471.96 FULFULLMENT SALES	-1,471.96	-121.44	05/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3882	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78394			3,997.50	329.79	05/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3858	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78442			6,765.80	558.18	05/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3938	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78509			179.80	14.83	05/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3828	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78544		24634.87 FULFULLMENT SALES	24,736.53	2,040.76	05/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3921	1044 - CST BRANDS, INC	HOUSTON	78615			694.00	57.26	06/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3845	1044 - CST BRANDS, INC	HOUSTON	78753		11750.46 FULFULLMENT SALES	12,345.96	1,018.54	07/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3742	1044 - CST BRANDS, INC	HOUSTON	78753		11750.45 FULFULLMENT SALES	12,342.86	1,018.29	07/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3922	1044 - CST BRANDS, INC	HOUSTON	78847			694.00	57.26	07/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3826	1044 - CST BRANDS, INC	HOUSTON	78948		25166.73 FULFULLMENT SALES	25,166.73	2,076.26	07/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3941	1044 - CST BRANDS, INC	HOUSTON	79064			102.65	8.47	08/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3835	1044 - CST BRANDS, INC	HOUSTON	79140		19591.7 FULFULLMENT SALES	20,500.29	1,691.27	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3886	1044 - CST BRANDS, INC	HOUSTON	79253			3,821.65	315.29	09/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3939	1044 - CST BRANDS, INC	HOUSTON	79285			125.40	10.35	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3832	1044 - CST BRANDS, INC	HOUSTON	79318		19627.53 FULFULLMENT SALES	21,930.64	1,809.28	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3880	1044 - CST BRANDS, INC	HOUSTON	79434			4,270.06	352.28	10/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3836	1044 - CST BRANDS, INC	HOUSTON	79494		18389.14 FULFULLMENT SALES	19,370.85	1,598.10	10/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3903	1044 - CST BRANDS, INC	HOUSTON	79673			2,156.00	177.87	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3840	1044 - CST BRANDS, INC	HOUSTON	79709		16302.27 FULFULLMENT SALES	16,451.46	1,357.25	11/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3841	1044 - CST BRANDS, INC	HOUSTON	79893		16155.26 FULFULLMENT SALES	16,185.55	1,335.31	12/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3881	1044 - CST BRANDS, INC	HOUSTON	79906			4,008.00	330.66	12/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3868	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77486			6,133.99	506.05	02/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3871	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77288			5,651.92	466.28	03/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3877	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77699			4,659.55	384.41	03/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3846	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77907		9844.95 FULFULLMENT SALES	12,312.39	1,015.77	04/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3865	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78115		5060.76 FULFULLMENT SALES	6,338.27	522.91	05/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3749	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	5302013			4,354.14	359.22	05/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3866	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78368		4926.64 FULFULLMENT SALES	6,302.39	519.95	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3860	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78558		5067.27 FULFULLMENT SALES	6,678.70	550.99	07/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3873	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78738		3967.28 FULFULLMENT SALES	5,476.87	451.84	08/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3867	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78930		4860.93 FULFULLMENT SALES	6,295.74	519.40	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3885	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	79155		2613.51 FULFULLMENT SALES	3,824.02	315.48	11/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3884	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	79360			3,930.90	324.30	11/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3872	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	79593		3489.16 FULFULLMENT SALES	5,578.43	460.22	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3842	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77560			16,147.50	1,332.17	01/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3906	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77215			1,719.20	141.83	02/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3879	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77633			4,367.15	360.29	02/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3919	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77647			740.00	61.05	02/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3917	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77697			845.94	69.79	02/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3804	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				-225.66	-18.62	02/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3911	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77838			1,452.30	119.81	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3888	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77855		3791.45 FULFULLMENT SALES	3,791.45	312.79	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3915	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77878			960.00	79.20	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3914	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	77903		175.5 FULFULLMENT SALES	977.97	80.68	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3912	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78029			1,397.50	115.29	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3746	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78069			7,474.55	616.65	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3913	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78070			1,040.00	85.80	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3929	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78111		413.25 FULFULLMENT SALES	526.85	43.47	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3905	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78164			1,873.85	154.59	04/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3883	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78182		3931.1 FULFULLMENT SALES	3,931.10	324.32	04/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3768	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78212		1216.82 FULFULLMENT SALES	1,216.82	100.39	05/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3920	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78216			704.24	58.10	05/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3932	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78217			352.12	29.05	05/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3755	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78267			2,572.50	212.23	05/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3769	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	5232013			693.69	57.23	05/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3763	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				1,575.00	129.94	05/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3892	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78303		3581.5 FULFULLMENT SALES	3,581.50	295.47	05/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3751	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78332			3,983.80	328.66	05/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3962	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78334			-525.50	-43.35	05/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3770	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78409			563.25	46.47	05/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3803	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				-174.18	-14.37	05/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3931	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78408		68.62 FULFULLMENT SALES	388.42	32.04	05/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3752	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				3,923.37	323.68	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3918	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78508			800.00	66.00	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3899	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78518		2842.4 FULFULLMENT SALES	2,842.40	234.50	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3864	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78639			6,491.82	535.58	06/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3930	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78547		84.91 FULFULLMENT SALES	474.75	39.17	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3870	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78665			5,824.00	480.48	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3895	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78695		3211.95 FULFULLMENT SALES	3,211.95	264.99	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3927	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78763		91.63 FULFULLMENT SALES	597.82	49.32	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3758	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78864			2,038.00	168.14	07/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3898	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	78890		2995.35 FULFULLMENT SALES	2,995.35	247.12	08/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3956	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79244			-10.44	-0.86	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3891	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79103		3595.75 FULFULLMENT SALES	3,595.75	296.65	09/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3878	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79130			4,499.36	371.20	09/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3896	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79150		93.17 FULFULLMENT SALES	3,191.04	263.26	09/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3781	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	9092013			216.50	17.86	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3788	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	9192013			129.71	10.70	09/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3958	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				-129.71	-10.70	09/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3959	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				-216.50	-17.86	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3894	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79299		3405.75 FULFULLMENT SALES	3,405.75	280.97	10/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3925	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79314			613.65	50.63	10/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3948	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79385		13 FULFULLMENT SALES	32.91	2.72	10/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3754	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	10172013			3,642.40	300.50	10/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3750	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				4,191.89	345.83	10/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3748	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				5,080.49	419.14	10/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3966	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79424			-2,457.40	-202.74	10/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3778	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	10282013			281.24	23.20	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3779	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	10282013			281.24	23.20	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3960	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				-281.24	-23.20	10/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3889	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79578		3686.95 FULFULLMENT SALES	3,686.95	304.17	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3923	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79616		192.52 FULFULLMENT SALES	624.17	51.49	11/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3783	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				188.11	15.52	11/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3844	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79604		3433.85 FULFULLMENT SALES	13,212.12	1,090.00	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3890	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON	79821		3631.85 FULFULLMENT SALES	3,631.85	299.63	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3965	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				-1,488.85	-122.83	12/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3961	1314 - AFC/POPEYES SUPPORT CENTER	HOUSTON				-284.29	-23.45	12/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3782	1315 - POPEYES SUPPORT CENTER	HOUSTON				74.30	6.13	01/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3949	1315 - POPEYES SUPPORT CENTER	HOUSTON	78365		6.5 FULFULLMENT SALES	30.90	2.55	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3800	1315 - POPEYES SUPPORT CENTER	HOUSTON	78549			18.73	1.55	07/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3793	1315 - POPEYES SUPPORT CENTER	HOUSTON				61.08	5.04	11/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3953	1315 - POPEYES SUPPORT CENTER	HOUSTON	79805		0.32 FULFULLMENT SALES	18.39	1.52	11/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3951	1316 - POPEYES SUPPORT CENTER	HOUSTON	77110			21.53	1.78	02/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3767	1316 - POPEYES SUPPORT CENTER	HOUSTON	76978			1,235.00	101.89	03/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3761	1316 - POPEYES SUPPORT CENTER	HOUSTON	77354			1,765.00	145.61	03/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3943	1316 - POPEYES SUPPORT CENTER	HOUSTON	77906		32.5 FULFULLMENT SALES	67.50	5.57	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3772	1316 - POPEYES SUPPORT CENTER	HOUSTON	77587			550.00	45.38	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3946	1316 - POPEYES SUPPORT CENTER	HOUSTON	77698			35.79	2.95	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3760	1316 - POPEYES SUPPORT CENTER	HOUSTON	77839			1,880.00	155.10	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3756	1316 - POPEYES SUPPORT CENTER	HOUSTON	77998			2,256.50	186.16	05/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3945	1316 - POPEYES SUPPORT CENTER	HOUSTON	78112		9.75 FULFULLMENT SALES	50.59	4.17	05/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3952	1316 - POPEYES SUPPORT CENTER	HOUSTON	78366		7.88 FULFULLMENT SALES	18.95	1.56	05/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3942	1316 - POPEYES SUPPORT CENTER	HOUSTON	78550		32.59 FULFULLMENT SALES	84.20	6.95	07/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3759	1316 - POPEYES SUPPORT CENTER	HOUSTON	78260			1,925.00	158.81	08/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3940	1316 - POPEYES SUPPORT CENTER	HOUSTON	78766		32.5 FULFULLMENT SALES	117.60	9.70	08/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3947	1316 - POPEYES SUPPORT CENTER	HOUSTON	79152		3.71 FULFULLMENT SALES	35.13	2.90	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3955	1316 - POPEYES SUPPORT CENTER	HOUSTON	79387		6.5 FULFULLMENT SALES	13.26	1.09	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3950	1316 - POPEYES SUPPORT CENTER	HOUSTON	79618		8.67 FULFULLMENT SALES	21.91	1.81	11/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3957	1330 - POPEYES SUPPORT CENTER	HOUSTON	7292013			-20.00	-1.65	07/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 3771	1330 - POPEYES SUPPORT CENTER	HOUSTON				558.17	46.05	09/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3907	1370 - COCA COLA COMPANY	HOUSTON	77518			1,500.00	123.75	01/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3934	1370 - COCA COLA COMPANY	HOUSTON	1282013			313.00	25.82	01/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3798	1370 - COCA COLA COMPANY	HOUSTON	2112013			19.85	1.64	02/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3797	1370 - COCA COLA COMPANY	HOUSTON	4012013			20.46	1.69	04/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3785	1370 - COCA COLA COMPANY	HOUSTON	4012013			163.85	13.52	04/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3908	1370 - COCA COLA COMPANY	HOUSTON	78185			1,500.00	123.75	04/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3782	1370 - COCA COLA COMPANY	HOUSTON	4292013			210.54	17.37	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3780	1370 - COCA COLA COMPANY	HOUSTON	5012013			276.05	22.77	05/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3801	1370 - COCA COLA COMPANY	HOUSTON	5022013			18.58	1.53	05/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3784	1370 - COCA COLA COMPANY	HOUSTON	5032013			165.56	13.66	05/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3786	1370 - COCA COLA COMPANY	HOUSTON	5062013			151.10	12.47	05/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3787	1370 - COCA COLA COMPANY	HOUSTON	5072013			138.43	11.42	05/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3802	1370 - COCA COLA COMPANY	HOUSTON	5092013			15.66	1.29	05/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3909	1370 - COCA COLA COMPANY	HOUSTON	78795			1,500.00	123.75	07/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3910	1370 - COCA COLA COMPANY	HOUSTON	78996			1,500.00	123.75	08/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3743	1370 - COCA COLA COMPANY	HOUSTON	79750			11,000.00	907.50	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3897	1370 - COCA COLA COMPANY	HOUSTON	79872			3,000.00	247.50	12/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3744	1403 - MATTRESS FIRM INC.	HOUSTON				9,877.07	814.86	02/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3823	1403 - MATTRESS FIRM INC.	HOUSTON	77666			26,769.60	2,208.49	02/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3838	1403 - MATTRESS FIRM INC.	HOUSTON	77428			18,248.39	1,505.49	02/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3815	1403 - MATTRESS FIRM INC.	HOUSTON	77853		10719.23 FULFULLMENT SALES	30,157.10	2,487.96	03/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3830	1403 - MATTRESS FIRM INC.	HOUSTON	78079		10163.49 FULFULLMENT SALES	23,706.78	1,955.81	04/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3967	1403 - MATTRESS FIRM INC.	HOUSTON				-9,877.07	-814.86	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3813	1403 - MATTRESS FIRM INC.	HOUSTON	78348		11658.12 FULFULLMENT SALES	30,683.34	2,531.38	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3817	1403 - MATTRESS FIRM INC.	HOUSTON	78538		10441.22 FULFULLMENT SALES	28,656.51	2,364.16	06/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3747	1403 - MATTRESS FIRM INC.	HOUSTON	78614			6,085.00	502.01	07/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3811	1403 - MATTRESS FIRM INC.	HOUSTON	78685		10687.7 FULFULLMENT SALES	32,079.09	2,646.52	07/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3829	1403 - MATTRESS FIRM INC.	HOUSTON	79127		9079.28 FULFULLMENT SALES	24,143.57	1,991.84	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3824	1403 - MATTRESS FIRM INC.	HOUSTON	78972		9995.13 FULFULLMENT SALES	25,510.76	2,104.64	09/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3827	1403 - MATTRESS FIRM INC.	HOUSTON	79275		11372.61 FULFULLMENT SALES	25,114.87	2,071.98	11/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3834	1403 - MATTRESS FIRM INC.	HOUSTON	79529		9385.77 FULFULLMENT SALES	20,684.08	1,706.44	12/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3851	1404 - MATTRESS FIRM MCS	HOUSTON	77429			10,572.58	872.24	01/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3736	1404 - MATTRESS FIRM MCS	HOUSTON	77400			53,028.95	4,374.89	01/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3852	1404 - MATTRESS FIRM MCS	HOUSTON	77667			10,048.94	829.04	02/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3857	1404 - MATTRESS FIRM MCS	HOUSTON	77854		3280.69 FULFULLMENT SALES	8,824.76	728.04	03/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3963	1404 - MATTRESS FIRM MCS	HOUSTON	77349			-1,000.00	-82.50	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3833	1404 - MATTRESS FIRM MCS	HOUSTON	78349		11519.45 FULFULLMENT SALES	21,359.63	1,762.17	04/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3839	1404 - MATTRESS FIRM MCS	HOUSTON	78080		2177.55 FULFULLMENT SALES	16,695.65	1,377.39	05/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3837	1404 - MATTRESS FIRM MCS	HOUSTON	78539		10739.83 FULFULLMENT SALES	18,829.31	1,553.42	07/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3861	1404 - MATTRESS FIRM MCS	HOUSTON	78842		3254.8 FULFULLMENT SALES	6,670.20	550.28	07/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3863	1404 - MATTRESS FIRM MCS	HOUSTON	78973			6,518.01	537.74	07/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3859	1404 - MATTRESS FIRM MCS	HOUSTON	79128		2917.63 FULFULLMENT SALES	6,747.63	556.68	09/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3843	1404 - MATTRESS FIRM MCS	HOUSTON	79276		6459.65 FULFULLMENT SALES	14,544.00	1,199.88	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3822	1404 - MATTRESS FIRM MCS	HOUSTON	79530		16270.95 FULFULLMENT SALES	27,405.95	2,260.99	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3874	1610 - WTMVII CLEANING TECH. CANADA, INC.	HOUSTON	78792			5,349.00	441.29	07/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3875	1610 - WTMVII CLEANING TECH. CANADA, INC.	HOUSTON				5,349.00	441.29	07/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3928	1610 - WTMVII CLEANING TECH. CANADA, INC.	HOUSTON	78793			562.50	46.41	07/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3933	1610 - WTMVII CLEANING TECH. CANADA, INC.	HOUSTON	78794			343.75	28.36	07/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3887	1610 - WTMVII CLEANING TECH. CANADA, INC.	HOUSTON	79055			3,815.99	314.82	08/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3862	1610 - WTMVII CLEANING TECH. CANADA, INC.	HOUSTON	79759			6,562.50	541.41	12/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3735	1876 - GE MONEY BANK	HOUSTON	79136			367,752.64	30,339.61	08/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3775	1876 - GE MONEY BANK	HOUSTON	79153		480.95 FULFULLMENT SALES	480.95	39.68	08/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3757	1876 - GE MONEY BANK	HOUSTON	79480			2,160.32	178.23	10/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3766	1876 - GE MONEY BANK	HOUSTON	79511			1,406.31	116.02	10/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3740	1876 - GE MONEY BANK	HOUSTON	79423		1321.19 FULFULLMENT SALES	16,544.47	1,364.92	10/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3765	1876 - GE MONEY BANK	HOUSTON	79615		1087.15 FULFULLMENT SALES	1,489.16	122.86	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3741	1876 - GE MONEY BANK	HOUSTON	79655			14,261.24	1,176.55	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3745	1876 - GE MONEY BANK	HOUSTON	79704			8,060.25	664.97	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3764	1876 - GE MONEY BANK	HOUSTON	79803		1242.19 FULFULLMENT SALES	1,506.70	124.30	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3737	1876 - GE MONEY BANK	HOUSTON	79351			39,060.92	3,222.53	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3805	1876 - GE MONEY BANK	HOUSTON	12312013			-1,521.81	-125.55	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3773	1876 - GE MONEY BANK	HOUSTON	79423			546.92	45.12	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3791	1876 - GE MONEY BANK	HOUSTON	79480			80.68	6.66	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3794	1876 - GE MONEY BANK	HOUSTON	79511			54.49	4.50	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3796	1876 - GE MONEY BANK	HOUSTON	79615			29.35	2.42	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3774	1876 - GE MONEY BANK	HOUSTON	79655			482.11	39.77	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3777	1876 - GE MONEY BANK	HOUSTON	79704			289.75	23.90	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3795	1876 - GE MONEY BANK	HOUSTON	79803			38.51	3.18	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3739	1899 - JAMBA JUICE	HOUSTON	11252013			17,884.43	1,475.47	11/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3753	1899 - JAMBA JUICE	HOUSTON				3,855.60	316.09	12/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3893	2019 - MURPHY USA MERCHANDISING	HOUSTON	77685			3,550.83	292.94	01/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3876	2019 - MURPHY USA MERCHANDISING	HOUSTON	77686			5,102.74	420.98	01/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3812	2019 - MURPHY USA MERCHANDISING	HOUSTON	77685			32,000.00	2,640.00	02/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3805	2019 - MURPHY USA MERCHANDISING	HOUSTON	77890		22144.04 FULFULLMENT SALES	44,435.08	3,665.89	02/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3901	2019 - MURPHY USA MERCHANDISING	HOUSTON	77891		1611.31 FULFULLMENT SALES	2,813.86	232.14	02/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3807	2019 - MURPHY USA MERCHANDISING	HOUSTON	78098		21437.05 FULFULLMENT SALES	41,146.21	3,394.56	03/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3902	2019 - MURPHY USA MERCHANDISING	HOUSTON	78099		1533.93 FULFULLMENT SALES	2,355.27	194.31	03/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3809	2019 - MURPHY USA MERCHANDISING	HOUSTON	78350		17509.95 FULFULLMENT SALES	33,766.68	2,785.75	04/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3869	2019 - MURPHY USA MERCHANDISING	HOUSTON	78351		4937.45 FULFULLMENT SALES	6,005.22	495.43	04/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3808	2019 - MURPHY USA MERCHANDISING	HOUSTON	78542		16835.98 FULFULLMENT SALES	34,305.03	2,830.16	05/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3856	2019 - MURPHY USA MERCHANDISING	HOUSTON	78543		5710.04 FULFULLMENT SALES	9,182.42	757.55	05/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3738	2019 - MURPHY USA MERCHANDISING	HOUSTON	78751		16151.32 FULFULLMENT SALES	30,572.68	2,522.25	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3854	2019 - MURPHY USA MERCHANDISING	HOUSTON	78752		6062.04 FULFULLMENT SALES	9,455.96	780.12	06/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3810	2019 - MURPHY USA MERCHANDISING	HOUSTON	78945		17074.93 FULFULLMENT SALES	32,689.00	2,696.84	07/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 3853	2019 - MURPHY USA MERCHANDISING	HOUSTON	78946		6338.14 FULFULLMENT SALES	9,559.37	788.65	07/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3814	2019 - MURPHY USA MERCHANDISING	HOUSTON	79137		16265.08 FULFULLMENT SALES	30,441.38	2,511.41	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3849	2019 - MURPHY USA MERCHANDISING	HOUSTON	79138		6769.1 FULFULLMENT SALES	10,814.34	892.18	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3820	2019 - MURPHY USA MERCHANDISING	HOUSTON	79374		14722.54 FULFULLMENT SALES	27,834.13	2,296.32	09/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3847	2019 - MURPHY USA MERCHANDISING	HOUSTON	79375		6857.38 FULFULLMENT SALES	11,486.25	947.62	10/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3789	2019 - MURPHY USA MERCHANDISING	HOUSTON				107.88	8.90	10/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3816	2019 - MURPHY USA MERCHANDISING	HOUSTON	79791		16985.17 FULFULLMENT SALES	29,994.01	2,474.51	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3855	2019 - MURPHY USA MERCHANDISING	HOUSTON	79792		6565.63 FULFULLMENT SALES	9,268.50	764.65	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3818	2019 - MURPHY USA MERCHANDISING	HOUSTON	79973		15484.56 FULFULLMENT SALES	28,347.67	2,338.68	12/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3850	2019 - MURPHY USA MERCHANDISING	HOUSTON	79974		6912.65 FULFULLMENT SALES	10,700.67	882.61	12/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3790	2200 - FIREHOUSE SUBS	HOUSTON	11262013			104.68	8.64	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3799	2200 - FIREHOUSE SUBS	HOUSTON	79793			18.97	1.57	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3926	2200 - FIREHOUSE SUBS	HOUSTON	79793		127 FULFULLMENT SALES	605.84	49.98	12/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3954	2200 - FIREHOUSE SUBS	HOUSTON	79975		15.05 FULFULLMENT SALES	15.05	1.24	12/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3935	51700 - RATTAN BISTRO	HOUSTON	78965			306.00	25.25	08/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3936	51700 - RATTAN BISTRO	HOUSTON	79622			306.00	25.25	10/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 3762	53600 - GOLDEN PANTRY FOOD STORES, INC.	HOUSTON				1,661.77	137.10	12/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$1,997,398.62	$164,785.47	Taxable Amount Forwarded to Exam Summary - Detail							

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/02/2015
TP#: [redacted]

EXAM: 400 TAXALBE FIXED ASSETS PURCHASES

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	45,551.23	0.06250	2,846.95
TOTAL AUTHORITY: STATE			$ 2,846.95
CITY			
0.0100000	45,551.23	0.01000	455.51
TOTAL AUTHORITY: CITY			$ 455.51
TRANSIT			
0.0100000	45,551.23	0.01000	455.51
TOTAL AUTHORITY: TRANSIT			$ 455.51
		TOTAL TAX ON EXAM 400	**$ 3,757.97**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 400 TAXALBE FIXED ASSETS PURCHASES

Hong Xu - 09/02/2015
TP#: [redacted]

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
4863H- 812	ATTASK, INC.	OOS	CK84271	LICENSE AND SUPPORT PACKAGE		15,750.00	1,299.38	08/01/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	124
4863H- 463	GRAPHIC SOLUTIONS GROUP, INC.	HOUSTON	4394806-00	96" SQUEEGEE SHARPNER		11,384.23	939.20	03/26/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 104	SUMMIT INTEGRATION SYSTEMS	HOUSTON	165579	SHARP LCD TV	OFFICE EQUIPMENT	11,609.00	957.74	03/21/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 103	SUMMIT INTEGRATION SYSTEMS	HOUSTON	165601	EPSON POWER LITE PROJECTOR	OFFICE EQUIPMENT	6,808.00	561.66	03/21/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
				Detail Exam Summary Total		$45,551.23	$3,757.98	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/04/2015
TP#: [redacted]

EXAM: 500 TAXABLE EXPENSE PURCHASES

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	394,959.00	0.06250	24,685.08
TOTAL AUTHORITY: STATE			$ 24,685.08
CITY			
0.0100000	314,325.30	0.01000	3,143.41
0.0112500	2,600.41	0.01125	29.26
0.0150000	9,072.20	0.01500	136.08
0.0200000	68,961.09	0.02000	1,379.22
TOTAL AUTHORITY: CITY			$ 4,687.97
TRANSIT			
0.0100000	314,325.30	0.01000	3,143.41
TOTAL AUTHORITY: TRANSIT			$ 3,143.41
COUNTY			
0.0050000	2,600.41	0.00500	12.99
TOTAL AUTHORITY: COUNTY			$ 12.99
SPD			
0.0050000	9,072.20	0.00500	45.36
TOTAL AUTHORITY: SPD			$ 45.36

TOTAL TAX ON EXAM 500 **$ 32,574.81**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 500 TAXABLE EXPENSE PURCHASES

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4721	2020EXHIBITS	HOUSTON	45993	NOMADIC FLEXCOUNTER S	BUSINESS PROMOTION	15,000.00	1,237.50	08/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4723	2020EXHIBITS	HOUSTON	56833	NOMADIC FLEXCOUNTER S	BUSINESS PROMOTION	8,207.00	677.06	02/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4943	808 INC.	HOUSTON	2185	COPYWRITING FOR POINTSMITH WESIT	OTHER CONSULTING	250.00	20.63	10/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5012	AC FOR LESS, INC.	HOUSTON	8252011	SIDE CAP TRIM, COMPLET GUTTER, D	O/S SVC-KATY BLDG	4,356.00	359.37	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5014	AC FOR LESS, INC.	HOUSTON	130186	QUARTERLY PREVENTIVE MAINTENANCE	O/S SVC-KATY BLDG	5,451.85	449.78	05/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5013	AC FOR LESS, INC.	HOUSTON	13688	QUARTERLY PREVENTIVE MAINTENANCE	O/S SVC-KATY BLDG	5,451.85	449.78	08/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4814	ARMBRUSTER ENTERPRISES, INC.	SAN ANTONIO		IMPRINTED CELLULOID BUTTON W/ FU		584.96	46 07	08/23/2010	Y	SANANT	CMEDIN	NONE	NONE	NONE	120
4863H- 4815	ARMBRUSTER ENTERPRISES, INC.	SAN ANTONIO		IMPRINTED V-BALL RT RETRACTABLE		562.84	44.32	08/31/2010	Y	SANANT	CMEDIN	NONE	NONE	NONE	120
4863H- 4816	ARMBRUSTER ENTERPRISES, INC.	SAN ANTONIO		IMPRINTED 11 ROUND RED LATEX BA"		316.51	24.93	10/19/2010	Y	SANANT	CMEDIN	NONE	NONE	NONE	120
4863H- 4715	ARMBRUSTER ENTERPRISES, INC.	SAN ANTONIO		IMPRINTED LIME GREEN 11 OOUNCE M	BUSINESS PROMOTION	375.60	29.58	10/24/2012	Y	SANANT	CMEDIN	NONE	NONE	NONE	
4863H- 4718	ARMBRUSTER ENTERPRISES, INC.	SAN ANTONIO		IMPRINTED LIME GREEN 11 OOUNCE M	BUSINESS PROMOTION	760.50	59.89	02/05/2013	Y	SANANT	CMEDIN	NONE	NONE	NONE	
4863H- 4959	ASIA SMART INC	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,677.00	220.85	08/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4960	ASIA SMART INC	OOS		PROTOTYPES SAMPLE	RULE 3.300	1,072.00	88.44	09/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4961	ASIA SMART INC	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,008.00	165.66	10/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4962	ASIA SMART INC	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,597.50	214.29	12/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4968	AUTOMATED MAILING SYSTEMS CORP.	DALLAS		SERVICE TICKET 8536	OFFICE SUPPLIES	1,396.50	115.21	11/07/2013	Y	DALLAS	NONE	MTADAL	NONE	NONE	
4863H- 5010	CISCO WEBEX, LLC	OOS	3646573	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	441.38	36.41	08/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5009	CISCO WEBEX, LLC	OOS	3702108	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	440.00	36.30	09/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5008	CISCO WEBEX, LLC	OOS	3761296	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	443.02	36.55	10/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5007	CISCO WEBEX, LLC	OOS	3818785	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	441.17	36.40	11/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5006	CISCO WEBEX, LLC	OOS	3877444	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	440.00	36.30	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5005	CISCO WEBEX, LLC	OOS	3934449	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	441.48	36.42	01/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5004	CISCO WEBEX, LLC	OOS	3995848	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	441.40	36.42	02/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5003	CISCO WEBEX, LLC	OOS	4058975	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	860.91	71.03	03/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5002	CISCO WEBEX, LLC	OOS	4120353	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	690.75	56.99	04/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5001	CISCO WEBEX, LLC	OOS	4184920	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	658.44	54.32	05/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5000	CISCO WEBEX, LLC	OOS	4244762	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	656.00	54.12	06/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4999	CISCO WEBEX, LLC	OOS	4309117	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	639.25	52.74	07/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4998	CISCO WEBEX, LLC	OOS	4378273	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	649.25	53.56	08/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4997	CISCO WEBEX, LLC	OOS	4439330	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	748.07	61.72	09/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4996	CISCO WEBEX, LLC	OOS	4502521	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	767.00	63.28	10/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4995	CISCO WEBEX, LLC	OOS	4573346	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	638.75	52.70	11/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4994	CISCO WEBEX, LLC	OOS	4634231	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	778.10	64.19	12/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4993	CISCO WEBEX, LLC	OOS	4692917	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	913.75	75.38	01/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4992	CISCO WEBEX, LLC	OOS	4755130	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	924.18	76.24	02/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4991	CISCO WEBEX, LLC	OOS	4812276	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	790.56	65.22	03/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4990	CISCO WEBEX, LLC	OOS	4867457	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,467.59	121.08	04/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4989	CISCO WEBEX, LLC	OOS	4922895	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,466.58	120.99	05/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4988	CISCO WEBEX, LLC	OOS	4974051	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	923.50	76.19	06/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4987	CISCO WEBEX, LLC	OOS	5025824	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	876.67	72.33	07/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4986	CISCO WEBEX, LLC	OOS	5075029	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	969.75	80.00	08/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4985	CISCO WEBEX, LLC	OOS	5124009	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	888.35	73.29	09/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4984	CISCO WEBEX, LLC	OOS	5171898	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,108.86	91.48	10/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4983	CISCO WEBEX, LLC	OOS	5225090	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,091.12	90.02	11/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4982	CISCO WEBEX, LLC	OOS	5278193	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,299.46	107.21	12/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4981	CISCO WEBEX, LLC	OOS	5320672	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,265.00	104.36	01/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4980	CISCO WEBEX, LLC	OOS	5369491	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,552.47	128.08	02/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4979	CISCO WEBEX, LLC	OOS	5415552	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,135.71	93.70	03/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4978	CISCO WEBEX, LLC	OOS	5464736	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,525.06	125.82	04/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4977	CISCO WEBEX, LLC	OOS	5510141	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	2,091.96	172.59	05/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 4976	CISCO WEBEX, LLC	OOS	5555330	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,690.41	139.46	06/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4975	CISCO WEBEX, LLC	OOS	5599204	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	2,428.59	200.36	07/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4974	CISCO WEBEX, LLC	OOS	5645710	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	2,071.64	170.91	08/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4973	CISCO WEBEX, LLC	OOS	5668984	CREDIT FOR XINET TRAINING CHARGE	COMPUTER SUPPORT	-611.50	-50.45	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4972	CISCO WEBEX, LLC	OOS	5688981	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,509.05	124.50	09/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4971	CISCO WEBEX, LLC	OOS	5734102	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,190.07	98.18	10/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4970	CISCO WEBEX, LLC	OOS	5779766	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,452.54	119.83	11/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4969	CISCO WEBEX, LLC	OOS	5825759	TOLL-FREE CALL-IN, INTERNET PHON	COMPUTER SUPPORT	1,593.45	131.46	12/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4728	CLIFFORD CUSTOM WELDING	HOUSTON	6793	BASES ADDED TO EXISTING STANDS	MAINTENANCE SUPPLIES	736.00	60.72	01/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4729	DURACO	OOS	6161111903	FINGERLIFT TISSUE TAPE	TRANSFER ADHESIVES	1,446.90	119.37	05/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4616	EFFECTIVE ENVIRONMENTAL	DALLAS	61557	COMPUTERS, TRANSPORTAIO N / TOTES		3,820.44	315.19	06/10/2011	Y	DALLAS	NONE	MTADAL	NONE	NONE	100
4863H- 4936	EMCOPRESS CORPORATION	HOUSTON	91087	9X12 CATALOG ENV PEEL-N-SEAL WIT	OFFICE SUPPLIES	478.50	39.48	06/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4939	EMCOPRESS CORPORATION	HOUSTON	92192	#10 ENVELOPES - NEW ARTWORK	OFFICE SUPPLIES	724.00	59.73	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4730	ENTERPRISE DISTRIBUTED TECHNOLOGIES	OOS	21590	COMPLETFTP PROFESSIONAL EDITION	COMPUTER SUPPLIES	1,499.00	123.67	11/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4797	FASTENERS FOR RETAIL, INC.	OOS	3403953	SUPER GRIP SIGN HOLDER AND HOOKS		1,203.60	99.30	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4920	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,229.60	101.44	10/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4921	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OPERATING SUPPLIES	1,229.60	101.44	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4922	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OPERATING SUPPLIES	1,233.63	101.77	03/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 500 TAXABLE EXPENSE PURCHASES

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4923	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OPERATING SUPPLIES	1,216.68	100.38	04/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4924	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,216.68	100.38	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4927	FERRA BISOMESS FORMS	HOUSTON		LASER INVOICES	OFFICE SUPPLIES	507.34	41.86	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4926	FERRA BISOMESS FORMS	HOUSTON		A/P LASER CHECKS	OFFICE SUPPLIES	1,125.40	92.85	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4925	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OPERATING SUPPLIES	1,216.68	100.38	09/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4928	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,216.68	100.38	10/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4929	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,216.68	100.38	05/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4930	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,216.68	100.38	07/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4931	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,216.68	100.38	09/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4932	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,216.68	100.38	10/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4933	FERRA BISOMESS FORMS	HOUSTON		A/P LASER CHECKS	OFFICE SUPPLIES	1,076.67	88.84	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4934	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,135.78	93.70	01/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4935	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,135.78	93.70	03/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4936	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	2,440.03	201.30	06/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4937	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT*	OFFICE SUPPLIES	1,219.70	100.63	10/03/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4731	FERRA BUSINESS FORMS INC.	HOUSTON		LASER FORM 14 BLANK W/ INTEGRATE*	OFFICE SUPPLIES	1,219.70	100.63	08/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4850	GRAPHIC SOLUTIONS GROUP, INC.	HOUSTON		HAND CLEANER TEX CHEM		30.93	2.55	08/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4849	GRAPHIC SOLUTIONS GROUP, INC.	HOUSTON		CHEMICAL PUMP		275.00	22.69	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	122
4863H- 4848	GRAPHIC SOLUTIONS GROUP, INC.	HOUSTON		CHEMICAL PUMP		1,404.78	115.89	11/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	122
4863H- 4869	GRAPHIC SOLUTIONS GROUP, INC.	HOUSTON		HAND CLEANER TEX CHEM		49.98	4.12	01/02/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4732	HERMAN PACKAGING CO., INC.	HOUSTON	33863	POI-241210HSC DW 24X12X10	OFFICE SUPPLIES	362.60	29.91	04/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4809	INX INC.	HOUSTON		EXECUTION EXCHANGE 2010 UPGRADE	COMPUTER SUPPLIES	6,400.00	528.00	09/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	121
4863H- 5011	JETBRAINS AMERICAS	OOS		RESHARPER C# COMMERCIAL NEW LICE		1,892.40	156.12	10/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 4944	KIWO INC	SEABROOK	13197	LASER ADJUSTMENT BOX	MAINTENANCE SUPPLIES	3,455.20	285.05	09/09/2010	Y	SEABRO	NONE	NONE	SCCSEA	NONE	
4863H- 4946	KIWO INC.	SEABROOK	17299	DATA INTERFACE LU156-50		5,131.52	423.35	08/03/2011	Y	SEABRO	NONE	NONE	SCCSEA	NONE	
4863H- 4947	KIWO INC.	SEABROOK	17304	BEARING 10024434		242.74	20.03	08/03/2011	Y	SEABRO	NONE	NONE	SCCSEA	NONE	
4863H- 4945	KIWO INC.	SEABROOK	23960	BEARING 10024434	REPAIR SUPPL-SCR ROOM	242.74	20.03	12/27/2012	Y	SEABRO	NONE	NONE	SCCSEA	NONE	
4863H- 4808	KOMAR ALLIANCE	OOS	24019856	BT-69 STAR NYLON WHITE 16 OZ	OPERATING SUPPLIES	1,182.44	97.55	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4618	LAZ'S MAID SERVICE	HOUSTON	20100831	SHAMPOO CARPET		275.00	22.69	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	101
4863H- 4617	LESTER MCPETERS	CYPRESS	4284	DISPOSAL DRUM		98.00	8.09	08/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	100
4863H- 4827	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	29949	3 DRILL BLOCKS",OPERATING SUPPLI		138.00	11.39	10/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4834	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	30412	3 DRILL BLOCKS		300.50	24.79	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4833	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	30489	BULB AND SPRING		129.23	10.66	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4831	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	32114	BULB, 1/4 DRILL BIT AND ETC.".".	PURCHASE OF TPP	605.78	49.98	07/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4830	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	32217	MAGNETIC CLAMP PAD AND 1/2 RAD	PURCHASE OF TPP	437.00	36.05	08/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4829	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	32351	5/8 RAD. DIE".",120"	PURCHASE OF TPP	226.00	18.65	08/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4828	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	32735	3 WOOD DRILL BLOCKS",OPERATING S		59.50	4.91	10/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4832	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	30565	1/8 DRILL BIT",MAINTENANCE SUPPL		114.00	9.41	12/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4847	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	33954	WHITE PAD COMPUND AND PAD BRUSH		155.60	12.84	04/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4844	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34173	BRILL BIT	MAINTENANCE SUPPLIES	117.50	9.69	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4845	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34175	WHITE PAD COMPUND		135.10	11.15	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4846	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34221	WHITE PAD COMPUND	OPERATING SUPPLIES	209.60	17.29	05/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4843	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34307	3 DRILL BLOCK",OPERATING SUPPLIE		210.75	17.38	05/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4842	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34814	SHEET SEPARATOR AND ETC.	MAINTENANCE SUPPLIES	318.40	26.27	08/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4841	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	34875	ROUND KNIFE, FLAT KNIFE AND ETC.	MAINTENANCE SUPPLIES	186.10	15.35	08/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4840	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	35284	3 DRILL BLOCK AND WOOD DRILL BL"	PURCHASE OF TPP	233.00	19.22	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4839	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	35338	1/2 RAD. KNIFE",REPR SUPPL-CHALL		610.00	50.33	10/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
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ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
4863H- 4838	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	35697	1/4 DRILL BIT AND ETC	PURCHASE OF TPP	289.80	23.91	12/20/2012	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4837	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	36757	WHITE PAD COMPUND	MAINTENANCE SUPPLIES	81.50	6.72	06/06/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4835	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	37395	WHITE PAD COMPUND	OFFICE SUPPLIES	78.60	6.48	09/24/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4836	LITHO SUPPLY & SERVICE CO., INC.	HOUSTON	37426	WHITE PAD COMPUND	OFFICE SUPPLIES	53.10	4.38	09/26/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4733	LOBUE'S RUBBER STAMP CO.	HOUSTON	583385	SHINY PLAIN SELF INKER	OFFICE SUPPLIES	918.75	75.80	08/16/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5023	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		MONTHLY ELECTRICAL RENTAL	O/S SVC-BRITTMOORE BLDG	1,170.00	96.53	08/06/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5024	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		RENTAL DELIVERY	O/S SVC-KATY BLDG	125.00	10.31	08/25/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5025	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE - AIR FIL	O/S SVC-KATY BLDG	1,044.24	86.15	09/02/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5026	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		REPAIR UNITS DURING MAINTENANCE	O/S SVC-KATY BLDG	2,355.75	194.35	09/21/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5027	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE - AIR FIL	O/S SVC-KATY BLDG	1,044.24	86.15	01/10/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5028	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE - AIR FIL	O/S SVC-KATY BLDG	1,058.46	87.32	04/29/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5029	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE - AIR FIL	O/S SVC-KATY BLDG	1,044.24	86.15	07/28/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5030	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE - AIR FIL	O/S SVC-KATY BLDG	1,144.50	94.42	10/19/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5031	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		FLOAT DRAIN CHANGE OUT	O/S SVC-KATY BLDG	243.08	20.05	11/18/2011	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5032	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE - AIR FIL	O/S SVC-KATY BLDG	1,144.50	94.42	02/16/2012	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5033	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE	O/S SVC-KATY BLDG	942.29	77.74	06/20/2012	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5034	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE	O/S SVC-KATY BLDG	1,144.50	94.42	06/26/2012	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5035	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE	O/S SVC-KATY BLDG	1,144.50	94.42	09/28/2012	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5036	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		INSTALLATION	O/S SVC-KATY BLDG	4,096.59	337.97	03/15/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5037	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE	O/S SVC-KATY BLDG	1,167.58	96.33	03/22/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5038	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		INSTALLATION	O/S SVC-KATY BLDG	904.66	74.63	04/30/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5039	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE	O/S SVC-KATY BLDG	1,216.18	100.33	07/08/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5040	MCKENZIE COMPRESSED AIR SOLUTIONS	HOUSTON		SCHEDULED MAINTENANCE		1,158.50	95.58	08/31/2013	Y HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4807	MCMASTER - CARR	OOS	62071024	SWITCH, APRON, PADLOCK, TUBING A		737.44	60.84	08/06/2010	Y HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
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ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4806	MCMASTER - CARR	OOS	65115847	CRUSH-RESISTANT CHEMICAL HOSE		159.42	13.15	09/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4804	MCMASTER - CARR	OOS	67546586	DANGER SIGN, LIGHT BULB		457.46	37.74	10/11/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4805	MCMASTER - CARR	OOS	67697132	GUARD, L LABEL - DANGER		146.29	12.07	10/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4803	MCMASTER - CARR	OOS	68628328	HAZARDOUS VOLTA FIBERGLASS PANEL AIR		209.17	17.26	10/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4802	MCMASTER - CARR	OOS	69246309	FILTER AND ELECTRICAL PLUG		182.66	15.07	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4801	MCMASTER - CARR	OOS	71407679	LOCKOUT, LIGHT B ELECTRIC HAIR DRYER,		342.28	28.24	11/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4800	MCMASTER - CARR	OOS	73401430	MARKING TAP VULCAN CASTER AND		326.99	26.98	12/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4754	MCMASTER - CARR	OOS	73917180	UTILITY KNIFE BALL VALVE		92.97	7.67	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4755	MCMASTER - CARR	OOS	74129839	LOCKOUT, LIQUID SAMPL TOW STRAP, PLASTIC		165.65	13.67	01/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4756	MCMASTER - CARR	OOS	74407540	DIPPER, PAINT PLASTIC		353.14	29.13	01/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4757	MCMASTER - CARR	OOS	74826949	SWITCH OPERATOR, TOW STR ELECTRONIC		184.29	15.20	01/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4758	MCMASTER - CARR	OOS	76313177	CALIPER, WATER BOTTLE BATTERY,		103.41	8.53	01/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4759	MCMASTER - CARR	OOS	80858682	RUBBER CAP AND SPADE TE HOOK SHANK		57.98	4.78	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4760	MCMASTER - CARR	OOS	82551105	JOGSAW BLADE CAP SCREW,		277.53	22.90	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4761	MCMASTER - CARR	OOS	84475870	LOCKNUT, WIRE AND TRA AIR FILTER AND		110.94	9.15	05/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4763	MCMASTER - CARR	OOS	87721762	DRAWER CABINET WATER FILTER,		56.07	4.63	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4762	MCMASTER - CARR	OOS	88238887	FLAT WASHER AND ET PRESSURE-		70.25	5.80	06/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4764	MCMASTER - CARR	OOS	89724542	WASHER HOSE GARDEN HOSE		103.22	8.52	07/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4766	MCMASTER - CARR	OOS	89943830	HOLDER, GARDEN HOSE THREADED HANDLE, CLEAR PVC TUBIN		295.79	24.40	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 4765	MCMASTER - CARR	OOS	90766801	BATTERY		886.96	73.17	07/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4767	MCMASTER - CARR	OOS	93947945	FILTER, CABLE PROTECTOR, CLEAR PVC TUBING, FOOD		153.88	12.70	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4770	MCMASTER - CARR	OOS	97157884	AIR FILTER, SCREW AND ALUMNIMUM		136.18	11.23	10/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4768	MCMASTER - CARR	OOS	97975060	TUBE FITTING, HEX SET, SCISSOR,		205.51	16.95	10/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4769	MCMASTER - CARR	OOS	98532541	MOLD-RELEASE LUBRICANT		242.68	20.02	10/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4771	MCMASTER - CARR	OOS	98904669	AIR FILTER		143.33	11.82	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4772	MCMASTER - CARR	OOS	99496989	BLADES FOR UTILITY KNIVES AND CA		119.72	9.88	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4773	MCMASTER - CARR	OOS	10775873	RETRACTING AIR AND WATER HOSE		174.50	14.40	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4799	MCMASTER - CARR	OOS	19843215	AIR FILTER ROLL AND ETC.		130.00	10.73	03/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4798	MCMASTER - CARR	OOS	23303561	SOBENT, AIR AND WATER HOSE & CL		209.75	17.30	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4796	MCMASTER - CARR	OOS	25104296	CORDLESS DRILL		283.42	23.38	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4794	MCMASTER - CARR	OOS	27635959	MOLD-RELEASE LUBRICANT AND ETC.	MAINTENANCE SUPPLIES	315.85	26.06	05/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4795	MCMASTER - CARR	OOS	27975340	AIR FILTER AND FLASHLIGHT	MAINTENANCE SUPPLIES	320.41	26.43	05/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4793	MCMASTER - CARR	OOS	31353469	SPLIT RIVET, EXTENSION	MAINTENANCE SUPPLIES	129.73	10.70	07/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4791	MCMASTER - CARR	OOS	33508367	CORD AND MACHINE SCREW, O-RING AND SPLIT	MAINTENANCE SUPPLIES	91.95	7.59	08/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4792	MCMASTER - CARR	OOS	34037650	MOLD-RELEASE LUBRICANT	O/S SVC-KLUGE THERMAL	259.46	21.41	08/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4790	MCMASTER - CARR	OOS	36023149	VALVE AND DUCT HOSE FOR AIR	MAINTENANCE SUPPLIES	170.50	14.07	09/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4788	MCMASTER - CARR	OOS	39995487	ANTISLIP FLOOR SIGN AND ETC.	MAINTENANCE SUPPLIES	455.97	37.62	10/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4789	MCMASTER - CARR	OOS	38398060	FUSE, ROLLER CHAIN AND DRAW LATC	MAINTENANCE SUPPLIES	139.94	11.55	10/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4787	MCMASTER - CARR	OOS	41029949	CLEAR WET AND DRY FOOD HOSE	MAINTENANCE SUPPLIES	78.13	6.45	11/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4785	MCMASTER - CARR	OOS	42725111	COOLING FAN, ADJUSTABLE HANDLE	REPR SUPPL-SAK 5	311.03	25.66	12/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4786	MCMASTER - CARR	OOS	41920521	SCREWS	MAINTENANCE SUPPLIES	198.58	16.38	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4784	MCMASTER - CARR	OOS	45261661	CASTER, WORK GLOVE AND O-RING		183.31	15.12	01/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4783	MCMASTER - CARR	OOS	45681971	VACUUM, FUSE, CASTER AND ETC.		664.00	54.78	02/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4782	MCMASTER - CARR	OOS	47904405	RIGID GREASE GUN NOZZLE, STORAGE		230.56	19.02	03/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4780	MCMASTER - CARR	OOS	50218120	APRON, BOLLARD AND ETC.	SAFTEY SUPPLIES & MAINTENANCE SU	1,081.82	89.25	04/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4781	MCMASTER - CARR	OOS	50500371	BELT BARRIER AND TAPE	SAFETY SUPPLIES	227.81	18.79	04/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4779	MCMASTER - CARR	OOS	53988901	WORK GLOVE		254.06	20.96	06/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4778	MCMASTER - CARR	OOS	56151945	RIVET, SPADE, SWITCH		106.69	8.80	07/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4777	MCMASTER - CARR	OOS	58752031	OPERATOR AN FUSE, SCRAPER, SWITCH	MAINTENANCE SUPPLIES	387.45	31.96	08/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4776	MCMASTER - CARR	OOS	65202295	OPERATOR A ANCHOR SHACKLE, AIR		318.20	26.25	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4775	MCMASTER - CARR	OOS	67736789	FILTER AND H STRIPED MARKING TAPE		67.10	5.54	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4774	MCMASTER - CARR	OOS	67783728	HUMIDIFIER		1,102.69	90.97	12/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4825	MILESTONE AV TECHNOLOGIES	OOS	90429598	CPU ENCLOSURE	POINTVISION HARDWARE	134.18	11.07	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4826	MILESTONE AV TECHNOLOGIES	OOS	90430817	POLE IN-WALL BOX, OUTLET PWR		227.59	18.78	02/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4824	MILESTONE AV TECHNOLOGIES	OOS	90497135	COND & E MINI RPA, FIXED PIPE 6		214.49	17.70	06/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4966	MONOTYPE IMAGING	OOS		HELVETICA COM ROMAN AND ETC.	COMPUTER SUPPLIES	3,773.21	311.29	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4967	MONOTYPE IMAGING	OOS		INTERSTATE COMPLET	COMPUTER SUPPLIES	3,494.57	288.30	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4965	MONOTYPE IMAGING	OOS		FAMILY PACK A UNIVERS COM VOLUME AND ETC.	COMPUTER SUPPLIES	4,166.77	343.76	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5022	NAZDAR CONSULTING SERVICES	OOS	793518	CALDERA SOFTWARE & UPGRADES		4,285.00	353.51	05/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4818	OLMSTED - KIRK PAPER COMPANY	HOUSTON	748102	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	475.95	39.27	08/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4819	OLMSTED - KIRK PAPER COMPANY	HOUSTON	752270	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	363.00	29.95	09/02/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4820	OLMSTED - KIRK PAPER COMPANY	HOUSTON	757345	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	450.15	37.14	09/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4821	OLMSTED - KIRK PAPER COMPANY	HOUSTON	757346	HAMMERMILL LASTER PRINT 24T	OFFICE SUPPLIES	326.98	26.98	09/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4822	OLMSTED - KIRK PAPER COMPANY	HOUSTON	763848	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	399.30	32.94	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4823	OLMSTED - KIRK PAPER COMPANY	HOUSTON	771280	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	435.60	35.94	11/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4919	OLMSTED - KIRK PAPER COMPANY	HOUSTON	777765	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	450.60	37.17	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4916	OLMSTED - KIRK PAPER COMPANY	HOUSTON	782638	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	488.15	40.27	01/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4917	OLMSTED - KIRK PAPER COMPANY	HOUSTON	785040	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	361.70	29.84	01/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4918	OLMSTED - KIRK PAPER COMPANY	HOUSTON	785416	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	120.00	9.90	01/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4915	OLMSTED - KIRK PAPER COMPANY	HOUSTON	789872	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	450.60	37.17	02/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4913	OLMSTED - KIRK PAPER COMPANY	HOUSTON	797091	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	435.60	35.94	03/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4914	OLMSTED - KIRK PAPER COMPANY	HOUSTON	800391	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	865.00	71.36	03/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4912	OLMSTED - KIRK PAPER COMPANY	HOUSTON	805177	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	280.00	23.10	04/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4911	OLMSTED - KIRK PAPER COMPANY	HOUSTON	809087	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	05/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4909	OLMSTED - KIRK PAPER COMPANY	HOUSTON	818086	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	680.00	56.10	06/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4910	OLMSTED - KIRK PAPER COMPANY	HOUSTON	820857	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	295.00	24.34	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4908	OLMSTED - KIRK PAPER COMPANY	HOUSTON	826292	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	914.60	75.45	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4907	OLMSTED - KIRK PAPER COMPANY	HOUSTON	831693	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	08/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4906	OLMSTED - KIRK PAPER COMPANY	HOUSTON	839683	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	615.00	50.74	09/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4905	OLMSTED - KIRK PAPER COMPANY	HOUSTON	847599	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	680.00	56.10	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4904	OLMSTED - KIRK PAPER COMPANY	HOUSTON	853421	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	540.00	44.55	11/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4903	OLMSTED - KIRK PAPER COMPANY	HOUSTON	858789	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	12/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4901	OLMSTED - KIRK PAPER COMPANY	HOUSTON	864706	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	550.00	45.38	01/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4902	OLMSTED - KIRK PAPER COMPANY	HOUSTON	871132	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	615.00	50.74	01/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4897	OLMSTED - KIRK PAPER COMPANY	HOUSTON	872179	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	210.00	17.33	02/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4898	OLMSTED - KIRK PAPER COMPANY	HOUSTON	876556	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4899	OLMSTED - KIRK PAPER COMPANY	HOUSTON	876804	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	575.00	47.44	02/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4900	OLMSTED - KIRK PAPER COMPANY	HOUSTON	876804	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	-65.00	-5.36	03/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4896	OLMSTED - KIRK PAPER COMPANY	HOUSTON	881791	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	466.15	38.46	03/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4895	OLMSTED - KIRK PAPER COMPANY	HOUSTON	888351	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	1,012.55	83.54	04/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4894	OLMSTED - KIRK PAPER COMPANY	HOUSTON	895375	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	05/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123

