

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**AMENDMENT No. 2 to  
SERVICE CONTRACT  
C-07-281-09-25**

This **AMENDMENT** to the **CONTRACT** between **O. E. Investments, Inc.**, (the “Lessor”) and **HIDALGO COUNTY** (the “Lessee”), effective the **22<sup>rd</sup>** day of **November, 2010**, is made between the Lessor and the Lessee, (the “Amendment”), as follows:

**WHEREAS**, Lessor and Lessee entered into a Contract dated **September 25, 2007**, with the “initial lease term” commencing, October 1, 2007, expiring September 30, 2008, thereafter a “renewal term” commencing, October 1, 2008, expiring September 30, 2010, in which the Lessor agreed to lease a: “**Lease of Tower Space**” for the **Hidalgo County Sheriff’s Office**” (the “Lease”);

**WHEREAS**, the Lease Agreement omitted a term in the lease agreement and the Lessor and Lessee now desires to amend Lease Agreement to correct same;

**WHEREAS**, the parties desire to amend the Contract as hereinafter provided.

**NOW THEREFORE**, for and in consideration of this mutually agreed Amendment to the Lease, Lessor and Lessee hereby agree to the following Amendment to the Lease Agreement:

- I.       The Lease is hereby amended to insert Article 2.03-Holdover as follows:

**HOLDOVER**

**2.03**   Lessee holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Lessee will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Lessee will pay monthly rent in an amount that is equal to the prior monthly rental. Lessee will continue occupying the Premises from month-to-month until terminated by either Lessor or Lessee by the giving thirty (30) days prior written notice to the other.

**2.**       Except as modified herein, all terms and conditions of the Lease, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Contract as amended.

**EXECUTED IN DUPLICATE ORIGINALS** and effective as of the day and year first written above.

**LESSEE  
HIDALGO COUNTY**

\_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**LESSOR  
O. E. INVESTMENTS, INC.**

\_\_\_\_\_  
Othal E. Brand, Jr.

Printed Name

Title: President

**APPROVED AS TO FORM:**

Atlas & Hall, LLP

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Stephen L. Crain, Attorney