

**ROBINSON & PAYNE, PLLC**

CERTIFIED PUBLIC ACCOUNTANTS  
325 WEST SABINE ST, STE 8  
CARTHAGE, TEXAS 75633

MEMBERS OF  
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS  
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

TELEPHONE  
(903) 693-8522

March 22, 2016

The Honorable Members  
Of The Commissioners' Court  
Of Panola County  
Carthage, Texas

Gentlemen:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Panola County, Texas.

We will apply the agreed-upon procedures which Panola County, Texas has specified below for the year ended December 31, 2015. This engagement is solely to assist Panola County, Texas for the purpose specified below. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or we will not issue a report as a result of this engagement.

We will compile the capital asset listing and depreciation schedule of all capital assets of Panola County, Texas as of December 31, 2015. Our procedures will include performing a physical inventory count of all capital assets of the Panola County Road and Bridge Department and the Panola County Sheriff's Department, a review the accounting records and insurance policies, and inquiries of responsible officials to identify current year additions and disposals for the year ended December 31, 2015.

In addition, we will prepare the footnote disclosures related to the capital assets of Panola County and the supplementary schedules applicable to the capital assets of Panola County in a manner so that it can be submitted to the County's independent auditor for inclusion in the County's comprehensive annual financial report (CAFR).

The above information will be prepared in a manner to meet the requirements of the Governmental Accounting Standards Board. The actual documents, summaries and schedules associated with the work will be submitted to the County Auditor, or at his request, directly to the independent auditor of the County.

Because the agreed-upon procedures described above do not constitute an examination, we will not express an opinion on the physical inventory listing of the capital assets of Panola County, Texas. In addition, we have no obligation to perform any procedures beyond those listed below.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of Panola County, Texas, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicated that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

March 22, 2016  
Page 2

You are responsible for the presentation of the capital asset listing and depreciation schedule of all capital assets, and for the related footnote disclosures. You are responsible for assuming all management responsibilities and overseeing our services by designating an individual, Sidney Burns, County Auditor, who possesses suitable skill, knowledge, and experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

Rachael Payne is the engagement partner and is responsible for supervising the engagement and signing the report.

We estimate that our fees for these services will be approximately \$3,500. This fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

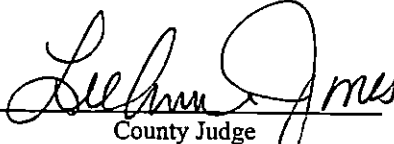
We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency or procedures.


Sincerely,

*Robinson & Payne*  
Robinson & Payne, PLLC  
Certified Public Accountants

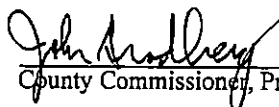
TO: Robinson & Payne, PLLC  
Certified Public Accountants

The services described in this letter are in accordance with our requirements and are acceptable to us.

  
County Judge

  
County Commissioner, Precinct 1

  
County Commissioner, Precinct 3

  
County Commissioner, Precinct 2

  
County Commissioner, Precinct 4