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4863H- 4893	OLMSTED - KIRK PAPER COMPANY	HOUSTON	901052	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4891	OLMSTED - KIRK PAPER COMPANY	HOUSTON	907062	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	540.00	44.55	07/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4892	OLMSTED - KIRK PAPER COMPANY	HOUSTON	911942	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	750.00	61.88	07/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4890	OLMSTED - KIRK PAPER COMPANY	HOUSTON	918781	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	08/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4888	OLMSTED - KIRK PAPER COMPANY	HOUSTON	928489	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	707.30	58.35	10/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4889	OLMSTED - KIRK PAPER COMPANY	HOUSTON	930507	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	200.00	16.50	10/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4886	OLMSTED - KIRK PAPER COMPANY	HOUSTON	934391	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	11/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4887	OLMSTED - KIRK PAPER COMPANY	HOUSTON	936045	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	120.00	9.90	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4884	OLMSTED - KIRK PAPER COMPANY	HOUSTON	941690	HAMMERMILL LASER PRINT 24T	OFFICE SUPPLIES	455.00	37.54	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4883	OLMSTED - KIRK PAPER COMPANY	HOUSTON	947252	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	01/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4882	OLMSTED - KIRK PAPER COMPANY	HOUSTON	953545	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	562.56	46.41	02/05/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4880	OLMSTED - KIRK PAPER COMPANY	HOUSTON	962277	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	656.15	54.13	03/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4881	OLMSTED - KIRK PAPER COMPANY	HOUSTON	962278	HAMMERMILL LASER PRINT 24T	OFFICE SUPPLIES	455.00	37.54	03/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4879	OLMSTED - KIRK PAPER COMPANY	HOUSTON	968152	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	466.15	38.46	04/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4878	OLMSTED - KIRK PAPER COMPANY	HOUSTON	975148	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	420.00	34.65	05/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4875	OLMSTED - KIRK PAPER COMPANY	HOUSTON	979875	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	456.28	37.64	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4876	OLMSTED - KIRK PAPER COMPANY	HOUSTON	980111	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	46 15	3.81	06/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4877	OLMSTED - KIRK PAPER COMPANY	HOUSTON	982733	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	880.00	72.60	06/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4874	OLMSTED - KIRK PAPER COMPANY	HOUSTON	990211	HAMMERMILL TIDAL MP 20T & LASER	OFFICE SUPPLIES	680.00	56.10	07/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4873	OLMSTED - KIRK PAPER COMPANY	HOUSTON	997625	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	105.00	8.66	09/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4872	OLMSTED - KIRK PAPER COMPANY	HOUSTON	1001496	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	210.00	17.33	09/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4871	OLMSTED - KIRK PAPER COMPANY	HOUSTON	1005756	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	176.28	14.54	10/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4870	OLMSTED - KIRK PAPER COMPANY	HOUSTON	1015938	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	350.00	28.88	11/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4885	OLMSTED - KIRK PAPER COMPANY	HOUSTON	941993	HAMMERMILL TIDAL MP 20T	OFFICE SUPPLIES	490.00	40.43	12/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	123
4863H- 4641	PACKAGING BROKERS OF TEXAS	STAFFORD	10975	FOAM CUPS		78.16	6.45	08/12/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4642	PACKAGING BROKERS OF TEXAS	STAFFORD	11016	KITCHEN ROLL TOWEL & BLEACHED RO		622.95	51.39	08/27/2010	Y	STAFFO	NONE	NONE	NONE	NONE	

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4863H- 4640	PACKAGING BROKERS OF TEXAS	STAFFORD	10980	HANDS-FREE SOAP, HAND SANITIZER		1,649.76	136.11	08/30/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4643	PACKAGING BROKERS OF TEXAS	STAFFORD	11035	AA BATERIES, TOILET BOWL CLEANER		513.09	42.33	09/02/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4644	PACKAGING BROKERS OF TEXAS	STAFFORD	11059	TOILET TISSUE		213.00	17.57	09/13/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4645	PACKAGING BROKERS OF TEXAS	STAFFORD	11068	HDUTY HAND CLEANER		148.64	12.26	09/14/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4646	PACKAGING BROKERS OF TEXAS	STAFFORD	11098	TOILET TISSUE		497.00	41.00	09/29/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4647	PACKAGING BROKERS OF TEXAS	STAFFORD	11116	KITCHEN ROLL TOWEL		423.75	34.96	10/05/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4648	PACKAGING BROKERS OF TEXAS	STAFFORD	11175	TOILET TISSUE		426.00	35.15	10/26/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4649	PACKAGING BROKERS OF TEXAS	STAFFORD	11200	KITCHEN ROLL TOWEL		423.75	34.96	11/05/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4650	PACKAGING BROKERS OF TEXAS	STAFFORD	11220	TOILET TISSUE AND ETC.		801.10	66.09	11/16/2010	Y	STAFFO	NONE	NONE	NONE	NONE	109
4863H- 4651	PACKAGING BROKERS OF TEXAS	STAFFORD	11264	KITCHEN ROLL TOWEL		423.75	34.96	12/02/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4688	PACKAGING BROKERS OF TEXAS	STAFFORD	11277	DUPONT GRANITE & MARBLE CLEANER		1,784.43	147.22	12/17/2010	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4687	PACKAGING BROKERS OF TEXAS	STAFFORD	11411	TOILET TISSUE		426.00	35.15	02/09/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4685	PACKAGING BROKERS OF TEXAS	STAFFORD	11426	KITCHEN ROLL TOWEL AND		498.07	41.09	02/14/2011	Y	STAFFO	NONE	NONE	NONE	NONE	116
4863H- 4686	PACKAGING BROKERS OF TEXAS	STAFFORD	11432	HDUTY HAN BLEACHED ROLL TOWEL AND FOAM CUP		277.36	22.88	02/17/2011	Y	STAFFO	NONE	NONE	NONE	NONE	117
4863H- 4683	PACKAGING BROKERS OF TEXAS	STAFFORD	11449	KITCHEN ROLL TOWEL AND CAN LINER		551.13	45.47	02/23/2011	Y	STAFFO	NONE	NONE	NONE	NONE	115
4863H- 4684	PACKAGING BROKERS OF TEXAS	STAFFORD	11455	HDUTY HAND CLEANER		148.64	12.26	02/24/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4682	PACKAGING BROKERS OF TEXAS	STAFFORD	11470	DISINFECTANT SPRAY AND ETC.		314.27	25.93	03/07/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4680	PACKAGING BROKERS OF TEXAS	STAFFORD	11485	BATTERY AND TOILET TISSUE		555.90	45.86	03/14/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4681	PACKAGING BROKERS OF TEXAS	STAFFORD	11510	HAND SANITIZER AND CAN LINER		450.48	37.16	03/17/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4679	PACKAGING BROKERS OF TEXAS	STAFFORD	11537	TOILET TISSUE AND KITCHEN ROLL T		655.35	54.07	03/28/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4678	PACKAGING BROKERS OF TEXAS	STAFFORD	11561	HAND SANITIZER		4,728.00	390.06	04/07/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4676	PACKAGING BROKERS OF TEXAS	STAFFORD	11575	HAND SANITIZER		6,599.50	544.46	04/12/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4677	PACKAGING BROKERS OF TEXAS	STAFFORD	11587	TOILET TISSUE		617.60	50.95	04/14/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4675	PACKAGING BROKERS OF TEXAS	STAFFORD	11603	KITCHEN ROLL TOWEL		423.75	34.96	04/21/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4674	PACKAGING BROKERS OF TEXAS	STAFFORD	11624	ROLL TOWEL, CAN LINER AND ETC.		779.85	64.34	04/28/2011	Y	STAFFO	NONE	NONE	NONE	NONE	

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4863H- 4673	PACKAGING BROKERS OF TEXAS	STAFFORD	11661	KITCHEN ROLL TOWEL		423.75	34.96	05/17/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4671	PACKAGING BROKERS OF TEXAS	STAFFORD	11685	FOAM CUPS		97.70	8.06	05/25/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4672	PACKAGING BROKERS OF TEXAS	STAFFORD	11693	WAXED PAPER LINERS. CAN LINER &		1,090.94	90.00	05/27/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4670	PACKAGING BROKERS OF TEXAS	STAFFORD	11746	CAN LINER, BLEACHED ROLL TOWEL A		874.21	72.12	06/22/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4668	PACKAGING BROKERS OF TEXAS	STAFFORD	11789	KITCHEN ROLL TOWEL AND ETC.		1,168.73	96.42	07/11/2011	Y	STAFFO	NONE	NONE	NONE	NONE	114
4863H- 4669	PACKAGING BROKERS OF TEXAS	STAFFORD	11795	DISHWASHING LIQUID		52.54	4.33	07/14/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4667	PACKAGING BROKERS OF TEXAS	STAFFORD	11805	FOAM CUPS		97.70	8.06	07/18/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4664	PACKAGING BROKERS OF TEXAS	STAFFORD	11844	CAN LINER AND ETC.		779.53	64.31	08/01/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4665	PACKAGING BROKERS OF TEXAS	STAFFORD	11847	HDUTY HAND CLEANER		222.96	18.39	08/01/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4666	PACKAGING BROKERS OF TEXAS	STAFFORD	11857	HUSKY UTILITY KNIFE BLADES & KIT		483.21	39.86	08/04/2011	Y	STAFFO	NONE	NONE	NONE	NONE	113
4863H- 4663	PACKAGING BROKERS OF TEXAS	STAFFORD	11892	CAN LINER AND TOILET TISSUE		915.14	75.50	08/16/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4662	PACKAGING BROKERS OF TEXAS	STAFFORD	11956	AA BATERIES		59.68	4.92	09/09/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4660	PACKAGING BROKERS OF TEXAS	STAFFORD	11966	BLEACHED ROLL TOWEL & ETC.		998.65	82.39	09/12/2011	Y	STAFFO	NONE	NONE	NONE	NONE	112
4863H- 4661	PACKAGING BROKERS OF TEXAS	STAFFORD	11976	TOILET TISSUE		660.00	54.45	09/16/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4659	PACKAGING BROKERS OF TEXAS	STAFFORD	12011	SOAP DISPENSER		109.70	9.05	09/27/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4658	PACKAGING BROKERS OF TEXAS	STAFFORD	12033	CLEANING SUPPLIES		622.95	51.39	10/06/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4657	PACKAGING BROKERS OF TEXAS	STAFFORD	12046	FLODING FLOOR SIGN		46.62	3.85	10/18/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4656	PACKAGING BROKERS OF TEXAS	STAFFORD	12081	CLEANING SUPPLIES		1,692.92	139.67	10/25/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4654	PACKAGING BROKERS OF TEXAS	STAFFORD	12109	KITCHEN ROLL TOWEL		423.75	34.96	11/07/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4655	PACKAGING BROKERS OF TEXAS	STAFFORD	12117	30X36 CAN LINER,. 65 MIL, WHITE		166.46	13.73	11/09/2011	Y	STAFFO	NONE	NONE	NONE	NONE	111
4863H- 4653	PACKAGING BROKERS OF TEXAS	STAFFORD	12117	30X36 CAN LINER,. 65 MIL., WHITE		176.46	14.56	11/09/2011	Y	STAFFO	NONE	NONE	NONE	NONE	110
4863H- 4652	PACKAGING BROKERS OF TEXAS	STAFFORD	12166	HDUTY HAND CLEANER		297.28	24.53	11/28/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4621	PACKAGING BROKERS OF TEXAS	STAFFORD	12230	KITCHEN ROLL TOWEL & TOILET TISS		964.15	79.54	12/20/2011	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4619	PACKAGING BROKERS OF TEXAS	STAFFORD	12293	30X36 CAN LINER,. 65 MIL., WHITE		212.01	17.49	01/17/2012	Y	STAFFO	NONE	NONE	NONE	NONE	102
4863H- 4620	PACKAGING BROKERS OF TEXAS	STAFFORD	12309	AERO INSTANT HAND SANITIZER, 1LT		1,280.50	105.64	01/19/2012	Y	STAFFO	NONE	NONE	NONE	NONE	

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4863H- 4622	PACKAGING BROKERS OF TEXAS	STAFFORD	12328	KITCHEN ROLL TOWEL & TOILET TISS		964.15	79.54	01/26/2012	Y	STAFFO	NONE	NONE	NONE	NONE	103
4863H- 4623	PACKAGING BROKERS OF TEXAS	STAFFORD	12376	30X36 CAN LINER,. 65 MIL.. WHITE		127.38	10.51	02/14/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4624	PACKAGING BROKERS OF TEXAS	STAFFORD	12417	KITCHEN ROLL TOWEL, TOILET TISSU		1,261.69	104.09	02/28/2012	Y	STAFFO	NONE	NONE	NONE	NONE	104
4863H- 4625	PACKAGING BROKERS OF TEXAS	STAFFORD	12502	KITCHEN TOWEL & BATTERY		551.55	45.50	03/26/2012	Y	STAFFO	NONE	NONE	NONE	NONE	105
4863H- 4626	PACKAGING BROKERS OF TEXAS	STAFFORD	12595	KITCHEN ROLL TOWEL, TOILET TISSU		1,656.89	136.69	04/25/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4627	PACKAGING BROKERS OF TEXAS	STAFFORD	12665	FOAM CUPS		1,171.52	96.65	05/18/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4628	PACKAGING BROKERS OF TEXAS	STAFFORD	12681	KITCHEN TOWEL		386.25	31.87	05/24/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4629	PACKAGING BROKERS OF TEXAS	STAFFORD	12698	CLEANING SUPPLIES		1,272.74	105.00	06/01/2012	Y	STAFFO	NONE	NONE	NONE	NONE	106
4863H- 4630	PACKAGING BROKERS OF TEXAS	STAFFORD	12795	FOAM CUPS		156.32	12.90	06/28/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4632	PACKAGING BROKERS OF TEXAS	STAFFORD	12830	KITCHEN ROLL TOWEL		386.25	31.87	07/09/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4631	PACKAGING BROKERS OF TEXAS	STAFFORD	12860	KITCHEN ROLL TOWEL, TOILET TISSU		1,268.06	104.61	07/19/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4633	PACKAGING BROKERS OF TEXAS	STAFFORD	12969	KITCHEN ROLL TOWEL		386.25	31.87	08/24/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4634	PACKAGING BROKERS OF TEXAS	STAFFORD	12964	CLEANING SUPPLIES		944.18	77.89	08/29/2012	Y	STAFFO	NONE	NONE	NONE	NONE	107
4863H- 4636	PACKAGING BROKERS OF TEXAS	STAFFORD	13037	CLEANING SUPPLIES		336.96	27.80	09/13/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4635	PACKAGING BROKERS OF TEXAS	STAFFORD	13042	BLEACHED ROLL TOWEL & TOILET TIS		287.20	23.69	09/14/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4637	PACKAGING BROKERS OF TEXAS	STAFFORD	13087	KITCHEN ROLL TOWEL		386.25	31.87	09/25/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4714	PACKAGING BROKERS OF TEXAS	STAFFORD	13184	BLEACHED ROLL TOWEL AND ETC.		604.55	49.88	10/24/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4638	PACKAGING BROKERS OF TEXAS	STAFFORD	13165	TOILET TISSUE		540.40	44.58	10/27/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4639	PACKAGING BROKERS OF TEXAS	STAFFORD	13268	CLEANING SUPPLIES		1,013.43	83.61	11/16/2012	Y	STAFFO	NONE	NONE	NONE	NONE	108
4863H- 4713	PACKAGING BROKERS OF TEXAS	STAFFORD	13306	FOAM CUPS		78.16	6.45	12/04/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4712	PACKAGING BROKERS OF TEXAS	STAFFORD	13334	BATTERY		178.20	14.70	12/14/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4711	PACKAGING BROKERS OF TEXAS	STAFFORD	13373	KITCHEN ROLL TOWEL		386.25	31.87	12/19/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4710	PACKAGING BROKERS OF TEXAS	STAFFORD	13397	TOILET TISSUE AND ETC.		800.24	66.02	12/28/2012	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4709	PACKAGING BROKERS OF TEXAS	STAFFORD	13472	BATTERY		177.88	14.68	01/17/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4708	PACKAGING BROKERS OF TEXAS	STAFFORD	13490	TOILET TISSUE AND ETC.		1,169.66	96.50	01/23/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4707	PACKAGING BROKERS OF TEXAS	STAFFORD	13514	LYSOL DISINFECTIANT SPRAY		167.92	13.85	01/30/2013	Y	STAFFO	NONE	NONE	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 500 TAXABLE EXPENSE PURCHASES

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4705	PACKAGING BROKERS OF TEXAS	STAFFORD	13560	TOILET TISSUE AND ETC.		736.89	60.79	02/13/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4706	PACKAGING BROKERS OF TEXAS	STAFFORD	13583	FOAM CUPS		78.16	6.45	02/18/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4704	PACKAGING BROKERS OF TEXAS	STAFFORD	13664	KITCHEN ROLL TOWEL AND ETC.		1,359.70	112.18	03/12/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4703	PACKAGING BROKERS OF TEXAS	STAFFORD	13765	KITCHEN ROLL TOWEL AND ETC.		1,233.51	101.76	04/08/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4702	PACKAGING BROKERS OF TEXAS	STAFFORD	13856	KITCHEN ROLL TOWEL AND ETC.		1,217.40	100.44	05/02/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4701	PACKAGING BROKERS OF TEXAS	STAFFORD	13935	BLEACHED ROLL TOWEL AND ETC.		727.54	60.02	05/23/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4700	PACKAGING BROKERS OF TEXAS	STAFFORD	13990	KITCHEN ROLL TOWEL		386.25	31.87	06/11/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4699	PACKAGING BROKERS OF TEXAS	STAFFORD	14038	BLEACHED ROLL TOWEL AND ETC.		814.70	67.21	06/24/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4698	PACKAGING BROKERS OF TEXAS	STAFFORD	14057	FOAM CUPS		78.16	6.45	07/01/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4697	PACKAGING BROKERS OF TEXAS	STAFFORD	14130	BLEACHED ROLL TOWEL AND ETC.		1,577.63	130.15	07/19/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4691	PACKAGING BROKERS OF TEXAS	STAFFORD	14233	FOAM CUPS		78.16	6.45	08/12/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4695	PACKAGING BROKERS OF TEXAS	STAFFORD	14272	BLEACHED ROLL TOWEL AND ETC.		1,147.88	94.70	08/21/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4696	PACKAGING BROKERS OF TEXAS	STAFFORD	14282	KITCHEN ROLL TOWEL AND LOTION SO		544.65	44.93	08/23/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4694	PACKAGING BROKERS OF TEXAS	STAFFORD	14303	DUPONT GRANITE & MARBLE CLEANER		71.58	5.91	08/29/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4693	PACKAGING BROKERS OF TEXAS	STAFFORD	14349	RAID ANT & ROACH KILLER		152.50	12.58	09/11/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4692	PACKAGING BROKERS OF TEXAS	STAFFORD	14381	KITCHEN ROLL TOWEL AND ETC.		1,416.85	116.89	09/17/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4690	PACKAGING BROKERS OF TEXAS	STAFFORD	14435	TOILET TISSUE		308.80	25.48	10/02/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4689	PACKAGING BROKERS OF TEXAS	STAFFORD	14529	BLEACHED ROLL TOWEL AND ETC.		905.06	74.67	10/23/2013	Y	STAFFO	NONE	NONE	NONE	NONE	
4863H- 4717	PARAMOUNT PRINTING, LLC	ROSENBERG	38007	RED SHIRTS	BUSINESS PROMOTION	516.50	42.61	01/02/2013	Y	ROSENB	NONE	NONE	NONE	NONE	
4863H- 4817	PRINTABLE TECHNOLOGIES	OOS		SINGLE SIGN - ON LICENSE ANNUAL M		11,970.00	987.53	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	121
4863H- 4722	PSAV PRESENTATION SERVICES	OOS	1000345221	46 PLASMA SCREEN AND CABLE	BUSINESS PROMOTION	394.07	32.51	03/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4724	RELIANT ENERGY	HOUSTON	1240027304451	ELECTRICITY	METER #771261- BRITMOORE LOCATION	12,092.12	997.60	06/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	125

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4725	RELIANT ENERGY	HOUSTON	1650021799052	ELECTRICITY	METER #771261-BRITMOORE LOCATION	10,256.33	846.15	09/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	125
4863H- 4726	RELIANT ENERGY	HOUSTON	1230027265349	ELECTRICITY	METER #771261-BRITMOORE LOCATION	7,882.94	650.34	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	125
4863H- 4727	RELIANT ENERGY	HOUSTON	1240027304451	ELECTRICITY	METER #771261-BRITMOORE LOCATION	3,857.07	318.21	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	125
4863H- 5015	SAV-ON FENCE	HOUSTON		O/S SVC-KATY BLDG		800.00	66.00	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5016	SAV-ON FENCE	HOUSTON		O/S SVC-KATY BLDG		700.00	57.75	05/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5017	SAV-ON FENCE	HOUSTON	971	TO REPAIR GATE TRACK AS REQUESTE	O/S SVC-KATY BLDG	350.00	28.88	08/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5018	SAV-ON FENCE	HOUSTON	970	SERVICE CALL TO TROUBLE SHOOT GA	O/S SVC-KATY BLDG	800.00	66.00	08/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5019	SAV-ON FENCE	HOUSTON		O/S SVC-KATY BLDG		1,050.00	86.63	09/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4812	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		3 BLADE FRONT ROLLER & REAR RO",		355.56	29.33	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4813	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		FRONT ROLLER & REAR ROLLER		134.73	11.12	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4811	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER	PACKING MATERIALS	1,050.00	86.63	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4810	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		TENSION SWITCH SPRING, MICOR SWI		107.09	8.83	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4855	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MODEL L CUTTERS		49.00	4.04	01/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4853	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER AND ET		716.50	59.11	03/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4854	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		1/2X9000-275 MG PP STRAP WH		200.08	16.51	03/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4852	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		700.00	57.75	03/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4851	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		1/2X9000-275 MG PP STRAP WH		200.08	16.51	04/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4860	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		4 CASTERS FOR TAPE MACHINE		201.79	16.65	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4859	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		DISP. ADJ. BREAK		151.50	12.50	05/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4858	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		700.00	57.75	10/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4857	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		ELECTRIC GUM TAPE DISPENSER	OTHER SHIPPING SUPPLIES	820.00	67.65	10/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4856	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		ELECTRIC GUM TAPE DISPENSER	OTHER SHIPPING SUPPLIES	820.00	67.65	11/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4867	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MODEL L CUTTERS		44.85	3.70	02/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4864	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		ATOL 1900 BATTERY		188.00	15.51	08/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4865	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		700.00	57.75	08/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4866	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		350.00	28.88	08/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4863	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANUAL GUM TAPE DISPENSER		350.00	28.88	08/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4862	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		3 BLADE FOR MSD32-10122-0		422.07	34.82	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4861	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		MANY PARTS FOR STAPLERS		425.87	35.13	11/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 4868	SEVEN STAR PACKAGING & SUPPLY	HOUSTON		ATOL 1900 BATTERY		188.00	15.51	12/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	120
4863H- 5020	SHUTTERSTOCK IMAGES LLC	OOS		1-YEAR STANDARD LICENSE	OFFICE SUPPLIES	2,559.00	211.12	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5021	SHUTTERSTOCK IMAGES LLC	OOS	8368429	1-YEAR STANDARD LICENSE	OFFICE SUPPLIES	2,559.00	211.12	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4963	SONNY J. KNIGH	OOS		OFFICE SUPPLIES		1,565.00	129.11	01/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4964	SONNY J. KNIGH	OOS		OFFICE SUPPLIES		645.00	53.21	01/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4950	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	960.25	79.22	03/01/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4951	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	321.73	26.54	03/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4952	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	92.62	7.64	03/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4953	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	79.70	6.58	03/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4954	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,221.32	183.26	05/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4955	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	1,553.60	128.17	05/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4956	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	2,373.00	195.77	06/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4957	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	1,660.00	138.60	06/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4958	SONNY J. KNIGH	OOS		PROTOTYPES SAMPLE	RULE 3.300	600.00	49.50	06/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4720	TEXAS ART SUPPLY	HOUSTON		SUPER BLACK MOUNTING BOARD	BUSINESS PROMOTION	179.00	14.77	01/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4941	THE M & R COMPANIES	OOS	642967	REPLACEMENT FE LAMP 6KW		1,716.00	141.57	02/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4942	THE M & R COMPANIES	OOS	643326	COMP SPRING & BLANKET REPLACEMEN		3,785.68	312.32	02/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4940	THE M & R COMPANIES	OOS	648826	TEMPERATURE CONTROLLER OMRON	OPERATING SUPPLIES	1,005.15	82.92	04/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4949	THE M & R COMPANIES	OOS	695882	BALL BEARING UNIT		866.76	71.51	08/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 4948	THE M & R COMPANIES	OOS	698452	SCREW TERMINAL. MOTOR STARTER PR		659.55	54.41	08/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4719	TRADEMARKS	HOUSTON	158309	PENS	BUSINESS PROMOTION	3,008.04	248.16	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4716	ULINE	OOS	47132806	5X5X5 CUBE BOX 25/1800	BUSINESS PROMOTION	28.44	2.35	10/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4748	ULINE	OOS	48757049	MLR#4 & MLR#0	OTHER SHIPPING SUPPLIES	266.33	21.97	01/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4749	ULINE	OOS	48815102	17X21 KRAFT STAY FLAT 50/ CT		641.50	52.92	01/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4750	ULINE	OOS	48876915	5X5X5 CUBE BOXES		91.27	7.53	01/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4752	ULINE	OOS	49033313	10.5X16 ULINE SS BUBBLE MLR#5		507.45	41.86	02/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4753	ULINE	OOS	49099097	4X4 4MIL RECLOSABLE BAG 1M/CT		207.87	17.15	02/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4751	ULINE	OOS	49435316	6X4 MIL RECLOSABLE BAG 1M/CT	OTHER SHIPPING SUPPLIES	35.62	2.94	02/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4747	ULINE	OOS	49682071	6X6X6 CUBE BOX 25/1800	OFFICE SUPPLIES	40.50	3.34	03/07/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4745	ULINE	OOS	49763066	6X10 ULINE SS PADDED MLR #0		224.50	18.52	03/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4746	ULINE	OOS	49821204	9.5X14.5 ULINE SS BBL MLR #4	OTHER SHIPPING SUPPLIES	1,450.00	119.63	03/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4743	ULINE	OOS	49893872	3.5X4.75X2 RIGID SETUP BX 50/CT		340.00	28.05	03/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4744	ULINE	OOS	49922285	ALCOHOL PREP PADS 200/BOX		69.79	5.76	03/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4742	ULINE	OOS	50245860	8.5X14.5 ULINE SS BBL MLR#3		188.15	15.52	04/04/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4741	ULINE	OOS	51346564	10.5X16 ULINE SS BUBBLE MLR#5		597.15	49.26	05/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4739	ULINE	OOS	51530951	ALCOHOL PREP PADS 200/BOX		366.60	30.24	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4740	ULINE	OOS	51535360	5X10 ULINE SS BUBBLE MLR #00		164.46	13.57	06/06/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4738	ULINE	OOS	51790862	9.5 X 14.5 ULINE SS BBL MLR #4		226.94	18.72	06/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4735	ULINE	OOS	52113660	9.5 X 14.5 ULINE SS BBL MLR #4		264.00	21.78	07/08/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4736	ULINE	OOS	55827867	17X21 KRAFT STAY FLAT 50/ CT		449.50	37.08	07/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4737	ULINE	OOS	52204339	8.5X12 ULINE SS BUBBLE MAILER #2		224.90	18.55	07/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 4734	ULINE	OOS	53412483	10.5 X16 BUBBLE MAILER		1,295.00	106.84	09/09/2013	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
				Detail Exam Summary Total		$394,959.00	$32,574.52	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/02/2015
TP#: [redacted]

EXAM: 600 DISALLOWED DEDUCTION - UNKNOWN CUSTOMER PRIOR TO 2013

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	206,702.05	0.06250	12,918.86
TOTAL AUTHORITY: STATE			$ 12,918.86
CITY			
0.0100000	206,702.05	0.01000	2,067.10
TOTAL AUTHORITY: CITY			$ 2,067.10
TRANSIT			
0.0100000	206,702.05	0.01000	2,067.10
TOTAL AUTHORITY: TRANSIT			$ 2,067.10
		TOTAL TAX ON EXAM 600	**$ 17,053.06**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 600 DISALLOWED DEDUCTION - UNKNOWN CUSTOMER PRIOR TO 2013

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 981	UNKNOWN	HOUSTON	69207	CITI CARDS - BRIAN STERN		35.15	2.90	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 967	UNKNOWN	HOUSTON	69337	MARK THEOBALD P.O. 4700002610		1,958.90	161.61	08/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 982	UNKNOWN	HOUSTON	69362	TAMARA BURKHOLDER PO # 47000		577.60	47.65	08/06/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 985	UNKNOWN	HOUSTON	69422	TAMARA BURKHOLDER PO # 47000		1,500.95	123.83	08/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 983	UNKNOWN	HOUSTON	69428	MARK THEOBALD P.O. 4700002610		813.28	67.10	08/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 986	UNKNOWN	HOUSTON	69429	TAMARA BURKHOLDER PO # 47000		1,507.72	124.39	08/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 984	UNKNOWN	HOUSTON	69418	RAED SALAH CITIGROUP		1,231.86	101.63	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 980	UNKNOWN	HOUSTON	69446	CITI CARDS - BRIAN STERN		35.15	2.90	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 994	UNKNOWN	HOUSTON	69620	MARK THEOBALD P.O. 4700002610		1,959.85	161.69	09/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 990	UNKNOWN	HOUSTON	69645	TAMARA BURKHOLDER PO # 47000		577.60	47.65	09/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 991	UNKNOWN	HOUSTON	69696	TAMARA BURKHOLDER PO # 47000		860.22	70.97	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 989	UNKNOWN	HOUSTON	69703	MARK THEOBALD P.O. 4700002610		421.65	34.79	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 992	UNKNOWN	HOUSTON	69704	TAMARA BURKHOLDER PO # 47000		957.16	78.97	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 993	UNKNOWN	HOUSTON	69177	RAED SALAH CITIGROUP		1,525.73	125.87	09/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 988	UNKNOWN	HOUSTON	69722	CITI CARDS - BRIAN STERN		55.10	4.55	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 995	UNKNOWN	HOUSTON	70007	CITI CARDS - BRIAN STERN		-55.10	-4.55	09/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 998	UNKNOWN	HOUSTON	69692	RAED SALAH CITIGROUP		499.74	41.23	10/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1001	UNKNOWN	HOUSTON	69698	MARK THEOBALD P.O. 4700002610		1,959.85	161.69	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 999	UNKNOWN	HOUSTON	69923	TAMARA BURKHOLDER PO # 47000		577.60	47.65	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 997	UNKNOWN	HOUSTON	69958	TAMARA BURKHOLDER PO # 47000		326.83	26.96	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1000	UNKNOWN	HOUSTON	69964	MARK THEOBALD P.O. 4700002610		1,491.12	123.02	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 996	UNKNOWN	HOUSTON	69965	TAMARA BURKHOLDER PO # 47000		325.16	26.83	10/08/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1002	UNKNOWN	HOUSTON	70258	CITI CARDS - BRIAN STERN		7,000.00	577.50	10/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1007	UNKNOWN	HOUSTON	70148	MARK THEOBALD P.O. 4700002610		1,959.85	161.69	11/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1004	UNKNOWN	HOUSTON	70169	TAMARA BURKHOLDER PO # 47000		577.60	47.65	11/04/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1005	UNKNOWN	HOUSTON	70219	TAMARA BURKHOLDER PO # 47000		662.39	54.65	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1006	UNKNOWN	HOUSTON	70226	MARK THEOBALD P.O. 4700002610		1,191.17	98.27	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1003	UNKNOWN	HOUSTON	70227	TAMARA BURKHOLDER PO # 47000		384.88	31.75	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1008	UNKNOWN	HOUSTON	70335	CITI CARDS - BRIAN STERN		26,000.00	2,145.00	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1009	UNKNOWN	HOUSTON	70244	CITI CARDS - BRIAN STERN		110.20	9.09	12/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1013	UNKNOWN	HOUSTON	70371	MARK THEOBALD P.O. 4700002610		2,062.45	170.15	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1011	UNKNOWN	HOUSTON	70393	TAMARA BURKHOLDER PO # 47000		685.90	56.59	12/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1010	UNKNOWN	HOUSTON	70436	TAMARA BURKHOLDER PO # 47000		620.43	51.19	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1014	UNKNOWN	HOUSTON	70440	MARK THEOBALD P.O. 4700002610		3,167.72	261.34	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1012	UNKNOWN	HOUSTON	70441	TAMARA BURKHOLDER PO # 47000		914.66	75.46	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1021	UNKNOWN	HOUSTON	70929	CITI CARDS - BRIAN STERN		35.15	2.90	01/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1022	UNKNOWN	HOUSTON	70933	CITI CARDS - BRIAN STERN		-35.15	-2.90	01/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1019	UNKNOWN	HOUSTON	70806	CITI CARDS - BRIAN STERN		3,636.99	300.05	01/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1018	UNKNOWN	HOUSTON	70627	MARK THEOBALD P.O. 4700002610		2,067.20	170.54	01/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1015	UNKNOWN	HOUSTON	70650	TAMARA BURKHOLDER PO # 47000		724.85	59.80	01/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1016	UNKNOWN	HOUSTON	70660	TAMARA BURKHOLDER PO # 47000		840.68	69.36	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1020	UNKNOWN	HOUSTON	70667	MARK THEOBALD P.O. 4700002610		4,134.37	341.09	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1017	UNKNOWN	HOUSTON	70668	TAMARA BURKHOLDER PO # 47000		1,869.25	154.21	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1023	UNKNOWN	HOUSTON	70685	CITI CARDS - BRIAN STERN		35.15	2.90	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1030	UNKNOWN	HOUSTON	70822	ALISON EHNES SHELL CANADA L		19,760.59	1,630.25	02/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1028	UNKNOWN	HOUSTON	70839	MARK THEOBALD P.O 4700003355		2,047.25	168.90	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1026	UNKNOWN	HOUSTON	70864	TAMARA BURKHOLDER PO # 47000		724.85	59.80	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1025	UNKNOWN	HOUSTON	70905	TAMARA BURKHOLDER PO # 47000		352.19	29.06	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1029	UNKNOWN	HOUSTON	70910	MARK THEOBALD P.O. 4700003355		2,749.51	226.83	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1027	UNKNOWN	HOUSTON	70911	TAMARA BURKHOLDER PO # 47000		1,134.89	93.63	02/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1024	UNKNOWN	HOUSTON	70996	ALISON EHNES SHELL CANADA L		310.00	25.58	02/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1034	UNKNOWN	HOUSTON	71085	MARK THEOBALD P.O. 4700003355		2,047.25	168.90	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1032	UNKNOWN	HOUSTON	71110	TAMARA BURKHOLDER PO # 47000		694.45	57.29	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1035	UNKNOWN	HOUSTON	71141	MARK THEOBALD P.O. 4700003355		3,110.26	256.60	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1031	UNKNOWN	HOUSTON	71142	TAMARA BURKHOLDER PO # 47000		601.60	49.63	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1033	UNKNOWN	HOUSTON	71388	CITI CARDS - BRIAN STERN		1,890.00	155.93	03/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1040	UNKNOWN	HOUSTON	71135	TAMARA BURKHOLDER PO # 47000		821.86	67.80	04/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1037	UNKNOWN	HOUSTON	71322	TAMARA BURKHOLDER PO # 47000		313.64	25.88	04/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1041	UNKNOWN	HOUSTON	71269	MARK THEOBALD P.O. 4700003355		874.95	72.18	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1039	UNKNOWN	HOUSTON	71295	TAMARA BURKHOLDER PO # 47000		734.35	60.58	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1038	UNKNOWN	HOUSTON	71330	MARK THEOBALD P.O. 4700003355		532.75	43.95	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1042	UNKNOWN	HOUSTON	71331	TAMARA BURKHOLDER PO # 47000		902.26	74.44	04/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1043	UNKNOWN	HOUSTON	71464	CITI CARDS - BRIAN STERN		10,400.00	858.00	04/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1036	UNKNOWN	HOUSTON	71151	CITI CARDS - BRIAN STERN		32.52	2.68	04/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1047	UNKNOWN	HOUSTON	71488	MARK THEOBALD P.O. 4700003355		874.95	72.18	05/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1046	UNKNOWN	HOUSTON	71524	TAMARA BURKHOLDER PO # 47000		724.85	59.80	05/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 600 DISALLOWED DEDUCTION - UNKNOWN CUSTOMER PRIOR TO 2013

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1044	UNKNOWN	HOUSTON	71345	CITI CARDS - BRIAN STERN		24.70	2.04	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1049	UNKNOWN	HOUSTON	71567	TAMARA BURKHOLDER PO # 47000		1,379.62	113.82	05/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1045	UNKNOWN	HOUSTON	71574	MARK THEOBALD P.O. 4700003355		403.01	33.25	05/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1048	UNKNOWN	HOUSTON	71575	TAMARA BURKHOLDER PO # 47000		1,183.60	97.65	05/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1057	UNKNOWN	HOUSTON	71732	ALISON EHNES SHELL CANADA L		2,188.20	180.53	06/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1051	UNKNOWN	HOUSTON	71593	CITI CARDS - BRIAN STERN		24.70	2.04	06/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1056	UNKNOWN	HOUSTON	71758	MARK THEOBALD P.O. 4700003355		586.15	48.36	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1053	UNKNOWN	HOUSTON	71783	TAMARA BURKHOLDER PO # 47000		477.85	39.42	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1055	UNKNOWN	HOUSTON	71819	TAMARA BURKHOLDER PO # 47000		571.49	47.15	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1054	UNKNOWN	HOUSTON	71827	MARK THEOBALD P.O. 4700003355		562.36	46.39	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1052	UNKNOWN	HOUSTON	71828	TAMARA BURKHOLDER PO # 47000		201.93	16.66	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1050	UNKNOWN	HOUSTON	71847	MARK THEOBALD P.O. 4700003355		12.68	1.05	06/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1060	UNKNOWN	HOUSTON	72143	CITI CARDS - BRIAN STERN		15,357.68	1,267.03	06/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1061	UNKNOWN	HOUSTON	72152	CITI CARDS - BRIAN STERN		-15,357.68	-1,267.03	06/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1058	UNKNOWN	HOUSTON	71903	ALISON EHNES SHELL CANADA L		9,798.86	808.41	06/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1059	UNKNOWN	HOUSTON	72153	CITI CARDS - BRIAN STERN		10,400.00	858.00	06/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1063	UNKNOWN	HOUSTON	71980	MARK THEOBALD P.O. 4700003355		481.65	39.74	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1062	UNKNOWN	HOUSTON	72005	TAMARA BURKHOLDER PO # 47000		418.00	34.49	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1065	UNKNOWN	HOUSTON	72043	TAMARA BURKHOLDER PO # 47000		796.73	65.73	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1066	UNKNOWN	HOUSTON	72050	MARK THEOBALD P.O. 4700003355		1,665.84	137.43	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1064	UNKNOWN	HOUSTON	72051	TAMARA BURKHOLDER PO # 47000		782.87	64.59	07/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1071	UNKNOWN	HOUSTON	72215	ALISON EHNES SHELL CANADA L		3,945.00	325.46	08/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 600 DISALLOWED DEDUCTION - UNKNOWN CUSTOMER PRIOR TO 2013

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1068	UNKNOWN	HOUSTON	72255	TAMARA BURKHOLDER PO # 47000		600.40	49.53	08/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1070	UNKNOWN	HOUSTON	72297	TAMARA BURKHOLDER PO # 47000		1,635.92	134.95	08/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1069	UNKNOWN	HOUSTON	72304	TAMARA BURKHOLDER PO # 47000		1,458.21	120.30	08/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1067	UNKNOWN	HOUSTON	72320	CITI CARDS - BRIAN STERN		23.75	1.96	08/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1075	UNKNOWN	HOUSTON	72303	MARK THEOBALD P.O. 4700003355		1,164.86	96.10	09/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1074	UNKNOWN	HOUSTON	72465	MARK THEOBALD P.O. 4700003355		481.65	39.74	09/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1072	UNKNOWN	HOUSTON	72490	TAMARA BURKHOLDER PO # 47000		447.45	36.91	09/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1079	UNKNOWN	HOUSTON	72500	ALISON EHNES SHELL CANADA L		2,923.66	241.20	09/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1077	UNKNOWN	HOUSTON	72523	TAMARA BURKHOLDER PO # 47000		1,464.29	120.80	09/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1078	UNKNOWN	HOUSTON	72530	MARK THEOBALD P.O. 4700003355		1,475.40	121.72	09/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1076	UNKNOWN	HOUSTON	72531	TAMARA BURKHOLDER PO # 47000		1,218.50	100.53	09/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1073	UNKNOWN	HOUSTON	72230	MARK THEOBALD P.O. 4700003355		481.65	39.74	09/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1080	UNKNOWN	HOUSTON	72547	CITI CARDS - BRIAN STERN		24.70	2.04	10/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1082	UNKNOWN	HOUSTON	72680	MARK THEOBALD P.O. 4700003355		556.70	45.93	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1081	UNKNOWN	HOUSTON	72706	TAMARA BURKHOLDER PO # 47000		427.50	35.27	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1083	UNKNOWN	HOUSTON	73074	CITI CARDS - BRIAN STERN		10,400.00	858.00	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1084	UNKNOWN	HOUSTON	72784	CITI CARDS - BRIAN STERN		39.90	3.29	11/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1085	UNKNOWN	HOUSTON	72762	TAMARA BURKHOLDER PO # 47000		1,073.86	88.59	11/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1087	UNKNOWN	HOUSTON	72767	MARK THEOBALD P.O. 4700003355		1,174.24	96.87	11/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1086	UNKNOWN	HOUSTON	72768	TAMARA BURKHOLDER PO # 47000		1,126.70	92.95	11/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1088	UNKNOWN	HOUSTON	72997	CITI CARDS - BRIAN STERN		39.90	3.29	12/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1095	UNKNOWN	HOUSTON	73145	MARK THEOBALD P.O. 4700003355		457.90	37.78	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 600 DISALLOWED DEDUCTION - UNKNOWN CUSTOMER PRIOR TO 2013

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 1092	UNKNOWN	HOUSTON	73170	TAMARA BURKHOLDER PO # 47000		409.45	33.78	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1097	UNKNOWN	HOUSTON	73195	TAMARA BURKHOLDER PO # 47000		534.59	44.10	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1098	UNKNOWN	HOUSTON	73197	MARK THEOBALD P.O. 4700003355		740.22	61.07	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1090	UNKNOWN	HOUSTON	73206	TAMARA BURKHOLDER PO # 47000		327.70	27.04	12/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1094	UNKNOWN	HOUSTON	72923	MARK THEOBALD P.O. 4700003355		457.90	37.78	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1093	UNKNOWN	HOUSTON	72948	TAMARA BURKHOLDER PO # 47000		428.45	35.35	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1091	UNKNOWN	HOUSTON	72976	TAMARA BURKHOLDER PO # 47000		355.77	29.35	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1099	UNKNOWN	HOUSTON	72981	MARK THEOBALD P.O. 4700003355		746.53	61.60	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1096	UNKNOWN	HOUSTON	72982	TAMARA BURKHOLDER PO # 47000		472.50	38.98	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1089	UNKNOWN	HOUSTON	73221	CITI CARDS - BRIAN STERN		39.90	3.29	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1102	UNKNOWN	HOUSTON	73374	MARK THEOBALD P.O. 4700003355		457.90	37.78	01/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1101	UNKNOWN	HOUSTON	73399	TAMARA BURKHOLDER PO # 47000		354.35	29.23	01/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1103	UNKNOWN	HOUSTON	73427	MARK THEOBALD P.O. 4700003355		490.88	40.50	01/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1100	UNKNOWN	HOUSTON	73458	MARK THEOBALD P.O. 4700003355		26.54	2.19	01/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1104	UNKNOWN	HOUSTON	73425	TAMARA BURKHOLDER PO # 47000		851.50	70.25	01/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1105	UNKNOWN	HOUSTON	73434	TAMARA BURKHOLDER PO # 47000		1,271.71	104.92	01/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1106	UNKNOWN	HOUSTON	73449	CITI CARDS - BRIAN STERN		39.90	3.29	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1107	UNKNOWN	HOUSTON	73540			325.85	26.88	02/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1108	UNKNOWN	HOUSTON	73565			1,041.47	85.92	02/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1109	UNKNOWN	HOUSTON	73571			3,096.01	255.42	02/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1110	UNKNOWN	HOUSTON	73630			-8.29	-0.68	02/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1111	UNKNOWN	HOUSTON	73585			39.90	3.29	03/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1113	UNKNOWN	HOUSTON	69983	CITI CARDS - BRIAN STERN		55.10	4.55	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1112	UNKNOWN	HOUSTON	72328	CITI CARDS - BRIAN STERN		55.10	4.55	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 1114	UNKNOWN	HOUSTON	75790			64.81	5.35	06/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
				Detail Exam Summary Total		$206,702.05	$17,052.99	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:
AUDITOR USED NON-TAXABLE SALES REPORT(S) TO EXAMINATE THE DEDUCTION FOR PERIOD PRIOR TO 2013. WITHIN THE NON-TAXABLE SALES REPORT(S), AUDITOR FOUND SOME SALES DO NOT HAVE CUSTOMER INFORMATION AND TAXPAYER CANNOT PROVIDE SUPPORT TO PROVE THEY ARE NON-TAXABLE SALES. AS SUCH, THEY ARE SCHEDULED AS EXAM 600.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
EXAM SUMMARY - DETAIL

Hong Xu - 09/08/2015
TP#: [redacted]

EXAM: 610 DISALLOWED DEDUCTION - PRIOR TO 2013

	Taxable Amount (1)	Tax Rate	Tax Adjustment (2)
STATE			
0.0625000	3,319,247.49	0.06250	207,453.13
TOTAL AUTHORITY: STATE			$ 207,453.13
CITY			
0.0100000	3,319,247.49	0.01000	33,192.45
TOTAL AUTHORITY: CITY			$ 33,192.45
TRANSIT			
0.0100000	3,319,247.49	0.01000	33,192.45
TOTAL AUTHORITY: TRANSIT			$ 33,192.45
		TOTAL TAX ON EXAM 610	**$ 273,838.03**

Total Tax Adjustment for each Authority forwarded to Tax Adjustment Summary.

(1) Taxable Amounts for each tax rate are totaled and forwarded from the Detail Report.

(2) Tax Adjustment equals Taxable Amount times Tax Rate. Tax Adjustment amounts are reflected on a summary level and may vary due to rounding. Actual Tax Adjustments are calculated and applied on a report period basis.

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 610 DISALLOWED DEDUCTION - PRIOR TO 2013

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5234	AFC/POPEYES SUPPORT CENTER	HOUSTON	69604	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,046.30	168.82	08/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5215	AFC/POPEYES SUPPORT CENTER	HOUSTON	70013	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	3,109.35	256.52	10/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5224	AFC/POPEYES SUPPORT CENTER	HOUSTON	70142	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,564.05	211.53	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5217	AFC/POPEYES SUPPORT CENTER	HOUSTON	70362	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,803.45	231.28	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5221	AFC/POPEYES SUPPORT CENTER	HOUSTON	70605	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,636.25	217.49	12/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5220	AFC/POPEYES SUPPORT CENTER	HOUSTON	70827	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,704.65	223.13	01/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5222	AFC/POPEYES SUPPORT CENTER	HOUSTON	71045	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,602.05	214.67	02/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5226	AFC/POPEYES SUPPORT CENTER	HOUSTON	71265	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,359.80	194.68	03/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5232	AFC/POPEYES SUPPORT CENTER	HOUSTON	71492	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,147.00	177.13	04/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5320	AFC/POPEYES SUPPORT CENTER	HOUSTON	71471	AFC/POPEYES SUPPORT CENTER		73.07	6.03	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5237	AFC/POPEYES SUPPORT CENTER	HOUSTON	72006	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	1,898.10	156.59	06/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5268	AFC/POPEYES SUPPORT CENTER	HOUSTON	72074	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	656.34	54.15	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5231	AFC/POPEYES SUPPORT CENTER	HOUSTON	72226	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,161.25	178.30	07/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5248	AFC/POPEYES SUPPORT CENTER	HOUSTON	72322	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	1,443.75	119.11	07/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5230	AFC/POPEYES SUPPORT CENTER	HOUSTON	72461	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,164.10	178.54	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5253	AFC/POPEYES SUPPORT CENTER	HOUSTON	72549	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	1,231.18	101.57	08/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5223	AFC/POPEYES SUPPORT CENTER	HOUSTON	72668	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	2,567.85	211.85	10/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5250	AFC/POPEYES SUPPORT CENTER	HOUSTON	72786	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	1,329.58	109.69	10/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5246	AFC/POPEYES SUPPORT CENTER	HOUSTON	72999	AFC/POPEYES SUPPORT CENTER	1459.14 FULFILLMENT CHARGES	1,484.14	122.44	11/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5247	AFC/POPEYES SUPPORT CENTER	HOUSTON	73229	AFC/POPEYES SUPPORT CENTER	1355.35 FULFILLMENT CHARGES	1,469.35	121.22	12/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5209	AFC/POPEYES SUPPORT CENTER	HOUSTON	73369	AFC/POPEYES SUPPORT CENTER	FULFILLMENT	3,544.45	292.42	01/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5229	AFC/POPEYES SUPPORT CENTER	HOUSTON	73452	AFC/POPEYES SUPPORT CENTER	2197.86 FULFILLMENT CHARGES	2,227.86	183.80	01/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5290	AFC/POPEYES SUPPORT CENTER	HOUSTON	75175			225.66	18.62	01/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5205	AFC/POPEYES SUPPORT CENTER	HOUSTON	73513		FULFILLMENT	3,749.65	309.35	02/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5238	AFC/POPEYES SUPPORT CENTER	HOUSTON	73587		FULFILLMENT	1,867.06	154.03	03/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5340	AFC/POPEYES SUPPORT CENTER	HOUSTON	75358			6.82	0.56	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5261	AFC/POPEYES SUPPORT CENTER	HOUSTON	75543		578.48 FULFILLMENT CHARGES	817.48	67.44	04/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5255	AFC/POPEYES SUPPORT CENTER	HOUSTON	75791		421.72 FULFILLMENT CHARGES	1,169.44	96.48	05/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5212	AFC/POPEYES SUPPORT CENTER	HOUSTON	75927		FULFILLMENT	3,301.25	272.35	06/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5257	AFC/POPEYES SUPPORT CENTER	HOUSTON	76004		742.86 FULFILLMENT CHARGES	937.86	77.37	06/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5146	AFC/POPEYES SUPPORT CENTER	HOUSTON	76145			7,700.18	635.26	06/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5271	AFC/POPEYES SUPPORT CENTER	HOUSTON	76275		305.51 FULFILLMENT CHARGES	515.51	42.53	07/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5287	AFC/POPEYES SUPPORT CENTER	HOUSTON	76328			665.60	54.91	07/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5157	AFC/POPEYES SUPPORT CENTER	HOUSTON	76335			6,450.19	532.14	07/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5286	AFC/POPEYES SUPPORT CENTER	HOUSTON	76492		177.65 FULFILLMENT CHARGES	327.65	27.03	08/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5284	AFC/POPEYES SUPPORT CENTER	HOUSTON	76715		FULFILLMENT	355.12	29.30	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5211	AFC/POPEYES SUPPORT CENTER	HOUSTON	76786			3,328.98	274.64	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5198	AFC/POPEYES SUPPORT CENTER	HOUSTON	76875			4,136.53	341.26	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5288	AFC/POPEYES SUPPORT CENTER	HOUSTON	76935		FULFILLMENT	285.46	23.55	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5325	AFC/POPEYES SUPPORT CENTER	HOUSTON	77071			65.30	5.39	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5269	AFC/POPEYES SUPPORT CENTER	HOUSTON	77108		595.7 FULFILLMENT CHARGES	619.70	51.13	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5145	AFC/POPEYES SUPPORT CENTER	HOUSTON	77206		FULFILLMENT	7,769.80	642.66	11/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5273	AFC/POPEYES SUPPORT CENTER	HOUSTON	77207		FULFILLMENT	474.44	39.14	11/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5326	AFC/POPEYES SUPPORT CENTER	HOUSTON	77268			62.60	5.16	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5154	AFC/POPEYES SUPPORT CENTER	HOUSTON	77285		FULFILLMENT	6,779.85	559.34	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5331	AFC/POPEYES SUPPORT CENTER	HOUSTON	77287		FULFILLMENT	46.23	3.81	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 610 DISALLOWED DEDUCTION - PRIOR TO 2013

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5275	AFC/POPEYES SUPPORT CENTER	HOUSTON	77461			420.00	34.65	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5242	AFC/POPEYES SUPPORT CENTER	HOUSTON	77482		1704.81 FULFILLMENT CHARGES	1,713.81	141.39	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5308	C.SAW MARKETING GROUP, INC.	HOUSTON	72550	C.SAW MARKETING GROUP, INC.	FULFILLMENT	146.86	12.12	11/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5336	C.SAW MARKETING GROUP, INC.	HOUSTON	72792	C.SAW MARKETING GROUP, INC.	FULFILLMENT	16.65	1.37	12/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5134	CITI CARDS-PRIVATE LABEL	HOUSTON	69417	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	10,292.06	849.09	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5132	CITI CARDS-PRIVATE LABEL	HOUSTON	69176	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	10,955.47	903.83	09/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5151	CITI CARDS-PRIVATE LABEL	HOUSTON	69691	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	7,240.71	597.36	10/07/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5114	CITI CARDS-PRIVATE LABEL	HOUSTON	69955	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	22,055.49	1,819.58	11/09/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5128	CITI CARDS-PRIVATE LABEL	HOUSTON	70214	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	13,396.89	1,105.24	12/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5123	CITI CARDS-PRIVATE LABEL	HOUSTON	70432	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	15,869.08	1,309.20	01/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5213	CITI CARDS-PRIVATE LABEL	HOUSTON	70656	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	3,233.53	266.77	02/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5164	CITI CARDS-PRIVATE LABEL	HOUSTON	71131	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	6,132.34	505.92	04/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5228	CITI CARDS-PRIVATE LABEL	HOUSTON	70901	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	2,245.71	185.27	04/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5187	CITI CARDS-PRIVATE LABEL	HOUSTON	71318	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,897.46	404.04	05/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5176	CITI CARDS-PRIVATE LABEL	HOUSTON	71563	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	5,376.34	443.55	06/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5046	CITI CARDS-PRIVATE LABEL	HOUSTON	71814	JEFF HOGAN CITI CARDS-PRIVATE L		6,207.89	512.15	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5161	CITI CARDS-PRIVATE LABEL	HOUSTON	71814	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	6,207.89	512.15	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5190	CITI CARDS-PRIVATE LABEL	HOUSTON	72039	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,752.45	392.08	08/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5195	CITI CARDS-PRIVATE LABEL	HOUSTON	72293	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,301.27	354.85	09/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5200	CITI CARDS-PRIVATE LABEL	HOUSTON	72519	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,000.88	330.07	10/06/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5168	CITI CARDS-PRIVATE LABEL	HOUSTON	72760	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	5,986.33	493.87	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5150	CITI CARDS-PRIVATE LABEL	HOUSTON	72974	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	7,253.81	598.44	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5186	CITI CARDS-PRIVATE LABEL	HOUSTON	73192	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,846.88	399.87	01/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5194	CITI CARDS-PRIVATE LABEL	HOUSTON	73423	JEFF HOGAN CITI CARDS-PRIVATE L	FULFILLMENT	4,482.20	369.78	02/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5191	CITI CARDS-PRIVATE LABEL	HOUSTON	73563		FULFILLMENT	4,740.37	391.08	03/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5049	CITI CARDS-PRIVATE LABEL	HOUSTON	73682			90.00	7.43	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5177	CITI CARDS-PRIVATE LABEL	HOUSTON	75512		FULFILLMENT	5,374.75	443.42	05/07/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5159	CITI CARDS-PRIVATE LABEL	HOUSTON	75761		FULFILLMENT	6,372.79	525.76	06/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5204	CITI CARDS-PRIVATE LABEL	HOUSTON	75974		FULFILLMENT	3,797.15	313.26	07/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5171	CITI CARDS-PRIVATE LABEL	HOUSTON	76247		FULFILLMENT	5,775.90	476.51	08/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5208	CITI CARDS-PRIVATE LABEL	HOUSTON	76464		FULFILLMENT	3,589.30	296.12	09/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5184	CITI CARDS-PRIVATE LABEL	HOUSTON	76724		FULFILLMENT	4,954.61	408.76	10/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5165	CITI CARDS-PRIVATE LABEL	HOUSTON	76911		FULFILLMENT	6,124.10	505.24	11/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5167	CITI CARDS-PRIVATE LABEL	HOUSTON	77066		FULFILLMENT	6,072.98	501.02	12/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5316	COCA COLA COMPANY	HOUSTON	69366	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	78.00	6.44	08/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5310	COCA COLA COMPANY	HOUSTON	69368	ANDRE DEBUSSEY COCA COLA COMPA		126.68	10.45	08/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5319	COCA COLA COMPANY	HOUSTON	66925	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	78.00	6.44	09/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5318	COCA COLA COMPANY	HOUSTON	69106	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	78.00	6.44	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5317	COCA COLA COMPANY	HOUSTON	69605	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	78.00	6.44	09/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5303	COCA COLA COMPANY	HOUSTON	69883	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	155.00	12.79	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5307	COCA COLA COMPANY	HOUSTON	70143	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	147.00	12.13	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5306	COCA COLA COMPANY	HOUSTON	70363	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	147.00	12.13	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5304	COCA COLA COMPANY	HOUSTON	70604	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	152.00	12.54	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
KATY, TX
DETAIL REPORT - EXAM 610 DISALLOWED DEDUCTION - PRIOR TO 2013

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5305	COCA COLA COMPANY	HOUSTON	70826	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	152.00	12.54	04/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5297	COCA COLA COMPANY	HOUSTON	71044	ANDRE DEBUSSEY COCA COLA COMPA	FULFILLMENT	178.00	14.69	05/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5296	COCA COLA COMPANY	HOUSTON	71264	MELISSA CAMACHO COCA COLA	FULFILLMENT	178.00	14.69	05/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5298	COCA COLA COMPANY	HOUSTON	71493	MELISSA CAMACHO COCA COLA	FULFILLMENT	178.00	14.69	06/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5299	COCA COLA COMPANY	HOUSTON	71795	MELISSA CAMACHO COCA COLA	FULFILLMENT	178.00	14.69	06/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5292	COCA COLA COMPANY	HOUSTON	72007	MELISSA CAMACHO COCA COLA	FULFILLMENT	212.00	17.49	08/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5293	COCA COLA COMPANY	HOUSTON	72227	MELISSA CAMACHO COCA COLA	FULFILLMENT	212.00	17.49	08/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5289	COCA COLA COMPANY	HOUSTON	72462	MELISSA CAMACHO COCA COLA	FULFILLMENT	228.00	18.81	08/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5321	COCA COLA COMPANY	HOUSTON	72669	MELISSA CAMACHO COCA COLA	FULFILLMENT	73.00	6.02	11/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5301	COCA COLA COMPANY	HOUSTON	73002	MELISSA CAMACHO COCA COLA	FULFILLMENT	173.13	14.28	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5314	COCA COLA COMPANY	HOUSTON	73179	MELISSA CAMACHO COCA COLA	FULFILLMENT	94.00	7.76	12/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5315	COCA COLA COMPANY	HOUSTON	72788	MELISSA CAMACHO COCA COLA	FULFILLMENT	86.36	7.12	01/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5313	COCA COLA COMPANY	HOUSTON	73230	MELISSA CAMACHO COCA COLA	FULFILLMENT	102.77	8.48	01/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5300	COCA COLA COMPANY	HOUSTON	73514		FULFILLMENT	177.00	14.60	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5322	COCA COLA COMPANY	HOUSTON	73370	MELISSA CAMACHO COCA COLA	FULFILLMENT	73.00	6.02	03/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5245	COCA COLA COMPANY	HOUSTON	76970		FULFILLMENT	1,500.00	123.75	10/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5041	CONSOLIDATED DISTRIBUTION CORP., LLC	HOUSTON	76462			59,904.00	4,942.08	08/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5044	CONSOLIDATED DISTRIBUTION CORP., LLC	HOUSTON	76964			9,600.00	792.00	10/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5042	CONSOLIDATED DISTRIBUTION CORP., LLC	HOUSTON	77072			28,800.00	2,376.00	11/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5149	CREATIVE LINK, INC.	HOUSTON	69756	CREATIVE LINK, INC.		7,450.30	614.65	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5243	DUMMY ACCOUNT	HOUSTON	71643	POSTERS DUMMY ACCOUNT		1,535.00	126.64	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5285	DUMMY ACCOUNT	HOUSTON	76746			353.80	29.19	08/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5324	ESTELLE WEST OUTWEST PROMOTIONS	HOUSTON	71053	ESTELLE WEST OUTWEST PROMOTI		67.44	5.56	02/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5050	ESTELLE WEST OUTWEST PROMOTIONS	HOUSTON	70314	ESTELLE WEST OUTWEST PROMOTI		86.77	7.16	03/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5312	HEIDI MASSEY-BONG	HOUSTON	71279	HEIDI MASSEY-BONG	FULFILLMENT	117.80	9.72	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5119	HEIDI MASSEY-BONG	HOUSTON	71300	HEIDI MASSEY-BONG		18,300.44	1,509.79	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5327	HEIDI MASSEY-BONG	HOUSTON	71508	HEIDI MASSEY-BONG	FULFILLMENT	59.85	4.94	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5192	HEIDI MASSEY-BONG	HOUSTON	71813	HEIDI MASSEY-BONG		4,702.11	387.92	05/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5332	HEIDI MASSEY-BONG	HOUSTON	72073	HEIDI MASSEY-BONG	FULFILLMENT	41.23	3.40	06/09/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5295	HEIDI MASSEY-BONG	HOUSTON	72799	HEIDI MASSEY-BONG	FULFILLMENT	206.87	17.07	01/05/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5124	HEIDI MASSEY-BONG	HOUSTON	71207	HEIDI MASSEY-BONG		15,811.00	1,304.41	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5126	HEIDI MASSEY-BONG	HOUSTON	71210	HEIDI MASSEY-BONG		14,104.75	1,163.64	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5048	HEIDI MASSEY-BONG	HOUSTON	72431	HEIDI MASSEY-BONG		3,856.41	318.15	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5051	HEIDI MASSEY-BONG	HOUSTON	72432	HEIDI MASSEY-BONG		58.90	4.86	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5045	HEIDI MASSEY-BONG	HOUSTON	72433	HEIDI MASSEY-BONG		9,150.22	754.89	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5047	HEIDI MASSEY-BONG	HOUSTON	72434	HEIDI MASSEY-BONG		4,702.11	387.92	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5043	HEIDI MASSEY-BONG	HOUSTON	72576	HEIDI MASSEY-BONG		17,767.64	1,466.83	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5142	MARK VII EQUIPMENT, INC.	HOUSTON	71618	MARK VII EQUIPMENT, INC.		8,401.00	693.08	06/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5139	MARK VII EQUIPMENT, INC.	HOUSTON	72141	MARK VII EQUIPMENT, INC.		8,965.15	741.28	09/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5136	MARK VII EQUIPMENT, INC.	HOUSTON	72639	MARK VII EQUIPMENT, INC.		9,876.30	814.96	11/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5189	MARK VII EQUIPMENT, INC.	HOUSTON	72851	MARK VII EQUIPMENT, INC.		4,812.50	397.03	12/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5147	MARK VII EQUIPMENT, INC.	HOUSTON	73303	MARK VII EQUIPMENT, INC.		7,626.78	629.21	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5155	MARK VII EQUIPMENT, INC.	HOUSTON	73342	MARK VII EQUIPMENT, INC.		6,705.25	553.18	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5263	MARK VII EQUIPMENT, INC.	HOUSTON	73400	MARK VII EQUIPMENT, INC.		750.00	61.88	01/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5291	MARK VII EQUIPMENT, INC.	HOUSTON	72816	MARK VII EQUIPMENT, INC.		212.06	17.49	02/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5256	MARK VII EQUIPMENT, INC.	HOUSTON	75365			1,062.50	87.66	04/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5133	MARK VII EQUIPMENT, INC.	HOUSTON	76350			10,300.50	849.79	07/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5244	MARK VII EQUIPMENT, INC.	HOUSTON	76351			1,527.36	126.01	07/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5311	MARK VII EQUIPMENT, INC.	HOUSTON	76616			125.00	10.31	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5302	MARK VII EQUIPMENT, INC.	HOUSTON	76617			156.25	12.89	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5272	MARK VII EQUIPMENT, INC.	HOUSTON	76618			500.00	41.25	09/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5130	MARK VII EQUIPMENT, INC.	HOUSTON	76947			11,875.00	979.69	10/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5156	MARK VII EQUIPMENT, INC.	HOUSTON	76991			6,517.58	537.70	10/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5254	MARK VII EQUIPMENT, INC.	HOUSTON	77182			1,225.00	101.06	11/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5129	MATTRESS FIRM INC.	HOUSTON	73591		FULFILLMENT	13,208.69	1,089.72	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5252	MATTRESS FIRM INC.	HOUSTON	73455	MATTRESS FIRM INC.	FULFILLMENT	1,313.69	108.38	02/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5127	MATTRESS FIRM INC.	HOUSTON	75548		FULFILLMENT	13,410.24	1,106.34	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5131	MATTRESS FIRM INC.	HOUSTON	75796		FULFILLMENT	11,603.52	957.29	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5138	MATTRESS FIRM INC.	HOUSTON	76006		FULFILLMENT	9,795.20	808.10	06/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5090	MATTRESS FIRM INC.	HOUSTON	76279		FULFILLMENT	30,151.51	2,487.50	07/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5087	MATTRESS FIRM INC	HOUSTON	76495		FULFILLMENT	31,561.68	2,603.84	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5117	MATTRESS FIRM INC.	HOUSTON	76718		FULFILLMENT	19,283.87	1,590.92	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5115	MATTRESS FIRM INC.	HOUSTON	76849		FULFILLMENT	21,376.71	1,763.58	10/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5085	MATTRESS FIRM INC.	HOUSTON	77128		FULFILLMENT	32,584.56	2,688.23	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5116	MATTRESS FIRM INC.	HOUSTON	77255		FULFILLMENT	19,817.63	1,634.95	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5214	MATTRESS FIRM MCS	HOUSTON	73592		FULFILLMENT	3,126.32	257.92	02/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5236	MATTRESS FIRM MCS	HOUSTON	73456	MATTRESS FIRM MCS	FULFILLMENT	1,953.26	161.14	02/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5118	MATTRESS FIRM MCS	HOUSTON	75549		FULFILLMENT	18,302.48	1,509.95	05/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5122	MATTRESS FIRM MCS	HOUSTON	75797		FULFILLMENT	16,137.57	1,331.35	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5135	MATTRESS FIRM MCS	HOUSTON	76008		FULFILLMENT	9,926.52	818.94	06/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5180	MATTRESS FIRM MCS	HOUSTON	76280		FULFILLMENT	5,116.96	422.15	07/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5163	MATTRESS FIRM MCS	HOUSTON	76496		FULFILLMENT	6,148.94	507.29	08/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5141	MATTRESS FIRM MCS	HOUSTON	76719		FULFILLMENT	8,552.05	705.54	09/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5173	MATTRESS FIRM MCS	HOUSTON	76850		FULFILLMENT	5,563.94	459.03	10/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5121	MATTRESS FIRM MCS	HOUSTON	77129		FULFILLMENT	16,247.30	1,340.40	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5137	MATTRESS FIRM MCS	HOUSTON	77256		FULFILLMENT	9,860.40	813.48	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5053	MURPHY USA MERCHANDISING	HOUSTON	69430	MURPHY USA MERCHANDISING	FULFILLMENT	60,758.84	5,012.60	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5186	MURPHY USA MERCHANDISING	HOUSTON	69431	MURPHY USA MERCHANDISING	FULFILLMENT	4,900.17	404.26	08/03/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5071	MURPHY USA MERCHANDISING	HOUSTON	69705	MURPHY USA MERCHANDISING	FULFILLMENT	43,105.26	3,556.18	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5196	MURPHY USA MERCHANDISING	HOUSTON	69706	MURPHY USA MERCHANDISING	FULFILLMENT	4,264.93	351.86	08/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5055	MURPHY USA MERCHANDISING	HOUSTON	69966	MURPHY USA MERCHANDISING	FULFILLMENT	50,701.86	4,182.90	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5182	MURPHY USA MERCHANDISING	HOUSTON	69967	MURPHY USA MERCHANDISING	FULFILLMENT	5,015.66	413.79	09/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5063	MURPHY USA MERCHANDISING	HOUSTON	70228	MURPHY USA MERCHANDISING	FULFILLMENT	44,863.08	3,701.20	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5172	MURPHY USA MERCHANDISING	HOUSTON	70229	MURPHY USA MERCHANDISING	FULFILLMENT	5,566.11	459.20	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5210	MURPHY USA MERCHANDISING	HOUSTON	70443	MURPHY USA MERCHANDISING	FULFILLMENT	3,521.05	290.49	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5074	MURPHY USA MERCHANDISING	HOUSTON	70442	MURPHY USA MERCHANDISING	FULFILLMENT	41,720.67	3,441.96	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5072	MURPHY USA MERCHANDISING	HOUSTON	70669	MURPHY USA MERCHANDISING	FULFILLMENT	42,737.20	3,525.82	12/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5216	MURPHY USA MERCHANDISING	HOUSTON	70670	MURPHY USA MERCHANDISING	FULFILLMENT	3,034.72	250.36	12/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5080	MURPHY USA MERCHANDISING	HOUSTON	70912	MURPHY USA MERCHANDISING	FULFILLMENT	35,885.16	2,960.53	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5197	MURPHY USA MERCHANDISING	HOUSTON	70913	MURPHY USA MERCHANDISING	FULFILLMENT	4,207.01	347.08	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5058	MURPHY USA MERCHANDISING	HOUSTON	71143	MURPHY USA MERCHANDISING	FULFILLMENT	47,135.98	3,888.72	03/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5181	MURPHY USA MERCHANDISING	HOUSTON	71144	MURPHY USA MERCHANDISING	FULFILLMENT	5,083.90	419.42	03/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5067	MURPHY USA MERCHANDISING	HOUSTON	71332	MURPHY USA MERCHANDISING	FULFILLMENT	44,035.36	3,632.92	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5185	MURPHY USA MERCHANDISING	HOUSTON	71333	MURPHY USA MERCHANDISING	FULFILLMENT	4,909.97	405.07	03/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5057	MURPHY USA MERCHANDISING	HOUSTON	71579	MURPHY USA MERCHANDISING	FULFILLMENT	48,969.71	4,041.65	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5201	MURPHY USA MERCHANDISING	HOUSTON	71580	MURPHY USA MERCHANDISING	FULFILLMENT	3,937.63	324.85	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5060	MURPHY USA MERCHANDISING	HOUSTON	71829	MURPHY USA MERCHANDISING	FULFILLMENT	45,824.84	3,780.55	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5160	MURPHY USA MERCHANDISING	HOUSTON	71830	MURPHY USA MERCHANDISING	FULFILLMENT	6,301.10	519.84	05/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5070	MURPHY USA MERCHANDISING	HOUSTON	72052	MURPHY USA MERCHANDISING	FULFILLMENT	43,127.98	3,558.06	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5174	MURPHY USA MERCHANDISING	HOUSTON	72053	MURPHY USA MERCHANDISING	FULFILLMENT	5,536.66	456.77	06/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5052	MURPHY USA MERCHANDISING	HOUSTON	72305	MURPHY USA MERCHANDISING	FULFILLMENT	64,824.79	5,348.05	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5148	MURPHY USA MERCHANDISING	HOUSTON	72306	MURPHY USA MERCHANDISING	FULFILLMENT	7,519.67	620.37	07/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5066	MURPHY USA MERCHANDISING	HOUSTON	72532	MURPHY USA MERCHANDISING	FULFILLMENT	44,051.39	3,634.24	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5166	MURPHY USA MERCHANDISING	HOUSTON	72533	MURPHY USA MERCHANDISING	FULFILLMENT	6,094.13	502.77	08/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5054	MURPHY USA MERCHANDISING	HOUSTON	72769	MURPHY USA MERCHANDISING	FULFILLMENT	56,569.42	4,666.98	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5140	MURPHY USA MERCHANDISING	HOUSTON	72770	MURPHY USA MERCHANDISING	FULFILLMENT	8,910.71	735.13	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5064	MURPHY USA MERCHANDISING	HOUSTON	72983	MURPHY USA MERCHANDISING	FULFILLMENT	44,368.33	3,660.39	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5193	MURPHY USA MERCHANDISING	HOUSTON	72984	MURPHY USA MERCHANDISING	FULFILLMENT	4,571.46	377.15	10/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5073	MURPHY USA MERCHANDISING	HOUSTON	73207	MURPHY USA MERCHANDISING	FULFILLMENT	42,012.06	3,465.99	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5158	MURPHY USA MERCHANDISING	HOUSTON	73208	MURPHY USA MERCHANDISING	FULFILLMENT	6,414.31	529.18	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5061	MURPHY USA MERCHANDISING	HOUSTON	73435	MURPHY USA MERCHANDISING	FULFILLMENT	45,363.28	3,742.47	12/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5162	MURPHY USA MERCHANDISING	HOUSTON	73436	MURPHY USA MERCHANDISING	FULFILLMENT	6,182.21	510.03	12/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5079	MURPHY USA MERCHANDISING	HOUSTON	73572		FULFILLMENT	36,259.31	2,991.39	01/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5207	MURPHY USA MERCHANDISING	HOUSTON	73573		FULFILLMENT	3,609.15	297.75	01/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5059	MURPHY USA MERCHANDISING	HOUSTON	75315		FULFILLMENT	46,318.36	3,821.26	02/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5170	MURPHY USA MERCHANDISING	HOUSTON	75316		FULFILLMENT	5,781.39	476.96	02/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5056	MURPHY USA MERCHANDISING	HOUSTON	75527		FULFILLMENT	50,586.26	4,173.37	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5179	MURPHY USA MERCHANDISING	HOUSTON	75528		FULFILLMENT	5,149.03	424.79	04/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5069	MURPHY USA MERCHANDISING	HOUSTON	75776		FULFILLMENT	43,696.59	3,604.97	05/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5152	MURPHY USA MERCHANDISING	HOUSTON	75777		FULFILLMENT	7,227.68	596.28	05/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5068	MURPHY USA MERCHANDISING	HOUSTON	75988		FULFILLMENT	43,947.31	3,625.65	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5202	MURPHY USA MERCHANDISING	HOUSTON	75989		FULFILLMENT	3,932.40	324.42	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5077	MURPHY USA MERCHANDISING	HOUSTON	76261		FULFILLMENT	40,134.44	3,311.09	06/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5169	MURPHY USA MERCHANDISING	HOUSTON	76262		FULFILLMENT	5,983.96	493.68	06/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5144	MURPHY USA MERCHANDISING	HOUSTON	76704		FULFILLMENT	7,827.89	645.80	08/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5075	MURPHY USA MERCHANDISING	HOUSTON	76478		FULFILLMENT	41,315.58	3,408.54	09/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5183	MURPHY USA MERCHANDISING	HOUSTON	76479		FULFILLMENT	4,982.79	411.06	09/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5052	MURPHY USA MERCHANDISING	HOUSTON	76924		FULFILLMENT	45,044.43	3,716.17	09/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5153	MURPHY USA MERCHANDISING	HOUSTON	76925		FULFILLMENT	6,840.94	564.38	09/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5065	MURPHY USA MERCHANDISING	HOUSTON	77097		FULFILLMENT	44,216.15	3,647.83	10/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5175	MURPHY USA MERCHANDISING	HOUSTON	77098		FULFILLMENT	5,448.09	449.55	10/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5076	MURPHY USA MERCHANDISING	HOUSTON	77274		FULFILLMENT	41,065.55	3,387.91	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

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4863H- 5178	MURPHY USA MERCHANDISING	HOUSTON	77275		FULFILLMENT	5,236.46	432.01	12/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5078	MURPHY USA MERCHANDISING	HOUSTON	77470		FULFILLMENT	39,421.56	3,252.28	12/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5143	MURPHY USA MERCHANDISING	HOUSTON	77471		FULFILLMENT	7,923.21	653.66	12/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5339	POPEYES SUPPORT CENTER	HOUSTON	73001	RACHELLE DEVER POPEYES SUPPORT	FULFILLMENT	10.20	0.84	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5338	POPEYES SUPPORT CENTER	HOUSTON	72564	RACHELLE DEVER POPEYES SUPPORT	FULFILLMENT	12.46	1.03	12/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5334	POPEYES SUPPORT CENTER	HOUSTON	73453	RACHELLE DEVER POPEYES SUPPORT	FULFILLMENT	31.69	2.61	03/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5337	POPEYES SUPPORT CENTER	HOUSTON	73589		FULFILLMENT	12.60	1.04	03/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5323	POPEYES SUPPORT CENTER	HOUSTON	75545		FULFILLMENT	69.89	5.77	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5335	POPEYES SUPPORT CENTER	HOUSTON	75793		FULFILLMENT	30.00	2.48	06/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5125	POPEYES SUPPORT CENTER	HOUSTON	76589			15,342.00	1,265.72	08/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5333	POPEYES SUPPORT CENTER	HOUSTON	76493		FULFILLMENT	35.45	2.92	09/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5330	POPEYES SUPPORT CENTER	HOUSTON	76277		FULFILLMENT	46.45	3.83	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5328	POPEYES SUPPORT CENTER	HOUSTON	76716		FULFILLMENT	58.16	4.80	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5329	POPEYES SUPPORT CENTER	HOUSTON	76936		FULFILLMENT	55.51	4.58	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5294	POPEYES SUPPORT CENTER	HOUSTON	77286		FULFILLMENT	208.39	17.19	12/06/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5240	POPEYES SUPPORT CENTER	HOUSTON	76158			1,785.00	147.26	12/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5249	POPEYES SUPPORT CENTER	HOUSTON	76787			1,420.00	117.15	12/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5309	POPEYES SUPPORT CENTER	HOUSTON	77484		FULFILLMENT	146.72	12.10	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5267	R.S. ENTERPRISES	HOUSTON	71785	R.S. ENTERPRISES		320.00	26.40	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5276	RATTAN BISTRO	HOUSTON	69601	RATTAN BISTRO		395.85	32.66	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5277	RATTAN BISTRO	HOUSTON	70031	RATTAN BISTRO		395.85	32.66	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5278	RATTAN BISTRO	HOUSTON	70753	RATTAN BISTRO		395.85	32.66	01/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5279	RATTAN BISTRO	HOUSTON	71387	RATTAN BISTRO		395.85	32.66	04/07/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5280	RATTAN BISTRO	HOUSTON	72124	RATTAN BISTRO		395.85	32.66	07/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5274	RATTAN BISTRO	HOUSTON	72758	RATTAN BISTRO		450.00	37.13	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5281	RATTAN BISTRO	HOUSTON	72823	RATTAN BISTRO		395.85	32.66	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5282	RATTAN BISTRO	HOUSTON	73549			395.85	32.66	02/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5283	RATTAN BISTRO	HOUSTON	75590			395.85	32.66	04/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5107	VALERO RETAIL ADVERTISING	HOUSTON	69432	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	27,512.94	2,269.82	08/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5109	VALERO RETAIL ADVERTISING	HOUSTON	69707	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	27,120.58	2,237.45	08/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5083	VALERO RETAIL ADVERTISING	HOUSTON	69968	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	33,530.30	2,766.25	09/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5099	VALERO RETAIL ADVERTISING	HOUSTON	70230	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,592.48	2,367.13	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5082	VALERO RETAIL ADVERTISING	HOUSTON	70145	RICK GARCIA VALERO RETAIL ADV		34,459.22	2,842.89	11/01/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5091	VALERO RETAIL ADVERTISING	HOUSTON	70457	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	30,012.30	2,476.01	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5110	VALERO RETAIL ADVERTISING	HOUSTON	70671	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	26,833.30	2,213.75	01/03/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5101	VALERO RETAIL ADVERTISING	HOUSTON	70914	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,495.87	2,350.91	01/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5103	VALERO RETAIL ADVERTISING	HOUSTON	71145	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,154.54	2,322.75	03/01/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5270	VALERO RETAIL ADVERTISING	HOUSTON	71476	RICK GARCIA VALERO RETAIL ADV		529.24	43.66	04/04/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5108	VALERO RETAIL ADVERTISING	HOUSTON	71334	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	27,426.51	2,262.69	04/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5092	VALERO RETAIL ADVERTISING	HOUSTON	71581	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	29,928.38	2,469.09	05/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5094	VALERO RETAIL ADVERTISING	HOUSTON	71831	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	29,435.17	2,428.40	05/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5097	VALERO RETAIL ADVERTISING	HOUSTON	72054	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,899.89	2,384.24	07/05/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5093	VALERO RETAIL ADVERTISING	HOUSTON	72307	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	29,669.20	2,447.71	07/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5233	VALERO RETAIL ADVERTISING	HOUSTON	72392	RICK GARCIA VALERO RETAIL ADV		2,132.00	175.89	08/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5102	VALERO RETAIL ADVERTISING	HOUSTON	72534	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	28,472.36	2,348.97	08/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5218	VALERO RETAIL ADVERTISING	HOUSTON	72738	RICK GARCIA VALERO RETAIL ADV		2,756.25	227.39	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5265	VALERO RETAIL ADVERTISING	HOUSTON	72745	RICK GARCIA VALERO RETAIL ADV		690.00	56.93	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5088	VALERO RETAIL ADVERTISING	HOUSTON	72771	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	30,390.58	2,507.22	09/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5084	VALERO RETAIL ADVERTISING	HOUSTON	72985	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	32,748.37	2,701.74	11/08/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5081	VALERO RETAIL ADVERTISING	HOUSTON	73209	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	35,105.92	2,896.24	11/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S	City	County	Transit	SPD	Comb	FN
4863H- 5086	VALERO RETAIL ADVERTISING	HOUSTON	73437	RICK GARCIA VALERO RETAIL ADV	FULFILLMENT	31,662.12	2,612.12	01/04/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5262	VALERO RETAIL ADVERTISING	HOUSTON	75077			754.60	62.25	01/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5203	VALERO RETAIL ADVERTISING	HOUSTON	75104			3,894.55	321.30	01/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5089	VALERO RETAIL ADVERTISING	HOUSTON	73574		FULFILLMENT	30,313.40	2,500.86	02/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5111	VALERO RETAIL ADVERTISING	HOUSTON	75317		FULFILLMENT	26,174.40	2,159.39	03/02/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5266	VALERO RETAIL ADVERTISING	HOUSTON	75363			690.00	56.93	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5251	VALERO RETAIL ADVERTISING	HOUSTON	75439			1,316.00	108.57	03/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5105	VALERO RETAIL ADVERTISING	HOUSTON	75529		FULFILLMENT	27,742.19	2,288.73	03/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5264	VALERO RETAIL ADVERTISING	HOUSTON	75693			695.00	57.34	04/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5096	VALERO RETAIL ADVERTISING	HOUSTON	75778		FULFILLMENT	28,964.73	2,389.59	04/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5235	VALERO RETAIL ADVERTISING	HOUSTON	75870			1,972.00	162.69	05/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5095	VALERO RETAIL ADVERTISING	HOUSTON	75992		FULFILLMENT	29,311.12	2,418.17	05/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5241	VALERO RETAIL ADVERTISING	HOUSTON	76044			1,782.00	147.02	06/08/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5100	VALERO RETAIL ADVERTISING	HOUSTON	76263		FULFILLMENT	28,613.31	2,360.60	06/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5227	VALERO RETAIL ADVERTISING	HOUSTON	76293			2,269.45	187.23	07/09/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5239	VALERO RETAIL ADVERTISING	HOUSTON	76356			1,833.75	151.28	07/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5098	VALERO RETAIL ADVERTISING	HOUSTON	76480		FULFILLMENT	28,798.72	2,375.89	07/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5206	VALERO RETAIL ADVERTISING	HOUSTON	76526			3,675.00	303.19	08/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5106	VALERO RETAIL ADVERTISING	HOUSTON	76705		FULFILLMENT	27,707.80	2,285.89	08/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5112	VALERO RETAIL ADVERTISING	HOUSTON	76926		FULFILLMENT	25,813.90	2,129.65	10/01/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5258	VALERO RETAIL ADVERTISING	HOUSTON	77017			899.00	74.17	10/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5260	VALERO RETAIL ADVERTISING	HOUSTON	77162			899.00	74.17	11/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5259	VALERO RETAIL ADVERTISING	HOUSTON	77192			899.00	74.17	11/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5104	VALERO RETAIL ADVERTISING	HOUSTON	77276		FULFILLMENT	28,039.64	2,313.27	11/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5219	VALERO RETAIL ADVERTISING	HOUSTON	77341			2,712.00	223.74	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5225	VALERO RETAIL ADVERTISING	HOUSTON	77377			2,484.00	204.93	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5199	VALERO RETAIL ADVERTISING	HOUSTON	77388			4,118.10	339.74	12/03/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5113	VALERO RETAIL ADVERTISING	HOUSTON	77472		FULFILLMENT	24,818.75	2,047.55	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	
4863H- 5120	WRIGHT EXPRESS	HOUSTON	75420			17,160.00	1,415.70	03/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	NONE	

ID	Name	Location	Reference	Description	Comment	Taxable Amt	Tax	Date	S City	County	Transit	SPD	Comb	FN
				Detail Exam Summary Total		$3,319,247.49	$273,837.94	Taxable Amount Forwarded to Exam Summary - Detail						

Exam Comment:

HEARING NO. 113,938

TO: Ms. Danielle Ahlrich Martens, Todd, Leonard, Taylor & Ahlrich 301 Congress Avenue, Suite 1950 Austin, TX 78701	§ § § § § § § § §	RE: POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES, LP TAXPAYER NO.: [redacted] AUDIT PERIOD: August 1, 2010 through December 31, 2013 AUDIT OFFICE: Audit - Houston W 2133 TYPE OF TAX: Sales And Use Tax/RDT **REPLY DATE: November 13, 2017**

POSITION LETTER

Pointsmith Point-of-Purchase Management Services, LP (Petitioner) disagrees with its sales and use tax compliance audit for the indicated period. The Administrative Hearings Section of the Texas Comptroller of Public Accounts (Respondent) agrees to significant adjustments as shown in Exhibit No. 1; however, contested issues remain.

With its December 14, 2015 statement of grounds, Petitioner provided exhibits A-G showing its versions of audit exams. Respondent does not accept or agree with Petitioner's versions of audit exams.

Agreed Adjustments

Agreed adjustments and remaining disputed items are shown in the Exhibit No. 1, a contested items spreadsheet (formerly called an AP 124 spreadsheet) prepared by the auditor.

The agreed adjustments include deletion of Exam 100 and creation of some new audit exams.

Petitioner's Contentions

In its statement of grounds, Petitioner expressed the following contentions.

1. Exam 100 is in error and instead of owing additional tax per that exam, Petitioner is due a refund of $21,111.37 for overpaid tax during the period August 1, 2010 through December 31, 2012.
2. Exams 200, 220, 230, 600, and 610 should be deleted.
3. All assessments on fulfillment sales are in error.
4. Exam 210 records 4863H-2603, -2624, and -2634 are in error because items were shipped out of state.
5. Exam 300 is in error as shown in Petitioner's Exhibit C.
6. Exam 310 is in error as shown in Petitioner's Exhibit D.
7. Exam 400 is in error as shown in Petitioner's Exhibit E.
8. Exam 500 is in error as shown in Petitioner's Exhibit F.

EXHIBIT
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9. Petitioner is due a refund of $20,788.59 for overpaid tax during the period January 1, 2013 through December 31, 2013, as shown in Petitioner's Exhibit G.
10. Penalty should be waived.

Administrative Hearings Section's Position[1]

In general, Respondent disagrees with Petitioner's contentions and contends that Petitioner has not provided sufficient evidence to show that the proposed amended audit is in error.[2]

Claimed tax credit of $21,111.37 is not supported

Respondent contends that Petitioner's evidence is not sufficient to support the claimed credit amount pertaining to August 1, 2010 through December 31, 2012. Respondent contends that the audit should be adjusted as shown in Exhibit No. 1.

Claimed errors in Exams 200, 220, 230, 600, and 610 are not supported

Respondent contends that Petitioner's evidence is not sufficient to show that the audit is in error as Petitioner represents. Respondent contends that the audit should be adjusted as shown in Exhibit No. 1.

Taxability of fulfillment sales is disputed

Section 151.007(b) requires that the total amount for which a taxable item is sold includes a service that is part of the sale.[3] Respondent contends that the auditor correctly characterized the fulfillment services as being part of the original sales of taxable items.

Audit correctly taxes items shipped out of state for which Petitioner collected tax but did not remit

Petitioner's contention regarding certain Exam 210 items shipped out of state is wrong because Exam 210 is for tax collected but not remitted. Petitioner's records show that it collected the tax and did not remit the tax to the Comptroller. It does not matter if Petitioner charged and collected tax in error on an out of state sale, Petitioner is required to remit tax that it collected from its customers.[4]

The proposed amended audit adjusts for Petitioner's additional documentation

Respondent disagrees that Petitioner's Exhibits C, D, E, and F sufficiently show the claimed errors in Exams 300, 310, 400, and 500. Respondent contends that the audit should be adjusted as shown in Exhibit No. 1. The agreed adjustments are based in part on additional documentation that Petitioner provided to the auditor after it requested a redetermination.

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[1] All references to "Rule" herein mean the Rules of Practice & Procedure, Title 34, Texas Administrative Code, §§1.1-1.42.
[2] The proposed amended audit is the result of making the agreed adjustments shown in Respondent's Exhibit No. 1.
[3] See Comptroller's Decision No. 102,191 (2011).
[4] Section 111.016(a).

Conclusion

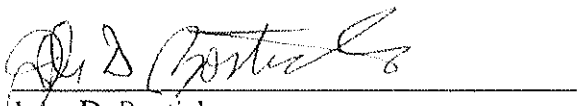
Based on the foregoing, Respondent recommends that the audit be amended only as necessary to make the agreed adjustments, and that penalty not be waived.

Procedure

You must accept or reject this Position Letter on the attached form–and return it on or before **November 13, 2017**.

If you have any questions about the AHS position or any hearings procedures, my direct line is 800-531-5441, ext. 3-8537 or 512-463-8537.

Respectfully submitted this 27th day of September 2017.



John D. Bostick
Assistant General Counsel
Administrative Hearings
Texas State Bar No. 24027206
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, TX 78711-3528
Telephone: 512-463-8537
Facsimile: 512-463-4617
John.Bostick@CPA.Texas.gov

Attachment

JDB/cdg

Hearing No. 113,938
POINTSMITH POINT-OF-PURCHASE MANAGEMENT SERVICES,
Audit Period: August 1, 2010 through December 31, 2013
Sales And Use Tax/RDT

ACCEPT OR REJECT POSITION LETTER

1. AGREE WITH POSITION LETTER

   _____ Please calculate the liability or refund in accordance with the Position Letter and dismiss the hearing.

2. DISAGREE WITH POSITION LETTER (check one):

   _____ All additional facts, legal argument, or documents for consideration are attached as a Reply.

   _____ All facts, legal arguments, and documents have already been provided. No additional information or documentation is attached as a Reply.

AHS may issue a Response pursuant to Rule 1.16 if additional facts or legal arguments are presented in the Reply.[1]

AHS will move to dismiss if this form is not completed, signed, and submitted within 45 days as required by Rule 1.10.

AHS will move to dismiss this hearing for want of prosecution if no additional facts, legal arguments, or documents are attached as a Reply and prior submissions do not include the information required by Rule 1.7 or supporting documents.

Return form by **November 13, 2017** to:

Comptroller of Public Accounts
Administrative Hearings – 1F30
P.O. Box 13528
Austin, TX 78711-3528
Fax No. 512-463-4617
Email: AHS.Service@CPA.Texas.gov

_____ _____
Signature Date
Danielle Ahlrich
Martens, Todd, Leonard, Taylor & Ahlrich

_____ **Initial here if you agree to service by email of all documents related to this hearing in accordance with Rule 1.32 (Service).** If the case is not resolved prior to a hearing on the merits, this agreement to be served by email will include the Notice of Hearing and other documents provided to the State Office of Administrative Hearings, the Comptroller's Decision or Order, and the final statement of account at the conclusion of the case.

My email address is: _____

[1] All references to "Rule" herein mean the Rules of Practice & Procedure, Title 34, Texas Administrative Code, §§1.1-1.42.

TP Name: Point Smith Petroleum Management Services
TP Number: [redacted]
Audit/Review Period: 1/2009-12/2012

Hearing No. 113938
Updated on 12/20/2016
Hong Xu

Exam #	Conversion #	WATS Record Number	Vendor/Refund Name	Location	TAX/FEES	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
100	1	4860H-5004	POINTSMITH	HOUSTON	EXAM 100A		593,057.72	-	-	-	9/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5005	POINTSMITH	HOUSTON	EXAM 100A		64,896.91	-	-	-	9/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	1	4860H-5006	POINTSMITH	HOUSTON	EXAM 100A		(32,710.02)	-		-	10/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	1	4860H-5007	POINTSMITH	HOUSTON	EXAM 100A		(8,331.00)				11/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	1	4860H-5008	POINTSMITH	HOUSTON	EXAM 100A		120,056.70	-	-	-	12/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5009	POINTSMITH	HOUSTON	EXAM 100A		(209,471.73)	-	-	-	3/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5010	POINTSMITH	HOUSTON	EXAM 100A		311,435.70				2/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5011	POINTSMITH	HOUSTON	EXAM 100A		(149,947.47)	-	-	-	3/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5012	POINTSMITH	HOUSTON	EXAM 100A		93,464.84				4/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5013	POINTSMITH	HOUSTON	EXAM 100A		100,713.97	-			5/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5014	POINTSMITH	HOUSTON	EXAM 100A		66,529.84	-		-	6/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5015	POINTSMITH	HOUSTON	EXAM 100A		145,650.13	-	-		7/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5016	POINTSMITH	HOUSTON	EXAM 100A		75,830.49	-	-	-	8/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5017	POINTSMITH	HOUSTON	EXAM 100A		123,719.96	-			9/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5018	POINTSMITH	HOUSTON	EXAM 100A		104,690.97	-	-	-	10/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5019	POINTSMITH	HOUSTON	EXAM 100A		67,606.43	-	-	-	11/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5020	POINTSMITH	HOUSTON	EXAM 100A		160,734.78	-	-	-	12/1/2011 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5021	POINTSMITH	HOUSTON	EXAM 100A		(253,246.43)				1/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5022	POINTSMITH	HOUSTON	EXAM 100A		303,287.11			-	2/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5023	POINTSMITH	HOUSTON	EXAM 100A		719,900.29	-	-	-	3/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5024	POINTSMITH	HOUSTON	EXAM 100A		402,915.35	-	-	-	4/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5025	POINTSMITH	HOUSTON	EXAM 100A		127,498.46	-	-	-	5/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5026	POINTSMITH	HOUSTON	EXAM 100A		307,512.21	-	-	-	6/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5027	POINTSMITH	HOUSTON	EXAM 100A		267,624.56	-		-	7/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5028	POINTSMITH	HOUSTON	EXAM 100A		19,146.60	-	-	-	8/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5029	POINTSMITH	HOUSTON	EXAM 100A		495,748.21	-	-	-	9/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5030	POINTSMITH	HOUSTON	EXAM 100A		606,815.31			-	10/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5031	POINTSMITH	HOUSTON	EXAM 100A		67,857.46	-	-	-	11/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
100	2	4860H-5032	POINTSMITH	HOUSTON	EXAM 100A		387,452.76	-		-	12/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Replaced by Exam 225, 235, 700, 800 & 850
200	Subtotal						4,270,154.78	-	-	-							
200	1	4860H-1	POINTSMITH	HOUSTON	EXAM 200A	HOUSTON LOCAL TAX WAS MISSING	1,900,817.99	948,337.19		-	8/1/2010 N	HOUSTO	NONE	NONE	NONE		Amount reduced per Exam 200A- Amended.
200	3	4860H-2	POINTSMITH	HOUSTON	EXAM 200A	HOUSTON LOCAL TAX WAS MISSING	183,365.09	39,555.32	-	-	8/1/2010 N	HOUSTO	NONE	NONE	NONE		Amount reduced per Exam 200A- Amended.
200	4	4860H-3	POINTSMITH	HOUSTON	EXAM 200A	HOUSTON LOCAL TAX WAS MISSING	26,421.00	5,392.12			10/1/2010 N	HOUSTO	NONE	NONE	NONE		Amount reduced per Exam 200A- Amended.
200	Subtotal						2,110,604.08	992,284.63									
210	3	4860H-5033	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	2270S	Payment	1,807.85	1,807.85	-		1/7/2013 Y	HOUSTO	NONE	MTAHOU	NONE		Although it was shipped out of state, but taxpayer collected tax and should remit the tax to the state. Therefore, I do not agree to amend this transaction. Although it was shipped out of state, but taxpayer collected tax and should remit the tax to the state. Therefore, I do not agree to amend this transaction. 26544 24+1084 30% 25% *604 50% 4+704 50 11 75+55 61 50 29+46 50+43 47+213 89+471 50+16 41 *Tax collect not remitted. Not agreed. Tax prior to above tax was remitted to Valero. There is a mistake on the original form 210 for this transaction. Local tax was not charged. It is corrected here by adding Houston and MTA Houston" *Taxpayer added this contact during redetermination. Agreed based on support provided
210	1	4860H-5034	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	10/1/2013	VALERO tax in 1984 50	20,544.24	20,544.24	-	-	10/31/2013 Y	HOUSTO	NONE	MTAHOU	NONE		
210	1	4860H-5035	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	4/30/2013		90.00			-	5/30/2013 Y	HOUSTO	NONE	MTAHOU	NONE		

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
210	5	4863H-2639	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-3-2013		90.00	-	-	-	9/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2640	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-6-2013		87.03	-	-	-	9/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2641	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-23-2013		7.88	-	-	-	9/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2642	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-30-2013		483.15	-	-	-	9/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2643	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC2-25-2013		175.48	-	-	-	2/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2644	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-14-2013		225.09	-	-	-	9/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2647	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC9-6-2013		300	-	-	-	9/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2648	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC8-28-2013		105.21	105.21	-	-	8/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Disagreed based on support provided
210	5	4863H-2649	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC8-29-2013		145.94	145.94	-	-	8/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Disagreed based on support provided
210	5	4863H-2650	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC4-22-2013		156.06	156.06	-	-	4/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Disagreed based on support provided
210	5	4863H-2651	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC4-2-2013		60	60.00	-	-	4/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2652	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC10-28-2013		219.7	-	-	-	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2653	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC7-2-2013		143.24	-	-	-	7/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2654	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC7-18-2013		1164.24	-	-	-	7/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2655	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC7-1-2013		75.03	-	-	-	7/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	5	4863H-2656	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	MISC8-12-2013		270.3	-	-	-	8/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Taxpayer added this contest during redetermination. Agreed based on support provided
210	Subtotal						22,456.03	22,552.25	-	-							
220	3	4863H-3968	POINTSMITH	HOUSTON	16021-011312D	CASH RECEIPTS WITHOUT INVOICE NU	54.55	54.55	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3969	POINTSMITH	HOUSTON	16021-011312D	CASH RECEIPTS WITHOUT INVOICE NU	136.10	136.10	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3970	POINTSMITH	HOUSTON	16021-011312D	CASH RECEIPTS WITHOUT INVOICE NU	57.65	57.65	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3971	POINTSMITH	HOUSTON	16021-011312D1	CASH RECEIPTS WITHOUT INVOICE NU	245.96	245.96	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3972	POINTSMITH	HOUSTON	1012012	VALERO TAX	366.97	366.97	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Do not agree. Tax Collected Not Paid to Valero or State
220	3	4863H-3973	POINTSMITH	HOUSTON	1012012	VALERO TAX	872.03	-	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#8541
220	3	4863H-3974	POINTSMITH	HOUSTON	1012012	VALERO TAX	585.21	-	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. Shipped COS
220	3	4863H-3975	POINTSMITH	HOUSTON	2929V	VALERO TAX	362.50	282.50	-	-	2/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice.
220	3	4863H-3976	POINTSMITH	HOUSTON	2931V	VALERO TAX	174.00	174.00	-	-	2/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice
220	3	4863H-3977	POINTSMITH	HOUSTON	2938V	VALERO TAX	542.05	542.05	-	-	2/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice
220	3	4863H-3978	POINTSMITH	HOUSTON	2933V	VALERO TAX	322.80	322.80	-	-	2/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice
220	3	4863H-3979	POINTSMITH	HOUSTON	2949V	VALERO TAX	564.90	564.90	-	-	2/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice
220	3	4863H-3980	POINTSMITH	HOUSTON	10021-020712D		395.85	395.85	-	-	2/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3981	POINTSMITH	HOUSTON	16021-020712D	VALERO TAX	284.50	284.50	-	-	2/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Invoice number is 2954V. Disagree because tax was collected not remitted based on support provided.
220	3	4863H-3982	POINTSMITH	HOUSTON	16021-020712D		57.65	57.65	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3983	POINTSMITH	HOUSTON	215125		15.65	34.28	-	-	2/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Invoice number is 10057652. Disagree because tax was collected not remitted based on support provided. Taxpayer did not include $1.58 tax into total taxable sales. The excel formula did not include this tax. Also freight was not taxed. Due to small amount, I add freight into Amended Taxable amount.
220	3	4863H-3984	POINTSMITH	HOUSTON	217127	VALERO TAX	287.27	-	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#61580
220	3	4863H-3985	POINTSMITH	HOUSTON	3019V	VALERO TAX	577.80	577.80	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided tax was not given to Valero, but was charged on the invoice

Exhibit No. 1
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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
220	3	4863H-3996	POINTSMITH	HOUSTON	3034V	VALERO TAX	140.50	140.50	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided tax was not given to Valero but was charged on the invoice
220	2	4863H-3997	POINTSMITH	HOUSTON	2997V	VALERO TAX	194.03	194.03	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided tax was not given to Valero but was charged on the invoice
220	3	4863H-3998	POINTSMITH	HOUSTON	3012V	VALERO TAX	339.90	339.90	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided tax was not given to Valero but was charged on the invoice
220	3	4863H-3999	POINTSMITH	HOUSTON	3021V	VALERO TAX	794.50	794.50	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support provided tax was not given to Valero but was charged on the invoice
220	3	4863H-3990	POINTSMITH	HOUSTON	3035V	VALERO TAX	1,363.20	1,363.20	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	2	4863H-3991	POINTSMITH	HOUSTON	30212		303.65	303.65	-	-	3/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3992	POINTSMITH	HOUSTON	30212		258.56	258.56	-	-	3/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3993	POINTSMITH	HOUSTON	30212		54.65	54.65	-	-	3/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3994	POINTSMITH	HOUSTON	30212		1,276.20	1,276.20	-	-	3/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3995	POINTSMITH	HOUSTON	30212		176.82	176.82	-	-	3/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-3996	POINTSMITH	HOUSTON	OR9524		528.73	-	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP included this on hand copy workpaper & March 2012 return
220	3	4863H-3997	POINTSMITH	HOUSTON	OR9309	VALERO TAX	624.12	-	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#91680
220	3	4863H-3998	POINTSMITH	HOUSTON	OR9313	VALERO TAX	1,454.55	-	-	-	3/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. Shipped COD.
220	3	4863H-3999	POINTSMITH	HOUSTON	OR9524	VALERO TAX	92.24	-	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#91680
220	3	4863H-4000	POINTSMITH	HOUSTON	16021-0416128		138.90	138.90	-	-	4/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4001	POINTSMITH	HOUSTON	16021-0416128AB		1,276.20	1,276.20	-	-	4/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4002	POINTSMITH	HOUSTON	430120		203.15	-	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP provided invoice number 1000687550, 1000690250 and 1000690906. Tax collected and remitted tallied on invoice and workpaper & May 2012 return. But sales tax was not charged on freight. Due to the immaterial amount, no adjustment will be made. Invoice number 1000687524. Tax collected was remitted, but there is $15.95 freight that not taxed correctly. However, due to the small amount. No adjustment will be made.
220	3	4863H-4003	POINTSMITH	HOUSTON	430127		120.00	-	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	2	4863H-4004	POINTSMITH	HOUSTON	16021-0429120		96.75	96.75	-	-	5/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	2	4863H-4005	POINTSMITH	HOUSTON	16021-0430120		208.04	208.04	-	-	5/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4006	POINTSMITH	HOUSTON	16021-0504120AB		1,276.19	1,276.19	-	-	5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4007	POINTSMITH	HOUSTON	16021-0507120A		92.75	92.75	-	-	5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	2	4863H-4008	POINTSMITH	HOUSTON	16021-0514120		100.30	100.30	-	-	5/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	1	4863H-4009	POINTSMITH	HOUSTON	16021-0514120		218.70	218.70	-	-	5/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4010	POINTSMITH	HOUSTON	16021-0516120		62.27	62.27	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4011	POINTSMITH	HOUSTON	16021-0525120A		89.75	89.75	-	-	5/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Invoice number 1000693102. Tax collected was remitted, but there is $15.26 freight that not taxed correctly. However, due to the small amount. No adjustment will be made.
220	3	4863H-4012	POINTSMITH	HOUSTON	OR9497		159.05	-	-	-	5/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4013	POINTSMITH	HOUSTON	16021-0525120		247.75	247.75	-	-	6/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4014	POINTSMITH	HOUSTON	16021-0531120		316.65	316.65	-	-	6/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	2	4863H-4015	POINTSMITH	HOUSTON	20971-0608120		92.75	92.75	-	-	6/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4016	POINTSMITH	HOUSTON	20971-0612120		259.65	259.65	-	-	6/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Invoice number 1000698354 and 1000700092. Tax collected was remitted, but there is $0.42 freight that not taxed correctly (15.9+14.52). However, due to the small amount. No adjustment will be made
220	2	4863H-4017	POINTSMITH	HOUSTON	611127		149.06	-	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#91680
220	3	4863H-4018	POINTSMITH	HOUSTON	620127	VALERO TAX	53.82	-	-	-	6/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#91680
220	3	4863H-4019	POINTSMITH	HOUSTON	625128	VALERO TAX	403.52	-	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#91680
220	2	4863H-4020	POINTSMITH	HOUSTON	626128	VALERO TAX	128.00	-	-	-	6/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	2	4863H-4021	POINTSMITH	HOUSTON	20972-0709120		341.23	341.23	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4022	POINTSMITH	HOUSTON	20972-0709120		17.00	17.00	-	-	7/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	2	4863H-4023	POINTSMITH	HOUSTON	20972-0716128		1,276.20	1,276.20	-	-	7/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	2	4863H-4024	POINTSMITH	HOUSTON	20972-0723128		225.65	225.65	-	-	7/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4025	POINTSMITH	HOUSTON	20972-0725120AB		1,473.75	1,473.75	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4026	POINTSMITH	HOUSTON	712128		105.21	-	-	-	7/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Invoice number 1000706502. Tax collected was remitted, but there is 12.53 freight that not taxed correctly. However, due to the small amount. No adjustment will be made. Invoice number 1000712514. Tax collected was remitted, but there is 17.33 freight that not taxed correctly. However, due to the small amount. No adjustment will be made
220	2	4863H-4027	POINTSMITH	HOUSTON	730128		1,070.67	-	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#91680
220	2	4863H-4028	POINTSMITH	HOUSTON	711128	VALERO TAX	871.64	-	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#91680
220	3	4863H-4029	POINTSMITH	HOUSTON	727128	VALERO TAX	187.15	-	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#91680
220	2	4863H-4030	POINTSMITH	HOUSTON	730128	VALERO TAX	36.55	-	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP paid the sales tax to Valero by ck#91680
220	3	4863H-4031	POINTSMITH	HOUSTON	20973-0803120		84.25	84.25	-	-	8/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
220	3	4863H-4032	POINTSMITH	HOUSTON	20973-0806120		1,276.20	1,276.20	-	-	8/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	

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220	3	4863H-4030	POINTSMITH	HOUSTON	613126		227.52	-	-	-	8/13/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Invoice number 1000714567. Tax collected was remitted, but there is 13.23 freight that not taxed correctly. However, due to the small amount. No adjustment will be made.
220	3	4863H-4034	POINTSMITH	HOUSTON	827126	VALERO TAX	129.09	-	-	-	8/27/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Agreed. TP paid the sales tax to Valero by check1560
220	3	4863H-4033	POINTSMITH	HOUSTON	826126	VALERO TAX	346.55	-	-	-	8/28/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Agreed. TP paid the sales tax to Valero by check1560
220	3	4863H-4036	POINTSMITH	HOUSTON	20974-0925126		136.90	136.90	-	-	9/27/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4037	POINTSMITH	HOUSTON	3502V	VALERO TAX	634.55	634.55	-	-	9/4/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice.
220	3	4863H-4038	POINTSMITH	HOUSTON	3342V	VALERO TAX	184.00	184.00	-	-	9/4/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice.
220	3	4863H-4039	POINTSMITH	HOUSTON	3358V	VALERO TAX	469.15	469.15	-	-	9/4/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice.
220	3	4863H-4040	POINTSMITH	HOUSTON	3391V	VALERO TAX	260.50	260.50	-	-	9/17/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice.
220	3	4863H-4041	POINTSMITH	HOUSTON	3384V	VALERO TAX	171.65	171.65	-	-	9/17/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice.
220	3	4863H-4042	POINTSMITH	HOUSTON	3402V	VALERO TAX	1,329.30	1,329.30	-	-	9/13/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice.
220	3	4863H-4043	POINTSMITH	HOUSTON	3405V	VALERO TAX	348.00	348.00	-	-	9/13/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4044	POINTSMITH	HOUSTON	20975-1002126		36.85	36.85	-	-	10/5/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4045	POINTSMITH	HOUSTON	20975-1015126ABC		1,916.25	1,916.25	-	-	10/22/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4046	POINTSMITH	HOUSTON	22126	VALERO TAX	622.55	-	-	-	10/22/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Agreed. TP paid the sales tax to Valero by check1560
220	3	4863H-4047	POINTSMITH	HOUSTON	23126	VALERO TAX	261.70	-	-	-	10/23/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Agreed. TP paid the sales tax to Valero by check1560
220	3	4863H-4048	POINTSMITH	HOUSTON	20976-1112126		10.60	10.60	-	-	11/14/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4049	POINTSMITH	HOUSTON	20976-1120126		70.10	70.10	-	-	11/29/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4050	POINTSMITH	HOUSTON	20976-1126126GH		1,278.15	1,278.15	-	-	11/29/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4051	POINTSMITH	HOUSTON	20976-1126126J		1,278.15	1,278.15	-	-	11/29/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4052	POINTSMITH	HOUSTON	20976-1127126F		308.15	308.15	-	-	11/30/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4053	POINTSMITH	HOUSTON	3590V	VALERO TAX	174.00	174.00	-	-	11/26/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Not Agreed. Based on the support provided, tax was not given to Valero, but was charged on the invoice.
220	3	4863H-4054	POINTSMITH	HOUSTON	PACE JOB # 2145		119.45	119.45	-	-	11/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4055	POINTSMITH	HOUSTON	102127		46.57	-	-	-	11/2/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Invoice number 1000735648&1000754997. Tax collected was remitted, but there is 26.45 freight that not taxed correctly (13.79+12.66). However, due to the small amount. No adjustment will be made.
220	3	4863H-4056	POINTSMITH	HOUSTON	101127	VALERO TAX	372.61	-	-	-	11/1/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Agreed. TP paid the sales tax to Valero by check1560
220	3	4863H-4057	POINTSMITH	HOUSTON	105126	VALERO TAX	1,010.42	-	-	-	11/5/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Agreed. TP paid the sales tax to Valero by check1560
220	3	4863H-4058	POINTSMITH	HOUSTON	131210	VALERO TAX	51.03	51.03	-	-	11/13/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Disagree because tax was collected not remitted even if it is shipped out of state
220	3	4863H-4059	POINTSMITH	HOUSTON	20976-111612A		82.40	82.40	-	-	12/4/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4060	POINTSMITH	HOUSTON	20977-122612A		219.99	219.99	-	-	12/31/2012 Y	HOUSTO	NONE	MTAHOU	NONE		
220	3	4863H-4061	POINTSMITH	HOUSTON	203126		500.55	-	-	-	12/3/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Invoice number 1000740253. Tax collected was remitted, but there is 72.74 freight that not taxed correctly. However, due to the small amount. No adjustment will be made.
220	3	4863H-4062	POINTSMITH	HOUSTON	201126	VALERO TAX	146.55	-	-	-	12/31/2012 Y	HOUSTO	NONE	MTAHOU	NONE		Agreed. TP paid the sales tax to Valero by check1560
220	Subtotal						35,353.59	22,490.87	-	-							
225	2	None	POINTSMITH	HOUSTON	816102	1750V	-	294.44	-	-	8/16/2010 Y	HOUSTO	NONE	MTAHOU	NONE		This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	816102	1753V	-	60.95	-	-	8/16/2010 Y	HOUSTO	NONE	MTAHOU	NONE		This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	816102	1754V	-	166.00	-	-	8/16/2010 Y	HOUSTO	NONE	MTAHOU	NONE		This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	826103	1766V	-	158.86	-	-	8/25/2010 Y	HOUSTO	NONE	MTAHOU	NONE		This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	826103	1767V	-	177.72	-	-	8/25/2010 Y	HOUSTO	NONE	MTAHOU	NONE		This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	826103	1768V	-	96.21	-	-	8/25/2010 Y	HOUSTO	NONE	MTAHOU	NONE		

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Exam #	Contention #	PEATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
225	2	None	POINTSMITH	HOUSTON	80510	10021-0726100	-	941.20		-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	820102	1734V	-	67.96	-	-	8/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	810102	1741V	-	218.00	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	811010	1742V	-	109.20	-	-	8/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	816102	1743V	-	459.75	-	-	8/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	816102	1749V	-	152.71	-	-	8/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	812102	1751V	-	464.10	-	-	8/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	82516	1751V	-	735.48	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	823106	1754V	-	345.13	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	820107	1771V	-	724.74	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	820107	1772V	-	450.25	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	823106	1773V	-	950.44	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	820107	1774V	-	317.02	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	823102	1777V	-	792.40	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	82710	1778V	-	577.23	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	825103	1782V	-	339.62	-	-	8/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	830102	1784V	-	421.86	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	826102	1785V	-	577.23	-	-	8/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	827104	1789V	-	265.87	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	830102	1794V	-	107.00	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	830106	1795V	-	318.27	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	52549	Sales Tax for 2006 DalTex Inv	-	3,831.52	-	-	6/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR

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225	2	None	POINTSMITH	HOUSTON	505100	Valero Tax	-	406.12	-	-	6/8/2010 Y		HOUSTO	NONE	MTAHOU	NONE	406.12*50.07/6.25% This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	617102	Valero Tax	-	89.70	-	-	6/17/2010 Y		HOUSTO	NONE	MTAHOU	NONE	89.70*7.49/6.25% This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	620104	Valero Tax	-	1,470.06	-	-	6/20/2010 Y		HOUSTO	NONE	MTAHOU	NONE	1470.06*121.29/6.25% This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	630105	Valero Tax	-	17.94	-	-	6/30/2010 Y		HOUSTO	NONE	MTAHOU	NONE	17.94*1.49/6.25% This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	831102	Valero Tax	-	11.86	-	-	8/31/2010 Y		HOUSTO	NONE	MTAHOU	NONE	11.86*0.98/6.25% This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	930102	17720-9678.10	-	2,298.00	-	-	9/30/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	102910	15021-1120109	-	87.30	-	-	10/29/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	102910	15021-1022109	-	437.70	-	-	10/29/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	110410	1601V	-	184.00	-	-	11/4/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	110806	1719V	-	150.60	-	-	11/8/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	111510	1836V	-	48.51	-	-	11/15/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	111502	1853V	-	436.47	-	-	11/15/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	111502	1854V	-	48.50	-	-	11/15/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	111502	1855V	-	117.00	-	-	11/15/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	122104	1869V	-	135.51	-	-	11/22/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112210	1868V	-	243.00	-	-	11/22/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	123102	1893V	-	97.00	-	-	11/23/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	123102	1894V	-	97.00	-	-	11/23/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	110510	15021-1109100	-	201.40	-	-	11/5/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	110910	15021-1104100	-	175.10	-	-	11/9/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112610	15021-1119100	-	1,356.45	-	-	11/26/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR

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225	2	None	POINTSMITH	HOUSTON	112110	1[illegible]	-	194.00	-	-	11/4/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1894V	-	134.00	-	-	11/5/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1895V	-	48.50			11/8/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1896V	-	97.00	-		11/9/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1925V	-	154.00	-	-	11/10/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1941V	-	544.20	-	-	11/12/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1942V	-	120.50	-	-	11/12/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1943V	-	199.10	-	-	11/12/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1944V	-	258.00	-	-	11/12/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1947V	-	140.50	-	-	11/12/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1948V	-	134.45	-	-	11/12/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1950V	-	128.15	-	-	11/12/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1952V	-	457.30	-	-	11/15/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1957V	-	48.50	-	-	11/17/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1959V	-	139.50	-	-	11/17/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1978V	-	296.50	-	-	11/19/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1981V	-	53.50	-	-	11/19/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112110	1984V	-	177.00	-	-	11/19/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	120110	16021-112910A	-	57.65	-	-	12/1/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	121210	16021-120610A	-	173.30	-	-	12/13/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	121310	16021-120610A	-	1,378.20	-	-	12/13/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	122410	16021-122210C	-	1,454.35	-	-	12/24/2010 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR

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225	2	None	POINTSMITH	HOUSTON	120710	16021-122310A	-	2,296.15	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	203105	[illegible]	-	712.40	-	-	12/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	213105	1656V	-	38.50	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	213105	1607V	-	120.50			12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	213105	1601V	-	55.50	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	[illegible]	16021-010411A	-	50.30	-	-	1/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	12511	16021-012511A	-	578.75	-	-	1/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	12811	16021-012811C	-	195.40	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	13111	16021-013011C	-	239.50	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	13111	16021-012711B	-	704.25	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	22211	16021-021611A	-	87.30	-	-	2/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	22811	16021-021811B1	-	1,112.15	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	22411	16021-022211A	-	285.14	-	-	2/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	30711	16021-022511A	-	6,805.50	-	-	3/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	30411	16021-030211A	-	514.00	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	32811	16021-030411A	-	134.14	-	-	3/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	31411	16021-030711B	-	253.19	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	32211	16021-031711B	-	205.85	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	32211	16021-032111B	-	137.30	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	32211	16021-032111D	-	511.05	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	32411	16021-032211C	-	54.65	-	-	3/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	33011	16021-032511A	-	136.10	-	-	3/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR

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225	2	None	POINTSMITH	HOUSTON	42411	16021-0320116	-	699.80	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	42611	16021-0380114A	-	248.80	-	-	4/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	42611	16021-0400116	-	215.35	-	-	4/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	41911	16021-0408116	-	145.90	-	-	4/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	41911	16021-0411116	-	169.10	-	-	4/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	41911	16021-0411116	-	97.70	-	-	4/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	41911	16021-0411116	-	257.80	-	-	4/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	42011	16021-0416116	-	142.15	-	-	4/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	42711	16021-0418116	-	499.40	-	-	4/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	42711	16021-0421116	-	154.30	-	-	4/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	50211	16021-0512116	-	1,865.35	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	50211	16021-0426116C1	-	67.65	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	50411	16021-0427116	-	476.00	-	-	5/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	51111	16021-0502116	-	609.06	-	-	5/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	51011	16021-0505116	-	306.50	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	52011	16021-0513116	-	73.85	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	502118	2189V	-	462.01	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	509112	2273V	-	1,205.00	-	-	5/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	51311	2286V	-	1,527.97	-	-	5/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	51311	16021-0601113A	-	134.12	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	51011	16021-0601113B	-	123.55	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	50011	16021-0602116	-	139.25	-	-	6/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
225	2	None	POINTSMITH	HOUSTON	61811	16021-063711B	-	778.05	-	-	6/13/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	61811	16021-063711E	-	177.46	-	-	6/14/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	62811	16021-061711C	-	1,342.74	-	-	6/28/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	62811	16021-061711E	-	4,663.01	-	-	6/24/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	62811	16021-062211C	-	84.31	-	-	6/24/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	62811	16021-062211A	-	94.16	-	-	6/27/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	62811	16021-062311C	-	58.24	-	-	6/28/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	62811	16021-062311E	-	948.73	-	-	6/29/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	62811	16021-062311J	-	1,917.15	-	-	6/29/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	70811	16021-062111D	-	92.75	-	-	7/8/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	70711	16021-062811D	-	1,305.00	-	-	7/7/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	71111	16021-063011FG	-	1,358.15	-	-	7/11/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	70711	16021-063011K	-	1,245.99	-	-	7/7/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	71211	16021-070611D	-	653.10	-	-	7/13/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	71211	16021-070611E	-	1,276.20	-	-	7/13/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	71211	16021-070611D	-	67.65	-	-	7/12/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	52180	16021-071111D TMC Feeds	-	365.00	-	-	7/22/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	71111	16585-070111A	-	149.53	-	-	7/11/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	706115	Valero Tax	-	839.68	-	-	7/5/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	719115	Valero Tax	-	305.94	-	-	7/18/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	719117	Valero Tax	-	303.62	-	-	7/20/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	61111	16021-072811D	-	345.90	-	-	8/1/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR

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225	1	None	POINTSMITH	HOUSTON	80041	16021-0729/1C	-	328.00	-	-	8/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	805112	18042-080111A	-	3,107.48	-	-	8/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	81141	2500V	-	1,309.85	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	82211	2503V	-	60.60	-	-	8/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	82211	2504V	-	54.00	-	-	8/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	81711	2505V	-	177.25	-	-	8/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	82211	2506V	-	368.05	-	-	8/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	81711	2507V	-	317.02	-	-	8/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	822112	2508V	-	4,021.70	-	-	8/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	822112	2514V	-	158.36	-	-	8/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	819112	2517V	-	475.25	-	-	8/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	822112	2519V	-	235.87	-	-	8/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	82311	2520V	-	324.24	-	-	8/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	822112	2521V	-	97.00	-	-	8/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	82411	2536V	-	86.60	-	-	8/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	82411	2537V	-	643.02	-	-	8/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	829114	2542V	-	203.72	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	829117	2544V	-	45.50	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	829112	2546V	-	139.71	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	830112	2548V	-	543.04	-	-	8/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	831112	2558V	-	213.32	-	-	8/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	1	None	POINTSMITH	HOUSTON	831112	2560V	-	212.40	-	-	8/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR

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225	2	None	POINTSMITH	HOUSTON	831112	2553V	-	254.81	-		8/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	831112	2564V	-	375.00	-	-	8/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	831112	2565V	-	244.34	-	-	8/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	913115	Valero Tax	-	75.27	-	-	9/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	913115	Valero Tax		13.45	-	-	9/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	920115	Valero Tax	-	13.45		-	9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	920115	Valero Tax	-	120.48	-	-	9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	91911	16021-092011C	-	391.45	-	-	9/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	92011	16021-092011B	-	70.10	-	-	9/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	92011	16021-092011CR	-	305.00	-	-	9/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	902112	2554V	-	1,343.76	-	-	9/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	901112	2573V	-	2,057.38	-	-	9/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	914115	Valero Tax	-	200.85	-	-	9/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	915117	Valero Tax	-	52.79	-	-	9/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	920115	Valero Tax	-	80.80	-	-	9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	926115	Valero Tax	-	38.06	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	102811	16021-101311D	-	1,530.54	-	-	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	101811	16021-101411B	-	1,276.20	-	-	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	102411	16021-101711A	-	921.30	-	-	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	102811	16021-101711D	-	1,276.20	-	-	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	102011	16021-101811A	-	350.40	-	-	10/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	102411	16021-101811B	-	57.65	-	-	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR

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225	2	None	POINTSMITH	HOUSTON	102411	16021-102011E	-	45.20	-	-	10/24/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	102511	16021-102511F	-	164.90	-	-	10/25/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	102611	16021-102611A	-	898.05	-	-	10/26/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	7112	2582V	-	94.50	-	-	10/7/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	13112	2583V	-	94.50	-	-	10/13/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	13112	2584V	-	94.50	-	-	10/13/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	21112	2602V	-	54.00	-	-	10/21/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	21112	2603V	-	54.00	-	-	10/21/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	21112	2604V	-	121.53	-	-	10/21/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	18112	2613V	-	13.50	-	-	10/18/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	101911	2614V	-	511.50	-	-	10/19/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	3117	Valero Tax	-	126.65	-	-	10/31/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	3117	Valero Tax	-	103.55	-	-	10/31/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	111011	16021-110411B	-	1,473.75	-	-	11/10/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	111811	16021-111811AB	-	1,555.80	-	-	11/18/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	112111	16021-112111A	-	750.70	-	-	11/21/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	110112	2759V	-	115.64	-	-	11/10/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	111512	2818V	-	53.50	-	-	11/15/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	111811	2820V	-	1,031.82	-	-	11/18/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	21646	M.B. GRM Food (Popeyes)Quote11.9.11	-	652.20	-	-	11/17/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	100115	Valero Tax	-	381.64	-	-	11/4/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	107117	Valero Tax	-	39.55	-	-	11/7/2011 Y		HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
225	2	None	POINTSMITH	HOUSTON	118115	Valero Tax	-	250.06	-	-	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	121115	Valero Tax	-	227.33	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	121117	Valero Tax	-	81.54	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	120911	16021-120911F	-	243.45	-	-	12/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	121311	16021-120911D	-	211.00	-	-	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	122711	16021-121911AB	-	1,390.00	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	120211	16021-121911D	-	427.43	-	-	12/02/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	121211	16021-121911C	-	101.25	-	-	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	271110	26044	-	(253.02)	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	123419	100035626828	-	1,515.76	-	-	12/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	205117	Valero Tax	-	15.15	-	-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	205115	Valero Tax	-	64.00	-	-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	227117	Valero Tax	-	1,013.94	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	2	None	POINTSMITH	HOUSTON	230114	Valero Tax	-	45.38	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	This was part of Exam 100. Taxpayer was able to identify the detail transactions. I detail them and TCNR errors were scheduled as Exam 225, 2010 & 2011 TCNR
225	Subtotal						-	111,050.46	-	-							
230	3	4863H-4081	POINTSMITH	HOUSTON	75874		571.27	-	-	-	9/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. Valid certificate from Philips 66
230	3	4863H-4083	POINTSMITH	HOUSTON	2071-0-0108-12A		225.56	225.56	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Taxable sales
230	3	4863H-4084	POINTSMITH	HOUSTON	1012012		3,165.00	3,165.00	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4085	POINTSMITH	HOUSTON	1012012		160.57	160.57	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4086	POINTSMITH	HOUSTON	1012012		1,251.13	1,251.13	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4087	POINTSMITH	HOUSTON	1012012		3.92	3.92	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4088	POINTSMITH	HOUSTON	1012012		129.97	129.97	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4089	POINTSMITH	HOUSTON	1012012		14.00	14.00	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4070	POINTSMITH	HOUSTON	1012012		78.10	78.10	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4071	POINTSMITH	HOUSTON	1012012		811.45	811.45	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4072	POINTSMITH	HOUSTON	1012012		42.70	42.70	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4073	POINTSMITH	HOUSTON	1012012		443.10	443.10	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4074	POINTSMITH	HOUSTON	1012012		69.82	69.82	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4075	POINTSMITH	HOUSTON	1012012		3.67	3.67	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4076	POINTSMITH	HOUSTON	1012012		271.65	271.65	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4077	POINTSMITH	HOUSTON	1012012		6,229.61	6,229.61	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4078	POINTSMITH	HOUSTON	1012012		57.30	57.30	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4079	POINTSMITH	HOUSTON	1012012		345.21	345.21	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4080	POINTSMITH	HOUSTON	1012012		40.28	40.28	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4081	POINTSMITH	HOUSTON	1012012		1,241.49	1,241.49	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4082	POINTSMITH	HOUSTON	1012012		1,659.28	1,659.28	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4083	POINTSMITH	HOUSTON	1012012		1,975.06	1,975.06	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4084	POINTSMITH	HOUSTON	1012012		453.00	453.00	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4085	POINTSMITH	HOUSTON	1012012		716.65	716.65	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4086	POINTSMITH	HOUSTON	1012012		2,586.41	2,586.41	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4087	POINTSMITH	HOUSTON	1012012		174.36	174.36	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4088	POINTSMITH	HOUSTON	1012012		253.15	253.15	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4089	POINTSMITH	HOUSTON	1012012		1,250.00	1,250.00	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4090	POINTSMITH	HOUSTON	1012012		968.83	968.83	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4091	POINTSMITH	HOUSTON	1012012		1,822.52	1,822.52	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4092	POINTSMITH	HOUSTON	1012012		95.00	95.00	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4093	POINTSMITH	HOUSTON	1012012		1,048.79	1,048.79	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4094	POINTSMITH	HOUSTON	1012012		57.26	57.26	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
230	3	4863H-4095	POINTSMITH	HOUSTON	1012012		(500.00)	-	-	-	1/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales tax was charged correctly in the original invoices. It has never been scheduled as an overcharge. As such, credit should not be allowed
230	3	4863H-4096	POINTSMITH	HOUSTON	20386-0202126		65.94	65.94	-	-	2/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Taxable sales
230	3	4863H-4097	POINTSMITH	HOUSTON	214122		493.77	493.77	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4098	POINTSMITH	HOUSTON	214123		14.92	14.92	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4099	POINTSMITH	HOUSTON	214124		25.77	25.77	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4100	POINTSMITH	HOUSTON	214125		89.24	89.24	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4101	POINTSMITH	HOUSTON	214127		520.00	520.00	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4102	POINTSMITH	HOUSTON	214128		4,073.82	4,073.82	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4103	POINTSMITH	HOUSTON	214129		2,782.15	2,782.15	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4104	POINTSMITH	HOUSTON	141210		934.00	934.00	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4105	POINTSMITH	HOUSTON	21512		618.67	618.67	-	-	2/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4106	POINTSMITH	HOUSTON	215122		32.56	32.56	-	-	2/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4107	POINTSMITH	HOUSTON	215123		115.56	115.58	-	-	2/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4108	POINTSMITH	HOUSTON	215125		190.10	190.10	-	-	2/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4109	POINTSMITH	HOUSTON	21712		602.41	602.41	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4110	POINTSMITH	HOUSTON	217122		2,841.53	2,841.53	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4111	POINTSMITH	HOUSTON	217123		16.35	16.35	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4112	POINTSMITH	HOUSTON	217124		182.09	182.09	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4113	POINTSMITH	HOUSTON	217125		111.95	111.95	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4114	POINTSMITH	HOUSTON	217126		846.38	846.38	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4115	POINTSMITH	HOUSTON	217128		2,739.55	2,739.55	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4116	POINTSMITH	HOUSTON	217129		1,063.44	1,063.44	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4117	POINTSMITH	HOUSTON	171210		293.00	293.00	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4118	POINTSMITH	HOUSTON	223122		1,284.46	1,284.46	-	-	2/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4119	POINTSMITH	HOUSTON	223123		67.62	67.62	-	-	2/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4120	POINTSMITH	HOUSTON	223124		302.13	302.13	-	-	2/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4121	POINTSMITH	HOUSTON	223126		513.17	513.17	-	-	2/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4122	POINTSMITH	HOUSTON	223127		5,365.73	5,365.73	-	-	2/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4123	POINTSMITH	HOUSTON	223128		1,702.00	1,702.00	-	-	2/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4124	POINTSMITH	HOUSTON	22712		125.68	125.68	-	-	2/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4125	POINTSMITH	HOUSTON	227122		60.00	60.00	-	-	2/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4126	POINTSMITH	HOUSTON	227123		251.92	251.92	-	-	2/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4127	POINTSMITH	HOUSTON	227124		213.04	213.04	-	-	2/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4128	POINTSMITH	HOUSTON	227125		66.50	66.50	-	-	2/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4129	POINTSMITH	HOUSTON	30512		1,435.46	1,435.46	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4130	POINTSMITH	HOUSTON	30612		(33.37)	-	-	-	3/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state/nontaxable sales. Therefore, it should not be scheduled
230	3	4863H-4131	POINTSMITH	HOUSTON	31412		748.40	748.40	-	-	3/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4132	POINTSMITH	HOUSTON	301122		666.16	666.16	-	-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4133	POINTSMITH	HOUSTON	301123		2,866.39	2,866.39	-	-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4134	POINTSMITH	HOUSTON	301124		39.46	39.46	-	-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4135	POINTSMITH	HOUSTON	301125		199.69	199.69	-	-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4136	POINTSMITH	HOUSTON	301126		106.28	106.28	-	-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4137	POINTSMITH	HOUSTON	301128		1,784.16	1,784.16	-	-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4138	POINTSMITH	HOUSTON	301129		244.29	244.29	-	-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4139	POINTSMITH	HOUSTON	305122		242.65	242.65	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4140	POINTSMITH	HOUSTON	305122		75.55	75.55	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4141	POINTSMITH	HOUSTON	305123		12.77	12.77	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4142	POINTSMITH	HOUSTON	305124		78.41	78.41	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4143	POINTSMITH	HOUSTON	305125		241.20	241.20	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4144	POINTSMITH	HOUSTON	305126		13.00	13.00	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4145	POINTSMITH	HOUSTON	306122		(9.20)	-	-	-	3/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state/nontaxable sales. Therefore, it should not be scheduled
230	3	4863H-4146	POINTSMITH	HOUSTON	306123		(6.50)	-	-	-	3/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state/nontaxable sales. Therefore, it should not be scheduled
230	3	4863H-4147	POINTSMITH	HOUSTON	313122		1,605.21	1,605.21	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4148	POINTSMITH	HOUSTON	313123		95.01	95.01	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4149	POINTSMITH	HOUSTON	313124		71.94	71.94	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4150	POINTSMITH	HOUSTON	313125		539.00	539.00	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4151	POINTSMITH	HOUSTON	313127		2,096.29	2,096.29	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4152	POINTSMITH	HOUSTON	313128		1,237.23	1,237.23	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4153	POINTSMITH	HOUSTON	313129		497.00	497.00	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4154	POINTSMITH	HOUSTON	314122		39.39	39.39	-	-	3/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4155	POINTSMITH	HOUSTON	314123		90.00	90.00	-	-	3/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4156	POINTSMITH	HOUSTON	314124		18.97	18.97	-	-	3/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4157	POINTSMITH	HOUSTON	316122		255.42	255.42	-	-	3/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4158	POINTSMITH	HOUSTON	316123		1,694.03	1,694.03	-	-	3/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4159	POINTSMITH	HOUSTON	316124		102.61	102.61	-	-	3/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4160	POINTSMITH	HOUSTON	316125		1,201.69	1,201.69	-	-	3/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4161	POINTSMITH	HOUSTON	316126		1,920.51	1,920.51	-	-	3/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4162	POINTSMITH	HOUSTON	316127		1,010.89	1,010.89	-	-	3/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4163	POINTSMITH	HOUSTON	316128		106.50	106.50	-	-	3/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4164	POINTSMITH	HOUSTON	326122		1,221.50	1,221.50	-	-	3/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4165	POINTSMITH	HOUSTON	326123		472.46	472.46	-	-	3/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4166	POINTSMITH	HOUSTON	326124		114.06	114.06	-	-	3/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4167	POINTSMITH	HOUSTON	326125		148.74	148.74	-	-	3/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4168	POINTSMITH	HOUSTON	326126		102.99	102.99	-	-	3/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4169	POINTSMITH	HOUSTON	326127		257.66	257.66	-	-	3/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4170	POINTSMITH	HOUSTON	326128		2,461.24	2,461.24	-	-	3/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4171	POINTSMITH	HOUSTON	327122		2,568.14	2,568.14	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4172	POINTSMITH	HOUSTON	327123		69.62	69.62	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4173	POINTSMITH	HOUSTON	327124		87.26	87.26	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4174	POINTSMITH	HOUSTON	327125		1,062.20	1,062.20	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4175	POINTSMITH	HOUSTON	327126		199.36	199.36	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
230	3	4863H-4176	POINTSMITH	HOUSTON	327128		75.06	75.06	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4177	POINTSMITH	HOUSTON	11210		346.32	346.32	-	-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4178	POINTSMITH	HOUSTON	251210		698.97	698.97	-	-	3/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4179	POINTSMITH	HOUSTON	261211		318.50	318.50	-	-	3/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4180	POINTSMITH	HOUSTON	271210		650.70	650.70	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4181	POINTSMITH	HOUSTON	271211		120.71	120.71	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4182	POINTSMITH	HOUSTON	271212		61.50	61.50	-	-	3/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4183	POINTSMITH	HOUSTON	676265		89.46	89.46	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4184	POINTSMITH	HOUSTON	676266		89.46	89.46	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4185	POINTSMITH	HOUSTON	676267		204.49	204.49	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4186	POINTSMITH	HOUSTON	676268		204.49	204.49	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4187	POINTSMITH	HOUSTON	676269		690.16	690.16	-	-	3/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4188	POINTSMITH	HOUSTON	40212		1,926.50	1,926.50	-	-	4/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4189	POINTSMITH	HOUSTON	40512		(97.50)	(97.50)	-	-	4/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Credit for taxable sales return
230	3	4863H-4190	POINTSMITH	HOUSTON	41012		180.94	180.94	-	-	4/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4191	POINTSMITH	HOUSTON	41312		2,736.66	2,736.66	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4192	POINTSMITH	HOUSTON	42712		1,291.85	1,291.85	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4193	POINTSMITH	HOUSTON	43012		749.08	749.08	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4194	POINTSMITH	HOUSTON	43012		1,756.62	1,756.62	-	-	4/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4195	POINTSMITH	HOUSTON	402122		463.60	463.60	-	-	4/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4196	POINTSMITH	HOUSTON	402123		92.56	92.56	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4197	POINTSMITH	HOUSTON	402124		2.23	2.23	-	-	4/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4198	POINTSMITH	HOUSTON	402125		131.64	131.64	-	-	4/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4199	POINTSMITH	HOUSTON	402126		349.38	349.38	-	-	4/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4200	POINTSMITH	HOUSTON	402128		606.27	606.27	-	-	4/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4201	POINTSMITH	HOUSTON	402129		408.51	408.51	-	-	4/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4202	POINTSMITH	HOUSTON	403122		60.99	60.99	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4203	POINTSMITH	HOUSTON	403123		199.15	199.15	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4204	POINTSMITH	HOUSTON	403124		68.36	68.36	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4205	POINTSMITH	HOUSTON	403125		17.28	17.28	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4206	POINTSMITH	HOUSTON	403126		188.40	188.40	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4207	POINTSMITH	HOUSTON	403127		1,070.00	1,070.00	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4208	POINTSMITH	HOUSTON	403128		330.09	330.09	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4209	POINTSMITH	HOUSTON	403129		231.57	231.57	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4210	POINTSMITH	HOUSTON	409122		644.92	644.92	-	-	4/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4211	POINTSMITH	HOUSTON	409123		246.47	246.47	-	-	4/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4212	POINTSMITH	HOUSTON	409124		171.50	171.50	-	-	4/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4213	POINTSMITH	HOUSTON	409125		56.03	56.03	-	-	4/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4214	POINTSMITH	HOUSTON	409126		630.00	630.00	-	-	4/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4215	POINTSMITH	HOUSTON	409128		443.24	443.24	-	-	4/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4216	POINTSMITH	HOUSTON	409129		217.28	217.28	-	-	4/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4217	POINTSMITH	HOUSTON	410122		9.64	9.64	-	-	4/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4218	POINTSMITH	HOUSTON	410123		230.00	230.00	-	-	4/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4219	POINTSMITH	HOUSTON	410125		29.90	29.90	-	-	4/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4220	POINTSMITH	HOUSTON	410126		7.50	7.50	-	-	4/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4221	POINTSMITH	HOUSTON	411122		2,048.72	2,048.72	-	-	4/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4222	POINTSMITH	HOUSTON	411123		20.02	20.02	-	-	4/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4223	POINTSMITH	HOUSTON	411124		46.05	46.05	-	-	4/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4224	POINTSMITH	HOUSTON	411125		221.92	221.92	-	-	4/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4225	POINTSMITH	HOUSTON	411126		122.96	122.96	-	-	4/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4226	POINTSMITH	HOUSTON	411127		95.33	95.33	-	-	4/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4227	POINTSMITH	HOUSTON	411128		156.64	156.64	-	-	4/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4228	POINTSMITH	HOUSTON	413122		479.26	479.26	-	-	4/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4229	POINTSMITH	HOUSTON	413123		73.39	73.39	-	-	4/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4230	POINTSMITH	HOUSTON	413124		63.21	63.21	-	-	4/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4231	POINTSMITH	HOUSTON	413125		176.58	176.58	-	-	4/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4232	POINTSMITH	HOUSTON	427122		309.73	309.73	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4233	POINTSMITH	HOUSTON	427123		65.92	65.92	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4234	POINTSMITH	HOUSTON	427124		562.34	562.34	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4235	POINTSMITH	HOUSTON	427125		117.12	117.12	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4236	POINTSMITH	HOUSTON	427126		1,117.00	1,117.00	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4237	POINTSMITH	HOUSTON	427128		2,243.07	2,243.07	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4238	POINTSMITH	HOUSTON	427129		551.84	551.84	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4239	POINTSMITH	HOUSTON	430122		313.47	313.47	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4240	POINTSMITH	HOUSTON	430122		253.15	253.15	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4241	POINTSMITH	HOUSTON	430123		149.14	149.14	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4242	POINTSMITH	HOUSTON	430123		227.34	227.34	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4243	POINTSMITH	HOUSTON	430124		942.31	942.31	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4244	POINTSMITH	HOUSTON	430124		895.55	895.55	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4245	POINTSMITH	HOUSTON	430125		113.37	113.37	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4246	POINTSMITH	HOUSTON	430125		154.86	154.86	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4247	POINTSMITH	HOUSTON	430126		664.37	664.37	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4248	POINTSMITH	HOUSTON	430127		1,140.45	1,140.45	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4249	POINTSMITH	HOUSTON	430128		856.84	856.84	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4250	POINTSMITH	HOUSTON	430128		58.00	58.00	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4251	POINTSMITH	HOUSTON	430129		664.68	664.68	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4252	POINTSMITH	HOUSTON	430129		221.44	221.44	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4253	POINTSMITH	HOUSTON	31210		49.50	49.50	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4254	POINTSMITH	HOUSTON	81210		193.00	193.00	-	-	4/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4255	POINTSMITH	HOUSTON	91210		110.01	110.01	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4256	POINTSMITH	HOUSTON	271210		284.50	284.50	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4257	POINTSMITH	HOUSTON	301210		159.50	159.50	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4258	POINTSMITH	HOUSTON	301210		6.50	6.50	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4259	POINTSMITH	HOUSTON	CR9843		1,202.64	1,202.64	-	-	5/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4260	POINTSMITH	HOUSTON	CR9867		216.81	216.81	-	-	5/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4261	POINTSMITH	HOUSTON	CR9938		585.68	585.68	-	-	5/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4262	POINTSMITH	HOUSTON	CR9953		1,256.66	1,256.66	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4263	POINTSMITH	HOUSTON	CR9985		1,233.86	1,233.86	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4264	POINTSMITH	HOUSTON	CR9843		98.44	98.44	-	-	5/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4265	POINTSMITH	HOUSTON	CR9843		68.48	68.48	-	-	5/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Construction #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
230	3	4863H-4262	POINTSMITH	HOUSTON	CR9942		1,248.75	1,248.75	-		5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4263	POINTSMITH	HOUSTON	CR9943		162.12	162.12	-		5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4264	POINTSMITH	HOUSTON	CR9945		(312.90)		-	-	5/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state/ nontaxable sales. Therefore, it should not be scheduled
230	3	4863H-4265	POINTSMITH	HOUSTON	CR9945		(8.76)	-	-	-	5/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state/ nontaxable sales. Therefore, it should not be scheduled
230	3	4863H-4270	POINTSMITH	HOUSTON	CR9945		(9.50)	-	-	-	5/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state/ nontaxable sales. Therefore, it should not be scheduled
230	3	4863H-4271	POINTSMITH	HOUSTON	CR9987		445.54	445.54	-	-	5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4272	POINTSMITH	HOUSTON	CR9988		46.15	46.15	-	-	5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4273	POINTSMITH	HOUSTON	CR9989		25.89	25.89	-	-	5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4274	POINTSMITH	HOUSTON	CR9990		1,104.85	1,104.85	-	-	5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4275	POINTSMITH	HOUSTON	CR9991		1,559.04	1,559.04	-	-	5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4276	POINTSMITH	HOUSTON	CR9992		774.02	774.02	-	-	5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4277	POINTSMITH	HOUSTON	CR9993		362.50	362.50	-	-	5/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4278	POINTSMITH	HOUSTON	CR9997		98.70	98.70	-	-	5/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4279	POINTSMITH	HOUSTON	CR9997		705.51	705.51	-	-	5/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4280	POINTSMITH	HOUSTON	CR9997		53.72	53.72	-	-	5/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4281	POINTSMITH	HOUSTON	CR9997		115.90	115.90	-	-	5/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4282	POINTSMITH	HOUSTON	CR9997		119.13	119.13	-	-	5/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4283	POINTSMITH	HOUSTON	CR9998		85.62	85.62	-	-	5/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4284	POINTSMITH	HOUSTON	CR9998		781.27	781.27	-	-	5/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4285	POINTSMITH	HOUSTON	CR9998		76.61	76.61	-	-	5/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4286	POINTSMITH	HOUSTON	CR9998		2,305.47	2,305.47	-	-	5/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4287	POINTSMITH	HOUSTON	CR9998		736.13	736.13	-	-	5/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4288	POINTSMITH	HOUSTON	CR9998		166.50	166.50	-	-	5/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4289	POINTSMITH	HOUSTON	CR9983		199.54	199.54	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4290	POINTSMITH	HOUSTON	CR9983		143.37	143.37	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4291	POINTSMITH	HOUSTON	CR9983		19.10	19.10	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4292	POINTSMITH	HOUSTON	CR9983		84.72	84.72	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4293	POINTSMITH	HOUSTON	CR9983		542.70	542.70	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4294	POINTSMITH	HOUSTON	CR9983		936.72	936.72	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4295	POINTSMITH	HOUSTON	CR9983		47.19	47.19	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4296	POINTSMITH	HOUSTON	CR9983		100.00	100.00	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4297	POINTSMITH	HOUSTON	CR9985		229.12	229.12	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4298	POINTSMITH	HOUSTON	CR9985		194.94	194.94	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4299	POINTSMITH	HOUSTON	CR9985		363.97	363.97	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4300	POINTSMITH	HOUSTON	CR9985		106.42	106.42	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4301	POINTSMITH	HOUSTON	CR9985		2,422.36	2,422.36	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4302	POINTSMITH	HOUSTON	CR9985		334.22	334.22	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4303	POINTSMITH	HOUSTON	CR9985		257.47	257.47	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4304	POINTSMITH	HOUSTON	CR9985		26.00	26.00	-	-	5/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4305	POINTSMITH	HOUSTON	CR9983		2,389.66	2,389.66	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4306	POINTSMITH	HOUSTON	CR9983		796.02	796.02	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4307	POINTSMITH	HOUSTON	CR9983		199.00	199.00	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4308	POINTSMITH	HOUSTON	CR9797		(350.41)		-	-	5/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state/ non-taxable sales. Therefore, it should not be scheduled
230	3	4863H-4309	POINTSMITH	HOUSTON	92612		1,120.34	1,120.34	-	-	5/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4310	POINTSMITH	HOUSTON	91112		5,090.11	5,090.11	-	-	5/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4311	POINTSMITH	HOUSTON	92612		792.78	792.78	-	-	5/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4312	POINTSMITH	HOUSTON	92610		107.49	107.49	-	-	5/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4313	POINTSMITH	HOUSTON	906122		302.00	302.00	-	-	6/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4314	POINTSMITH	HOUSTON	906123		310.29	310.29	-	-	6/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4315	POINTSMITH	HOUSTON	906124		33.01	33.01	-	-	6/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4316	POINTSMITH	HOUSTON	906125		92.97	92.97	-	-	6/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4317	POINTSMITH	HOUSTON	906126		57.30	57.30	-	-	6/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4318	POINTSMITH	HOUSTON	906128		3,058.70	3,058.70	-	-	6/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4319	POINTSMITH	HOUSTON	906129		1,435.19	1,435.19	-	-	6/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4320	POINTSMITH	HOUSTON	907122		324.77	324.77	-	-	6/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4321	POINTSMITH	HOUSTON	907123		200.09	200.09	-	-	6/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4322	POINTSMITH	HOUSTON	907124		132.36	132.36	-	-	6/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4323	POINTSMITH	HOUSTON	907125		172.06	172.06	-	-	6/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4324	POINTSMITH	HOUSTON	907126		43.64	43.64	-	-	6/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4325	POINTSMITH	HOUSTON	907127		1,239.27	1,239.27	-	-	6/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4326	POINTSMITH	HOUSTON	907128		123.29	123.29	-	-	6/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4327	POINTSMITH	HOUSTON	911122		1,229.31	1,229.31	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4328	POINTSMITH	HOUSTON	911123		183.94	183.94	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4329	POINTSMITH	HOUSTON	911124		970.04	970.04	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4330	POINTSMITH	HOUSTON	911125		394.31	394.31	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4331	POINTSMITH	HOUSTON	911126		220.11	220.11	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4332	POINTSMITH	HOUSTON	911128		744.88	744.88	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4333	POINTSMITH	HOUSTON	911129		586.44	586.44	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4334	POINTSMITH	HOUSTON	920122		296.28	296.28	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4335	POINTSMITH	HOUSTON	920123		239.67	239.67	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4336	POINTSMITH	HOUSTON	920124		37.22	37.22	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4337	POINTSMITH	HOUSTON	920125		71.88	71.88	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4338	POINTSMITH	HOUSTON	920126		276.30	276.30	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4339	POINTSMITH	HOUSTON	920127		370.00	370.00	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4340	POINTSMITH	HOUSTON	920128		2,699.82	2,699.82	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4341	POINTSMITH	HOUSTON	920122		7,540.46	7,540.46	-	-	6/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4342	POINTSMITH	HOUSTON	920123		316.04	316.04	-	-	6/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4343	POINTSMITH	HOUSTON	920124		159.39	159.39	-	-	6/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4344	POINTSMITH	HOUSTON	920125		339.65	339.65	-	-	6/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4345	POINTSMITH	HOUSTON	920126		439.30	439.30	-	-	6/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4346	POINTSMITH	HOUSTON	920127		100.00	100.00	-	-	6/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4347	POINTSMITH	HOUSTON	920129		919.48	919.48	-	-	6/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
230	3	4863H-4348	POINTSMITH	HOUSTON	511210		293.00	293.00	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4349	POINTSMITH	HOUSTON	511210		97.00	97.00	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4350	POINTSMITH	HOUSTON	251210		990.76	990.76	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4351	POINTSMITH	HOUSTON	251211		261.00	261.00	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4352	POINTSMITH	HOUSTON	251220		3,640.56	3,640.56	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4353	POINTSMITH	HOUSTON	251225		73.62	73.62	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4354	POINTSMITH	HOUSTON	251203		41.48	41.48	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4355	POINTSMITH	HOUSTON	251224		192.00	192.00	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4356	POINTSMITH	HOUSTON	251225		207.62	207.62	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4357	POINTSMITH	HOUSTON	251226		396.66	396.66	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4358	POINTSMITH	HOUSTON	251227		117.70	117.70	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4359	POINTSMITH	HOUSTON	251211		60.50	60.50	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4360	POINTSMITH	HOUSTON	753012		1,328.19	1,328.19	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4361	POINTSMITH	HOUSTON	711122		824.37	824.37	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4362	POINTSMITH	HOUSTON	711123		141.44	141.44	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4363	POINTSMITH	HOUSTON	711124		73.53	73.53	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4364	POINTSMITH	HOUSTON	711125		54.70	54.70	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4365	POINTSMITH	HOUSTON	711126		36.00	36.00	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4366	POINTSMITH	HOUSTON	711127		1,006.75	1,006.75	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4367	POINTSMITH	HOUSTON	711128		1,456.63	1,456.63	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4368	POINTSMITH	HOUSTON	712122		2,211.22	2,211.22	-	-	7/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4369	POINTSMITH	HOUSTON	712123		62.06	62.06	-	-	7/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4370	POINTSMITH	HOUSTON	712124		49.45	49.45	-	-	7/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4371	POINTSMITH	HOUSTON	712125		888.20	888.20	-	-	7/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4372	POINTSMITH	HOUSTON	712126		170.07	170.07	-	-	7/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4373	POINTSMITH	HOUSTON	712127		206.62	206.62	-	-	7/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4374	POINTSMITH	HOUSTON	712129		186.84	186.84	-	-	7/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4375	POINTSMITH	HOUSTON	716122		3,042.61	3,042.61	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4376	POINTSMITH	HOUSTON	716122		173.23		-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state non-taxable sales. Therefore, it should not be scheduled
230	3	4863H-4377	POINTSMITH	HOUSTON	716124		305.69	305.69	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4378	POINTSMITH	HOUSTON	716125		2,249.51	2,249.51	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4379	POINTSMITH	HOUSTON	716126		316.29	316.29	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4380	POINTSMITH	HOUSTON	716127		536.70	536.70	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4381	POINTSMITH	HOUSTON	716128		426.75	426.75	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4382	POINTSMITH	HOUSTON	716129		168.82	168.82	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4383	POINTSMITH	HOUSTON	727122		496.87	496.87	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4384	POINTSMITH	HOUSTON	727123		216.35	216.35	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4385	POINTSMITH	HOUSTON	727124		130.55	130.55	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4386	POINTSMITH	HOUSTON	727125		44.63	44.63	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4387	POINTSMITH	HOUSTON	727126		85.60	85.60	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4388	POINTSMITH	HOUSTON	727127		1,143.69	1,143.69	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4389	POINTSMITH	HOUSTON	727129		632.52	632.52	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4390	POINTSMITH	HOUSTON	730122		497.54	497.54	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4391	POINTSMITH	HOUSTON	730122		71.04	71.04	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4392	POINTSMITH	HOUSTON	730123		325.03	325.03	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4393	POINTSMITH	HOUSTON	730123		34.34	34.34	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4394	POINTSMITH	HOUSTON	730124		8.95	8.95	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4395	POINTSMITH	HOUSTON	730124		886.07	886.07	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4396	POINTSMITH	HOUSTON	730125		457.62	457.62	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4397	POINTSMITH	HOUSTON	730125		122.10	122.10	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4398	POINTSMITH	HOUSTON	730126		67.63	67.63	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4399	POINTSMITH	HOUSTON	730127		254.09	254.09	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4400	POINTSMITH	HOUSTON	730127		104.85	104.85	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4401	POINTSMITH	HOUSTON	730128		325.00	325.00	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4402	POINTSMITH	HOUSTON	730128		111.22	111.22	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4403	POINTSMITH	HOUSTON	711210		1,076.96	1,076.96	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4404	POINTSMITH	HOUSTON	711211		200.50	200.50	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4405	POINTSMITH	HOUSTON	161210		349.30	349.30	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4406	POINTSMITH	HOUSTON	161211		34.50	34.50	-	-	7/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4407	POINTSMITH	HOUSTON	271210		943.10	943.10	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4408	POINTSMITH	HOUSTON	271211		192.50	192.50	-	-	7/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4409	POINTSMITH	HOUSTON	301210		150.40	150.40	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4410	POINTSMITH	HOUSTON	301211		29.00	29.00	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4411	POINTSMITH	HOUSTON	81012		9,666.09	9,666.09	-	-	8/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4412	POINTSMITH	HOUSTON	82712		743.56	743.56	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4413	POINTSMITH	HOUSTON	82712		6,721.18	6,721.18	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4414	POINTSMITH	HOUSTON	82812		1,580.71	1,580.71	-	-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4415	POINTSMITH	HOUSTON	810123		93.13	93.13	-	-	8/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4416	POINTSMITH	HOUSTON	810123		13.01	13.01	-	-	8/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4417	POINTSMITH	HOUSTON	810124		766.43	766.43	-	-	8/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4418	POINTSMITH	HOUSTON	810125		555.73	555.73	-	-	8/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4419	POINTSMITH	HOUSTON	810126		41.98	41.98	-	-	8/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4420	POINTSMITH	HOUSTON	810127		59.39	59.39	-	-	8/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4421	POINTSMITH	HOUSTON	813122		2,056.34	2,056.34	-	-	8/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4422	POINTSMITH	HOUSTON	813124		168.11	168.11	-	-	8/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4423	POINTSMITH	HOUSTON	813125		940.65	940.65	-	-	8/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4424	POINTSMITH	HOUSTON	812127		156.58	156.58	-	-	8/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4425	POINTSMITH	HOUSTON	827122		362.70	362.70	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4426	POINTSMITH	HOUSTON	827122		482.66	482.66	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4427	POINTSMITH	HOUSTON	827123		246.27	246.27	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4428	POINTSMITH	HOUSTON	827123		64.49	64.49	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4429	POINTSMITH	HOUSTON	827124		69.32	69.32	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4430	POINTSMITH	HOUSTON	827124		1,067.96	1,067.96	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4431	POINTSMITH	HOUSTON	827125		74.94	74.94	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4432	POINTSMITH	HOUSTON	827125		438.77	438.77	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4433	POINTSMITH	HOUSTON	827126		9.00	9.00	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4434	POINTSMITH	HOUSTON	827126		1,168.29	1,168.29	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4435	POINTSMITH	HOUSTON	827127		454.50	454.50	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
230	3	4863H-4436	POINTSMITH	HOUSTON	827127		205.01	205.01	-		8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4437	POINTSMITH	HOUSTON	827128		1,505.47	1,505.47		-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4438	POINTSMITH	HOUSTON	828122		1,000.51	1,000.51	-		8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4439	POINTSMITH	HOUSTON	828123		253.92	253.92		-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4440	POINTSMITH	HOUSTON	828124		786.93	786.93	-	-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4441	POINTSMITH	HOUSTON	828125		180.62	180.62		-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4442	POINTSMITH	HOUSTON	828126		206.30	206.30	-	-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4443	POINTSMITH	HOUSTON	828127		281.52	281.52	-	-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4444	POINTSMITH	HOUSTON	828128		977.15	977.15	-	-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4445	POINTSMITH	HOUSTON	271210		735.63	735.63	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4446	POINTSMITH	HOUSTON	271211		301.00	301.00	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4447	POINTSMITH	HOUSTON	281210		287.10	287.10		-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4448	POINTSMITH	HOUSTON	281211		138.50	138.50	-	-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4449	POINTSMITH	HOUSTON	82712		81.51	81.51	-	-	8/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4450	POINTSMITH	HOUSTON	827122		44.00	44.00	-		9/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4452	POINTSMITH	HOUSTON	92512		378.82	378.82	-	-	9/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4453	POINTSMITH	HOUSTON	906122		1,015.09	1,015.09	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4454	POINTSMITH	HOUSTON	906123		431.87	431.87	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4455	POINTSMITH	HOUSTON	906124		143.78	143.78	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4456	POINTSMITH	HOUSTON	906125		4.25	4.25	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4457	POINTSMITH	HOUSTON	906126		83.95	83.95	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4458	POINTSMITH	HOUSTON	906127		95.00	95.00	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4459	POINTSMITH	HOUSTON	906128		73.90	73.90	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4460	POINTSMITH	HOUSTON	906129		1,454.02	1,454.02	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4461	POINTSMITH	HOUSTON	907126		349.97	349.97	-	-	9/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4462	POINTSMITH	HOUSTON	907127		900.00	900.00	-	-	9/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4463	POINTSMITH	HOUSTON	907128		60.74	60.74	-	-	9/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4464	POINTSMITH	HOUSTON	910122		1,114.27	1,114.27	-	-	9/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4465	POINTSMITH	HOUSTON	910123		198.62	198.62	-	-	9/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4466	POINTSMITH	HOUSTON	910124		306.48	306.48	-	-	9/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4467	POINTSMITH	HOUSTON	910125		85.24	85.24	-	-	9/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4468	POINTSMITH	HOUSTON	910126		36.72	36.72	-	-	9/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4469	POINTSMITH	HOUSTON	910127		30.00	30.00	-		9/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4470	POINTSMITH	HOUSTON	910128		1,618.34	1,618.34	-	-	9/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4471	POINTSMITH	HOUSTON	910129		656.59	656.59	-	-	9/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4472	POINTSMITH	HOUSTON	924122		910.01	910.01	-	-	9/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4473	POINTSMITH	HOUSTON	924123		443.31	443.31	-	-	9/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4474	POINTSMITH	HOUSTON	924124		81.12	81.12	-	-	9/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4475	POINTSMITH	HOUSTON	924125		75.51	75.51	-	-	9/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4476	POINTSMITH	HOUSTON	924126		45.00	45.00	-	-	9/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4477	POINTSMITH	HOUSTON	924127		2,550.94	2,550.94	-	-	9/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4478	POINTSMITH	HOUSTON	924128		359.05	359.05	-		9/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4479	POINTSMITH	HOUSTON	924129		227.00	227.00	-	-	9/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4480	POINTSMITH	HOUSTON	925122		318.66	318.66	-	-	9/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4481	POINTSMITH	HOUSTON	925123		109.06	109.06	-	-	9/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4482	POINTSMITH	HOUSTON	925124		42.35	42.35	-	-	9/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4483	POINTSMITH	HOUSTON	925125		627.90	627.90	-	-	9/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4484	POINTSMITH	HOUSTON	925127		1,083.54	1,083.54		-	9/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4485	POINTSMITH	HOUSTON	925128		489.97	489.97	-	-	9/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4486	POINTSMITH	HOUSTON	925129		90.00	90.00	-	-	9/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4487	POINTSMITH	HOUSTON	91210		259.28	259.28	-	-	9/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4488	POINTSMITH	HOUSTON	91211		197.00	197.00	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4489	POINTSMITH	HOUSTON	101210		58.50	58.50	-	-	9/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4490	POINTSMITH	HOUSTON	907122		1,094.23	-	-	-	9/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed, OOS
230	3	4863H-4491	POINTSMITH	HOUSTON	907123		99.15	-	-	-	9/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed, OOS
230	3	4863H-4492	POINTSMITH	HOUSTON	907124		101.10	-	-	-	9/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed, OOS
230	3	4863H-4493	POINTSMITH	HOUSTON	907125		67.91	-	-	-	9/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed, OOS
230	3	4863H-4494	POINTSMITH	HOUSTON	100312		2,307.45	2,307.45	-	-	10/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4495	POINTSMITH	HOUSTON	100512		1,227.34	1,227.34	-	-	10/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4496	POINTSMITH	HOUSTON	102212		9,232.46	9,232.46	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4497	POINTSMITH	HOUSTON	102312		14,787.53	14,787.53	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4498	POINTSMITH	HOUSTON	3122		1,213.10	1,213.10	-	-	10/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4499	POINTSMITH	HOUSTON	3123		89.21	89.21	-	-	10/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4500	POINTSMITH	HOUSTON	3124		1,604.97	1,604.97	-	-	10/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4501	POINTSMITH	HOUSTON	3125		276.03	276.03	-	-	10/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4502	POINTSMITH	HOUSTON	3126		1,108.11	1,108.11	-	-	10/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4503	POINTSMITH	HOUSTON	3127		8.67	8.67	-	-	10/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4504	POINTSMITH	HOUSTON	3128		443.23	443.23	-	-	10/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4505	POINTSMITH	HOUSTON	5122		255.01	255.01	-		10/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4506	POINTSMITH	HOUSTON	5123		84.35	84.35	-	-	10/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4507	POINTSMITH	HOUSTON	5124		2,154.81	2,154.81	-	-	10/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4508	POINTSMITH	HOUSTON	5125		196.39	196.39	-	-	10/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4509	POINTSMITH	HOUSTON	5126		109.90	109.90	-	-	10/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4510	POINTSMITH	HOUSTON	5127		35.77	35.77	-	-	10/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4511	POINTSMITH	HOUSTON	22122		665.98	665.98	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4512	POINTSMITH	HOUSTON	22123		40.07	40.07	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4513	POINTSMITH	HOUSTON	22124		2,137.00	2,137.00	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4514	POINTSMITH	HOUSTON	22125		635.52	635.52	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4515	POINTSMITH	HOUSTON	22126		983.27	983.27	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4516	POINTSMITH	HOUSTON	22127		185.00	185.00	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4517	POINTSMITH	HOUSTON	22128		3,811.58	3,811.58	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4518	POINTSMITH	HOUSTON	23122		136.89	136.89	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4519	POINTSMITH	HOUSTON	23123		51.99	51.99	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4520	POINTSMITH	HOUSTON	23124		1,056.46	1,056.46	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4521	POINTSMITH	HOUSTON	23125		843.78	843.78	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4522	POINTSMITH	HOUSTON	23126		10.00	10.00	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4523	POINTSMITH	HOUSTON	23127		1,621.19	1,621.19	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4524	POINTSMITH	HOUSTON	23128		315.92	315.92	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4525	POINTSMITH	HOUSTON	221210		1,057.20	1,057.20	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H-4526	POINTSMITH	HOUSTON	221211		228.50	228.50	-	-	10/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
230	3	4863H- 4527	POINTSMITH	HOUSTON	231210		920.26	920.26	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4528	POINTSMITH	HOUSTON	231211		123.50	123.50	-	-	10/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4529	POINTSMITH	HOUSTON	100212		158.30	158.30	-	-	10/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4530	POINTSMITH	HOUSTON	100412		50.97	50.97	-	-	10/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4531	POINTSMITH	HOUSTON	110212		54.40	54.40	-	-	11/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4532	POINTSMITH	HOUSTON	110812		(54.40)	-	-	-	11/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state/ non-taxable sales. Therefore it should not be scheduled
230	3	4863H- 4533	POINTSMITH	HOUSTON	101122		1,900.48	1,900.48	-	-	11/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4534	POINTSMITH	HOUSTON	101123		201.39	201.39	-	-	11/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4535	POINTSMITH	HOUSTON	101124		15.65	15.65	-	-	11/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4536	POINTSMITH	HOUSTON	101125		111.62	111.62	-	-	11/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4537	POINTSMITH	HOUSTON	101126		758.50	758.50	-	-	11/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4538	POINTSMITH	HOUSTON	101128		815.36	815.36	-	-	11/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4539	POINTSMITH	HOUSTON	101129		202.56	202.56	-	-	11/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4540	POINTSMITH	HOUSTON	102122		598.64	598.64	-	-	11/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4541	POINTSMITH	HOUSTON	102123		71.32	71.32	-	-	11/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4542	POINTSMITH	HOUSTON	102124		18.20	18.20	-	-	11/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4543	POINTSMITH	HOUSTON	102125		357.59	357.59	-	-	11/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4544	POINTSMITH	HOUSTON	102126		55.02	55.02	-	-	11/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4545	POINTSMITH	HOUSTON	102128		311.25	311.25	-	-	11/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4546	POINTSMITH	HOUSTON	102129		6.50	6.50	-	-	11/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4547	POINTSMITH	HOUSTON	105122		4,967.54	4,967.54	-	-	11/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4548	POINTSMITH	HOUSTON	105123		440.97	440.97	-	-	11/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4549	POINTSMITH	HOUSTON	105124		42.55	42.55	-	-	11/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4550	POINTSMITH	HOUSTON	105125		769.73	769.73	-	-	11/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4551	POINTSMITH	HOUSTON	105126		327.40	327.40	-	-	11/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4552	POINTSMITH	HOUSTON	105127		532.92	532.92	-	-	11/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4553	POINTSMITH	HOUSTON	105129		303.01	303.01	-	-	11/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4554	POINTSMITH	HOUSTON	113122		5,815.94	5,815.94	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4555	POINTSMITH	HOUSTON	113122		3,924.00	3,924.00	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4556	POINTSMITH	HOUSTON	113123		493.96	493.96	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4557	POINTSMITH	HOUSTON	113123		117.23	117.23	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4558	POINTSMITH	HOUSTON	113124		332.10	332.10	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4559	POINTSMITH	HOUSTON	113124		55.16	55.16	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4560	POINTSMITH	HOUSTON	113125		115.65	115.65	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4561	POINTSMITH	HOUSTON	113125		62.64	62.64	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4562	POINTSMITH	HOUSTON	113126		96.35	96.35	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4563	POINTSMITH	HOUSTON	113126		219.95	219.95	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4564	POINTSMITH	HOUSTON	113127		546.20	546.20	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4565	POINTSMITH	HOUSTON	113128		35.97	35.97	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4566	POINTSMITH	HOUSTON	11210		116.50	116.50	-	-	11/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4567	POINTSMITH	HOUSTON	51210		148.67	148.67	-	-	11/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4568	POINTSMITH	HOUSTON	51211		79.50	79.50	-	-	11/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4569	POINTSMITH	HOUSTON	131211		5.10	5.10	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4570	POINTSMITH	HOUSTON	131212		25.60	25.60	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4571	POINTSMITH	HOUSTON	131213		7.50	7.50	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4572	POINTSMITH	HOUSTON	55421		61.32	61.32	-	-	11/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4573	POINTSMITH	HOUSTON	120312		15,322.16	15,322.16	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4574	POINTSMITH	HOUSTON	120412		5,593.94	5,593.94	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4575	POINTSMITH	HOUSTON	121112		251.46	251.46	-	-	12/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4576	POINTSMITH	HOUSTON	122712		1,575.55	1,575.55	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4577	POINTSMITH	HOUSTON	123123		108.24	108.24	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4578	POINTSMITH	HOUSTON	203122		579.51	579.51	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4579	POINTSMITH	HOUSTON	203124		552.80	552.80	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4580	POINTSMITH	HOUSTON	203125		593.36	593.36	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4581	POINTSMITH	HOUSTON	203126		290.94	290.94	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4582	POINTSMITH	HOUSTON	203127		575.90	575.90	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4583	POINTSMITH	HOUSTON	203128		2,540.95	2,540.95	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4584	POINTSMITH	HOUSTON	204122		1,078.87	1,078.87	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4585	POINTSMITH	HOUSTON	204123		189.87	189.87	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4586	POINTSMITH	HOUSTON	204124		18.75	18.75	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4587	POINTSMITH	HOUSTON	204125		606.56	606.56	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4588	POINTSMITH	HOUSTON	204126		394.23	394.23	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4589	POINTSMITH	HOUSTON	204127		232.09	232.09	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4590	POINTSMITH	HOUSTON	204128		315.46	315.46	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4591	POINTSMITH	HOUSTON	204129		280.50	280.50	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4592	POINTSMITH	HOUSTON	211122		13.24	13.24	-	-	12/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4593	POINTSMITH	HOUSTON	227122		996.13	996.13	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4594	POINTSMITH	HOUSTON	227123		61.46	61.46	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4595	POINTSMITH	HOUSTON	227124		33.35	33.35	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4596	POINTSMITH	HOUSTON	227125		155.64	155.64	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4597	POINTSMITH	HOUSTON	227126		241.89	241.89	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4598	POINTSMITH	HOUSTON	227127		210.00	210.00	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4599	POINTSMITH	HOUSTON	227128		3,172.99	3,172.99	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4600	POINTSMITH	HOUSTON	227129		288.54	288.54	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4601	POINTSMITH	HOUSTON	231122		7,831.28	7,831.28	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4602	POINTSMITH	HOUSTON	231123		1,185.10	1,185.10	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4603	POINTSMITH	HOUSTON	231124		438.62	438.62	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4604	POINTSMITH	HOUSTON	231125		399.44	399.44	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4605	POINTSMITH	HOUSTON	231126		544.96	544.96	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4606	POINTSMITH	HOUSTON	231127		575.71	575.71	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4607	POINTSMITH	HOUSTON	231128		173.00	173.00	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4608	POINTSMITH	HOUSTON	31210		1,805.75	1,805.75	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4609	POINTSMITH	HOUSTON	31211		301.50	301.50	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4610	POINTSMITH	HOUSTON	41210		728.14	728.14	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4611	POINTSMITH	HOUSTON	41211		149.00	149.00	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4612	POINTSMITH	HOUSTON	271210		131.00	131.00	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4613	POINTSMITH	HOUSTON	311210		2,721.79	2,721.79	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
230	3	4863H- 4614	POINTSMITH	HOUSTON	311211		1,124.20	1,124.20	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	48034-4815	PORTSMITH	HOUSTON	211210		99.50	99.50			12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	Subtotal						396,848.99	396,235.99	-	-							
235	2	None	Portsmith	HOUSTON	80210	Fulfillment	-	328.54	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802102	Fulfillment	-	12.06	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802102	Fulfillment		245.61	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802103	Fulfillment	-	99.50	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802103	Fulfillment	-	480.20		-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802103	Fulfillment		4,666.92	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802104	Fulfillment	-	25.97		-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802104	Fulfillment	-	250.00	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802104	Fulfillment	-	99.50	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802105	Fulfillment	-	15.85	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802105	Fulfillment	-	711.60	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802106	Fulfillment		13.00	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802106	Fulfillment	-	157.92	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802106	Fulfillment		288.97	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802107	Fulfillment	-	89.00	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802107	Fulfillment		129.00	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	802108	Fulfillment	-	57.00	-	-	8/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	803102	Fulfillment	-	1,659.45	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	803103	Fulfillment		87.31		-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	803104	Fulfillment	-	484.45	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	803105	Fulfillment	-	510.00	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	803106	Fulfillment	-	218.51	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	803107	Fulfillment	-	19.50	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	80510	15021-080210A	-	90.80	-	-	8/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	809102	Fulfillment	-	505.39	-	-	8/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	809103	Fulfillment	-	28.00	-	-	8/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	809104	Fulfillment	-	166.98	-	-	8/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	809105	Fulfillment	-	3.92	-	-	8/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	809106	Fulfillment	-	837.21	-	-	8/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	809106	Fulfillment	-	205.34	-	-	8/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	81010	Fulfillment	-	171.50	-		8/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	81010	15021-0809105		67.70	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	810102	Fulfillment	-	520.74	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810103	Fulfillment	-	15.38	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810104	Fulfillment	-	17.69	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810105	Fulfillment	-	125.85	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810106	Fulfillment	-	180.00	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810107	Fulfillment	-	562.43	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810108	Fulfillment	-	173.00	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810109	Fulfillment	-	99.00	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	816102	Fulfillment	-	1,242.59	-	-	8/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	816103	Fulfillment	-	65.36	-	-	8/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	816104	Fulfillment	-	46.40	-	-	8/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	816105	Fulfillment	-	158.00	-	-	8/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	816107	Fulfillment	-	1,579.66	-	-	8/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	816108	Fulfillment	-	447.90	-	-	8/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	816109	Fulfillment	-	199.00	-	-	8/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	817102	Fulfillment	-	133.50	-	-	8/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	817104	Fulfillment	-	165.81	-	-	8/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	817105	Fulfillment	-	142.68	-	-	8/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	817106	Fulfillment	-	56.00	-	-	8/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	82010	Fulfillment	-	1,565.60	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	820102	Fulfillment	-	82.40	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	820103	Fulfillment	-	1,338.00	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	820105	Fulfillment	-	2,436.54	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	820106	Fulfillment	-	518.35	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	820107	Fulfillment	-	139.00	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	82010	Fulfillment	-	261.85	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	820102	Fulfillment	-	11.50	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	82010	Fulfillment	-	10.41	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	820102	Fulfillment	-	6.50	-	-	8/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	82310	Fulfillment		74.31	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	820102	Fulfillment	-	481.55	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	823102	Fulfillment	-	1,569.13	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	823103	Fulfillment		25.36	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	823103	Fulfillment	-	36.81	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	823103	Fulfillment	-	117.84	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	823104	Fulfillment	-	89.70	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	823108	Fulfillment	-	72.77	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	823109	Fulfillment	-	296.56	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	251010	Fulfillment	-	32.50	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825105	Fulfillment	-	344.00	-	-	8/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825105	Fulfillment		8.45	-	-	8/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825105	Fulfillment	-	6.50	-	-	8/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	82710	Fulfillment	-	460.18	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	82710	Fulfillment	-	25.00	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	827102	Fulfillment	-	646.04	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	827102	Fulfillment	-	18.72	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	827102	Fulfillment	-	1,491.74	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	827103	Fulfillment	-	205.00	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	827103	Fulfillment	-	11.50	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Audit #	Contention #	WATS Report Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Pointsmith	HOUSTON	827103	Fulfillment	-	77.99	-	-	8/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	83010	Fulfillment	-	1,055.71	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	830102	Fulfillment	-	25.25	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	830102	Fulfillment	-	1,565.21	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	830103	Fulfillment	-	82.37	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	830104	Fulfillment	-	33.00	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	830105	Fulfillment	-	80.36	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	830107	Fulfillment	-	1,570.45	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	830108	Fulfillment	-	257.20	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	830109	Fulfillment	-	122.00	-	-	8/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	831103	Fulfillment	-	71.79	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	831104	Fulfillment	-	190.73	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	831105	Fulfillment	-	40.00	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	90210	16021-083110D	-	177.55	-		9/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	90210	16021-083110E		73.00	-	-	9/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	903102	Fulfillment	-	122.73		-	9/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	903103	Fulfillment	-	6.46	-	-	9/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	90710	16021-083110A		131.60	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	90710	16021-0831105C	-	1,473.79	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	90710	Fulfillment	-	1,147.37	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	90710	Fulfillment	-	621.62		-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907102	Fulfillment	-	60.39	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907102	Fulfillment	-	22.71	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907103	Fulfillment	-	149.82	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907103	Fulfillment	-	396.00	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907104	Fulfillment	-	152.02	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907104	Fulfillment	-	60.76	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907105	Fulfillment	-	51.94	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907105	Fulfillment	-	33.50	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907106	Fulfillment	-	1,418.23	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907107	Fulfillment	-	211.64	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	907108	Fulfillment	-	87.50	-	-	9/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	90810	16021-090310C	-	221.10	-	-	9/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	45512	Fulfillment	-	372.50	-	-	9/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	45513	Fulfillment	-	134.75	-	-	9/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	90910	16021-090710D	-	277.10	-	-	9/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	91010	Fulfillment	-	68.43	-	-	9/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	910102	Fulfillment	-	65.29	-	-	9/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	910102	Fulfillment	-	33.04	-	-	9/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	910103	Fulfillment	-	38.00	-	-	9/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	910103	Fulfillment	-	18.00	-	-	9/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	91310	16021-090210A	-	152.50	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	3021	Fulfillment	-	13.90	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	91310	Fulfillment	-	46.93	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	913102	Fulfillment	-	11.61	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	913102	Fulfillment	-	374.45	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	913103	Fulfillment	-	6.50	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	913103	Fulfillment	-	213.68	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	913104	Fulfillment	-	30.97	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	913105	Fulfillment	-	114.50	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	913106	Fulfillment	-	671.96	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	913107	Fulfillment	-	556.94	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	913108	Fulfillment	-	74.50	-	-	9/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	91410	16021-090210B	-	157.70	-	-	9/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	91410	16021-090210C	-	110.10		-	9/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	914102	Fulfillment	-	350.00	-	-	9/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	914103	Fulfillment	-	29.25	-	-	9/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	914104	Fulfillment	-	12.00		-	9/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	91510	16021-091410A	-	245.70	-	-	9/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	91610	Fulfillment	-	21.01	-	-	9/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	916102	Fulfillment	-	6.50	-	-	9/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	91710	16021-091510D	-	937.50	-	-	9/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	91710	Fulfillment	-	65.35	-	-	9/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	917102	Fulfillment	-	15.53	-	-	9/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	917103	Fulfillment	-	11.50	-	-	9/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	92210	16021-091610B	-	190.60	-	-	9/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	92410	Fulfillment	-	53.90	-	-	9/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	92410	Fulfillment	-	825.00	-	-	9/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	924102	Fulfillment	-	1,819.26	-	-	9/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	924102	Fulfillment	-	135.35	-	-	9/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	924103	Fulfillment	-	324.50	-	-	9/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	924103	Fulfillment	-	6.50	-	-	9/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	568	Jasco# 957 sale of silver flake	-	300.00	-	-	9/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	92710	Fulfillment	-	2,456.32	-	-	9/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	927102	Fulfillment	-	496.83	-	-	9/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	927103	Fulfillment	-	165.39	-	-	9/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	927104	Fulfillment	-	119.38	-	-	9/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	927106	Fulfillment	-	3,590.54	-	-	9/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	927107	Fulfillment	-	415.13	-	-	9/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	927108	Fulfillment	-	238.50	-	-	9/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	92810	Fulfillment	-	425.60	-	-	9/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	928102	Fulfillment	-	681.19	-	-	9/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	928103	Fulfillment	-	58.25	-	-	9/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Portsmith	HOUSTON	928104	Fulfillment	-	58.11			9/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	928105	Fulfillment	-	140.54	-	-	9/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	928106	Fulfillment	-	217.36	-	-	9/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	928107	Fulfillment	-	57.00	-	-	9/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	93010	16021-0929110B	-	59.60	-	-	9/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	93010	16021-0929110C	-	96.30	-	-	9/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	93010	Fulfillment	-	1,955.15	-	-	9/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	100110	Fulfillment	-	475.43	-	-	10/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	1102	Fulfillment	-	25.02	-	-	10/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	1103	Fulfillment	-	936.00	-	-	10/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	1105	Fulfillment	-	1,490.77	-	-	10/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	1106	Fulfillment	-	592.13	-	-	10/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	1107	Fulfillment	-	201.50	-	-	10/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	100410	Fulfillment	-	200.89	-	-	10/4/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	4101	Fulfillment	-	103.07	-	-	10/4/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	4102	Fulfillment	-	10.56	-	-	10/4/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	4104	Fulfillment	-	296.49	-	-	10/4/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	4105	Fulfillment	-	38.04	-	-	10/4/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	4106	Fulfillment	-	26.00	-	-	10/4/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	4103	Fulfillment	-	5.43	-	-	10/4/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	7103	Fulfillment	-	207.06	-	-	10/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	7104	Fulfillment	-	10.90	-	-	10/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	100810	16021-0930100	-	54.65	-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	100810	Fulfillment	-	22.52	-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	100810	Fulfillment	-	539.58	-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	8102	Fulfillment	-	54.68	-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	8103	Fulfillment	-	202.86	-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	8105	Fulfillment	-	11.50	-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	8103	Fulfillment	-	13.00	-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	101210	16021-0929110A	-	57.65	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	12102	Fulfillment	-	370.35	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12102	Fulfillment	-	386.34	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12103	Fulfillment	-	138.54	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12103	Fulfillment	-	195.89	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12104	Fulfillment	-	29.77	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12104	Fulfillment	-	14.14	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12105	Fulfillment	-	534.37	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12105	Fulfillment	-	28.55	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12106	Fulfillment	-	5.80	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12106	Fulfillment	-	210.79	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12107	Fulfillment	-	125.00	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12108	Fulfillment	-	20.00	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12108	Fulfillment	-	3,423.81	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12109	Fulfillment	-	57.56	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	12109	Fulfillment	-	501.22	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	121010	Fulfillment	-	34.50	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	121010	Fulfillment	-	217.00	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	101410	Fulfillment	-	65.04	-	-	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	101410	Fulfillment	-	40.00	-	-	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	14102	Fulfillment	-	6.59	-	-	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	14102	Fulfillment	-	142.09	-	-	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	14103	Fulfillment	-	13.00	-	-	10/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	18104	16021-1015100	-	258.25	-	-	10/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	101910	Fulfillment	-	355.76	-	-	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	19102	Fulfillment	-	139.41	-	-	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	19103	Fulfillment	-	44.00	-	-	10/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	102110	Fulfillment	-	18.72	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	102110	Fulfillment	-	82.72	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	102110	Fulfillment	-	1,411.90	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	21102	Fulfillment	-	19.50	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	21102	Fulfillment	-	223.01	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	21102	Fulfillment	-	74.91	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	21103	Fulfillment	-	11.50	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	21103	Fulfillment	-	51.57	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	21104	Fulfillment	-	547.00	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	21105	Fulfillment	-	2,158.37	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	21106	Fulfillment	-	366.14	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	21107	Fulfillment	-	180.50	-	-	10/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	102210	Fulfillment	-	146.68	-	-	10/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	102510	Fulfillment	-	1,273.00	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25102	Fulfillment	-	4,686.61	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25102	Fulfillment	-	485.42	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25103	Fulfillment	-	323.13	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25103	Fulfillment	-	2,217.50	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25104	Fulfillment	-	40.00	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25104	Fulfillment	-	142.25	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25105	Fulfillment	-	4.86	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25105	Fulfillment	-	141.53	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25106	Fulfillment	-	200.59	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25107	Fulfillment	-	51.06	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25108	Fulfillment	-	48.50	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25108	Fulfillment	-	(1,107.55)	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	25109	Fulfillment	-	110.11	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Pontsmith	HOUSTON	251010	Fulfillment	-	74.50	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	102510	Fulfillment	-	272.13	-	-	10/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	25102	Fulfillment	-	14.32	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	25103	Fulfillment	-	257.72	-	-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	25104	Fulfillment	-	25.14	-	-	10/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	26105	Fulfillment	-	13.00	-	-	10/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27102	Fulfillment	-	789.82	-	-	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27103	Fulfillment	-	42.10	-	-	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27104	Fulfillment	-	146.28	-	-	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27105	Fulfillment	-	39.14	-	-	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27106	Fulfillment	-	32.50	-	-	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	102610	Fulfillment	-	161.10	-	-	10/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	26102	Fulfillment	-	8.48	-	-	10/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	102910	16021-102110A	-	535.55	-	-	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pontsmith	HOUSTON	102910	Fulfillment	-	330.54	-	-	10/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	102910	Fulfillment	-	29.00	-	-	10/28/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	29102	Fulfillment	-	107.28	-	-	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	29102	Fulfillment	-	1.53	-	-	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	29103	Fulfillment	-	29.50	-	-	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	2309	Fulfillment	-	1,944.65	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	2774	Fulfillment	-	355.50	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	5402	Fulfillment	-	102.55	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110110	Fulfillment	-	1,309.38	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	101102	Fulfillment	-	90.72	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	101102	Fulfillment	-	68.91	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	101103	Fulfillment	-	640.47	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	101103	Fulfillment	-	(2,322.00)	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	101104	Fulfillment	-	38.49	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	101105	Fulfillment	-	97.50	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	101106	Fulfillment	-	15.43	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	101107	Fulfillment	-	14.00	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110210	16021-102910D	-	459.40	-	-	11/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pontsmith	HOUSTON	110210	Fulfillment	-	925.63	-	-	11/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	102102	Fulfillment	-	32.93	-	-	11/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110310	16021-110110S	-	73.10	-	-	11/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pontsmith	HOUSTON	110310	16021-102610A	-	54.66	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pontsmith	HOUSTON	110510	Fulfillment	-	1,342.07	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110510	Fulfillment	-	514.73	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110510	Fulfillment	-	474.75	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	105102	Fulfillment	-	237.46	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	105102	Fulfillment	-	458.44	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	105102	Fulfillment	-	140.55	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	105103	Fulfillment	-	65.50	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	105103	Fulfillment	-	42.50	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	105103	Fulfillment	-	19.50	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	105103	Fulfillment	-	36.00	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	105104	Fulfillment	-	45.00	-	-	11/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	106102	Fulfillment	-	2,810.85	-	-	11/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	106103	Fulfillment	-	1,806.04	-	-	11/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	106104	Fulfillment	-	242.96	-	-	11/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	106106	Fulfillment	-	17.50	-	-	11/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	106108	Fulfillment	-	417.23	-	-	11/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	106109	Fulfillment	-	114.32	-	-	11/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	81010	Fulfillment	-	92.00	-	-	11/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	109102	Fulfillment	-	1,718.44	-	-	11/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	109103	Fulfillment	-	2,563.65	-	-	11/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	109104	Fulfillment	-	225.39	-	-	11/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	109105	Fulfillment	-	320.00	-	-	11/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	109106	Fulfillment	-	219.97	-	-	11/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	109107	Fulfillment	-	95.56	-	-	11/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	109109	Fulfillment	-	100.00	-	-	11/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	112107	16021-110810C	-	125.50	-	-	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pontsmith	HOUSTON	111210	Fulfillment	-	106.36	-	-	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	112102	Fulfillment	-	13.00	-	-	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	112103	Fulfillment	-	1,915.87	-	-	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	112104	Fulfillment	-	100.84	-	-	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	121106	Fulfillment	-	30.00	-	-	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	115104	16021-111010B	-	97.75	-	-	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pontsmith	HOUSTON	111510	Fulfillment	-	(60.41)	-	-	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	115102	Fulfillment	-	(10.04)	-	-	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	115103	Fulfillment	-	(6.50)	-	-	11/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	111610	16021-111210A	-	1,957.40	-	-	11/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pontsmith	HOUSTON	45751	Fulfillment	-	875.70	-	-	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	117102	Fulfillment	-	976.87	-	-	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	117103	Fulfillment	-	33.26	-	-	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	117104	Fulfillment	-	53.17	-	-	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	117105	Fulfillment	-	85.26	-	-	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	117106	Fulfillment	-	2.56	-	-	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	117108	Fulfillment	-	1,779.45	-	-	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	117109	Fulfillment	-	539.12	-	-	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	171010	Fulfillment	-	240.50	-	-	11/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	111910	Fulfillment	-	201.87	-	-	11/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	119102	Fulfillment	-	10.63	-	-	11/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Pentamith	HOUSTON	119102	Fulfillment	-	1,844.50	-	-	11/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	119104	Fulfillment	-	2,707.54	-	-	11/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	119107	Fulfillment	-	1,063.10	-	-	11/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	119108	Fulfillment	-	288.50	-	-	11/19/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	226	Fulfillment	-	44.56	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122101	Fulfillment	-	1,912.51	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122102	Fulfillment	-	100.66	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122102	Fulfillment	-	1,891.75	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122103	Fulfillment	-	79.90	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122103	Fulfillment	-	11.44	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122104	Fulfillment	-	160.15	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122105	Fulfillment	-	11.87	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122107	Fulfillment	-	572.99	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122108	Fulfillment	-	57.91	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	122109	Fulfillment	-	33.50	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	1050	Fulfillment	-	109.49	-	-	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	123102	Fulfillment	-	466.88	-	-	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	123103	Fulfillment	-	74.57	-	-	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	123104	Fulfillment	-	144.60	-	-	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	123105	Fulfillment	-	530.46	-	-	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	123106	Fulfillment	-	75.08	-	-	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	123107	Fulfillment	-	46.50	-	-	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	124101	Fulfillment	-	1,338.34	-	-	11/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	124102	Fulfillment	-	70.33	-	-	11/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	124103	Fulfillment	-	23.00	-	-	11/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125101	Fulfillment	-	774.00	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125101	Fulfillment	-	708.44	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125102	Fulfillment	-	19.60	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125103	Fulfillment	-	1,351.75	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125102	Fulfillment	-	97.29	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125103	Fulfillment	-	62.70	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125105	Fulfillment	-	36.50	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125103	Fulfillment	-	40.00	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125104	Fulfillment	-	818.04	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125105	Fulfillment	-	93.50	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125105	Fulfillment	-	632.70	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125105	Fulfillment	-	166.73	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	125107	Fulfillment	-	41.00	-	-	11/26/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	112910	Fulfillment	-	573.84	-	-	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	112910	Fulfillment	-	9.50	-	-	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	129102	Fulfillment	-	24.60	-	-	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	129102	Fulfillment	-	84.42	-	-	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	129103	Fulfillment	-	121.15	-	-	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	129103	Fulfillment	-	21.50	-	-	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	129104	Fulfillment	-	49.50	-	-	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	113010	Fulfillment	-	66.17	-	-	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	201306	Fulfillment	-	147.57	-	-	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	130102	Fulfillment	-	3.48	-	-	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	130103	Fulfillment	-	12.00	-	-	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	130104	Fulfillment	-	13.00	-	-	11/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	120210	16021-1130100	-	223.10	-	-	12/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pentamith	HOUSTON	120210	16021-1130100	-	249.15	-	-	12/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pentamith	HOUSTON	120210	Fulfillment	-	78.00	-	-	12/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	203102	Fulfillment	-	14.77	-	-	12/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	203102	Fulfillment	-	2,627.10	-	-	12/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	203103	Fulfillment	-	13.00	-	-	12/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	203103	Fulfillment	-	148.78	-	-	12/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	203104	Fulfillment	-	1,240.91	-	-	12/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	203107	Fulfillment	-	428.10	-	-	12/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	120610	16021-1129100	-	126.00	-	-	12/6/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pentamith	HOUSTON	206102	Fulfillment	-	3,293.44	-	-	12/6/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	206103	Fulfillment	-	173.34	-	-	12/6/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	206104	Fulfillment	-	180.00	-	-	12/6/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	206105	Fulfillment	-	11.87	-	-	12/6/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	207102	Fulfillment	-	160.06	-	-	12/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	207103	Fulfillment	-	35.74	-	-	12/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	207104	Fulfillment	-	13.00	-	-	12/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	120810	Fulfillment	-	787.20	-	-	12/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	208102	Fulfillment	-	185.42	-	-	12/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	208103	Fulfillment	-	31.50	-	-	12/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	121010	16021-1130100	-	174.00	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pentamith	HOUSTON	121010	Fulfillment	-	270.00	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	121010	Fulfillment	-	1,668.07	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	210102	Fulfillment	-	167.97	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	210102	Fulfillment	-	67.81	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	210103	Fulfillment	-	16.50	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	210103	Fulfillment	-	679.20	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	210104	Fulfillment	-	1,695.05	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	210105	Fulfillment	-	1,076.50	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	210106	Fulfillment	-	225.00	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pentamith	HOUSTON	575	Jaxon965 sale of silver flake	-	580.00	-	-	12/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pentamith	HOUSTON	121310	16021-1208100	-	739.68	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pentamith	HOUSTON	121310	Fulfillment	-	135.28	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Pointsmith	HOUSTON	213102	Fulfillment	-	75.39		-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213101	Fulfillment	-	160.72	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213102	Fulfillment	-	5,569.74	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213103	Fulfillment	-	3.97	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213100	Fulfillment	-	19.50	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213102	Fulfillment	-	450.69	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213104	Fulfillment	-	0.96	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213104	Fulfillment	-	106.50	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213100	Fulfillment	-	1,734.88	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213107	Fulfillment	-	1,068.77	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213107	Fulfillment	-	525.28	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213106	Fulfillment	-	148.50	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213108	Fulfillment	-	39.00	-	-	12/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121410	Fulfillment	-	2,541.92	-	-	12/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	214102	Fulfillment	-	139.03	-	-	12/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121510	16021-1213108	-	434.90	-	-	12/15/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	2565	Fulfillment	-	1,276.15	-	-	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121610	Fulfillment	-	337.56	-	-	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	216103	Fulfillment	-	13.00	-	-	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	516102	Fulfillment	-	61.00	-	-	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	220102	Fulfillment	-	(35.00)	-	-	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	220103	Fulfillment	-	(7.44)	-	-	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	220104	Fulfillment	-	(0.50)	-	-	12/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	122110	16021-1220104	-	92.75	-	-	12/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	122210	Fulfillment	-	2,352.66	-	-	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222102	Fulfillment	-	123.81	-	-	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222103	Fulfillment	-	34.00	-	-	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222104	Fulfillment	-	1.96	-	-	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222105	Fulfillment	-	1,972.04	-	-	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222106	Fulfillment	-	1,291.57	-	-	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222107	Fulfillment	-	216.50	-	-	12/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	122310	Fulfillment	-	9.36	-	-	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	223102	Fulfillment	-	5.50	-	-	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	223102	Fulfillment	-	100.13	-	-	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	223103	Fulfillment	-	5.27	-	-	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	223104	Fulfillment	-	30.00	-	-	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	223105	Fulfillment	-	62.30	-	-	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	223106	Fulfillment	-	19.50	-	-	12/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	224102	Fulfillment	-	1,922.79	-	-	12/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	224103	Fulfillment	-	101.19	-	-	12/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	224104	Fulfillment	-	450.53	-	-	12/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	224105	Fulfillment	-	58.23	-	-	12/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	122710	Fulfillment	-	139.47	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227102	Fulfillment	-	7.54	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227102	Fulfillment	-	4,604.62	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227102	Fulfillment	-	73.66	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227103	Fulfillment	-	242.35	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227104	Fulfillment	-	235.64	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227104	Fulfillment	-	1,039.94	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227105	Fulfillment	-	32.50	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227105	Fulfillment	-	200.00	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227106	Fulfillment	-	100.00	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227107	Fulfillment	-	257.63	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227108	Fulfillment	-	7.50	-	-	12/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	230102	Fulfillment	-	130.23	-	-	12/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	230103	Fulfillment	-	6.85	-	-	12/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	231102	Fulfillment	-	255.10	-	-	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	231103	Fulfillment	-	13.42	-	-	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	231104	Fulfillment	-	389.52	-	-	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	231105	Fulfillment	-	573.61	-	-	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	231106	Fulfillment	-	58.50	-	-	12/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	10311	Fulfillment	-	178.18	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	10311	Fulfillment	-	471.29	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103112	Fulfillment	-	3,084.40	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103112	Fulfillment	-	24.80	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103113	Fulfillment	-	15.17	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103113	Fulfillment	-	156.14	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103114	Fulfillment	-	172.51	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103114	Fulfillment	-	2,741.77	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103115	Fulfillment	-	255.77	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103115	Fulfillment	-	82.98	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103116	Fulfillment	-	1,923.55	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	103117	Fulfillment	-	46.61	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	10711	Fulfillment	-	82.60	-	-	1/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	107112	Fulfillment	-	1,090.50	-	-	1/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	107113	Fulfillment	-	9.50	-	-	1/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	153715	Fulfillment	-	106.29	-	-	1/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	153716	Fulfillment	-	5.60	-	-	1/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	11111	Fulfillment	-	2,679.55	-	-	1/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	111112	Fulfillment	-	151.39	-	-	1/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	11211	16021-011011A	-	57.55	-	-	1/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	11811	Fulfillment	-	766.15	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	118112	Fulfillment	-	41.48	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Connection #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	1	None	Portsmith	HOUSTON	118112	Fulfillment	-	584.34	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	118112	Fulfillment	-	260.00	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	118113	Fulfillment	-	39.03	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	118114	Fulfillment	-	560.06	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	118114	Fulfillment	-	640.00	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	118115	Fulfillment	-	930.78	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	118116	Fulfillment	-	290.50	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	118116	Fulfillment	-	431.00	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	118117	Fulfillment	-	827.59	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	118118	Fulfillment	-	145.50	-	-	1/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	12411	15021-012411B	-	57.75	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	1	None	Portsmith	HOUSTON	124112	Fulfillment	-	14.71	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124112	Fulfillment	-	374.19	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124113	Fulfillment	-	0.77	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124113	Fulfillment		19.59	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124114	Fulfillment	-	472.75	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124114	Fulfillment	-	216.96	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124115	Fulfillment	-	347.90	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124111	Fulfillment	-	706.92	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124116	Fulfillment	-	76.00	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124116	Fulfillment	-	246.14	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	124117	Fulfillment		105.50	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	12511	15021-012511D	-	92.75	-	-	1/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	1	None	Portsmith	HOUSTON	125112	Fulfillment	-	174.94	-	-	1/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	125112	Fulfillment	-	9.20	-	-	1/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	125114	Fulfillment	-	44.99	-	-	1/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	125115	Fulfillment	-	21.08	-	-	1/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	125116	Fulfillment	-	18.00	-	-	1/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	12611	Fulfillment	-	70.50	-	-	1/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	126112	Fulfillment	-	272.28	-	-	1/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	126113	Fulfillment	-	16.05	-	-	1/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	126114	Fulfillment	-	106.59	-	-	1/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	126115	Fulfillment	-	61.35	-	-	1/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	126116	Fulfillment	-	6.50	-	-	1/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	127112	Fulfillment	-	7.76	-	-	1/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	128112	Fulfillment	-	200.13	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	128113	Fulfillment	-	751.58	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	128114	Fulfillment	-	14.92	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	128115	Fulfillment	-	51.19	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	128116	Fulfillment	-	737.46	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	128117	Fulfillment	-	80.50	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	128118	Fulfillment	-	140.75	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	128119	Fulfillment	-	265.16	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	261110	Fulfillment	-	34.50	-	-	1/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	13111	Fulfillment	-	1,021.25	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	13111	Fulfillment	-	5.27	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131112	Fulfillment	-	322.12	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131112	Fulfillment	-	8.50	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131112	Fulfillment	-	118.17	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131113	Fulfillment	-	774.58	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131113	Fulfillment	-	7,844.06	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131114	Fulfillment	-	105.00	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131114	Fulfillment	-	408.43	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131115	Fulfillment	-	303.50	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131117	Fulfillment	-	541.58	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	131118	Fulfillment	-	265.76	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	131119	Fulfillment	-	75.00	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	91359	Fulfillment	-	720.18	-	-	1/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	201112	Fulfillment	-	136.94	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	201113	Fulfillment	-	11.69	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	201114	Fulfillment	-	7.84	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	201115	Fulfillment	-	587.52	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	201116	Fulfillment	-	25.00	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	201117	Fulfillment	-	386.80	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	201118	Fulfillment	-	319.77	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	201119	Fulfillment		40.00	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	20211	Fulfillment	-	80.00	-	-	2/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	202112	Fulfillment	-	25.05	-	-	2/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	202113	Fulfillment	-	11.50	-	-	2/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	20311	15021-020311A	-	148.90	-	-	2/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	1	None	Portsmith	HOUSTON	20311	Fulfillment		550.69	-	-	2/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	203112	Fulfillment	-	177.72	-	-	2/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	203112	Fulfillment	-	150.67	-	-	2/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	203113	Fulfillment	-	26.50	-	-	2/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	203113	Fulfillment	-	38.20	-	-	2/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	203114	Fulfillment	-	21.50	-	-	2/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	20411	Fulfillment	-	12.06	-	-	2/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	204112	Fulfillment	-	6.50	-	-	2/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	206112	Fulfillment	-	6.79	-	-	2/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	208112	Fulfillment	-	9.50	-	-	2/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	209112	Fulfillment	-	28.29	-	-	2/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	209113	Fulfillment	-	18.00	-	-	2/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	1	None	Portsmith	HOUSTON	21011	Fulfillment	-	310.51	-	-	2/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Pointsmith	HOUSTON	21011	Fulfillment	-	9.62	-	-	2/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	210112	Fulfillment	-	33.00		-	2/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	210112	Fulfillment		6.50		-	2/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	21111	16021-021111E	-	251.20	-	-	2/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	215112	Fulfillment	-	170.00	-	-	2/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	215113	Fulfillment	-	13.47	-	-	2/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	215114	Fulfillment	-	6.50	-	-	2/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	21611	Fulfillment	-	723.71	-	-	2/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	216112	Fulfillment	-	38.09	-	-	2/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	216113	Fulfillment	-	227.99	-	-	2/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	216114	Fulfillment	-	65.05	-	-	2/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	21811	Fulfillment	-	135.87	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218112	Fulfillment	-	581.05	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218112	Fulfillment	-	6.50	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218112	Fulfillment	-	1,032.50		-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218113	Fulfillment	-	51.63	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218113	Fulfillment	-	66.33	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218114	Fulfillment		123.04	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218114	Fulfillment	-	57.63	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218115	Fulfillment	-	40.42	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218115	Fulfillment	-	16.20	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218116	Fulfillment	-	105.00	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218117	Fulfillment		3,496.87	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218118	Fulfillment	-	562.00	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	218119	Fulfillment	-	311.56	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222112	Fulfillment	-	301.29	-	-	2/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222113	Fulfillment	-	15.85		-	2/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222114	Fulfillment	-	1,782.98	-	-	2/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222115	Fulfillment	-	565.11	-	-	2/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	222116	Fulfillment	-	124.50	-	-	2/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	223112	Fulfillment	-	(37.05)		-	2/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	47973	16021-022311A	-	90.30		-	2/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pointsmith	HOUSTON	22511	Fulfillment	-	90.00	-	-	2/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	22511	Fulfillment	-	14.93	-	-	2/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	47974	Fulfillment	-	24.75		-	2/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	225112	Fulfillment	-	35.19		-	2/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	225112	Fulfillment	-	6.50	-	-	2/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	225113	Fulfillment	-	12.00	-	-	2/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	228112	Fulfillment	-	1,017.89	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	228113	Fulfillment	-	53.59	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	228114	Fulfillment	-	55.90	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	228115	Fulfillment		1,295.19	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	228116	Fulfillment		16.34	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	228117	Fulfillment	-	(113.10)	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	228118	Fulfillment	-	1,933.89	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	228119	Fulfillment	-	545.43	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	2281110	Fulfillment	-	143.50	-	-	2/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	30111	Fulfillment	-	11.00	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	30111	Fulfillment	-	52.28	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	301112	Fulfillment	-	206.96	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	301112	Fulfillment	-	2.75	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	301113	Fulfillment	-	9.28	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	301113	Fulfillment	-	177.00	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	301114	Fulfillment	-	44.99	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	301114	Fulfillment	-	21.22	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	301115	Fulfillment	-	78.18	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	301115	Fulfillment	-	13.00	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	301116	Fulfillment	-	65.00	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	30311	Fulfillment	-	9.02	-	-	3/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	303112	Fulfillment	-	5.50	-	-	3/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	30411	Fulfillment	-	50.00	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	30411	Fulfillment	-	120.00	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	304112	Fulfillment	-	375.36	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	304112	Fulfillment	-	105.94	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	304112	Fulfillment	-	97.43	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	304113	Fulfillment	-	129.00	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	304113	Fulfillment	-	11.50	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	304113	Fulfillment	-	5.13	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	304114	Fulfillment	-	947.71	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	304115	Fulfillment	-	225.54	-	-	3/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	307112	Fulfillment	-	126.71	-	-	3/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	307112	Fulfillment	-	304.60	-	-	3/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	307113	Fulfillment	-	6.67	-	-	3/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	307113	Fulfillment	-	27.28	-	-	3/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	307114	Fulfillment	-	1,534.60	-	-	3/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	307114	Fulfillment	-	13.00	-	-	3/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	307115	Fulfillment	-	449.84	-	-	3/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	31111	Fulfillment	-	2,473.02	-	-	3/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	311112	Fulfillment	-	130.16	-	-	3/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	31411	Fulfillment	-	893.01	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	314112	Fulfillment	-	1,542.20	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	314113	Fulfillment	-	128.16	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	314114	Fulfillment	-	774.99	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Portsmith	HOUSTON	314111	Fulfillment	-	2,114.75	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	314116	Fulfillment	-	17.76	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	314117	Fulfillment	-	1,257.28	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	314118	Fulfillment	-	1,391.13	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	314119	Fulfillment	-	290.00	-	-	3/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	31511	Fulfillment	-	23.28	-	-	3/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	315111	Fulfillment	-	1.20	-	-	3/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	315113	Fulfillment	-	1,192.41	-	-	3/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	315114	Fulfillment	-	17.54	-	-	3/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	315115	Fulfillment	-	102.22	-	-	3/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	315116	Fulfillment	-	574.74	-	-	3/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	315117	Fulfillment	-	85.00	-	-	3/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	322112	Fulfillment	-	287.99	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	322113	Fulfillment	-	9.56	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	322114	Fulfillment	-	15.58	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	322115	Fulfillment	-	6.72	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	322116	Fulfillment	-	62.72	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	322117	Fulfillment	-	6.52	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	322118	Fulfillment	-	228.08	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	322119	Fulfillment	-	1,306.98	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	221110	Fulfillment	-	1,321.31	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	221111	Fulfillment	-	241.50	-	-	3/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	46363	Fulfillment	-	452.26	-	-	3/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	462283	Fulfillment	-	147.50	-	-	3/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	32611	Fulfillment	-	157.09	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	32611	Fulfillment	-	552.70	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	325111	Fulfillment	-	9.27	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	325112	Fulfillment	-	105.00	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	325113	Fulfillment	-	540.20	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	325114	Fulfillment	-	49.84	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	325115	Fulfillment	-	13.00	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	32611	Fulfillment	-	118.30	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326112	Fulfillment	-	47.30	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326112	Fulfillment	-	510.35	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326113	Fulfillment	-	25.30	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326113	Fulfillment	-	914.62	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326114	Fulfillment	-	12.08	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326115	Fulfillment	-	75.65	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326116	Fulfillment	-	1,371.90	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326117	Fulfillment	-	404.00	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326118	Fulfillment	-	25.10	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	326119	Fulfillment	-	216.19	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	261110	Fulfillment	-	95.00	-	-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	32911	Fulfillment	-	(2.55)	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	329112	Fulfillment	-	1,406.64	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	329113	Fulfillment	-	3,834.18	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	329114	Fulfillment	-	275.92	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	329115	Fulfillment	-	612.96	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	329116	Fulfillment	-	100.00	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	329117	Fulfillment	-	9.74	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	329118	Fulfillment	-	147.00	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	329119	Fulfillment	-	67.38	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	291110	Fulfillment	-	28.00	-	-	3/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	33111	Fulfillment	-	26.00	-	-	3/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	40111	Fulfillment	-	1,958.49	-	-	4/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	401112	Fulfillment	-	56.00	-	-	4/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	404112	Fulfillment	-	1,416.04	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	404113	Fulfillment	-	30.09	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	404114	Fulfillment	-	18.54	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	404115	Fulfillment	-	77.07	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	404116	Fulfillment	-	21.98	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	404117	Fulfillment	-	347.40	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	404118	Fulfillment	-	11.98	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	404119	Fulfillment	-	590.90	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	41110	Fulfillment	-	265.61	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	41111	Fulfillment	-	106.00	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	405112	Fulfillment	-	2.94	-	-	4/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	405113	Fulfillment	-	1,921.75	-	-	4/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	405114	Fulfillment	-	156.82	-	-	4/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	405115	Fulfillment	-	71.00	-	-	4/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	40711	Fulfillment	-	34.19	-	-	4/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	407112	Fulfillment	-	254.70	-	-	4/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	407113	Fulfillment	-	39.00	-	-	4/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	40811	Fulfillment	-	717.46	-	-	4/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	408112	Fulfillment	-	1,049.85	-	-	4/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	408113	Fulfillment	-	111.50	-	-	4/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	41111	Fulfillment	-	69.98	-	-	4/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	41111	Fulfillment	-	9.21	-	-	4/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	411112	Fulfillment	-	637.05	-	-	4/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	411112	Fulfillment	-	6.50	-	-	4/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	411113	Fulfillment	-	119.00	-	-	4/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	41411	Fulfillment	-	6.50	-	-	4/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	41611	Fulfillment	-	193.25	-	-	4/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Pontsmith	HOUSTON	418112	Fulfillment	-	10 12	-	-	4/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	418113	Fulfillment	-	529 15	-	-	4/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	418114	Fulfillment	-	119 00	-	-	4/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	418115	Fulfillment	-	2 034 26	-	-	4/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	418116	Fulfillment	-	435 70	-	-	4/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	418117	Fulfillment	-	208 50	-	-	4/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	41911	Fulfillment	-	560 80	-	-	4/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	419112	Fulfillment	-	1 020 72	-	-	4/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	419113	Fulfillment	-	62 72	-	-	4/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	419114	Fulfillment	-	566 77	-	-	4/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	419115	Fulfillment	-	390 00	-	-	4/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	419116	Fulfillment	-	91 29	-	-	4/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	419117	Fulfillment	-	32 50	-	-	4/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	42011	Fulfillment	-	100 00	-	-	4/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	420112	Fulfillment	-	65 62	-	-	4/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	420113	Fulfillment	-	6 50	-	-	4/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	42211	Fulfillment	-	9 96	-	-	4/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	42211	Fulfillment	-	178 91	-	-	4/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	422112	Fulfillment	-	6 50	-	-	4/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	422112	Fulfillment	-	0 52	-	-	4/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	42611	Fulfillment	-	177 40	-	-	4/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	426112	Fulfillment	-	9 35	-	-	4/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	426113	Fulfillment	-	4 20	-	-	4/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	426114	Fulfillment	-	6 98	-	-	4/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	426115	Fulfillment	-	563 60	-	-	4/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	426116	Fulfillment	-	84 49	-	-	4/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	426117	Fulfillment	-	71 00	-	-	4/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	427112	Fulfillment	-	1,268 76	-	-	4/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	427113	Fulfillment	-	67 83	-	-	4/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	427114	Fulfillment	-	773 08	-	-	4/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	427115	Fulfillment	-	71 01	-	-	4/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	164225	Fulfillment	-	409 16	-	-	4/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	42911	Fulfillment	-	9 98	-	-	4/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	429112	Fulfillment	-	0 62	-	-	4/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	429113	Fulfillment	-	319 54	-	-	4/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	429114	Fulfillment	-	19 00	-	-	4/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	429115	Fulfillment	-	260 40	-	-	4/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	429116	Fulfillment	-	369 66	-	-	4/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	429117	Fulfillment	-	27 00	-	-	4/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	502112	Fulfillment	-	419 58	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	502113	Fulfillment	-	390 85	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	502114	Fulfillment	-	19 96	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	502115	Fulfillment	-	43 71	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	502116	Fulfillment	-	1,125 85	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	502117	Fulfillment	-	(80 30)	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	502119	Fulfillment	-	272 99	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	21110	Fulfillment	-	2,155 25	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	21111	Fulfillment	-	152.00	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	50311	Fulfillment	-	242 37	-	-	5/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	503112	Fulfillment	-	123 96	-	-	5/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	503113	Fulfillment	-	19 28	-	-	5/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	503114	Fulfillment	-	310 00	-	-	5/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	503116	Fulfillment	-	423 25	-	-	5/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	503117	Fulfillment	-	19 50	-	-	5/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	503118	Fulfillment	-	62.61	-	-	5/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	504112	Fulfillment	-	(35 98)	-	-	5/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	48048	Fulfillment	-	57 00	-	-	5/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	509112	Fulfillment	-	1,934.02	-	-	5/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	509113	Fulfillment	-	19 48	-	-	5/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	509114	Fulfillment	-	102 62	-	-	5/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	509115	Fulfillment	-	373.75	-	-	5/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	509116	Fulfillment	-	86 30	-	-	5/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	509117	Fulfillment	-	72 50	-	-	5/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	510112	Fulfillment	-	346 04	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	510113	Fulfillment	-	18 21	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	510114	Fulfillment	-	215 50	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	510115	Fulfillment	-	1 67	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	510116	Fulfillment	-	222.96	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	510117	Fulfillment	-	68.75	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	510118	Fulfillment	-	40.50	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	1952	Fulfillment	-	51.24	-	-	5/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	222321	Fulfillment	-	565.00	-	-	5/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	222322	Fulfillment	-	1,217 21	-	-	5/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	222323	Fulfillment	-	50 00	-	-	5/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	51911	Fulfillment	-	241 54	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	519112	Fulfillment	-	29 46	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	519113	Fulfillment	-	14.22	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	519114	Fulfillment	-	215.00	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	519115	Fulfillment	-	1 11	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	519116	Fulfillment	-	1,503 18	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	519117	Fulfillment	-	1,654 27	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	519118	Fulfillment	-	293 50	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	4861	Fulfillment	-	100 50	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Contractor #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
234	1	None	Pointsmith	HOUSTON	520112	Fulfillment	-	955.63	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520113	Fulfillment	-	44.99	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520114	Fulfillment	-	298.20	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520115	Fulfillment	-	310.99	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520117	Fulfillment	-	445.97	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520118	Fulfillment	-	3,559.76	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520119	Fulfillment	-	310.71	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520119	Fulfillment	-	137.58	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520116	Fulfillment	-	10.48	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520117	Fulfillment	-	290.05	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520115	Fulfillment	-	138.07	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520119	Fulfillment	-	46.56	-	-	5/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	520111	Fulfillment	-	142.09	-	-	5/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	524112	Fulfillment	-	7.46	-	-	5/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	118030	Fulfillment	-	145.67	-	-	5/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	49069	16021-0513111E	-	225.15	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
234	1	None	Pointsmith	HOUSTON	53111	Fulfillment	-	789.47	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531112	Fulfillment	-	29.94	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531113	Fulfillment	-	43.12	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531113	Fulfillment	-	6,119.74	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531114	Fulfillment	-	417.80	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531114	Fulfillment	-	57.96	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531115	Fulfillment	-	344.46	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531115	Fulfillment	-	379.42	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531116	Fulfillment	-	97.48	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531116	Fulfillment	-	159.90	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531117	Fulfillment	-	27.00	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531117	Fulfillment	-	273.50	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531118	Fulfillment	-	691.38	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531118	Fulfillment	-	199.18	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531119	Fulfillment	-	136.50	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	531112	Fulfillment	-	1,081.11	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	118793	Fulfillment	-	6.50	-	-	6/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	61311	16021-0601111A	-	134.12	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
234	1	None	Pointsmith	HOUSTON	16494	Fulfillment	-	65.19	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	61311	Fulfillment	-	2,309.26	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	613112	Fulfillment	-	1,187.05	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	613113	Fulfillment	-	183.68	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	613114	Fulfillment	-	429.26	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	613115	Fulfillment	-	129.50	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	613116	Fulfillment	-	1,394.38	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	613113	Fulfillment	-	403.65	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	613116	Fulfillment	-	129.50	-	-	6/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	614112	Fulfillment	-	727.20	-	-	6/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	614113	Fulfillment	-	376.34	-	-	6/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	614114	Fulfillment	-	9.98	-	-	6/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	614115	Fulfillment	-	58.60	-	-	6/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	614116	Fulfillment	-	298.50	-	-	6/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	614117	Fulfillment	-	133.47	-	-	6/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	614118	Fulfillment	-	209.55	-	-	6/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	614119	Fulfillment	-	19.50	-	-	6/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	615112	Fulfillment	-	(65.19)	-	-	6/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	622112	Fulfillment	-	378.21	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	622113	Fulfillment	-	9.98	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	622114	Fulfillment	-	29.44	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	622115	Fulfillment	-	39.50	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	622115	Fulfillment	-	244.00	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	622117	Fulfillment	-	427.72	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	622118	Fulfillment	-	204.91	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	622119	Fulfillment	-	129.50	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	62711	16021-0621111A	-	75.81	-	-	6/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
234	1	None	Pointsmith	HOUSTON	627112	Fulfillment	-	649.45	-	-	6/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	627113	Fulfillment	-	19.98	-	-	6/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	627114	Fulfillment	-	35.23	-	-	6/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	627115	Fulfillment	-	5.79	-	-	6/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	627116	Fulfillment	-	172.80	-	-	6/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	627117	Fulfillment	-	46.84	-	-	6/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	627118	Fulfillment	-	33.50	-	-	6/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	630112	Fulfillment	-	831.35	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	630113	Fulfillment	-	38.92	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	630114	Fulfillment	-	45.83	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	630115	Fulfillment	-	475.00	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	630116	Fulfillment	-	894.88	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	630117	Fulfillment	-	171.07	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	630118	Fulfillment	-	78.50	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	701112	Fulfillment	-	570.97	-	-	7/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	701113	Fulfillment	-	36.02	-	-	7/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	701114	Fulfillment	-	694.42	-	-	7/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	701115	Fulfillment	-	365.11	-	-	7/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	70511	Fulfillment	-	1,367.17	-	-	7/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	705112	Fulfillment	-	224.62	-	-	7/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	705113	Fulfillment	-	9.98	-	-	7/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
234	1	None	Pointsmith	HOUSTON	705114	Fulfillment	-	84.30	-	-	7/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Portsmith	HOUSTON	705115	Fulfillment	-	734.75	-	-	7/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	705117	Fulfillment	-	415.11	-	-	7/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	705118	Fulfillment		136.50	-	-	7/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	705119	Fulfillment	-	42.00	-	-	7/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	1045	Ya Ya Banner	-	40.00	-	-	7/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	718112	Fulfillment		1,092.97	-	-	7/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	718113	Fulfillment	-	1,050.75	-	-	7/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	718114	Fulfillment	-	19.90	-	-	7/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	718115	Fulfillment		114.12	-	-	7/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	718116	Fulfillment	-	1,065.77	-	-	7/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	718117	Fulfillment		279.50	-	-	7/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	718119	Fulfillment	-	1,109.18	-	-	7/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	181110	Fulfillment	-	850.22	-	-	7/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	181111	Fulfillment		177.00	-	-	7/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	71911	Fulfillment	-	445.97	-	-	7/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	419115	Fulfillment	-	2,677.97	-	-	7/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	719112	Fulfillment		1,485.74	-	-	7/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	719113	Fulfillment	-	9.98	-	-	7/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	719114	Fulfillment		122.17	-	-	7/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	719116	Fulfillment	-	250.00	-	-	7/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	719118	Fulfillment		29.99	-	-	7/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	719115	Fulfillment	-	1,093.10	-	-	7/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	191110	Fulfillment		53.50	-	-	7/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	72511	Fulfillment	-	39.99	-	-	7/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	725112	Fulfillment	-	79.38	-	-	7/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	725113	Fulfillment	-	5.18	-	-	7/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	725114	Fulfillment	-	145.00	-	-	7/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	725115	Fulfillment		65.63	-	-	7/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	725116	Fulfillment	-	31.00	-	-	7/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	72611	Fulfillment	-	112.39	-	-	7/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	726112	Fulfillment	-	9.88	-	-	7/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	726113	Fulfillment	-	6.43	-	-	7/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	726114	Fulfillment	-	191.51	-	-	7/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	726115	Fulfillment	-	391.00	-	-	7/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	726116	Fulfillment	-	29.06	-	-	7/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	726117	Fulfillment	-	19.50	-	-	7/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	80511	Fulfillment	-	(42.50)	-	-	8/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	805112	Fulfillment	-	(18.56)	-	-	8/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	81011	Fulfillment	-	303.19	-	-	8/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810112	Fulfillment	-	120.34	-	-	8/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810113	Fulfillment	-	22.27		-	8/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810114	Fulfillment	-	153.80	-	-	8/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810116	Fulfillment	-	576.06	-	-	8/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810117	Fulfillment	-	855.52	-	-	8/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	810118	Fulfillment	-	141.00	-	-	8/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	811112	Fulfillment	-	555.41	-	-	8/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	811113	Fulfillment	-	25.25	-	-	8/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	811114	Fulfillment	-	766.98	-	-	8/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	811115	Fulfillment	-	410.94	-	-	8/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	81511	Fulfillment	-	197.39		-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	81511	Fulfillment	-	7,182.68	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	815112	Fulfillment	-	127.59	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	815112	Fulfillment	-	1,513.34	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	815112	Fulfillment	-	378.04	-		8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	815113	Fulfillment	-	6.72	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	815113	Fulfillment	-	9.98	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	815114	Fulfillment	-	111.62	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	815116	Fulfillment	-	644.24	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	815117	Fulfillment	-	256.30	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	815118	Fulfillment	-	101.50	-	-	8/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	1286	Fulfillment	-	158.74	-	-	8/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	81811	16021-08041102	-	197.85	-	-	8/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	822113	Fulfillment	-	(73.49)	-	-	8/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	824112	16021-0818110	-	73.66	-	-	8/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	82511	Fulfillment		1,185.69	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825112	Fulfillment		15.79	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825113	Fulfillment	-	63.25	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825114	Fulfillment		14.00	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825115	Fulfillment	-	250.00	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825117	Fulfillment		757.93	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825118	Fulfillment	-	351.25	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	825119	Fulfillment		204.50	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	82911	Fulfillment	-	58.65	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	829112	Fulfillment	-	1,117.96	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	829112	Fulfillment	-	593.77	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	829113	Fulfillment	-	457.55	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	829114	Fulfillment	-	9.55		-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	829115	Fulfillment	-	47.46	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	829116	Fulfillment	-	785.64	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	829117	Fulfillment		719.02	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	829119	Fulfillment	-	37.50	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	291110	Fulfillment	-	304.14	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	291111	Fulfillment		82.50	-	-	8/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Portsmith	HOUSTON	90911	Fulfillment	-	7.50	-	-	9/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	909112	Fulfillment	-	6.50	-	-	9/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	909113	Fulfillment	-	42.40			9/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	131424	Fulfillment	-	255.00	-	-	9/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	913112	Fulfillment	-	14.09	-		9/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	913113	Fulfillment	-	6.50	-	-	9/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	914112	Fulfillment	-	1,248.44		-	9/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	914113	Fulfillment	-	65.72	-		9/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	914114	Fulfillment	-	179.40	-	-	9/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	914116	Fulfillment		80.00	-		9/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	914117	Fulfillment	-	2,995.73	-		9/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	914118	Fulfillment	-	583.10			9/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	914119	Fulfillment	-	231.00	-	-	9/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	91911	Fulfillment	-	1,229.71	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	91911	Fulfillment	-	1,284.08	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919112	Fulfillment	-	64.74	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919112	Fulfillment	-	2,414.25	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919113	Fulfillment	-	750.00	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919113	Fulfillment	-	9.98	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919114	Fulfillment	-	7,517.00	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919114	Fulfillment		195.18	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919115	Fulfillment	-	5,085.88	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919115	Fulfillment	-	2,327.26	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919116	Fulfillment	-	460.50	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919116	Fulfillment	-	25.65	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919118	Fulfillment	-	1,704.56	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	919119	Fulfillment	-	842.52	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	191119	Fulfillment	-	249.30	-	-	9/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	920112	Fulfillment	-	7,922.38	-		9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	920113	Fulfillment	-	420.64	-	-	9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	920114	Fulfillment	-	497.57	-	-	9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	920116	Fulfillment	-	1,217.68	-		9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	920117	Fulfillment	-	4,303.00	-	-	9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	920118	Fulfillment	-	782.82		-	9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	920119	Fulfillment	-	294.50	-	-	9/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	923112	Fulfillment	-	308.08	-		9/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	923113	Fulfillment	-	16.22	-	-	9/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	923114	Fulfillment	-	70.00	-	-	9/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	923115	Fulfillment	-	1,366.54	-	-	9/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	923116	Fulfillment	-	326.81	-	-	9/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	923117	Fulfillment	-	127.50	-	-	9/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926112	Fulfillment	-	572.09	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926112	Fulfillment	-	7,901.37	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926113	Fulfillment	-	30.43	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926113	Fulfillment	-	415.86	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926114	Fulfillment	-	31.71	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926114	Fulfillment	-	60.00	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926115	Fulfillment	-	179.82	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926115	Fulfillment	-	24.50	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926116	Fulfillment	-	171.32	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926117	Fulfillment	-	69.27	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926117	Fulfillment	-	451.14	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926118	Fulfillment		26.00	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926118	Fulfillment	-	156.38	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	926119	Fulfillment	-	40.00	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	927112	Fulfillment	-	2,623.79	-	-	9/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	927113	Fulfillment	-	136.10	-	-	9/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	927114	Fulfillment	-	9.99	-	-	9/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	927115	Fulfillment	-	18.45	-	-	9/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	92911	19021-092711D	-	800.83	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Portsmith	HOUSTON	929112	Fulfillment	-	1,208.11	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	929113	Fulfillment	-	18.53	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	929114	Fulfillment	-	64.96	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	929115	Fulfillment	-	100.00	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	929116	Fulfillment	-	1,117.54	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	929117	Fulfillment	-	252.23	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	929118	Fulfillment	-	55.00	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	930112	Fulfillment	-	212.53	-	-	9/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	930113	Fulfillment	-	2,355.85	-	-	9/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	930114	Fulfillment	-	135.20	-	-	9/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	3112	Fulfillment	-	256.39	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	3113	Fulfillment	-	395.15	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	3114	Fulfillment	-	34.28	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	3115	Fulfillment	-	32.80	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	3115	Fulfillment	-	5.80	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	3116	Fulfillment	-	25.39	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	3119	Fulfillment	-	7.50	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	100711	Fulfillment	-	66.98	-	-	10/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	7112	Fulfillment	-	3.66	-	-	10/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	11112	Fulfillment	-	7,547.65	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	11112	Fulfillment	-	616.96	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	11112	Fulfillment	-	867.49	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Portsmith	HOUSTON	11112	Fulfillment	-	397.25	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Pontsmith	HOUSTON	11112	Fulfillment	-	1,525.90		-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11113	Fulfillment	-	566.45	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11114	Fulfillment	-	70.42	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11114	Fulfillment	-	165.42	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11114	Fulfillment	-	24.07	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11115	Fulfillment	-	23.18	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11115	Fulfillment	-	295.88	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11115	Fulfillment	-	65.05	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11116	Fulfillment	-	1,610.00	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11117	Fulfillment	-	57.84	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11117	Fulfillment	-	72.00	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11118	Fulfillment	-	234.47	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11118	Fulfillment	-	4,014.96	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11119	Fulfillment	-	409.14	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	11119	Fulfillment	-	751.44	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	111110	Fulfillment	-	165.00	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	111110	Fulfillment	-	352.50	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	1857	Fulfillment	-	48.96	-	-	10/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	17112	Fulfillment	-	631.00	-	-	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	17113	Fulfillment	-	568.21	-	-	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	17114	Fulfillment	-	62.12	-	-	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	17115	Fulfillment	-	282.92	-	-	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	17116	Fulfillment	-	108.50	-	-	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	17117	Fulfillment	-	352.84	-	-	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	17118	Fulfillment	-	297.87	-	-	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	17119	Fulfillment	-	60.50	-	-	10/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	101811	Fulfillment	-	2,506.37	-	-	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	18112	Fulfillment	-	131.87	-	-	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	18113	Fulfillment	-	22.38	-	-	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	18114	Fulfillment	-	18.00	-	-	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	2159	Fulfillment	-	117.00	-	-	10/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	20112	Fulfillment	-	854.55	-	-	10/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	20113	Fulfillment	-	45.00	-	-	10/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27112	Fulfillment	-	1,503.52	-	-	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27113	Fulfillment	-	79.14	-	-	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27114	Fulfillment	-	165.00	-	-	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27115	Fulfillment	-	510.18	-	-	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27116	Fulfillment	-	216.02	-	-	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	27117	Fulfillment	-	55.00	-	-	10/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	28112	Fulfillment	-	1,150.71	-	-	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	28113	Fulfillment	-	60.56	-	-	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	28114	Fulfillment	-	1,558.83	-	-	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	28115	Fulfillment	-	268.17	-	-	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	31112	Fulfillment	-	414.30	-	-	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	31113	Fulfillment	-	2,560.41	-	-	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	31114	Fulfillment	-	156.55	-	-	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	31115	Fulfillment	-	112.50	-	-	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	31116	Fulfillment	-	75.00	-	-	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	31118	Fulfillment	-	58.50	-	-	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	31119	Fulfillment	-	58.59	-	-	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	311110	Fulfillment	-	44.00	-	-	10/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	103112	Fulfillment	-	1,496.68	-	-	11/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110411	15921-110111A	-	80.70	-	-	11/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
235	2	None	Pontsmith	HOUSTON	104113	Fulfillment	-	76.77	-	-	11/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	104114	Fulfillment	-	479.67	-	-	11/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	104116	Fulfillment	-	458.04	-	-	11/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	104117	Fulfillment	-	209.75	-	-	11/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	104118	Fulfillment	-	96.00	-	-	11/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107112	Fulfillment	-	484.45	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107112	Fulfillment	-	999.58	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107113	Fulfillment	-	5,827.43	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107113	Fulfillment	-	52.60	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107114	Fulfillment	-	332.19	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107114	Fulfillment	-	35.37	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107115	Fulfillment	-	346.84	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107115	Fulfillment	-	73.39	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107116	Fulfillment	-	35.00	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107118	Fulfillment	-	78.00	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	107119	Fulfillment	-	87.11	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	71110	Fulfillment	-	21.50	-	-	11/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110112	Fulfillment	-	1,516.07	-	-	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110113	Fulfillment	-	69.27	-	-	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110114	Fulfillment	-	53.71	-	-	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	110115	Fulfillment	-	37.60	-	-	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	111411	Fulfillment	-	1,447.82	-	-	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	114112	Fulfillment	-	76.70	-	-	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	114114	Fulfillment	-	40.00	-	-	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	114115	Fulfillment	-	7.50	-	-	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	114116	Fulfillment	-	6.00	-	-	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	118112	Fulfillment	-	2,993.45	-	-	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	118113	Fulfillment	-	102.82	-	-	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	118114	Fulfillment	-	250.00	-	-	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pontsmith	HOUSTON	118116	Fulfillment	-	351.07	-	-	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
235	2	None	Pointsmith	HOUSTON	118117	Fulfillment	-	144.66		-	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	118118	Fulfillment		94.00		-	11/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121112	Fulfillment	-	1,753.75	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121112	Fulfillment		1,490.58		-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121113	Fulfillment	-	6,210.22	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121113	Fulfillment	-	78.45	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121114	Fulfillment	-	419.16		-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121114	Fulfillment	-	518.02	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121115	Fulfillment	-	181.92	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121115	Fulfillment		576.00	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121116	Fulfillment	-	55.00	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121117	Fulfillment	-	183.39	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121118	Fulfillment	-	27.76	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121118	Fulfillment	-	134.50		-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	121119	Fulfillment	-	142.32		-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	211112	Fulfillment	-	28.00	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	120511	Fulfillment	-	1,534.41	-	-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	205112	Fulfillment		6,932.02	-	-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	205113	Fulfillment	-	15.67	-	-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	205114	Fulfillment	-	446.41		-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	205115	Fulfillment	-	24.37	-	-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	205116	Fulfillment	-	150.00		-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	205118	Fulfillment	-	342.74	-	-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	205119	Fulfillment	-	353.28	-	-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	91110	Fulfillment	-	269.50	-	-	12/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	12616	Fulfillment	-	2,526.97	-	-	12/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	120611	Fulfillment	-	1,312.54	-	-	12/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	206112	Fulfillment	-	1,683.41		-	12/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	206113	Fulfillment	-	157.71	-	-	12/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	206114	Fulfillment	-	666.86	-	-	12/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	206116	Fulfillment	-	66.04	-	-	12/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	206117	Fulfillment		100.86		-	12/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	206118	Fulfillment	-	29.00	-	-	12/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	207112	Fulfillment	-	63.46	-	-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	207113	Fulfillment		3.34		-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	212112	Fulfillment	-	1,751.11	-	-	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	212113	Fulfillment	-	1,575.86	-	-	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	212114	Fulfillment	-	180.38	-	-	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	212115	Fulfillment	-	546.00	-	-	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	212116	Fulfillment		540.64	-	-	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	212117	Fulfillment	-	253.90	-	-	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	212116	Fulfillment		128.50		-	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213112	Fulfillment	-	510.95	-	-	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213113	Fulfillment	-	1,370.14	-	-	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213114	Fulfillment	-	99.01	-	-	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213115	Fulfillment	-	383.84	-	-	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	213116	Fulfillment	-	575.02	-	-	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227112	Fulfillment	-	356.81	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227112	Fulfillment	-	1,594.19		-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227113	Fulfillment	-	1,469.53	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227113	Fulfillment	-	5,261.11	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227114	Fulfillment	-	14.41	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227114	Fulfillment	-	360.78	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227115	Fulfillment	-	96.90	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227115	Fulfillment	-	199.00	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227116	Fulfillment	-	384.00	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227117	Fulfillment	-	1,007.83	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227118	Fulfillment	-	187.47	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227118	Fulfillment	-	1,754.84	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227119	Fulfillment	-	138.76	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	227119	Fulfillment	-	424.00	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	271110	Fulfillment	-	34.50	-	-	12/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	123011	Fulfillment	-	695.48	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	230112	Fulfillment	-	36.59	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	230113	Fulfillment	-	32.00	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	230115	Fulfillment	-	62.69	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	230116	Fulfillment	-	14.00	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	2	None	Pointsmith	HOUSTON	141110	Fulfillment	-	113.10	-	-	2/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment Service
235	Subtotal						-	564,116.84	-	-							
300	6	4863H-2711	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		158.00	158.00	-	-	1/8/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2735	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		30.55	30.55	-	-	1/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2641	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		11,428.69	11,428.69	-	-	1/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2646	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		4,641.96	4,641.96	-	-	1/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2737	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		21.04	21.04	-	-	1/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2692	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		499.40	-	-	-	1/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H-2719	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		210.93	210.93	-	-	1/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2668	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		175.10	-	-	-	1/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H-2733	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		419.32	419.32	-	-	1/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2733	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22700		45.50	45.50	-	-	1/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2717	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		226.18	226.18	-	-	2/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2682	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		1,905.37	1,905.37	-	-	2/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2690	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		606.40	606.40	-	-	2/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2739	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		5.11	5.11	-	-	2/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H-2685	100 - POINTSMITH DUMMY ACCOUNT	HOUSTON	22720		533.74	533.74	-	-	2/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
300	6	4863H- 2657	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			936.34	936.34	-	-	2/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2657	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			3,256.42	3,256.42		-	3/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2664	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			301.78	-	-	-	3/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2666	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			670.91	670.91	-	-	3/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2722	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			109.00	109.00	-	-	3/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2676	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			1,162.90	1,162.90	-	-	3/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2687	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			511.97	511.97	-	-	3/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2685	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			675.09	675.09	-	-	3/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2720	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			139.79	139.79	-	-	3/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2712	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			129.49	129.49	-	-	4/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2708	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			413.13	413.13	-	-	4/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2709	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			119.65	119.65	-	-	4/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2670	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			949.55	949.55	-	-	4/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2664	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			405.81	-	-	-	4/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2652	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			4,227.59	4,227.59	-	-	4/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2661	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			1,850.75	-	-	-	4/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2664	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			3,591.06	3,591.06	-	-	4/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2667	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			1,381.48	1,381.48	-	-	4/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2700	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			437.50	437.50	-	-	4/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2938	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	49550			15,150.09	159.29	-	-	4/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Reduced to exclude OOS
300	6	4863H- 2799	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			361.15	361.15	-	-	4/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2669	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			1,483.90	1,483.90	-	-	4/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2712	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			149.50	-	-	-	5/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2794	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			33.09	33.09	-	-	5/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2710	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			286.98	-	-	-	5/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2701	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			424.10	-	-	-	5/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2639	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			12,634.89	12,634.89	-	-	5/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2656	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			2,890.84	2,890.84	-	-	5/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2664	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			1,254.92	1,254.92	-	-	5/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2691	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			594.55	594.55	-	-	5/8/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2647	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			4,575.34	4,575.34	-	-	5/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2707	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			360.47	360.47	-	-	5/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2695	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			544.63	544.63	-	-	5/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2693	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			581.98	581.98	-	-	5/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2729	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			94.57	94.57	-	-	5/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2673	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			553.10	-	-	-	5/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2718	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			220.78	220.78	-	-	5/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2727	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			95.79	95.79	-	-	5/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2667	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			553.10	-	-	-	5/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2672	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			973.40	973.40	-	-	7/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2705	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			406.95	406.95	-	-	7/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2702	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			(37.84)	-	-	-	7/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Original invoice is shipped out of state. Therefore, it should not be scheduled
300	6	4863H- 2662	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			706.99	706.99	-	-	7/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2736	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			25.67	25.67	-	-	7/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2706	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			373.07	373.07	-	-	7/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2669	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			2,120.53	2,120.53	-	-	7/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2680	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			799.88	799.88	-	-	7/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2671	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			848.70	-	-	-	7/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2714	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			274.30	274.30	-	-	7/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2728	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			94.97	94.97	-	-	8/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2726	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			98.07	98.07	-	-	8/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2724	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			115.40	115.40	-	-	8/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2738	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			20.24	20.24	-	-	8/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2680	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			4,356.32	4,356.32	-	-	8/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2731	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			70.65	-	-	-	8/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2676	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			878.09	878.09	-	-	8/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2694	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			568.58	568.58	-	-	8/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2643	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			706.98	706.98	-	-	8/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2649	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			4,360.49	4,360.49	-	-	9/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2644	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			6,458.25	6,458.25	-	-	9/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2715	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			233.98	233.98	-	-	9/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2669	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			1,381.48	1,381.48	-	-	9/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2694	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			698.14	698.14	-	-	9/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2661	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			4,312.87	4,312.87	-	-	9/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2656	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			3,459.40	3,459.40	-	-	9/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2732	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			60.34	60.34	-	-	10/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2678	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			619.81	619.81	-	-	10/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2677	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			848.70	848.70	-	-	10/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2665	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			1,701.08	1,701.08	-	-	10/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2637	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			15,471.09	15,471.09	-	-	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2710	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			357.42	-	-	-	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2661	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			748.01	748.01	-	-	11/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2666	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			503.36	503.36	-	-	11/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2654	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			3,945.83	3,945.83	-	-	11/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2730	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			75.21	75.21	-	-	11/8/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2645	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			6,449.67	6,449.67	-	-	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2648	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			4,423.95	4,423.95	-	-	11/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2635	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			6,808.95	6,808.95	-	-	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Dent agree. Not OOS based on support provided
300	6	4863H- 2660	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			1,940.83	1,940.83	-	-	11/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2642	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			8,240.00	-	-	-	11/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2636	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			41,200.00			-	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Out-of-state sales
300	6	4863H- 2669	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			606.73	606.73	-	-	12/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2649	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			12,372.32	12,372.32	-	-	12/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2689	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			439.76	439.76	-	-	12/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2643	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			6,902.56	6,902.56	-	-	12/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2663	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			3,960.70	3,960.70	-	-	12/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	6	4863H- 2675	100 - POINTSMITH DUMMY ACCOUNT HOUSTON	22720			903.69	903.69	-	-	12/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment services
300	Subtotal						240,309.45	159,202.61	-	-							

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
310	7	4863H-3600	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	74154		1,873.65	1,873.65	-	-	4/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Don't agree. Not OOS based on support provided
310	7	4863H-3136	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	75297	job 22977	3,572.50	411.60	-	-	5/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	1-Reduced. 15% of the whole invoice amount are TX sales, shipped to TX based on support provided. Not all OOS
310	7	4863H-3136	1314 - POPEYES SUPPORT CENTER	HOUSTON	77036	job 22963A	1,880.00	374.00	-	-	4/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Reduced. Some are TX sales, shipped to TX. TP was able to provide TX sales amount and I agreed with the support provided. Not all OOS
310	7	4863H-3136	1314 - POPEYES SUPPORT CENTER	HOUSTON	77567	job 22963A	550.00	30.00	-	-	4/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Reduced. Some are TX sales, shipped to TX. TP was able to provide TX sales amount and I agreed with the support provided. Not all OOS
310	7	4863H-3136	1314 - POPEYES SUPPORT CENTER	HOUSTON	77396	job 22963B	2,256.50	450.50	-	-	3/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Reduced. Some are TX sales, shipped to TX. TP was able to provide TX sales amount and I agreed with the support provided. Not all OOS
310	7	4863H-3759	1314 - POPEYES SUPPORT CENTER	HOUSTON	76595	job 22961B	1,920.00	421.50	-	-	6/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3871	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77288		5,851.82	5,851.82	-	-	3/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed
310	7	4863H-3759	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77961		1,575.00	-	-	-	5/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	6-Reduced. 16.50 is the sales tax. Tax Collected Not Remitted
310	7	4863H-3761	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	805203		216.50	200.00	-	-	8/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3950	1314 - POPEYES SUPPORT CENTER	HOUSTON	79616		21.91	21.91	-	-	11/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3643	1414 - MATTRESS FIRM MCS	HOUSTON	79275		14,544.00	14,544.00	-	-	9/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agreed to reduce to TX sales only based on support provided
310	7	4863H-3735	1876 - GE MONEY BANK	HOUSTON	76100	job 22609	397,752.84	25,054.63	-	-	6/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Didn't agree. Certificate was not provided. Fulfillment. Star letter 9806477L
310	7	4863H-3775	1876 - GE MONEY BANK	HOUSTON	79150	job 22570	480.95	480.95	-	-	8/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Didn't agree. Certificate was not provided. Fulfillment. Star letter 9806477L. Amended amount is based on invoice provided.
310	7	4863H-3757	1876 - GE MONEY BANK	HOUSTON	78840	job 22569	2,190.92	2,241.00	-	-	10/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Didn't agree. Certificate was not provided. Fulfillment. Star letter 9806477L. Amended amount is based on invoice provided.
310	7	4863H-3758	1876 - GE MONEY BANK	HOUSTON	78511		1,406.31	1,400.00	-	-	10/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Didn't agree. Certificate was not provided. Fulfillment. Star letter 9806477L. Amended amount is based on invoice provided
310	7	4863H-3740	1876 - GE MONEY BANK	HOUSTON	78423	job 22576	16,544.47	17,031.39	-	-	10/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Didn't agree. Certificate was not provided. Fulfillment. Star letter 9806477L. Amended amount is based on invoice provided
310	7	4863H-3741	1876 - GE MONEY BANK	HOUSTON	78565	job 22569	14,261.24	14,701.24	-	-	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Didn't agree. Certificate was not provided. Fulfillment. Star letter 9806477L.
310	7	4863H-3743	1876 - GE MONEY BANK	HOUSTON	79704	job 22641	8,050.26	6,950.00	-	-	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Didn't agree. Certificate was not provided. Fulfillment. Star letter 9806477L. Amended amount is based on invoice provided
310	7	4863H-3766	1876 - GE MONEY BANK	HOUSTON	79015	job 22575	1,469.10	1,516.91	-	-	11/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Didn't agree. Certificate was not provided. Fulfillment. Star letter 9806477L. Amended amount is based on invoice provided.
310	7	4863H-3764	1876 - GE MONEY BANK	HOUSTON	79603	job 22575	1,506.70	1,545.21	-	-	12/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Didn't agree. Taxable sales based on invoice provided
310	7	4863H-3767	1876 - GE MONEY BANK	HOUSTON	79551	job 22575	39,060.92	39,060.92	-	-	12/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agree. 1521.61+546.92+482.11+269.75+80.68+54.49+38.51+29.35. Those invoices are credited out by invoice 12312013
310	7	4863H-3773	1876 - GE MONEY BANK	HOUSTON	79420	job 22575	546.92	-	-	-	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agree. 1521.61+546.92+482.11+269.75+80.68+54.49+38.51+29.35. Those invoices are credited out by invoice 12312013
310	7	4863H-3772	1876 - GE MONEY BANK	HOUSTON	79555	job 22569	482.11	-	-	-	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agree. 1521.61+546.92+482.11+269.75+80.68+54.49+38.51+29.35. Those invoices are credited out by invoice 12312013
310	7	4863H-3777	1876 - GE MONEY BANK	HOUSTON	79704	job 22615	269.75	-	-	-	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agree. 1521.61+546.92+482.11+269.75+80.68+54.49+38.51+29.35. Those invoices are credited out by invoice 12312013
310	7	4863H-3791	1876 - GE MONEY BANK	HOUSTON	79486	job 22656	80.68	-	-	-	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agree. 1521.61+546.92+482.11+269.75+80.68+54.49+38.51+29.35. Those invoices are credited out by invoice 12312013
310	7	4863H-3790	1876 - GE MONEY BANK	HOUSTON	79511	job 22656	54.49	-	-	-	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agree. 1521.61+546.92+482.11+269.75+80.68+54.49+38.51+29.35. Those invoices are credited out by invoice 12312013
310	7	4863H-3776	1876 - GE MONEY BANK	HOUSTON	79603	job 22576	38.51	-	-	-	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agree. 1521.61+546.92+482.11+269.75+80.68+54.49+38.51+29.35. Those invoices are credited out by invoice 12312013
310	7	4863H-3795	1876 - GE MONEY BANK	HOUSTON	79015	job 22578	29.35	-	-	-	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agree. 1521.61+546.92+482.11+269.75+80.68+54.49+38.51+29.35. Those invoices are credited out by invoice 12312013
310	7	4863H-3886	1876 - GE MONEY BANK	HOUSTON	12312013	credit	(1,521.61)	-	-	-	12/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3900	1000 - VALERO PARENT ACCOUNT	HOUSTON			2,827.93	2,827.93	-	-	2/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3831	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77587		23,122.98	23,122.98	-	-	1/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3819	1043 - VALERO RETAIL ADVERTISING	HOUSTON	77992		27,973.44	27,873.44	-	-	2/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3801	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78190		27,779.69	27,779.69	-	-	3/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3825	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78180		25,315.96	25,315.96	-	-	4/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
310	7	4863H- 3904	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78350		(1,471.96)		-	-	6/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Taxpayer's customer paid 831,160, but taxpayer billed customer 11010.64. This credit should not be allowed under cash method.
310	7	4863H- 3905	1043 - VALERO RETAIL ADVERTISING	HOUSTON	78544		24,736.53	24,736.53	-	-	6/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3645	1044 - CST BRANDS INC	HOUSTON	78753		12,345.96	12,345.96	-	-	7/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3740	1044 - CST BRANDS INC	HOUSTON	78753		12,342.86	12,342.86	-	-	7/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3623	1044 - CST BRANDS INC	HOUSTON	78946		25,166.73	25,166.73	-	-	7/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3828	1044 - CST BRANDS INC	HOUSTON	79140		20,500.29	20,500.29	-	-	8/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3630	1044 - CST BRANDS INC	HOUSTON	79316		21,930.64	21,930.64	-	-	9/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3639	1044 - CST BRANDS INC	HOUSTON	79494		19,370.86	19,370.86	-	-	10/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3640	1044 - CST BRANDS INC	HOUSTON	79709		16,451.48	16,451.48	-	-	11/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3641	1044 - CST BRANDS INC	HOUSTON	79493		15,186.55	15,186.55	-	-	12/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3905	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77489		5,133.89	5,133.89	-	-	2/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3877	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77699		4,659.56	4,659.56	-	-	3/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3640	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	77907		12,312.39	12,312.39	-	-	4/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3865	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78119		6,338.27	6,338.27	-	-	5/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3749	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	5302013		4,354.14	-	-	-	5/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed
310	7	4863H- 3956	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78368		6,302.39	6,302.39	-	-	7/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3862	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78558		6,578.70	6,578.70	-	-	7/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3873	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78736		5,476.87	5,476.87	-	-	8/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3867	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78930		6,295.74	6,295.74	-	-	9/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3864	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	79060		3,930.90	3,930.90	-	-	11/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3885	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	79155		3,624.02	3,624.02	-	-	11/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3872	1237 - CITI CARDS-PRIVATE LABEL	HOUSTON	78553		5,579.43	5,579.43	-	-	12/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3642	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77500		16,147.50	-	-	-	1/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Non-sales
310	7	4863H- 3902	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77215		1,719.20	-	-	-	2/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3879	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77593		4,367.15	4,367.15	-	-	2/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3517	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77597		845.94	845.94	-	-	2/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3619	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77547		740.00	-	-	-	2/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Customer service
310	7	4863H- 3904	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			(225.96)	-	-	-	2/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Original invoice is shipped out of state/ non-taxable sales. Therefore, it should not be scheduled
310	7	4863H- 3866	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77855		3,791.45	3,791.45	-	-	3/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3911	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77836		1,452.30	-	-	-	3/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3914	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77903		977.97	977.97	-	-	3/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3919	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77678		960.00	-	-	-	3/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Customer service
310	7	4863H- 3749	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78059		7,474.55	-	-	-	4/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3610	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78029		1,337.50	-	-	-	4/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3913	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78070		1,040.00	-	-	-	4/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Customer service
310	7	4863H- 3929	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78111		525.85	525.85	-	-	4/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3880	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78162		3,931.10	3,931.10	-	-	4/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3758	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78212		1,216.82	-	-	-	5/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3920	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78215		704.24	-	-	-	5/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3932	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78217		352.12	-	-	-	5/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3759	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	5232013		693.69	-	-	-	5/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3791	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78302		3,963.60	-	-	-	5/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3770	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78409		563.25	-	-	-	5/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3882	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78303		3,581.50	3,581.50	-	-	5/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3882	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78334		(525.50)	-	-	-	5/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Credit for sales tax charged in error on invoice 78066. Original invoice is shipped out of state. This is not a sale amount.
310	7	4863H- 3603	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			(174.19)	-	-	-	5/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-This is a deposit. Not a credit memo. Credit should not be allowed to reduce full invoice amount.
310	7	4863H- 3631	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78408		368.42	368.42	-	-	5/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3752	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			3,822.37	-	-	-	6/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Overpayment
310	7	4863H- 3839	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78518		2,842.40	2,842.40	-	-	6/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3916	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78506		800.00	-	-	-	6/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Customer service
310	7	4863H- 3870	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78693		5,524.00	-	-	-	7/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	4-Agreed. Valid certificate was provided
310	7	4863H- 3895	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78695		3,211.95	3,211.95	-	-	7/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3927	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78783		597.82	597.82	-	-	7/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3930	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78547		474.75	474.75	-	-	7/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3758	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78834		2,038.00	-	-	-	7/31/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3898	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	78890		2,995.35	2,995.35	-	-	8/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3958	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	79244		(10.44)	-	-	-	9/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Original invoice is shipped out of state/ non-taxable sales. Therefore, it should not be scheduled
310	7	4863H- 3891	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	79193		3,595.75	3,595.75	-	-	9/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3895	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	79150		3,191.04		-	-	9/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed. OOS
310	7	4863H- 3768	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	8192013		129.71	-	-	-	8/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Reverse entry
310	7	4863H- 3956	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			(129.71)	-	-	-	8/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Original invoice is shipped out of state/ non-taxable sales. Therefore, it should not be scheduled
310	7	4863H- 3959	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			(215.50)	-	-	-	9/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Original invoice is shipped out of state/ non-taxable sales. Therefore, it should not be scheduled
310	7	4863H- 3884	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	79299		3,405.75	3,405.75	-	-	10/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3948	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	79365		32.91	32.91	-	-	10/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3764	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	10172013		3,642.40	3,364.80	-	-	10/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Reduced. 3642.4-227.60 sales tax. Tax Collected Not Remitted
310	7	4863H- 3748	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			5,060.49	-	-	-	10/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Overpayment
310	7	4863H- 3750	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			4,191.69	-	-	-	10/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Overpayment
310	7	4863H- 3966	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	79424		(2,457.40)	-	-	-	10/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Original invoice is shipped out of state/ non-taxable sales. Therefore, it should not be scheduled
310	7	4863H- 3776	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	10282013		281.24	-	-	-	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Reverse entry
310	7	4863H- 3774	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	10282013		281.24	-	-	-	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Reverse entry

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
310	7	4863H-3850	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			(281.24)		-		10/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Sales tax was charged correctly in the original invoices. It has never been scheduled as an error/credit. As such, credit should not be allowed
310	7	4863H-3853	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	77875		3,585.85	3,585.85	-	-	11/8/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3903	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	79016		524.17	524.17	-		11/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3793	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	100082202		198.11	198.11	-	-	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Taxable sales
310	7	4863H-3844	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	79504		13,212.12	13,212.12	-		12/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3850	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON	79621		3,831.85	3,831.85	-	-	12/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3861	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			(284.38)	-	-	-	12/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-This is a deposit. Not a credit memo. Credit should not be allowed to reduce full invoice amount.
310	7	4863H-3865	1314 - AFC/POPEYES SUPPORT CEN	HOUSTON			(1,466.85)	-	-	-	12/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-This is a deposit. Not a credit memo. Credit should not be allowed to reduce full invoice amount.
310	7	4863H-3763	1315 - POPEYES SUPPORT CENTER	HOUSTON			74.30	-	-	-	1/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Overpayment
310	7	4863H-3843	1315 - POPEYES SUPPORT CENTER	HOUSTON	76955		30.90	30.90	-	-	5/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3800	1315 - POPEYES SUPPORT CENTER	HOUSTON	78549		18.73	18.73	-	-	7/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3793	1315 - POPEYES SUPPORT CENTER	HOUSTON	100082000		81.08	81.08	-	-	11/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Taxable sales
310	7	4863H-3853	1315 - POPEYES SUPPORT CENTER	HOUSTON	79505		18.39	18.39	-	-	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3861	1316 - POPEYES SUPPORT CENTER	HOUSTON	77110		21.53	21.53	-	-	2/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3761	1316 - POPEYES SUPPORT CENTER	HOUSTON	77364	job 20027	1,765.00	321.00	-	-	3/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Reduced. Some are TX sales, shipped to TX. TP was able to provide TX sales amount and I agreed with the support provided. Not all OOS
310	7	4863H-3767	1316 - POPEYES SUPPORT CENTER	HOUSTON	76976	job 20025A	1,235.00	309.00	-	-	3/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Reduced. Some are TX sales, shipped to TX. TP was able to provide TX sales amount and I agreed with the support provided. Not all OOS
310	7	4863H-3842	1316 - POPEYES SUPPORT CENTER	HOUSTON	77905		57.50	57.50	-	-	3/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3846	1316 - POPEYES SUPPORT CENTER	HOUSTON	77896		35.79	35.79	-	-	4/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3843	1316 - POPEYES SUPPORT CENTER	HOUSTON	76112		50.59	50.59	-	-	5/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3802	1316 - POPEYES SUPPORT CENTER	HOUSTON	78090		18.95	18.95	-	-	5/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3842	1316 - POPEYES SUPPORT CENTER	HOUSTON	78050		84.20	84.20	-	-	7/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3840	1316 - POPEYES SUPPORT CENTER	HOUSTON	78786		117.60	117.60	-	-	8/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3847	1316 - POPEYES SUPPORT CENTER	HOUSTON	79152		35.13	35.13	-	-	9/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3865	1316 - POPEYES SUPPORT CENTER	HOUSTON	72367		13.29	13.29	-	-	9/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3857	1330 - POPEYES SUPPORT CENTER	HOUSTON	7292013		(22.00)	-	-	-	7/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Bank fee. Therefore credit should not be allowed to reduce taxable sales
310	7	4863H-3771	1330 - POPEYES SUPPORT CENTER	HOUSTON			558.17	-	-	-	9/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed
310	7	4863H-3807	1370 - COCA COLA COMPANY	HOUSTON	77518		1,500.00	1,500.00	-	-	1/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3834	1370 - COCA COLA COMPANY	HOUSTON	1282013		313.00	313.00	-	-	1/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3788	1370 - COCA COLA COMPANY	HOUSTON	2112013		19.85	19.85	-	-	2/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3785	1370 - COCA COLA COMPANY	HOUSTON	4012013		162.85	162.85	-	-	4/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3797	1370 - COCA COLA COMPANY	HOUSTON	4012013		20.46	20.46	-	-	4/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3806	1370 - COCA COLA COMPANY	HOUSTON	76165		1,500.00	1,500.00	-	-	4/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3762	1370 - COCA COLA COMPANY	HOUSTON	4292013		210.54	210.54	-	-	4/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3780	1370 - COCA COLA COMPANY	HOUSTON	5012013		276.05	276.05	-	-	5/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3801	1370 - COCA COLA COMPANY	HOUSTON	5022013		18.58	18.58	-	-	5/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3784	1370 - COCA COLA COMPANY	HOUSTON	5032013		165.50	165.50	-	-	5/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3786	1370 - COCA COLA COMPANY	HOUSTON	5062013		151.10	151.10	-	-	5/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3767	1370 - COCA COLA COMPANY	HOUSTON	5072013		138.43	138.43	-	-	5/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3802	1370 - COCA COLA COMPANY	HOUSTON	5082013		15.66	15.66	-	-	5/8/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3909	1370 - COCA COLA COMPANY	HOUSTON	76795		1,500.00	1,500.00	-	-	7/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3910	1370 - COCA COLA COMPANY	HOUSTON	78995		1,500.00	1,500.00	-	-	8/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3897	1370 - COCA COLA COMPANY	HOUSTON	79672		3,000.00	3,000.00	-	-	12/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3744	1403 - MATTRESS FIRM INC	HOUSTON			9,877.07	-	-	-	2/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. Overpayment is credit back by 4863H-3907
310	7	4863H-3823	1403 - MATTRESS FIRM INC	HOUSTON	77566		26,769.60	26,769.60	-	-	2/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3838	1403 - MATTRESS FIRM INC	HOUSTON	77428		18,248.39	18,248.39	-	-	2/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3815	1403 - MATTRESS FIRM INC	HOUSTON	77653		30,157.10	30,157.10	-	-	3/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3830	1403 - MATTRESS FIRM INC	HOUSTON	78079		23,706.78	23,706.78	-	-	4/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3813	1403 - MATTRESS FIRM INC	HOUSTON	74346		30,683.54	30,683.54	-	-	4/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3907	1403 - MATTRESS FIRM INC	HOUSTON			(9,877.07)	-	-	-	4/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Sales tax was charged correctly in the original invoices. It has never been scheduled as an error/credit. As such, credit should not be allowed
310	7	4863H-3817	1403 - MATTRESS FIRM INC	HOUSTON	78538		28,656.51	28,656.51	-	-	6/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3747	1403 - MATTRESS FIRM INC	HOUSTON	78614		6,065.00	15,570.00	-	-	7/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-$6065 is the deposit for invoice 79090. The full invoice amount is $15570 = $12170 production + 3500 freight. It was paid in full on 11/4/2013. However, taxpayer did not report the sales tax to its return by mistake.
310	7	4863H-3811	1403 - MATTRESS FIRM INC	HOUSTON	78665		32,079.09	32,079.09	-	-	7/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3829	1403 - MATTRESS FIRM INC	HOUSTON	79127		24,143.57	24,143.57	-	-	9/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3824	1403 - MATTRESS FIRM INC	HOUSTON	78972		25,510.76	25,510.76	-	-	9/18/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3827	1403 - MATTRESS FIRM INC	HOUSTON	79275		25,114.87	25,114.87	-	-	11/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3834	1403 - MATTRESS FIRM INC	HOUSTON	79529		20,684.08	20,684.08	-	-	12/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3851	1404 - MATTRESS FIRM MCS	HOUSTON	77429		10,572.58	10,572.58	-	-	1/8/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3736	1404 - MATTRESS FIRM MCS	HOUSTON	77400		53,029.95	48,987.48	-	-	1/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Reduced. 48987.48=53029.95-4041.47 sales tax. Tax Collected Not Remitted
310	7	4863H-3852	1404 - MATTRESS FIRM MCS	HOUSTON	77567		10,048.94	10,048.94	-	-	2/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3857	1404 - MATTRESS FIRM MCS	HOUSTON	77854		8,824.76	8,824.76	-	-	3/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3833	1404 - MATTRESS FIRM MCS	HOUSTON	78349		21,359.63	21,359.63	-	-	4/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H-3963	1404 - MATTRESS FIRM MCS	HOUSTON	77348		(1,000.00)	-	-	-	4/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Per taxpayer, this credit is used to move 4 spinning wheels sold to MTF to Shell. Basically it is used to void unpaid invoice amount. As such, credit should not be allowed
310	7	4863H-3839	1404 - MATTRESS FIRM MCS	HOUSTON	78050		16,686.65	16,686.65	-	-	5/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
310	7	4863H- 3837	1404 - MATTRESS FIRM MCS	HOUSTON	78535		15,829.31	15,829.31	-	-	7/17/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3891	1404 - MATTRESS FIRM MCS	HOUSTON	78842		5,670.20	5,670.20	-	-	7/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3880	1404 - MATTRESS FIRM MCS	HOUSTON	78973		5,518.01	5,518.01	-	-	7/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3859	1404 - MATTRESS FIRM MCS	HOUSTON	79126		6,747.63	6,747.63	-	-	9/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3822	1404 - MATTRESS FIRM MCS	HOUSTON	79630		27,405.95	27,405.95	-	-	10/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3874	1610 - WTMVII CLEANING TECH CAN	HOUSTON	78792		5,349.00	-	-	-	7/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed OOS
310	7	4863H- 3873	1610 - WTMVII CLEANING TECH CAN	HOUSTON			5,349.00		-	-	7/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	6-Agreed Overpayment
310	7	4863H- 3826	1610 - WTMVII CLEANING TECH CAN	HOUSTON	78743		502.50	-	-		7/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed OOS
310	7	4863H- 3833	1610 - WTMVII CLEANING TECH CAN	HOUSTON	78794		343.75		-	-	7/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed OOS
310	7	4863H- 3867	1610 - WTMVII CLEANING TECH CAN	HOUSTON	79065		3,815.99	-	-	-	8/27/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed OOS
310	7	4863H- 3862	1610 - WTMVII CLEANING TECH CAN	HOUSTON	78759		6,562.56	-		-	12/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed OOS
310	7	4863H- 3139	1599 - JAMBA JUICE	HOUSTON	11252013		17,884.43	-	-	-	11/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. This is the deposit taxpayer received. Sales tax will be counted when full invoice got paid.
310	7	4863H- 3753	1599 - JAMBA JUICE	HOUSTON			3,855.50	-	-	-	12/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed. This is the deposit taxpayer received. Sales tax will be counted when full invoice got paid.
310	7	4863H- 3876	2019 - MURPHY USA MERCHANDISIN	HOUSTON	77586		5,102.74	5,102.74	-	-	1/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3893	2019 - MURPHY USA MERCHANDISIN	HOUSTON	77660		3,550.83	3,550.83	-	-	1/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3812	2019 - MURPHY USA MERCHANDISIN	HOUSTON	77655		32,000.00	32,000.00	-		2/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3806	2019 - MURPHY USA MERCHANDISIN	HOUSTON	77690		44,435.06	44,435.06	-	-	2/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3901	2019 - MURPHY USA MERCHANDISIN	HOUSTON	77691		2,813.56	2,813.86	-	-	2/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3807	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78098		41,146.21	41,146.21	-	-	3/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3902	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78099		2,355.27	2,355.27	-	-	3/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3809	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78250		33,756.68	33,756.68	-	-	4/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3869	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78251		6,005.22	6,005.22	-	-	4/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3808	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78542		34,305.03	34,305.03	-	-	5/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3856	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78543		9,162.42	9,162.42	-	-	5/13/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3738	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78751		50,572.68	50,572.68	-	-	5/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3854	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78752		9,455.96	9,455.96	-	-	6/24/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3810	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78545		32,686.00	32,686.00	-	-	7/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3853	2019 - MURPHY USA MERCHANDISIN	HOUSTON	78546		9,559.37	9,559.37	-	-	7/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3814	2019 - MURPHY USA MERCHANDISIN	HOUSTON	79137		30,441.36	30,441.36	-		8/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3849	2019 - MURPHY USA MERCHANDISIN	HOUSTON	79138		10,814.34	10,814.34	-	-	8/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3820	2019 - MURPHY USA MERCHANDISIN	HOUSTON	79374		27,634.13	27,634.13	-	-	9/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3847	2019 - MURPHY USA MERCHANDISIN	HOUSTON	79375		11,486.25	11,486.25	-	-	10/7/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3789	2019 - MURPHY USA MERCHANDISIN	HOUSTON			107.58	-	-	-	10/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Agreed.
310	7	4863H- 3815	2019 - MURPHY USA MERCHANDISIN	HOUSTON	79791		29,994.01	29,994.01	-		12/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3855	2019 - MURPHY USA MERCHANDISIN	HOUSTON	79792		9,258.50	9,258.50		-	12/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3818	2019 - MURPHY USA MERCHANDISIN	HOUSTON	79973		28,347.67	28,347.67		-	12/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3850	2019 - MURPHY USA MERCHANDISIN	HOUSTON	79974		10,700.67	10,700.67	-		12/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3790	2200 - FIREHOUSE SUBS	HOUSTON	11202013		104.68	104.68	-	-	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	5-Taxable sales
310	7	4863H- 3795	2200 - FIREHOUSE SUBS	HOUSTON	79793		18.97	18.97	-	-	11/26/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3923	2200 - FIREHOUSE SUBS	HOUSTON	79793		605.84	605.84	-	-	12/2/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3964	2200 - FIREHOUSE SUBS	HOUSTON	79975		15.05	15.05	-	-	12/20/2013	Y	HOUSTO	NONE	MTAHOU	NONE	2-Fulfillment services
310	7	4863H- 3767	53900 - GOLDEN PANTRY FOOD STO	HOUSTON			1,961.77	-	-	-	12/30/2013	Y	HOUSTO	NONE	MTAHOU	NONE	3-Agreed OOS
310	Subtotal						1,945,487.53	1,491,258.41	-	-							
400	8	4863H- 483	GRAPHIC SOLUTIONS GROUP INC	HOUSTON	43446/05-00	96 SQUEEGEE SHARPNER	11,384.23	11,384.23	-	-	3/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agree. It is not qualified as manufactory exemption.
400	Subtotal						11,384.23	11,384.23	-	-							
500	9	4863H- 4727	2020EXHIBITS	HOUSTON	45352	NOMADIC FLEXCOUNTERS	15,000.00	-	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4723	2020EXHIBITS	HOUSTON	56803	NOMADIC FLEXCOUNTERS	8,207.00	-	-	-	2/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4943	808 INC	HOUSTON	2145	COPYWRITING FOR POINTSMITH WESIT	250.00	-	-	-	10/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4814	ARMBRUSTER ENTERPRISES INC	SAN ANTONIO		IMPRINTED CELLULOID BUTTON W/ FU	584.96	-	-	-	8/23/2010	Y	SANANT	CMEDIN	NONE	NONE	Agreed
500	9	4863H- 4815	ARMBRUSTER ENTERPRISES INC	SAN ANTONIO		IMPRINTED V-BALL RT RETRACTABLE	502.64	-	-	-	8/31/2010	Y	SANANT	CMEDIN	NONE	NONE	Agreed
500	9	4863H- 4816	ARMBRUSTER ENTERPRISES INC	SAN ANTONIO		IMPRINTED 11 ROUND RED LATEX BAT 1,100"	216.51	-	-	-	10/19/2010	Y	SANANT	CMEDIN	NONE	NONE	Agreed
500	9	4863H- 4729	DURACO	OOS	5191111503	FINGERLIFT TISSUE TAPE	1,446.90	-	-	-	5/29/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4797	FASTENERS FOR RETAIL, INC	OOS	3403953	SUPER GRIP SIGN HOLDER AND HOOKS	1,203.60	-	-	-	5/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4920	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,229.60	-	-	-	10/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4921	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OPERAT	1,229.60	-	-	-	11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4922	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OPERAT	1,233.63	-	-	-	3/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4923	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OPERAT	1,218.68	-	-	-	4/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4924	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,216.68	-	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4925	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OPERAT	1,216.68	-	-	-	9/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4926	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,216.68	-	-	-	10/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4929	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,216.68	-	-	-	5/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4930	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,216.68	-	-	-	7/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4931	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,216.68	-	-	-	9/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4932	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,216.68	-	-	-	10/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4934	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,135.76	-	-	-	1/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4935	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,135.76	-	-	-	3/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4936	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	2,440.03	-	-	-	6/25/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4937	FERRA BISOMESS FORMS	HOUSTON		LASER FORM 14 BLANK W/ INTEGRAT',OFFICE	1,219.70	-	-	-	10/3/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4731	FERRA BUSINESS FORMS INC	HOUSTON		LASER FORM 14 BLANK W/INTEGRATE',OFFICE	1,219.70	-	-	-	8/1/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4732	HERMAN PACKAGING CO , INC	HOUSTON	33663	PO:-241210HSCDW 24X12X10	362.60	-	-	-	4/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4806	KOMAR ALLIANCE	OOS	24019856	BT-68 STAR NYLON WHITE 15 OZ	1,182.44	-	-	-	10/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4733	LOBUE'S RUBBER STAMP CO	HOUSTON	582385	SHINY PLAIN SELF INKER	918.75	-	-	-	5/16/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4817	PRINTABLE TECHNOLOGIES	OOS	29190	SINGLE SIGN -ON LICENSE ANNUAL M	11,970.00	11,970.00	-	-	12/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Didn't agree. Software license purchase is taxable
500	9	4863H- 4734	ULINE	OOS	53412482	10.5 X16 BUBBLE MAILER	1,295.00	-	-	-	9/9/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4735	ULINE	OOS	52113660	9.5 X 14.5 ULINE SS BBL MLR #4	254.00	-	-	-	7/8/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4736	ULINE	OOS	55627867	17X21" KRAFT STAY FLAT 50/CT	449.50	-	-	-	7/10/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4737	ULINE	OOS	52204339	8.5X12 ULINE SS BUBBLE MAILER #2	224.90	-	-	-	7/11/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4738	ULINE	OOS	51790802	9.5 X 14.5 ULINE SS BBL MLR #4	220.94	-	-	-	6/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4739	ULINE	OOS	51530951	ALCOHOL PREP PADS 200/BOX	366.60	-	-	-	6/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4740	ULINE	OOS	51535360	5X10 ULINE SS BUBBLE MLR #00	184.46	-	-	-	6/6/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4741	ULINE	OOS	51345584	10.5X16 ULINE SS BUBBLE MLR#5	587.15	-	-	-	5/28/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4742	ULINE	OOS	50245860	8.5X14.5 ULINE SS BBL MLR#3	166.15	-	-	-	4/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4743	ULINE	OOS	49893872	3.5X4.75X2 RIGID SETUP BX 50/CT	340.00	-	-	-	3/15/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
500	9	4863H- 4744	ULINE	OOS	49922285	ALCOHOL PREP PADS 200/BOX	69.79		-	-	3/19/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
600	3	4863H 4745	ULINE	OOS	43783062	6X10 ULINE SS PADDED MLR #5	224.50		-	-	3/12/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
600	3	4863H 4746	ULINE	OOS	44921204	8.5X14.5 ULINE SS B&L MLR #4	1,450.00	-	-		3/14/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
600	3	4863H 4748	ULINE	OOS	45757349	MLR#4 & MLR#0	266.32	-	-		1/21/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
600	3	4863H 4749	ULINE	OOS	46616162	17X21 KRAFT STAY FLAT 50/CT	641.50		-	-	1/23/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
600	3	4863H 4751	ULINE	OOS	44436018	6X4 MIL RECLOSABLE BAG 1M/CT	25.92	-		-	2/22/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
600	3	4863H 4752	ULINE	OOS	45033013	10.5X16.1/2 INF SS BUBBLE MLR#5	507.45	-	-	-	2/4/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
600	3	4863H 4753	ULINE	OOS	45239007	4X4 4MIL RECLOSABLE BAG 1M/CT	207.87	-	-	-	2/5/2013	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed
600	Subtotal						70,102.52	11,370.00	-								
600	3	4863H 999	UNKNOWN	HOUSTON	73307	CITI CARDS - BRIAN STERN	(55.10)	(55.10)	-	-	3/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. Reverse of 72326
600	3	4863H 1002	UNKNOWN	HOUSTON	70758	CITI CARDS - BRIAN STERN	7,000.00		-	-	10/20/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Per Rule 3.303 (d)
600	3	4863H 980	UNKNOWN	HOUSTON	69367	TAMARA BURKHOLDER PO # 47000	577.60		-	-	8/5/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 982	UNKNOWN	HOUSTON	69425	MARK THEOBALD P.O. 4700002610	513.25		-		8/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1008	UNKNOWN	HOUSTON	70335	CITI CARDS - BRIAN STERN	25,000.00	-	-		11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Per Rule 3.303 (d)
600	3	4863H 985	UNKNOWN	HOUSTON	69422	TAMARA BURKHOLDER PO # 47000	1,500.55	-	-	-	8/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 986	UNKNOWN	HOUSTON	69429	TAMARA BURKHOLDER PO # 47000	1,507.72	-	-	-	8/13/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	2	4863H 987	UNKNOWN	HOUSTON	69357	MARK THEOBALD P.O. 4700002610	1,958.90	-	-	-	9/6/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1019	UNKNOWN	HOUSTON	70606	CITI CARDS - BRIAN STERN	3,630.99	-	-	-	1/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Per Rule 3.303 (d)
600	3	4863H 989	UNKNOWN	HOUSTON	69703	MARK THEOBALD P.O. 4700002610	421.65	-		-	9/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 990	UNKNOWN	HOUSTON	69640	TAMARA BURKHOLDER PO # 47000	577.60	-	-	-	9/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 991	UNKNOWN	HOUSTON	69696	TAMARA BURKHOLDER PO # 47000	560.22	-	-	-	9/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 992	UNKNOWN	HOUSTON	69704	TAMARA BURKHOLDER PO # 47000	957.16		-	-	9/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1033	UNKNOWN	HOUSTON	71368	CITI CARDS - BRIAN STERN	1,690.00	-		-	3/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Per Rule 3.303 (d)
600	3	4863H 994	UNKNOWN	HOUSTON	69620	MARK THEOBALD P.O. 4700002610	1,959.85		-	-	9/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1043	UNKNOWN	HOUSTON	71464	CITI CARDS - BRIAN STERN	10,400.00	-		-	4/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Per Rule 3.303 (d)
600	3	4863H 996	UNKNOWN	HOUSTON	69965	TAMARA BURKHOLDER PO # 47000	325.10		-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 997	UNKNOWN	HOUSTON	69952	TAMARA BURKHOLDER PO # 47000	326.60		-	-	10/6/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1059	UNKNOWN	HOUSTON	72153	CITI CARDS - BRIAN STERN	10,400.00	-			6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agree. Per Rule 3.303 (d)
600	3	4863H 999	UNKNOWN	HOUSTON	69920	TAMARA BURKHOLDER PO # 47000	577.60	-	-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1000	UNKNOWN	HOUSTON	69964	MARK THEOBALD P.O. 4700002610	1,491.12	-	-	-	10/6/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1001	UNKNOWN	HOUSTON	69896	MARK THEOBALD P.O. 4700002610	1,859.65	-	-	-	10/8/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1085	UNKNOWN	HOUSTON	73074	CITI CARDS - BRIAN STERN	10,400.00	-		-	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed
600	3	4863H 1003	UNKNOWN	HOUSTON	70227	TAMARA BURKHOLDER PO # 47000	364.88	-	-	-	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1004	UNKNOWN	HOUSTON	70169	TAMARA BURKHOLDER PO # 47000	577.60	-	-	-	11/4/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1005	UNKNOWN	HOUSTON	70219	TAMARA BURKHOLDER PO # 47000	992.39	-	-	-	11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1006	UNKNOWN	HOUSTON	70226	MARK THEOBALD P.O. 4700002610	1,181.17	-	-		11/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1007	UNKNOWN	HOUSTON	70148	MARK THEOBALD P.O. 4700002610	1,959.65	-	-	-	11/4/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Shell Oil Product
600	3	4863H 1112	UNKNOWN	HOUSTON	72326	CITI CARDS - BRIAN STERN	55.10	55.10	-	-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
600	3	4863H 1010	UNKNOWN	HOUSTON	70436	TAMARA BURKHOLDER PO # 47000	620.43	-	-	-	10/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1011	UNKNOWN	HOUSTON	70393	TAMARA BURKHOLDER PO # 47000	685.90	-	-	-	12/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1012	UNKNOWN	HOUSTON	70441	TAMARA BURKHOLDER PO # 47000	914.66	-	-	-	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1013	UNKNOWN	HOUSTON	70371	MARK THEOBALD P.O. 4700002610	2,092.46	-	-	-	12/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1014	UNKNOWN	HOUSTON	70440	MARK THEOBALD P.O. 4700002610	3,167.72	-	-	-	12/16/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1015	UNKNOWN	HOUSTON	70650	TAMARA BURKHOLDER PO # 47000	724.85	-	-	-	1/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1016	UNKNOWN	HOUSTON	70660	TAMARA BURKHOLDER PO # 47000	840.59	-	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1017	UNKNOWN	HOUSTON	70606	TAMARA BURKHOLDER PO # 47000	1,869.25	-	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1018	UNKNOWN	HOUSTON	70627	MARK THEOBALD P.O. 4700002610	2,067.20	-	-	-	1/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1020	UNKNOWN	HOUSTON	70667	MARK THEOBALD P.O. 4700002610	4,134.37	-	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1024	UNKNOWN	HOUSTON	70996	ALISON EHNES SHELL CANADA L	310.80	-	-	-	2/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. Shipped to Shell Canada, OOS
600	3	4863H 1025	UNKNOWN	HOUSTON	70905	TAMARA BURKHOLDER PO # 47000	352.19	-	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1026	UNKNOWN	HOUSTON	70864	TAMARA BURKHOLDER PO # 47000	724.65	-	-		2/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1027	UNKNOWN	HOUSTON	70911	TAMARA BURKHOLDER PO # 47000	1,134.89	-	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1028	UNKNOWN	HOUSTON	70839	MARK THEOBALD P.O. 4700003355	2,047.25	-	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1029	UNKNOWN	HOUSTON	70810	MARK THEOBALD P.O. 4700003355	2,740.51	-	-	-	2/18/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
600	3	4863H 1030	UNKNOWN	HOUSTON	70822	ALISON EHNES SHELL CANADA L	19,760.59	-	-	-	2/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. Shipped to Shell Canada, OOS

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Claim #	Distribution #	WETS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
600	3	4863H-1031	UNKNOWN	HOUSTON	71142	TAMARA BURKHOLDER PO # 47000	601.80	-		-	3/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1032	UNKNOWN	HOUSTON	71119	TAMARA BURKHOLDER PO # 47000	694.45	-	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1034	UNKNOWN	HOUSTON	71365	MARK THEOBALD P O 4700003515	2,047.26	-	-		3/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1035	UNKNOWN	HOUSTON	71147	MARK THEOBALD P O 4700003488	3,119.26			-	3/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1037	UNKNOWN	HOUSTON	71322	TAMARA BURKHOLDER PO # 47000	313.64	-	-	-	4/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1038	UNKNOWN	HOUSTON	71330	MARK THEOBALD P O 4700003555	532.76	-	-	-	4/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1039	UNKNOWN	HOUSTON	71246	TAMARA BURKHOLDER PO # 47000	734.35	-	-	-	4/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1040	UNKNOWN	HOUSTON	71435	TAMARA BURKHOLDER PO # 47000	521.86	-	-	-	4/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1041	UNKNOWN	HOUSTON	71289	MARK THEOBALD P O 4700003555	674.95	-	-	-	4/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1042	UNKNOWN	HOUSTON	71351	TAMARA BURKHOLDER PO # 47000	502.26	-	-		4/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1043	UNKNOWN	HOUSTON	71574	MARK THEOBALD P O 4700003555	403.01	-	-	-	5/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1046	UNKNOWN	HOUSTON	71524	TAMARA BURKHOLDER PO # 47000	724.85	-	-	-	5/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1047	UNKNOWN	HOUSTON	71498	MARK THEOBALD P O 4700003555	674.95	-	-	-	5/9/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1048	UNKNOWN	HOUSTON	71575	TAMARA BURKHOLDER PO # 47000	1,153.50	-	-	-	5/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1049	UNKNOWN	HOUSTON	71567	TAMARA BURKHOLDER PO # 47000	1,379.62	-	-		5/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1050	UNKNOWN	HOUSTON	71567	MARK THEOBALD P O 4700003555	12.98	-	-	-	5/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1052	UNKNOWN	HOUSTON	71628	TAMARA BURKHOLDER PO # 47000	201.93	-	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1053	UNKNOWN	HOUSTON	71703	TAMARA BURKHOLDER PO # 47000	477.85	-	-	-	6/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1054	UNKNOWN	HOUSTON	71627	MARK THEOBALD P O 4700003555	502.36	-	-	-	6/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1055	UNKNOWN	HOUSTON	71819	TAMARA BURKHOLDER PO # 47000	571.49	-	-	-	6/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1056	UNKNOWN	HOUSTON	71756	MARK THEOBALD P O 4700003555	586.15	-	-	-	6/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1057	UNKNOWN	HOUSTON	71732	ALISON EHNES SHELL CANADA L	2,168.20	-	-	-	6/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed Shipped to Shell Canada, GOS
600	3	4863H-1058	UNKNOWN	HOUSTON	71302	ALISON EHNES SHELL CANADA L	9,798.86	-	-	-	6/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed Shipped to Shell Canada, GOS
600	3	4863H-1062	UNKNOWN	HOUSTON	72005	TAMARA BURKHOLDER PO # 47000	418.00	-	-	-	7/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1063	UNKNOWN	HOUSTON	71990	MARK THEOBALD P O 4700003555	491.65	-	-	-	7/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1064	UNKNOWN	HOUSTON	72051	TAMARA BURKHOLDER PO # 47000	762.67	-	-		7/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1065	UNKNOWN	HOUSTON	72043	TAMARA BURKHOLDER PO # 47000	796.73	-	-	-	7/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1066	UNKNOWN	HOUSTON	72050	MARK THEOBALD P O 4700003555	1,565.84	-	-	-	7/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1068	UNKNOWN	HOUSTON	72255	TAMARA BURKHOLDER PO # 47000	500.46	-	-	-	8/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1069	UNKNOWN	HOUSTON	72304	TAMARA BURKHOLDER PO # 47000	1,456.21	-	-	-	8/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1070	UNKNOWN	HOUSTON	72297	TAMARA BURKHOLDER PO # 47000	1,635.82	-	-	-	8/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1071	UNKNOWN	HOUSTON	72213	ALISON EHNES SHELL CANADA L	3,945.00	-	-	-	8/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed Shipped to Shell Canada, GOS
600	3	4863H-1072	UNKNOWN	HOUSTON	72499	TAMARA BURKHOLDER PO # 47000	447.49	-	-	-	9/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1073	UNKNOWN	HOUSTON	72209	MARK THEOBALD P O 4700003555	481.65	-	-	-	9/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1074	UNKNOWN	HOUSTON	72400	MARK THEOBALD P O 4700003555	461.65	-	-	-	9/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1075	UNKNOWN	HOUSTON	72503	MARK THEOBALD P O 4700003555	1,164.85	-	-	-	9/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1076	UNKNOWN	HOUSTON	72531	TAMARA BURKHOLDER PO # 47000	1,216.50	-	-	-	9/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1077	UNKNOWN	HOUSTON	72503	TAMARA BURKHOLDER PO # 47000	1,464.25	-	-	-	9/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1078	UNKNOWN	HOUSTON	72530	MARK THEOBALD P O 4700003555	1,475.43	-	-	-	9/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1079	UNKNOWN	HOUSTON	72500	ALISON EHNES SHELL CANADA L	2,923.06	-			9/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed Shipped to Shell Canada, GOS
600	3	4863H-1081	UNKNOWN	HOUSTON	72706	TAMARA BURKHOLDER PO # 47000	427.50	-	-	-	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1082	UNKNOWN	HOUSTON	72680	MARK THEOBALD P O 4700003555	556.70	-	-	-	10/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1085	UNKNOWN	HOUSTON	72782	TAMARA BURKHOLDER PO # 47000	1,073.86	-	-	-	11/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1086	UNKNOWN	HOUSTON	72786	TAMARA BURKHOLDER PO # 47000	1,126.70	-	-	-	11/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1087	UNKNOWN	HOUSTON	72797	MARK THEOBALD P O 4700003555	1,174.24	-	-	-	11/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1090	UNKNOWN	HOUSTON	73000	TAMARA BURKHOLDER PO # 47000	337.70	-	-	-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product
600	3	4863H-1091	UNKNOWN	HOUSTON	72976	TAMARA BURKHOLDER PO # 47000	355.77	-	-	-	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed TP has a resale certificate on file for Shell Oil Product

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
500	3	4863H-1090	UNKNOWN	HOUSTON	73173	TAMARA BURKHOLDER PO # 47000	409.45		-	-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1093	UNKNOWN	HOUSTON	72548	TAMARA BURKHOLDER PO # 47000	428.45		-	-	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1094	UNKNOWN	HOUSTON	72923	MARK THEOBALD P.O. 4700003355	457.90	-	-	-	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1095	UNKNOWN	HOUSTON	73145	MARK THEOBALD P.O. 4700003355	457.90	-	-	-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1096	UNKNOWN	HOUSTON	72992	TAMARA BURKHOLDER PO # 47000	472.50	-	-	-	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1097	UNKNOWN	HOUSTON	73180	TAMARA BURKHOLDER PO # 47000	534.59	-	-	-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1098	UNKNOWN	HOUSTON	73197	MARK THEOBALD P.O. 4700003355	740.22	-	-	-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1099	UNKNOWN	HOUSTON	72981	MARK THEOBALD P.O. 4700003355	748.03	-	-	-	12/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1100	UNKNOWN	HOUSTON	73456	MARK THEOBALD P.O. 4700003355	26.54	-	-	-	1/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1101	UNKNOWN	HOUSTON	73399	TAMARA BURKHOLDER PO # 47000	354.35	-	-	-	1/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1102	UNKNOWN	HOUSTON	73374	MARK THEOBALD P.O. 4700003355	457.90	-	-	-	1/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1103	UNKNOWN	HOUSTON	73427	MARK THEOBALD P.O. 4700003355	490.66	-	-	-	1/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1104	UNKNOWN	HOUSTON	73425	TAMARA BURKHOLDER PO # 47000	851.50	-	-	-	1/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1105	UNKNOWN	HOUSTON	73434	TAMARA BURKHOLDER PO # 47000	1,271.71	-	-	-	1/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1107	UNKNOWN	HOUSTON	73540	Shell Oil Product	325.85	-	-		2/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1108	UNKNOWN	HOUSTON	73595	Shell Oil Product	1,041.47	-	-	-	2/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-1109	UNKNOWN	HOUSTON	73571	Shell Oil Product	3,096.01	-	-	-	2/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. TP has a resale certificate on file for Shell Oil Product
500	3	4863H-980	UNKNOWN	HOUSTON	69446	CITI CARDS - BRIAN STERN	35.15	35.15	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-981	UNKNOWN	HOUSTON	69207	CITI CARDS - BRIAN STERN	35.15	35.15	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-984	UNKNOWN	HOUSTON	69419	RAED SALAH CITIGROUP	1,231.66	1,231.66	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-988	UNKNOWN	HOUSTON	69722	CITI CARDS - BRIAN STERN	55.10	55.10	-	-	9/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-990	UNKNOWN	HOUSTON	69177	RAED SALAH CITIGROUP	1,525.73	1,525.73	-	-	9/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-996	UNKNOWN	HOUSTON	69692	RAED SALAH CITIGROUP	499.74	499.74	-	-	10/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1009	UNKNOWN	HOUSTON	70244	CITI CARDS - BRIAN STERN	110.20	110.20	-	-	12/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1021	UNKNOWN	HOUSTON	70929	CITI CARDS - BRIAN STERN	35.15	35.15	-	-	1/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
500	3	4863H-1022	UNKNOWN	HOUSTON	70933	CITI CARDS - BRIAN STERN	(35.15)	(35.15)	-	-	1/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
500	3	4863H-1023	UNKNOWN	HOUSTON	70969	CITI CARDS - BRIAN STERN	35.15	35.15	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1036	UNKNOWN	HOUSTON	71151	CITI CARDS - BRIAN STERN	32.52	32.52	-	-	4/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1044	UNKNOWN	HOUSTON	71345	CITI CARDS - BRIAN STERN	24.70	24.70	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1051	UNKNOWN	HOUSTON	71522	CITI CARDS - BRIAN STERN	24.70	24.70	-	-	5/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1060	UNKNOWN	HOUSTON	72143	CITI CARDS - BRIAN STERN	15,357.86	15,357.86	-	-	6/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
500	3	4863H-1061	UNKNOWN	HOUSTON	72152	CITI CARDS - BRIAN STERN	(15,357.86)	(15,357.86)	-	-	6/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
500	3	4863H-1067	UNKNOWN	HOUSTON	72320	CITI CARDS - BRIAN STERN	23.75	23.75	-	-	8/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1080	UNKNOWN	HOUSTON	72547	CITI CARDS - BRIAN STERN	24.70	24.70	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1084	UNKNOWN	HOUSTON	72784	CITI CARDS - BRIAN STERN	39.90	39.90	-	-	11/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1088	UNKNOWN	HOUSTON	72997	CITI CARDS - BRIAN STERN	39.90	39.90	-	-	12/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1089	UNKNOWN	HOUSTON	73321	CITI CARDS - BRIAN STERN	39.90	39.90	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1106	UNKNOWN	HOUSTON	73449	CITI CARDS - BRIAN STERN	39.90	39.90	-	-	2/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1110	UNKNOWN	HOUSTON	73630		(6.29)	(6.29)	-	-	2/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales tax was charged correctly in the original invoices. It has never been scheduled as an error/credit. As such, credit should not be allowed.
500	3	4863H-1111	UNKNOWN	HOUSTON	73625	CITI CARDS - BRIAN STERN	39.90	39.90	-	-	3/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1113	UNKNOWN	HOUSTON	59963	CITI CARDS - BRIAN STERN	55.10	55.10	-	-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
500	3	4863H-1114	UNKNOWN	HOUSTON	75790	CITI CARDS - BRIAN STERN	64.51	64.51	-	-	6/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
500	Subtotal						366,702.05	3,909.57	-	-							
510	3	4863H-5146	AFC/POPEYES SUPPORT CENTER	HOUSTON	76145		7,790.16	-	-	-	6/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5157	AFC/POPEYES SUPPORT CENTER	HOUSTON	76336		9,450.19	-	-	-	7/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5196	AFC/POPEYES SUPPORT CENTER	HOUSTON	76875		4,136.53	648.40	-	-	10/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Reduced. Some of them are TX sales. TP provided detail shipping documentation. Amount Reduced to TX sales.
510	3	4863H-5211	AFC/POPEYES SUPPORT CENTER	HOUSTON	76786		3,328.96	-	-	-	9/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5257	AFC/POPEYES SUPPORT CENTER	HOUSTON	76326		565.60	12.06		-	7/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Amt reduced based on support provided
510	3	4863H-5275	AFC/POPEYES SUPPORT CENTER	HOUSTON	77481		420.00	420.00		-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Based on the support, it is not shipped out of state, but a set up fee for the print jobs, which is taxable
510	3	4863H-5325	AFC/POPEYES SUPPORT CENTER	HOUSTON	77071		65.30	-	-	-	11/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5326	AFC/POPEYES SUPPORT CENTER	HOUSTON	77298		62.50	-	-	-	12/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5041	CONSOLIDATED DISTRIBUTION CORP	HOUSTON	76462		59,904.00	-	-	-	8/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5043	CONSOLIDATED DISTRIBUTION CORP	HOUSTON	77077		26,809.00	-	-		11/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5044	CONSOLIDATED DISTRIBUTION CORP	HOUSTON	76904		9,500.00	-		-	10/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5130	MARK VII EQUIPMENT, INC	HOUSTON	75947		11,875.00	-	-	-	10/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5133	MARK VII EQUIPMENT, INC	HOUSTON	73350		10,300.50	-	-	-	7/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5136	MARK VII EQUIPMENT, INC	HOUSTON	72536	MARK VII EQUIPMENT, INC	9,876.30	-	-	-	11/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5139	MARK VII EQUIPMENT, INC	HOUSTON	72741	MARK VII EQUIPMENT, INC	8,960.10	-	-	-	8/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5142	MARK VII EQUIPMENT, INC	HOUSTON	71612	MARK VII EQUIPMENT, INC	8,401.00	-	-	-	6/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5147	MARK VII EQUIPMENT, INC	HOUSTON	73303	MARK VII EQUIPMENT, INC	7,626.76	-	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5155	MARK VII EQUIPMENT, INC	HOUSTON	75342	MARK VII EQUIPMENT, INC	6,705.25	-	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5156	MARK VII EQUIPMENT, INC	HOUSTON	76841		6,517.56	-	-	-	10/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5189	MARK VII EQUIPMENT, INC	HOUSTON	77251	MARK VII EQUIPMENT, INC	4,812.50	-	-	-	12/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5244	MARK VII EQUIPMENT, INC	HOUSTON	76351		1,527.36	-	-	-	7/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5254	MARK VII EQUIPMENT, INC	HOUSTON	77160		1,225.00	-	-	-	11/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS
510	3	4863H-5256	MARK VII EQUIPMENT, INC	HOUSTON	75385		1,062.50	-	-	-	4/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. OOS

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
510	3	4863H-5203	MARK VII EQUIPMENT INC	HOUSTON	73490	MARK VII EQUIPMENT INC	750.50	-	-		1/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed OOS
510	3	4863H-5272	MARK VII EQUIPMENT INC	HOUSTON	75618		560.00	-	-	-	9/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed OOS
510	3	4863H-5201	MARK VII EQUIPMENT INC	HOUSTON	72619	MARK VII EQUIPMENT INC	212.00	-	-	-	2/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed OOS
510	3	4863H-5207	MARK VII EQUIPMENT INC	HOUSTON	75617		155.25	-	-	-	9/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed OOS
510	3	4863H-5211	MARK VII EQUIPMENT, INC	HOUSTON	75618		125.00		-		9/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed OOS
510	3	4863H-5125	POPEYES SUPPORT CENTER	HOUSTON	75386		15,342.00	15,342.00	-	-	8/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
510	3	4863H-5240	POPEYES SUPPORT CENTER	HOUSTON	76158		1,765.00	1,765.00	-	-	12/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
510	3	4863H-5249	POPEYES SUPPORT CENTER	HOUSTON	76787		1,420.00		-	-	12/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed OOS
510	3	4863H-5297	R.S. ENTERPRISES	HOUSTON	71755	R.S. ENTERPRISES	320.00	320.00	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agree: Provider leased computer screen to customer in TX that is subject to TX sales tax.
510	3	4863H-5145	AFC/POPEYES SUPPORT CENTER	HOUSTON	77200		7,789.80	7,789.80	-	-	11/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5273	AFC/POPEYES SUPPORT CENTER	HOUSTON	77207		474.44	474.44	-	-	11/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5326	ESTELLE WEST - OUTWEST PROMO	HOUSTON	71063	ESTELLE WEST - OUTWEST PROMOTI	67.44	67.44	-	-	2/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
510	3	4863H-5119	HEIDI MASSEY BONG	HOUSTON	71560	HEIDI MASSEY-BONG	18,000.44		-	-	5/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5174	HEIDI MASSEY-BONG	HOUSTON	71207	HEIDI MASSEY-BONG	15,811.00	-	-	-	3/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5129	HEIDI MASSEY-BONG	HOUSTON	71210	HEIDI MASSEY-BONG	14,104.75		-	-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5192	HEIDI MASSEY-BONG	HOUSTON	71813	HEIDI MASSEY-BONG	4,702.11	-	-	-	5/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5295	HEIDI MASSEY-BONG	HOUSTON	72700	HEIDI MASSEY-BONG	206.87		-	-	1/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5312	HEIDI MASSEY-BONG	HOUSTON	71275	HEIDI MASSEY-BONG	117.80	-	-	-	5/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5327	HEIDI MASSEY-BONG	HOUSTON	71586	HEIDI MASSEY-BONG	38.85	-	-	-	5/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	2	4863H-5302	HEIDI MASSEY-BONG	HOUSTON	72073	HEIDI MASSEY-BONG	41.23	-	-	-	8/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5043	HEIDI MASSEY-BONG	HOUSTON	72578	HEIDI MASSEY-BONG	17,757.94	-	-	-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5045	HEIDI MASSEY-BONG	HOUSTON	72433	HEIDI MASSEY-BONG	9,150.22	-		-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5047	HEIDI MASSEY-BONG	HOUSTON	72434	HEIDI MASSEY-BONG	4,702.11	-	-	-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5048	HEIDI MASSEY-BONG	HOUSTON	72431	HEIDI MASSEY-BONG	3,656.41	-	-	-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5051	HEIDI MASSEY-BONG	HOUSTON	72432	HEIDI MASSEY-BONG	58.90	-	-	-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Sales to Shell and certificate on file
510	3	4863H-5130	MATTRESS FIRM MCS	HOUSTON	76060		5,116.96	5,116.96	-	-	7/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5382	VALERO RETAIL ADVERTISING	HOUSTON	70146	RICK GARCIA - VALERO RETAIL ADV	34,450.22	-	-	-	11/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. Tax was charged on invoice 70336 and remitted in Nov 2010 return
510	3	4863H-5384	VALERO RETAIL ADVERTISING	HOUSTON	75663	BONELESS BUFFALO WING LABELS - VAL2049	695.00	695.00	-	-	4/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Not Agreed. Exemption certificate is from Valero Retail Holdings, Inc. not Valero Retail Advertising
510	3	4863H-5154	AFC/POPEYES SUPPORT CENTER	HOUSTON	77269		6,779.65	6,779.65	-	-	12/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5205	AFC/POPEYES SUPPORT CENTER	HOUSTON	73513		3,749.65	3,749.65	-	-	2/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5209	AFC/POPEYES SUPPORT CENTER	HOUSTON	73369	AFC/POPEYES SUPPORT CENTER	3,544.45	3,544.45	-	-	1/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5212	AFC/POPEYES SUPPORT CENTER	HOUSTON	75827		3,301.25	3,301.25	-	-	6/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5215	AFC/POPEYES SUPPORT CENTER	HOUSTON	70013	AFC/POPEYES SUPPORT CENTER	3,109.35	3,109.35	-	-	10/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5217	AFC/POPEYES SUPPORT CENTER	HOUSTON	70560	AFC/POPEYES SUPPORT CENTER	2,803.45	2,803.45	-	-	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5220	AFC/POPEYES SUPPORT CENTER	HOUSTON	70827	AFC/POPEYES SUPPORT CENTER	2,704.65	2,704.65	-	-	1/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5221	AFC/POPEYES SUPPORT CENTER	HOUSTON	70605	AFC/POPEYES SUPPORT CENTER	2,636.25	2,636.25	-	-	12/21/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5222	AFC/POPEYES SUPPORT CENTER	HOUSTON	71045	AFC/POPEYES SUPPORT CENTER	2,602.05	2,602.05	-	-	2/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5223	AFC/POPEYES SUPPORT CENTER	HOUSTON	72668	AFC/POPEYES SUPPORT CENTER	2,567.65	2,567.65	-	-	10/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5224	AFC/POPEYES SUPPORT CENTER	HOUSTON	70142	AFC/POPEYES SUPPORT CENTER	2,564.05	2,564.05	-	-	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5225	AFC/POPEYES SUPPORT CENTER	HOUSTON	71265	AFC/POPEYES SUPPORT CENTER	2,359.80	2,359.80	-	-	3/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5228	AFC/POPEYES SUPPORT CENTER	HOUSTON	73452	AFC/POPEYES SUPPORT CENTER	2,227.86	2,227.86	-	-	1/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5230	AFC/POPEYES SUPPORT CENTER	HOUSTON	72481	AFC/POPEYES SUPPORT CENTER	2,164.10	2,164.10	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5231	AFC/POPEYES SUPPORT CENTER	HOUSTON	72226	AFC/POPEYES SUPPORT CENTER	2,161.25	2,161.25	-	-	7/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5232	AFC/POPEYES SUPPORT CENTER	HOUSTON	71492	AFC/POPEYES SUPPORT CENTER	2,147.00	2,147.00	-	-	4/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5234	AFC/POPEYES SUPPORT CENTER	HOUSTON	69664	AFC/POPEYES SUPPORT CENTER	2,046.30	2,046.30	-	-	8/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5237	AFC/POPEYES SUPPORT CENTER	HOUSTON	72009	AFC/POPEYES SUPPORT CENTER	1,898.10	1,898.10	-	-	6/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5238	AFC/POPEYES SUPPORT CENTER	HOUSTON	73567		1,867.06	1,867.06	-	-	3/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5242	AFC/POPEYES SUPPORT CENTER	HOUSTON	77482		1,713.81	1,713.81	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5243	AFC/POPEYES SUPPORT CENTER	HOUSTON	72995	AFC/POPEYES SUPPORT CENTER	1,484.14	1,484.14	-	-	11/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5247	AFC/POPEYES SUPPORT CENTER	HOUSTON	73229	AFC/POPEYES SUPPORT CENTER	1,469.35	1,469.35	-	-	12/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5248	AFC/POPEYES SUPPORT CENTER	HOUSTON	72322	AFC/POPEYES SUPPORT CENTER	1,443.75	1,443.75	-	-	7/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5250	AFC/POPEYES SUPPORT CENTER	HOUSTON	72780	AFC/POPEYES SUPPORT CENTER	1,329.58	1,329.58	-	-	10/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5253	AFC/POPEYES SUPPORT CENTER	HOUSTON	70549	AFC/POPEYES SUPPORT CENTER	1,231.18	1,231.18	-	-	8/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5255	AFC/POPEYES SUPPORT CENTER	HOUSTON	75781		1,159.44	1,159.44	-	-	5/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5257	AFC/POPEYES SUPPORT CENTER	HOUSTON	76004		937.66	937.66	-	-	6/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5261	AFC/POPEYES SUPPORT CENTER	HOUSTON	75543		617.48	617.48	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5268	AFC/POPEYES SUPPORT CENTER	HOUSTON	72074	AFC/POPEYES SUPPORT CENTER	656.34	656.34	-	-	7/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5269	AFC/POPEYES SUPPORT CENTER	HOUSTON	77109		619.70	619.70	-	-	11/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5271	AFC/POPEYES SUPPORT CENTER	HOUSTON	75275		515.51	515.51	-	-	7/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5284	AFC/POPEYES SUPPORT CENTER	HOUSTON	76716		355.12	355.12	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5286	AFC/POPEYES SUPPORT CENTER	HOUSTON	75492		327.65	327.65	-	-	8/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5288	AFC/POPEYES SUPPORT CENTER	HOUSTON	76935		285.46	285.46	-	-	10/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5290	AFC/POPEYES SUPPORT CENTER	HOUSTON	75175		225.66	225.66	-	-	1/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5320	AFC/POPEYES SUPPORT CENTER	HOUSTON	71471	AFC/POPEYES SUPPORT CENTER	73.07	73.07	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
510	3	4863H-5331	AFC/POPEYES SUPPORT CENTER	HOUSTON	77267		46.23	46.23	-	-	12/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5340	AFC/POPEYES SUPPORT CENTER	HOUSTON	75356		6.82	6.82	-	-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
510	3	4863H-5303	C SAW MARKETING GROUP INC	HOUSTON	72550	C SAW MARKETING GROUP INC	146.86	146.86	-	-	11/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5336	C SAW MARKETING GROUP INC	HOUSTON	72702	C SAW MARKETING GROUP, INC	16.65	16.65	-	-	12/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5114	CITI CARDS-PRIVATE LABEL	HOUSTON	69955	JEFF HOGAN CITI CARDS-PRIVATE L	22,055.49	22,055.49	-	-	11/9/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5123	CITI CARDS-PRIVATE LABEL	HOUSTON	70432	JEFF HOGAN CITI CARDS-PRIVATE L	15,869.05	15,869.05	-	-	1/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5128	CITI CARDS-PRIVATE LABEL	HOUSTON	70214	JEFF HOGAN CITI CARDS-PRIVATE L	13,396.89	13,396.89	-	-	12/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5132	CITI CARDS-PRIVATE LABEL	HOUSTON	69176	JEFF HOGAN CITI CARDS-PRIVATE L	10,955.47	10,955.47	-	-	9/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5134	CITI CARDS-PRIVATE LABEL	HOUSTON	69417	JEFF HOGAN CITI CARDS-PRIVATE L	10,292.06	10,292.06	-	-	9/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5150	CITI CARDS-PRIVATE LABEL	HOUSTON	72974	JEFF HOGAN CITI CARDS-PRIVATE L	7,293.61	7,293.61	-	-	12/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5151	CITI CARDS-PRIVATE LABEL	HOUSTON	69697	JEFF HOGAN CITI CARDS-PRIVATE L	7,240.71	7,240.71	-	-	10/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5159	CITI CARDS-PRIVATE LABEL	HOUSTON	75701		6,372.79	6,372.79	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5161	CITI CARDS-PRIVATE LABEL	HOUSTON	71814	JEFF HOGAN CITI CARDS-PRIVATE L	6,207.69	6,207.69	-	-	7/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5164	CITI CARDS-PRIVATE LABEL	HOUSTON	71131	JEFF HOGAN CITI CARDS-PRIVATE L	6,132.34	6,132.34	-	-	4/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5165	CITI CARDS-PRIVATE LABEL	HOUSTON	76911		6,124.10	6,124.10	-	-	11/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5167	CITI CARDS-PRIVATE LABEL	HOUSTON	77086		6,072.96	6,072.96	-	-	12/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5168	CITI CARDS-PRIVATE LABEL	HOUSTON	72750	JEFF HOGAN CITI CARDS-PRIVATE L	5,986.33	5,986.33	-	-	11/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5171	CITI CARDS-PRIVATE LABEL	HOUSTON	76247		5,775.90	5,775.90	-	-	8/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5176	CITI CARDS-PRIVATE LABEL	HOUSTON	71963	JEFF HOGAN CITI CARDS-PRIVATE L	5,376.34	5,376.34	-	-	6/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5177	CITI CARDS-PRIVATE LABEL	HOUSTON	75512		5,374.75	5,374.75	-	-	5/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
510	3	4863H-5184	CITI CARDS-PRIVATE LABEL	HOUSTON	76724		4,954.61	4,954.61	-	-	10/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
610	3	4863H-5187	CITI CARDS-PRIVATE LABEL	HOUSTON	71310	JEFF HOGAN CITI CARDS-PRIVATE L	4,897.46	4,897.46	-	-	5/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5188	CITI CARDS-PRIVATE LABEL	HOUSTON	73193	JEFF HOGAN CITI CARDS-PRIVATE L	4,946.68	4,946.68	-	-	6/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5189	CITI CARDS-PRIVATE LABEL	HOUSTON	73939	JEFF HOGAN CITI CARDS-PRIVATE L	4,752.45	4,752.45	-	-	8/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5191	CITI CARDS-PRIVATE LABEL	HOUSTON	75563		4,749.37	4,749.37	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5194	CITI CARDS-PRIVATE LABEL	HOUSTON	71432	JEFF HOGAN CITI CARDS-PRIVATE L	4,482.20	4,482.20	-	-	2/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5195	CITI CARDS-PRIVATE LABEL	HOUSTON	72293	JEFF HOGAN CITI CARDS-PRIVATE L	4,501.27	4,501.27	-	-	9/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5196	CITI CARDS-PRIVATE LABEL	HOUSTON	73518	JEFF HOGAN CITI CARDS-PRIVATE L	4,000.88	4,000.88	-	-	10/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5204	CITI CARDS-PRIVATE LABEL	HOUSTON	75974		3,757.15	3,757.15	-	-	7/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5209	CITI CARDS-PRIVATE LABEL	HOUSTON	75464		3,589.30	3,589.30	-	-	9/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5210	CITI CARDS-PRIVATE LABEL	HOUSTON	70586	JEFF HOGAN CITI CARDS-PRIVATE L	3,233.53	3,233.53	-	-	2/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5226	CITI CARDS-PRIVATE LABEL	HOUSTON	70901	JEFF HOGAN CITI CARDS-PRIVATE L	2,245.71	2,245.71	-	-	4/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5246	CITI CARDS-PRIVATE LABEL	HOUSTON	71614	JEFF HOGAN CITI CARDS-PRIVATE L	6,207.86	-	-	-	7/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Agreed. Duplicated with Record 4863H-5151
610	3	4863H-5248	CITI CARDS-PRIVATE LABEL	HOUSTON	73692		90.00	90.00	-	-	4/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5249	COCA COLA COMPANY	HOUSTON	76975		1,500.00	1,500.00	-	-	10/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5259	COCA COLA COMPANY	HOUSTON	72480	MELISSA CAMACHO COCA COLA	228.00	228.00	-	-	8/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5262	COCA COLA COMPANY	HOUSTON	72607	MELISSA CAMACHO COCA COLA	212.00	212.00	-	-	8/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5263	COCA COLA COMPANY	HOUSTON	72327	MELISSA CAMACHO COCA COLA	212.00	212.00	-	-	8/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5296	COCA COLA COMPANY	HOUSTON	71264	MELISSA CAMACHO COCA COLA	176.00	176.00	-	-	5/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5297	COCA COLA COMPANY	HOUSTON	71344	ANDRE DEBUSSEY COCA COLA COMPA	176.00	176.00	-	-	5/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5298	COCA COLA COMPANY	HOUSTON	71492	MELISSA CAMACHO COCA COLA	176.00	176.00	-	-	5/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5299	COCA COLA COMPANY	HOUSTON	71793	MELISSA CAMACHO COCA COLA	176.00	176.00	-	-	6/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5300	COCA COLA COMPANY	HOUSTON	73514		177.00	177.00	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5301	COCA COLA COMPANY	HOUSTON	70003	MELISSA CAMACHO COCA COLA	173.13	173.13	-	-	11/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5303	COCA COLA COMPANY	HOUSTON	68893	ANDRE DEBUSSEY COCA COLA COMPA	155.00	155.00	-	-	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5304	COCA COLA COMPANY	HOUSTON	70604	ANDRE DEBUSSEY COCA COLA COMPA	152.00	152.00	-	-	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5305	COCA COLA COMPANY	HOUSTON	71826	ANDRE DEBUSSEY COCA COLA COMPA	152.00	152.00	-	-	4/13/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5306	COCA COLA COMPANY	HOUSTON	70362	ANDRE DEBUSSEY COCA COLA COMPA	147.00	147.00	-	-	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5307	COCA COLA COMPANY	HOUSTON	70143	ANDRE DEBUSSEY COCA COLA COMPA	147.00	147.00	-	-	12/18/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5310	COCA COLA COMPANY	HOUSTON	69366	ANDRE DEBUSSEY COCA COLA COMPA	126.68	126.68	-	-	8/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5313	COCA COLA COMPANY	HOUSTON	73230	MELISSA CAMACHO COCA COLA	102.77	102.77	-	-	1/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5314	COCA COLA COMPANY	HOUSTON	73179	MELISSA CAMACHO COCA COLA	94.00	94.00	-	-	12/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5315	COCA COLA COMPANY	HOUSTON	72788	MELISSA CAMACHO COCA COLA	86.36	86.36	-	-	1/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5316	COCA COLA COMPANY	HOUSTON	69365	ANDRE DEBUSSEY COCA COLA COMPA	78.00	78.00	-	-	8/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5317	COCA COLA COMPANY	HOUSTON	69605	ANDRE DEBUSSEY COCA COLA COMPA	78.00	78.00	-	-	9/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5318	COCA COLA COMPANY	HOUSTON	69106	ANDRE DEBUSSEY COCA COLA COMPA	78.00	78.00	-	-	9/14/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5319	COCA COLA COMPANY	HOUSTON	68825	ANDRE DEBUSSEY COCA COLA COMPA	78.00	78.00	-	-	9/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5321	COCA COLA COMPANY	HOUSTON	72569	MELISSA CAMACHO COCA COLA	73.00	73.00	-	-	11/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5322	COCA COLA COMPANY	HOUSTON	73070	MELISSA CAMACHO COCA COLA	73.00	73.00	-	-	3/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5149	CREATIVE LINK INC	HOUSTON	69756	CREATIVE LINK INC	7,450.30	7,450.30	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5243	DUMMY ACCOUNT	HOUSTON	71643	POSTERS DUMMY ACCOUNT	1,535.00	1,535.00	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5285	DUMMY ACCOUNT	HOUSTON	76746		353.80	353.80	-	-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5050	ESTELLE WEST OUTWEST PROMO	HOUSTON	70314	ESTELLE WEST OUTWEST PROMOTI	86.77	86.77	-	-	3/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5085	MATTRESS FIRM INC	HOUSTON	77128		32,584.50	32,584.50	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5087	MATTRESS FIRM INC	HOUSTON	76499		31,561.68	31,561.68	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5090	MATTRESS FIRM INC	HOUSTON	76079		30,151.51	30,151.51	-	-	7/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5113	MATTRESS FIRM INC	HOUSTON	76049		21,376.71	21,376.71	-	-	10/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5115	MATTRESS FIRM INC	HOUSTON	77205		19,617.53	19,617.53	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5117	MATTRESS FIRM INC	HOUSTON	76718		19,283.67	19,283.67	-	-	10/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5123	MATTRESS FIRM INC	HOUSTON	75648		13,410.24	13,410.24	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5125	MATTRESS FIRM INC	HOUSTON	75641		13,206.69	13,206.69	-	-	3/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5131	MATTRESS FIRM INC	HOUSTON	75796		11,603.52	11,603.52	-	-	5/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5136	MATTRESS FIRM INC	HOUSTON	76009		9,795.20	9,795.20	-	-	6/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5282	MATTRESS FIRM INC	HOUSTON	73455	MATTRESS FIRM INC	1,313.69	1,313.69	-	-	2/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5118	MATTRESS FIRM MCS	HOUSTON	75549		18,302.48	18,302.48	-	-	5/15/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5121	MATTRESS FIRM MCS	HOUSTON	77129		16,247.30	16,247.30	-	-	11/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5122	MATTRESS FIRM MCS	HOUSTON	75797		16,137.57	16,137.57	-	-	6/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5135	MATTRESS FIRM MCS	HOUSTON	76006		9,826.52	9,826.52	-	-	6/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5137	MATTRESS FIRM MCS	HOUSTON	77286		9,660.40	9,660.40	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5141	MATTRESS FIRM MCS	HOUSTON	76719		8,552.05	8,552.05	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5163	MATTRESS FIRM MCS	HOUSTON	76496		6,148.94	6,148.94	-	-	8/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5170	MATTRESS FIRM MCS	HOUSTON	75830		5,563.94	5,563.94	-	-	10/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5214	MATTRESS FIRM MCS	HOUSTON	73552		3,129.32	3,129.32	-	-	2/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5230	MATTRESS FIRM MCS	HOUSTON	73456	MATTRESS FIRM MCS	1,953.26	1,953.26	-	-	2/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5140	MURPHY USA MERCHANDISING	HOUSTON	72776	MURPHY USA MERCHANDISING	8,810.71	8,810.71	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5143	MURPHY USA MERCHANDISING	HOUSTON	77471		7,923.21	7,923.21	-	-	12/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5144	MURPHY USA MERCHANDISING	HOUSTON	75704		7,827.69	7,827.69	-	-	8/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5148	MURPHY USA MERCHANDISING	HOUSTON	72306	MURPHY USA MERCHANDISING	7,519.57	7,519.57	-	-	7/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5152	MURPHY USA MERCHANDISING	HOUSTON	75777		7,227.68	7,227.68	-	-	5/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5153	MURPHY USA MERCHANDISING	HOUSTON	76925		6,840.94	6,840.94	-	-	9/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5158	MURPHY USA MERCHANDISING	HOUSTON	72106	MURPHY USA MERCHANDISING	6,414.31	6,414.31	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5160	MURPHY USA MERCHANDISING	HOUSTON	71430	MURPHY USA MERCHANDISING	6,201.10	6,201.10	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5167	MURPHY USA MERCHANDISING	HOUSTON	73456	MURPHY USA MERCHANDISING	6,182.21	6,182.21	-	-	12/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5168	MURPHY USA MERCHANDISING	HOUSTON	72503	MURPHY USA MERCHANDISING	6,064.13	6,064.13	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5169	MURPHY USA MERCHANDISING	HOUSTON	76202		5,963.96	5,963.96	-	-	5/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5170	MURPHY USA MERCHANDISING	HOUSTON	75315		5,781.39	5,781.39	-	-	2/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5172	MURPHY USA MERCHANDISING	HOUSTON	70229	MURPHY USA MERCHANDISING	5,566.11	5,566.11	-	-	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5174	MURPHY USA MERCHANDISING	HOUSTON	72053	MURPHY USA MERCHANDISING	5,536.66	5,536.66	-	-	6/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5175	MURPHY USA MERCHANDISING	HOUSTON	77098		5,449.09	5,449.09	-	-	10/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5176	MURPHY USA MERCHANDISING	HOUSTON	77275		5,236.45	5,236.45	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5178	MURPHY USA MERCHANDISING	HOUSTON	75526		5,149.03	5,149.03	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5181	MURPHY USA MERCHANDISING	HOUSTON	71144	MURPHY USA MERCHANDISING	5,083.90	5,083.90	-	-	3/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5182	MURPHY USA MERCHANDISING	HOUSTON	69667	MURPHY USA MERCHANDISING	5,015.66	5,015.66	-	-	8/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5183	MURPHY USA MERCHANDISING	HOUSTON	75475		4,982.79	4,982.79	-	-	9/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5185	MURPHY USA MERCHANDISING	HOUSTON	71333	MURPHY USA MERCHANDISING	4,909.97	4,909.97	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5186	MURPHY USA MERCHANDISING	HOUSTON	69431	MURPHY USA MERCHANDISING	4,900.17	4,900.17	-	-	9/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5193	MURPHY USA MERCHANDISING	HOUSTON	72984	MURPHY USA MERCHANDISING	4,571.46	4,571.46	-	-	10/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5196	MURPHY USA MERCHANDISING	HOUSTON	69706	MURPHY USA MERCHANDISING	4,264.53	4,264.53	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5197	MURPHY USA MERCHANDISING	HOUSTON	70413	MURPHY USA MERCHANDISING	4,207.01	4,207.01	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5201	MURPHY USA MERCHANDISING	HOUSTON	71580	MURPHY USA MERCHANDISING	3,937.63	3,937.63	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5202	MURPHY USA MERCHANDISING	HOUSTON	75958		3,932.40	3,932.40	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment

Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
610	3	4863H-5207	MURPHY USA MERCHANDISING	HOUSTON	73573		3,609.15	3,609.15	-		1/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5210	MURPHY USA MERCHANDISING	HOUSTON	70443	MURPHY USA MERCHANDISING	3,521.05	3,521.05	-		11/22/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5218	MURPHY USA MERCHANDISING	HOUSTON	70670	MURPHY USA MERCHANDISING	3,034.72	3,034.72	-		12/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5052	MURPHY USA MERCHANDISING	HOUSTON	72592	MURPHY USA MERCHANDISING	54,624.79	54,624.79	-	-	7/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5053	MURPHY USA MERCHANDISING	HOUSTON	69433	MURPHY USA MERCHANDISING	50,758.84	50,758.84	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5054	MURPHY USA MERCHANDISING	HOUSTON	72769	MURPHY USA MERCHANDISING	56,569.42	56,569.42	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5055	MURPHY USA MERCHANDISING	HOUSTON	69662	MURPHY USA MERCHANDISING	50,701.86	50,701.86	-	-	9/24/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5056	MURPHY USA MERCHANDISING	HOUSTON	75627		50,596.26	50,596.26	-		4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5057	MURPHY USA MERCHANDISING	HOUSTON	71579	MURPHY USA MERCHANDISING	48,989.71	48,989.71	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5058	MURPHY USA MERCHANDISING	HOUSTON	71143	MURPHY USA MERCHANDISING	47,135.98	47,135.98	-	-	3/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5059	MURPHY USA MERCHANDISING	HOUSTON	75515		46,316.36	46,316.36	-	-	2/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5060	MURPHY USA MERCHANDISING	HOUSTON	71628	MURPHY USA MERCHANDISING	45,624.64	45,624.64	-	-	5/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5061	MURPHY USA MERCHANDISING	HOUSTON	73435	MURPHY USA MERCHANDISING	45,363.28	45,363.28	-	-	12/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5062	MURPHY USA MERCHANDISING	HOUSTON	75924		45,044.43	45,044.43	-	-	9/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5063	MURPHY USA MERCHANDISING	HOUSTON	70228	MURPHY USA MERCHANDISING	44,863.05	44,863.05	-	-	10/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5064	MURPHY USA MERCHANDISING	HOUSTON	72963	MURPHY USA MERCHANDISING	44,368.33	44,368.33	-	-	10/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5065	MURPHY USA MERCHANDISING	HOUSTON	77097		44,216.15	44,216.15	-	-	10/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5066	MURPHY USA MERCHANDISING	HOUSTON	72532	MURPHY USA MERCHANDISING	44,051.39	44,051.39	-	-	6/22/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5067	MURPHY USA MERCHANDISING	HOUSTON	71332	MURPHY USA MERCHANDISING	44,035.36	44,035.36	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5068	MURPHY USA MERCHANDISING	HOUSTON	75892		43,947.31	43,947.31	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5069	MURPHY USA MERCHANDISING	HOUSTON	75776		43,696.59	43,695.59	-	-	5/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5070	MURPHY USA MERCHANDISING	HOUSTON	72052	MURPHY USA MERCHANDISING	43,127.99	43,127.99	-	-	5/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5071	MURPHY USA MERCHANDISING	HOUSTON	69705	MURPHY USA MERCHANDISING	43,105.29	43,105.29	-	-	8/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5072	MURPHY USA MERCHANDISING	HOUSTON	70669	MURPHY USA MERCHANDISING	42,737.20	42,737.20		-	12/17/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5073	MURPHY USA MERCHANDISING	HOUSTON	73207	MURPHY USA MERCHANDISING	42,012.06	42,012.06	-	-	11/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5074	MURPHY USA MERCHANDISING	HOUSTON	70447	MURPHY USA MERCHANDISING	41,720.67	41,720.67	-	-	11/23/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5075	MURPHY USA MERCHANDISING	HOUSTON	76479		41,315.58	41,315.58	-	-	9/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5076	MURPHY USA MERCHANDISING	HOUSTON	77274		41,065.55	41,065.55	-	-	12/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5077	MURPHY USA MERCHANDISING	HOUSTON	76261		40,134.44	40,134.44	-	-	8/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5078	MURPHY USA MERCHANDISING	HOUSTON	77470		39,421.56	39,421.56	-	-	12/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5079	MURPHY USA MERCHANDISING	HOUSTON	73572		36,259.31	36,259.31	-	-	1/17/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5080	MURPHY USA MERCHANDISING	HOUSTON	70812	MURPHY USA MERCHANDISING	35,885.16	35,885.16	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5294	POPEYES SUPPORT CENTER	HOUSTON	77269		208.39	208.39	-	-	12/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5305	POPEYES SUPPORT CENTER	HOUSTON	77484		146.72	146.72	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5321	POPEYES SUPPORT CENTER	HOUSTON	75545		69.89	69.89	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5326	POPEYES SUPPORT CENTER	HOUSTON	76716		58.16	58.16	-	-	10/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5329	POPEYES SUPPORT CENTER	HOUSTON	76636		55.51	55.51	-	-	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5330	POPEYES SUPPORT CENTER	HOUSTON	76277		46.45	46.45	-	-	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5332	POPEYES SUPPORT CENTER	HOUSTON	76493		35.45	35.45	-	-	9/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5334	POPEYES SUPPORT CENTER	HOUSTON	73493	RACHELLE DEVER POPEYES SUPPORT	31.69	31.69	-	-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5336	POPEYES SUPPORT CENTER	HOUSTON	75783		30.00	30.00	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5337	POPEYES SUPPORT CENTER	HOUSTON	73565		12.60	12.60	-	-	3/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5338	POPEYES SUPPORT CENTER	HOUSTON	72564	RACHELLE DEVER POPEYES SUPPORT	12.46	12.46	-	-	12/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5339	POPEYES SUPPORT CENTER	HOUSTON	73001	RACHELLE DEVER POPEYES SUPPORT	10.20	10.20	-	-	12/12/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5274	RATTAN BISTRO	HOUSTON	72758	RATTAN BISTRO	450.00	450.00	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5276	RATTAN BISTRO	HOUSTON	69601	RATTAN BISTRO	395.85	395.85	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5277	RATTAN BISTRO	HOUSTON	70031	RATTAN BISTRO	395.85	395.85	-	-	10/12/2010	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5278	RATTAN BISTRO	HOUSTON	70759	RATTAN BISTRO	395.85	395.85	-	-	1/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5279	RATTAN BISTRO	HOUSTON	71387	RATTAN BISTRO	395.85	395.85	-	-	4/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5280	RATTAN BISTRO	HOUSTON	72124	RATTAN BISTRO	395.85	395.85	-	-	7/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5281	RATTAN BISTRO	HOUSTON	72623	RATTAN BISTRO	395.85	395.85	-	-	10/11/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5282	RATTAN BISTRO	HOUSTON	73549		395.85	395.85	-	-	2/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5283	RATTAN BISTRO	HOUSTON	75590		395.85	395.85	-	-	4/10/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5083	VALERO RETAIL ADVERTISING	HOUSTON	69568	RICK GARCIA VALERO RETAIL ADV	33,530.30	33,530.30	-	-	9/27/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5084	VALERO RETAIL ADVERTISING	HOUSTON	72865	RICK GARCIA VALERO RETAIL ADV	32,746.37	32,746.37	-	-	11/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5085	VALERO RETAIL ADVERTISING	HOUSTON	73427	RICK GARCIA VALERO RETAIL ADV	31,662.12	31,662.12	-	-	1/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5088	VALERO RETAIL ADVERTISING	HOUSTON	72771	RICK GARCIA VALERO RETAIL ADV	30,390.56	30,390.56	-	-	3/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5089	VALERO RETAIL ADVERTISING	HOUSTON	73574		30,313.40	30,313.40	-	-	2/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5091	VALERO RETAIL ADVERTISING	HOUSTON	70457	RICK GARCIA VALERO RETAIL ADV	30,012.30	30,012.30	-	-	11/29/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5092	VALERO RETAIL ADVERTISING	HOUSTON	71561	RICK GARCIA VALERO RETAIL ADV	29,928.36	29,928.36	-	-	5/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5093	VALERO RETAIL ADVERTISING	HOUSTON	72307	RICK GARCIA VALERO RETAIL ADV	29,869.20	29,869.20	-	-	7/21/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5094	VALERO RETAIL ADVERTISING	HOUSTON	71531	RICK GARCIA VALERO RETAIL ADV	29,435.17	29,435.17	-	-	5/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5095	VALERO RETAIL ADVERTISING	HOUSTON	75952		29,311.12	29,311.12	-	-	5/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5096	VALERO RETAIL ADVERTISING	HOUSTON	75775		28,964.73	28,964.73	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5097	VALERO RETAIL ADVERTISING	HOUSTON	72094	RICK GARCIA VALERO RETAIL ADV	28,899.89	28,899.89		-	7/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5098	VALERO RETAIL ADVERTISING	HOUSTON	73460		28,796.72	28,796.72	-	-	7/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5099	VALERO RETAIL ADVERTISING	HOUSTON	70230	RICK GARCIA VALERO RETAIL ADV	28,692.48	28,692.48		-	10/25/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5100	VALERO RETAIL ADVERTISING	HOUSTON	76263		28,613.31	28,613.31	-	-	6/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5101	VALERO RETAIL ADVERTISING	HOUSTON	70814	RICK GARCIA VALERO RETAIL ADV	28,495.67	28,495.67	-	-	1/24/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5102	VALERO RETAIL ADVERTISING	HOUSTON	72534	RICK GARCIA VALERO RETAIL ADV	28,472.36	28,472.36	-	-	8/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5103	VALERO RETAIL ADVERTISING	HOUSTON	71145	RICK GARCIA VALERO RETAIL ADV	28,154.54	28,154.54	-	-	3/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5104	VALERO RETAIL ADVERTISING	HOUSTON	77276		28,039.64	28,039.64		-	11/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5105	VALERO RETAIL ADVERTISING	HOUSTON	75529		27,742.19	27,742.19	-	-	3/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5106	VALERO RETAIL ADVERTISING	HOUSTON	76705		27,707.60	27,707.60	-	-	8/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5107	VALERO RETAIL ADVERTISING	HOUSTON	69432	RICK GARCIA VALERO RETAIL ADV	27,512.94	27,512.94	-	-	8/10/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5108	VALERO RETAIL ADVERTISING	HOUSTON	71334	RICK GARCIA VALERO RETAIL ADV	27,420.51	27,420.51	-	-	4/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5109	VALERO RETAIL ADVERTISING	HOUSTON	69707	RICK GARCIA VALERO RETAIL ADV	27,120.58	27,120.58	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5110	VALERO RETAIL ADVERTISING	HOUSTON	70671	RICK GARCIA VALERO RETAIL ADV	26,833.30	26,833.30	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5111	VALERO RETAIL ADVERTISING	HOUSTON	75317		26,174.40	26,174.40	-	-	3/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5112	VALERO RETAIL ADVERTISING	HOUSTON	76926		25,813.90	25,813.90	-	-	10/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5113	VALERO RETAIL ADVERTISING	HOUSTON	77472		24,815.75	24,815.75	-	-	12/31/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	3	4863H-5199	VALERO RETAIL ADVERTISING	HOUSTON	77380		4,118.10	4,118.10		-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5203	VALERO RETAIL ADVERTISING	HOUSTON	75104		3,894.55	3,894.55	-	-	1/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5206	VALERO RETAIL ADVERTISING	HOUSTON	75628		3,675.00	3,675.00	-	-	6/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5218	VALERO RETAIL ADVERTISING	HOUSTON	72738	RICK GARCIA VALERO RETAIL ADV	2,756.25	2,756.25	-	-	9/26/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5219	VALERO RETAIL ADVERTISING	HOUSTON	77341		2,712.00	2,712.00	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5225	VALERO RETAIL ADVERTISING	HOUSTON	77377		2,484.00	2,484.00	-	-	12/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5227	VALERO RETAIL ADVERTISING	HOUSTON	76250		2,269.45	2,269.45	-	-	7/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5233	VALERO RETAIL ADVERTISING	HOUSTON	72392	RICK GARCIA VALERO RETAIL ADV	2,132.00	2,132.00	-	-	8/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5235	VALERO RETAIL ADVERTISING	HOUSTON	73870		1,972.00	1,972.00	-	-	5/21/2012	Y	HOUSTO	NONE	MTAHOU	NONE	

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
610	2	4863H-5239	VALERO RETAIL ADVERTISING	HOUSTON	75336		1,833.75	1,833.75			7/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	2	4863H-5241	VALERO RETAIL ADVERTISING	HOUSTON	76644		1,787.00	1,782.00		-	5/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	2	4863H-5251	VALERO RETAIL ADVERTISING	HOUSTON	75408		1,316.00	1,316.00	-	-	3/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	2	4863H-5258	VALERO RETAIL ADVERTISING	HOUSTON	77317		899.00	899.00	-	-	10/26/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	2	4863H-5259	VALERO RETAIL ADVERTISING	HOUSTON	77197		699.00	699.00	-	-	11/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	2	4863H-5260	VALERO RETAIL ADVERTISING	HOUSTON	77112		899.00	899.00	-	-	11/20/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	2	4863H-5262	VALERO RETAIL ADVERTISING	HOUSTON	76077		754.60	754.60	-	-	1/18/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	2	4863H-5265	VALERO RETAIL ADVERTISING	HOUSTON	77745	RICK GARCIA VALERO RETAIL ADV	690.00	690.00	-	-	9/29/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5266	VALERO RETAIL ADVERTISING	HOUSTON	75862		690.00	690.00	-	-	3/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	2	4863H-5270	VALERO RETAIL ADVERTISING	HOUSTON	71476	RICK GARCIA VALERO RETAIL ADV	529.24	529.24	-	-	4/4/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
610	3	4863H-5061	VALERO RETAIL ADVERTISING	HOUSTON	73200	RICK GARCIA VALERO RETAIL ADV	35,105.92	35,105.92	-	-	11/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
610	2	4863H-5122	WRIGHT EXPRESS	HOUSTON	75420		17,150.00	17,160.00	-	-	3/14/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
610	Subtotal						3,319,247.49	2,861,567.81	-	-							
700	2	None	Citi Cards - Molly LaRue	HOUSTON		70240 fulfillment	-	3,264.22	-	-	12/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		70241 fulfillment	-	502.20	-	-	12/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		70242 fulfillment	-	5,417.57	-	-	12/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Andy Dessotr - Citi Cards	HOUSTON		70245 fulfillment	-	1,978.26	-	-	12/1/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Molly LaRue	HOUSTON		69882 fulfillment	-	1,962.87	-	-	11/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		69980 fulfillment	-	173.33	-	-	11/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		69954 fulfillment	-	4,785.86	-	-	11/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Andy Dessotr - Citi Cards	HOUSTON		69954 fulfillment	-	600.35	-	-	11/2/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Andy Dessotr - Citi Cards	HOUSTON		69447 fulfillment	-	192.40	-	-	10/7/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Molly LaRue	HOUSTON		69720 fulfillment	-	87.25	-	-	9/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Molly LaRue	HOUSTON		69721 fulfillment	-	1,725.12	-		9/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		69718 fulfillment	-	199.96	-	-	9/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		69719 fulfillment	-	4,133.69	-	-	9/30/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - [illegible]	HOUSTON		68577 fulfillment	-	49.91	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		69202 fulfillment	-	356.80	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		69204 fulfillment	-	4,493.42	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Molly LaRue	HOUSTON		69205 fulfillment	-	397.38	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Molly LaRue	HOUSTON		69206 fulfillment	-	2,491.86	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Andy Dessotr - Citi Cards	HOUSTON		69208 fulfillment	-	352.48	-	-	8/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		68442 fulfillment	-	493.07	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		68443 fulfillment	-	5,065.93	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Molly LaRue	HOUSTON		68445 fulfillment	-	2,925.48	-	-	8/31/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72264 fulfillment	-	1,327.51	-	-	12/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72265 fulfillment	-	3,177.76	-	-	12/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72290 fulfillment	-	1,110.63	-	-	12/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		73215 fulfillment	-	185.01	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72219 fulfillment	-	2,225.91	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
			Valero Retail Advertising					2,923.16									2923.16=269.56 taco & burrito decals +2653.60 food tags. Disagreed. Taxpayer provided exemption certificate from Valero Retail Holdings, Inc. not Valero Retail
700	2	None		HOUSTON		75049 food tags			-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Advertising
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72783 fulfillment	-	1,966.27	-	-	11/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72782 fulfillment	-	4,647.60	-	-	11/28/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72546 fulfillment	-	1,255.36	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72544 fulfillment	-	804.71	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72545 fulfillment	-	3,004.23	-	-	10/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72095 fulfillment	-	1,270.50	-	-	8/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72319 fulfillment	-	1,615.83	-	-	8/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72063 fulfillment	-	158.10	-	-	8/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	3	None	Citi Cards - Kathie McGrath	HOUSTON		72064 fulfillment	-	3,112.44	-	-	8/2/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72317 fulfillment	-	129.51	-	-	8/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		72318 fulfillment	-	2,830.41	-	-	8/31/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Brian Stein	HOUSTON		72169 fulfillment	-	4,967.89	-	-	8/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Jennifer Garrett PO # 4700003355	HOUSTON		72344 fulfillment	-	6,118.94	-	-	9/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		71922 fulfillment	-	1,129.86	-	-	6/15/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		71841 fulfillment	-	1,056.08	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		71590 fulfillment	-	261.05	-	-	6/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		71591 fulfillment	-	2,611.12	-		6/6/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		71839 fulfillment	-	561.29	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		71840 fulfillment	-	2,828.91	-	-	6/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		71344 fulfillment	-	7,310.06	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		71342 fulfillment	-	370.30	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Kathie McGrath	HOUSTON		71343 fulfillment	-	3,937.56	-	-	5/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
			RICK GARCIA VALERO RETAIL ADVERT			71401		820.08									Disagreed. Taxpayer provided exemption certificate from Valero Retail Holdings, Inc. not
700	2	None		HOUSTON		Sticker rolls	-		-	-	4/5/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Valero Retail Advertising
700	2	None	Citi Cards - Molly LaRue	HOUSTON		70992 fulfillment	-	1,724.75	-	-	4/25/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Molly LaRue	HOUSTON		71150 fulfillment	-	902.32	-	-	4/14/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		70826 fulfillment	-	248.17	-	-	3/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		70827 fulfillment	-	3,906.52	-	-	3/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		71148 fulfillment	-	22.73	-	-	4/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		71149 fulfillment	-	5,295.61	-	-	4/19/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Molly LaRue	HOUSTON		70724 fulfillment	-	1,808.00	-	-	3/17/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Brian Stein	HOUSTON		70956 fulfillment	-	35.07	-	-	3/16/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		70722 fulfillment	-	200.52	-	-	2/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		70723 fulfillment	-	5,581.71	-	-	2/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Andy Dessotr - Citi Cards	HOUSTON		70725 fulfillment	-	56.07	-	-	2/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Molly LaRue	HOUSTON		70434 fulfillment	-	2,357.50	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Christopher J. Kump	HOUSTON		70435 fulfillment	-	5,069.96	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Andy Dessotr - Citi Cards	HOUSTON		70433 fulfillment		902.05	-	-	1/3/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
						77159											4025.53=7356.2-274.75/8.25% Tax was charged on some sales amount, not all of the
700	2	None	Valero Retail Advertising	HOUSTON		Production	-	4,025.53	-	-	11/14/12	Y	HOUSTO	NONE	MTAHOU	NONE	sales amount
700	2	None	Citi	HOUSTON		76272 fulfillment	-	25.29	-	-	08/07/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi	HOUSTON		76491 fulfillment	-	1,499.63	-	-	06/10/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi	HOUSTON		76414 fulfillment	-	1,920.04	-	-	09/05/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments
700	2	None	Citi	HOUSTON		73489 fulfillment	-	731.68	-		06/08/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi	HOUSTON		73490 fulfillment		3,445.71			06/06/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi	HOUSTON		73214 fulfillment	-	2,072.57	-	-	06/07/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi	HOUSTON		73273 fulfillment	-	6,033.22	-	-	08/07/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi	HOUSTON		73462 fulfillment	-	235.73	-	-	03/22/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Katie McGuan	HOUSTON		73446 fulfillment	-	946.12	-	-	02/01/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Katie McGuan	HOUSTON		73447 fulfillment	-	3,390.61		-	02/04/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Citi Cards - Katie McGuan	HOUSTON		73448 fulfillment	-	1,507.41	-	-	02/01/12	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
700	2	None	Mattress Firm	HOUSTON		70122 labor to apply tabs and straps	-	348.50	-	-	02/17/12	Y	HOUSTO	NONE	MTAHOU	NONE	
700	2	None	Citi	HOUSTON		65872 disallowed bad debt written off		289.19	-		08/31/10	Y	HOUSTO	NONE	MTAHOU	NONE	
700	2	None	Shell USA	HOUSTON		75506 taxable sales		315.67	-	-	07/19/12	Y	HOUSTO	NONE	MTAHOU	NONE	
700	Subtotal						-	192,122.91	-								
800	2	None	Citi	HOUSTON		69983 fulfillment	-	55.16	-	-	11/3/2010	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Citi	HOUSTON		70664 fulfillment	-	1,257.73	-	-	1/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Citi Cards - Christopher ... The PM Group	HOUSTON		70926 fulfillment	-	246.21	-		3/10/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None		HOUSTON		73113 Additional Taxable sales	-	22,619.18	-	-	12/20/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Not agreed. Taxpayer claimed PM Group refused to pay tax to them. But they don't have certificate either
800	2	None	AFC/POPEYES SUPPORT CENTER	HOUSTON		73190 fulfillment		1,524.15		-	12/8/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Shell USA	HOUSTON		73198 fulfillment	-	230.57	-	-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Shell USA	HOUSTON		73197 fulfillment	-	44.46	-	-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Shell USA	HOUSTON		73233 fulfillment	-	3.40	-	-	12/7/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Valero Retail Advertising	HOUSTON		75022 Additional Taxable sales	-	215.52	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
800	2	None	Valero Retail Advertising	HOUSTON		75063 Additional Taxable sales	-	481.00	-	-	12/30/2011	Y	HOUSTO	NONE	MTAHOU	NONE	
800	2	None	Coca Cola	HOUSTON	75164	fulfillment	-	1,500.00	-	-	3/19/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Citgo	HOUSTON	75350	fulfillment		87.95		-	3/1/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	AFC/Popeyes	HOUSTON	75351	fulfillment	-	1,929.93	-	-	3/23/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Popeyes Support	HOUSTON	75352	fulfillment	-	21.71	-	-	3/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Citgo	HOUSTON	75542	fulfillment	-	37.95	-	-	3/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None		Citi HOUSTON		75303 fulfillment	-	16,016.27	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None		Citi HOUSTON		75320 fulfillment	-	39.90	-	-	4/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None		Coca Cola HOUSTON		75353 fulfillment		53.95	-		4/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None		Mattress Firm HOUSTON		75334 fulfillment		54.15	-	-	4/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None		Mattress Firm HOUSTON		75335 fulfillment	-	19,197.14	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None		Mattress Firm HOUSTON		75336 fulfillment	-	12,665.60	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None		Popeyes HOUSTON		75460 fulfillment	-	3,381.05	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Citi	HOUSTON		75541 fulfillment	-	19.95	-	-	5/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	AFC/Popeyes	HOUSTON		75716 fulfillment		3,460.85	-	-	5/3/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Mattress Firm	HOUSTON		75795 fulfillment	-	54.15	-	-	5/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Popeyes Support Center	HOUSTON		75982 fulfillment	-	12.60	-	-	6/11/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Mattress Firm	HOUSTON		75547 fulfillment	-	54.15	-	-	6/25/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	AFC/Popeyes	HOUSTON		76213 fulfillment	-	3,491.25	-	-	7/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Mattress Firm	HOUSTON		76278 fulfillment	-	54.15	-	-	7/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Citi	HOUSTON		76272 fulfillment	-	26.22	-	-	8/7/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Popeyes Support	HOUSTON		76275 fulfillment	-	56.90	-	-	8/8/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	AFC/Popeyes	HOUSTON		76428 fulfillment	-	3,455.15	-	-	8/2/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Valero Retail Advertising	HOUSTON		76663 Additional Taxable sales	-	2,832.00	-	-	8/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
800	2	None	Murphy USA	HOUSTON		76703 fulfillment		51,725.14		-	8/24/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	AFC/Popeyes	HOUSTON		76653 fulfillment		2,969.70	-	-	9/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Citi	HOUSTON		76740 fulfillment	-	196.85	-	-	10/16/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Citi	HOUSTON		76808 fulfillment	-	332.50	-	-	10/29/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	AFC/Popeyes	HOUSTON		76887 fulfillment	-	3,605.25	-	-	10/4/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	Valero Retail Advertising	HOUSTON		77093 fulfillment	-	25,889.91	-	-	10/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	AFC/Popeyes	HOUSTON		77081 fulfillment	-	3,659.40	-	-	11/9/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	AFC/Popeyes	HOUSTON		77250 fulfillment	-	4,022.50	-	-	12/6/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	2	None	AFC/POPEYES SUPPORT CENTER	HOUSTON		77447 fulfillment	-	3,510.95	-	-	12/27/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Fulfillment
800	Subtotal						-	192,726.21	-	-							
850	2	None	Citi	HOUSTON		70554 Tax Collected Not Remitted	-	384.10	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Disagreed. Cash received on 2/1/2011. It cannot be reported on Dec 2010 tax return.
850	2	None	Citi	HOUSTON		70586 Tax Collected Not Remitted	-	58.45	-	-	2/1/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Disagreed. Cash received on 2/1/2011. It cannot be reported on Dec 2010 tax return.
850	2	None	Shell USA	HOUSTON		71255 Tax Collected Not Remitted		4,349.75	-	-	5/27/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Disagreed. This invoice was reported on April 2011 return. But it was net out to zero by a negative amount.
850	2	None	Shell USA	HOUSTON		70468 Tax Collected Not Remitted	-	418.70	-	-	8/23/2011	Y	HOUSTO	NONE	MTAHOU	NONE	Disagreed based on support. It is a duplicated invoice number. Same invoice number was paid in Dec 2010 & remitted. But this is another payment for the same invoice number in August 2011, which is not remitted
850	2	None	Murphy USA	HOUSTON		75412 Tax Collected Not Remitted	-	41.68	-	-	3/12/2012	Y	HOUSTO	NONE	MTAHOU	NONE	41.68=1020.66-979. Sales tax for 979 was remitted in Feb 2012, but not the tax for freight
850	2	None	AFC/Popeyes	HOUSTON		75607 Tax Collected Not Remitted	-	106.64	-	-	3/13/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
850	2	None	Murphy USA	HOUSTON		75624 Tax Collected Not Remitted	-	484.64	-	-	4/30/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
850	2	None	Coca Cola	HOUSTON		73336 Tax Collected Not Remitted	-	114.00	-	-	6/28/2012	Y	HOUSTO	NONE	MTAHOU	NONE	Disagreed. Cash received on 6/28/2012. It cannot be reported on May 2012 tax return.
850	2	None	Mattress Firm	HOUSTON		75575 Tax Collected Not Remitted	-	750.00	-	-	6/22/2012	Y	HOUSTO	NONE	MTAHOU	NONE	tax related to freight not remitted
850	2	None	Valero Retail Advertising	HOUSTON		77349 Tax Collected Not Remitted	-	420.00	-	-	12/5/2012	Y	HOUSTO	NONE	MTAHOU	NONE	
850	Subtotal						-	7,127.98	-	-							
	Total						12,509,569.47	6,854,085.18	-	-							

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Exam #	Contention #	WATS Record Number	Vendor/Seller Name	Location	INVOICE#	Description	Original Taxable Amount	Amended Taxable Amount	Requested Refund Taxable Amount	Approved Refund Taxable Amount	Transaction Date	STATE	CITY	COUNTY	MTA	SPD	Comments

General Footnote:

Contest 1 is not listed above because it is a refund request. It was not scheduled during the audit & taxpayer does not contest it any more. Taxpayer claimed $12,217.37 credit/refund based on its cash receipt journal worksheet. Exam 100TP - statement of ground Exhibit 4). During the redetermination auditor and taxpayer examined the difference between the sales tax return worksheet and cash receipt journal worksheet, and then noted there are taxable sales paid by money deposit either. For these transactions, money will be deposited but not counted as sales until the tax invoice was billed. Also all original transactions were reviewed thoroughly by taxpayer and auditor. Taxpayer does not contest this any more.

2 Contest 2 is rejected to Exam 100. During the redetermination, taxpayer was able to identify the difference from Gross Sales Reconciliation. Therefore, Exam 100 is replaced by new exam number and name as listed below.

Exam	Exam Name
225	TCNR - 2010 & 2011 cash receipt w/o invoice number
235	Additional Taxable Sales -2010 & 2011 cash receipt w/o invoice number
700	Additional Taxable Sales - 2010 to 2012 from mixed T&NT invoices
800	Additional Taxable Sales - 2010 to 2012 found from cash receipt reconciliation wp
850	Tax Collected Not Remitted - 2010 to 2012 found from cash receipt reconciliation wp

3 Contest 4 is not listed above because it is related to the total amount of fulfillment, which are related to Exam 230, 235, 300, 310, 500, 610, 700 & 800. Taxpayer and the auditor review them transaction by transaction in these Exams. If they are fulfillment, they are identified in "Comments" column. Total fulfillment amount based on this schedule is

Exam	Exam Name	Fulfillment (A)	non-fulfillment (B)	Total Amount (based on Amended amount) (C)=(A)+(B)
100	Additional Taxable Sales	-	-	-
205	Tax Collected Not Remitted - Local Tax	-	684,277.19	684,277.19
210	Tax Collected Not Remitted - 2013 Dummy Account	-	22,953.75	22,953.75
220	Tax Collected Not Remitted - prior to 2013 cash receip	-	27,480.57	27,480.57
225	TCNR - 2010 & 2011 cash receipt w/o invoice number		111,050.46	111,050.46
230	Additional Taxable Sales - prior to 2013 cash receipt w	396,092.89	194.10	396,286.99
235	Additional Taxable Sales 2010 & 2011 cash receipt w/	551,569.39	13,145.45	564,714.84
300	Additional Taxable Sales - 2013 Dummy Account	160,205.46	8,998.15	169,203.61
310	Disallowed Deduction - 2013 excluding Dummy Accou	1,354,374.76	130,893.65	1,481,268.41
400	Taxable Fixed Assets Purchases	-	11,384.23	11,384.23
500	Taxable Expense Purchases	-	11,970.00	11,970.00
600	Disallowed Deduction - Unknown Customer prior to 20	3,913.05	56.52	3,969.57
610	Disallowed Deduction - Prior to 2013	2,891,562.21	66,005.10	2,957,567.31
700	Additional Taxable Sales - 2010 to 2012 from mixed T	153,369.36	5,733.55	159,102.91
800	Additional Taxable Sales - 2010 to 2012 found from ca	166,593.51	26,157.70	192,751.21
850	Tax Collected Not Remitted - 2010 to 2012 found from	-	7,121.66	7,121.66
	Total	5,557,280.23	1,126,431.96	6,683,712.19

4 Contest #10 is not listed above because it is related to a credit claim of $20,768.09 for period from 2010/11-2012/12. It was not scheduled in the audit. Taxpayer claimed this credit because they made a mistake during the sales tax return. They used accrual method instead of cash method. However, they actually self-correct this mistake by not reporting the sales tax when they received the payment. As such, taxpayer does not contest this any more.

Exhibit No. 1
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PRO COURIER Service

New Order Order Tracking

Date: 10/22/2018 2:00:28 PM

Delivery Information	Tracking Number	
ACC#: 1538 **FROM:** Martens, Todd, Leonard & Ahlrich Stacy 301 Congress Ave., Unit 1950 Austin, TX 78701 UNITED STATES **SHIP TO:** **Texas Comptroller of Public Accounts** **Renee Arvin** **1700 North Congress, Unit 300** **Austin, TX 78701** **UNITED STATES**	#114772 *114772*	
	Client MARTENS, TODD, LEONARD & AHLRICH	
	Service **1 HOUR ROUNDTRIP(approximate)**	Pick up Date 10/22/2018
	Delivery Date 10/22/2018	Deliver By 16:00
	Ordered By Stacy Noack	Vehicle Car
	Packages 1 Envelope	Insurance **NO**
	Weight **2 Lbs**	COD $0.00

Reference
Pointsmith

POINTSMITH

Instructions
Return file-marked copy (2 stamps + 1 page to be signed & dated)

Shipper's Signature: _____

Driver's Number: _____

Consignee's Signature: Stacy Noack

Time: 3:02 pm 10/22/18

Name (printed): Stacy Noack

Received
OCT 22 2018
Audit Division
Comptroller of Public Accounts

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER ***(FOR CLERK USE ONLY)*****:** _____ **COURT** ***(FOR CLERK USE ONLY)*****:** _____

STYLED Pointsmith Point-of-Purchase Management Services, L.P. v. Glenn Hegar, et al
(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment motion for modification or enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:

Name: James F. Martens
Email: jmartens@textaxlaw.com
Address: 301 Congress Ave., Ste. 1950
Telephone: (512) 542-9898
City/State/Zip: Austin, TX 78701
Fax: (512) 542-9899
Signature: /s/ James F. Martens
State Bar No: SBOT: 13050720

Names of parties in case:

Plaintiff(s)/Petitioner(s):
Pointsmith Point-of-Purchase Management Services, L.P.

Defendant(s)/Respondent(s):
Glenn Hegar, Comptroller
Ken Paxton, Attorney General
Office of the Attorney General
Office of the Comptroller of Public Accounts

Person or entity completing sheet is:

- [X] Attorney for Plaintiff/Petitioner
- [ ] *Pro Se* Plaintiff/Petitioner
- [ ] Title IV-D Agency
- [ ] Other: _____

Additional Parties in Child Support Case:

Custodial Parent: _____

Non-Custodial Parent: _____

Presumed Father: _____

2. Indicate case type, or identify the most important issue in the case ***(select only 1)*****:**

Civil

Contract

Debt/Contract
- [ ] Consumer/DTPA
- [ ] Debt/Contract
- [ ] Fraud/Misrepresentation
- [ ] Other Debt/Contract: _____

Foreclosure
- [ ] Home Equity—Expedited
- [ ] Other Foreclosure

- [ ] Franchise
- [ ] Insurance
- [ ] Landlord/Tenant
- [ ] Non-Competition
- [ ] Partnership
- [ ] Other Contract: _____

Injury or Damage

- [ ] Assault/Battery
- [ ] Construction
- [ ] Defamation

Malpractice
- [ ] Accounting
- [ ] Legal
- [ ] Medical
- [ ] Other Professional Liability: _____

- [ ] Motor Vehicle Accident
- [ ] Premises

Product Liability
- [ ] Asbestos/Silica
- [ ] Other Product Liability List Product: _____

- [ ] Other Injury or Damage: _____

Real Property

- [ ] Eminent Domain/ Condemnation
- [ ] Partition
- [ ] Quiet Title
- [ ] Trespass to Try Title
- [ ] Other Property: _____

Related to Criminal Matters

- [ ] Expunction
- [ ] Judgment Nisi
- [ ] Non-Disclosure
- [ ] Seizure/Forfeiture
- [ ] Writ of Habeas Corpus—Pre-indictment
- [ ] Other: _____

Employment

- [ ] Discrimination
- [ ] Retaliation
- [ ] Termination
- [ ] Workers' Compensation
- [ ] Other Employment: _____

Other Civil

- [ ] Administrative Appeal
- [ ] Antitrust/Unfair Competition
- [ ] Code Violations
- [ ] Foreign Judgment
- [ ] Intellectual Property
- [ ] Lawyer Discipline
- [ ] Perpetuate Testimony
- [ ] Securities/Stock
- [ ] Tortious Interference
- [ ] Other: _____

Family Law

Marriage Relationship

- [ ] Annulment
- [ ] Declare Marriage Void

Divorce
- [ ] With Children
- [ ] No Children

Post-judgment Actions (non-Title IV-D)

- [ ] Enforcement
- [ ] Modification—Custody
- [ ] Modification—Other

Title IV-D

- [ ] Enforcement/Modification
- [ ] Paternity
- [ ] Reciprocals (UIFSA)
- [ ] Support Order

Other Family Law

- [ ] Enforce Foreign Judgment
- [ ] Habeas Corpus
- [ ] Name Change
- [ ] Protective Order
- [ ] Removal of Disabilities of Minority
- [ ] Other: _____

Parent-Child Relationship

- [ ] Adoption/Adoption with Termination
- [ ] Child Protection
- [ ] Child Support
- [ ] Custody or Visitation
- [ ] Gestational Parenting
- [ ] Grandparent Access
- [ ] Parentage/Paternity
- [ ] Termination of Parental Rights
- [ ] Other Parent-Child: _____

Tax

- [ ] Tax Appraisal
- [ ] Tax Delinquency
- [X] Other Tax

Probate & Mental Health

Probate/Wills/Intestate Administration
- [ ] Dependent Administration
- [ ] Independent Administration
- [ ] Other Estate Proceedings

- [ ] Guardianship—Adult
- [ ] Guardianship—Minor
- [ ] Mental Health
- [ ] Other: _____

3. Indicate procedure or remedy, if applicable ***(may select more than 1)*****:**

- [ ] Appeal from Municipal or Justice Court
- [ ] Arbitration-related
- [ ] Attachment
- [ ] Bill of Review
- [ ] Certiorari
- [ ] Class Action
- [ ] Declaratory Judgment
- [ ] Garnishment
- [ ] Interpleader
- [ ] License
- [ ] Mandamus
- [ ] Post-judgment
- [ ] Prejudgment Remedy
- [ ] Protective Order
- [ ] Receiver
- [ ] Sequestration
- [ ] Temporary Restraining Order/Injunction
- [ ] Turnover