

**FIRST AMENDMENT TO AGREEMENT FOR
FINANCIAL ADVISORY SERVICES**

WITNESSETH:

WHEREAS, Hidalgo County, Texas (the “Issuer”), and First Southwest Company (“FSC”), previously entered into a certain Agreement for Financial Advisory Services, effective as of May 10, 2011 (the “Agreement”); and

WHEREAS, the Issuer and FSC desire to amend the Agreement to clarify and adjust the fees to be charged for the provision of such Financial Advisory Services.

NOW THEREFORE, the Issuer and FSC, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

AMENDMENTS

“Appendix A” attached to the Agreement shall be replaced in its entirety with the revised “Appendix A” attached hereto as Attachment A.

MODIFICATIONS

The Agreement, except as amended by this First Amendment to Agreement for Financial Advisory Services, remains in effect in all other respects.

IN WITNESS WHEREOF, the parties have made and executed this Amendment in multiple copies, each of which shall be an original, effective as of June 19, 2012.

FIRST SOUTHWEST COMPANY

By: _____
Cris S.Vela
Vice President

HIDALGO COUNTY

By: _____
Name: _____
Title: _____

ATTACHMENT A

APPENDIX A

The fees due First Southwest Company will not exceed those contained in our customary fee schedule as listed below and are payable at closing for each series of bonds:

Base	Fee -	Any	Issue							\$ 3,750
Plus	\$ 6.25	per	\$1,000	up to	\$ 1,000,000	or	\$ 10,000	for	\$ 1,000,000	Bonds
Plus	\$ 3.50	per	\$1,000	next	1,500,000	or	\$15,250	for	2,500,000	Bonds
Plus	\$ 2.50	per	\$1,000	next	2,500,000	or	\$21,500	for	5,000,000	Bonds
Plus	\$ 2.00	per	\$1,000	next	5,000,000	or	\$31,500	for	10,000,000	Bonds
Plus	\$ 1.00	per	\$1,000	next	10,000,000	or	\$41,500	for	20,000,000	Bonds
Plus	\$ 0.75	per	\$1,000	over	20,000,000					

For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

The County shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by FSC as reimbursable expenses. The County requires that supporting documentation be provided with any invoice or request for payment, unless specifically provided otherwise herein below.

- Bond counsel
- Bond ratings
- Credit enhancement
- CPA fees for refunding
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters' counsel
- Official statement printing
- Official statement preparation, flat fee of \$2,500 per issuance
- Computer structuring, amount to be negotiated in advance and approved by Commissioner's Court prior to each issuance
- Miscellaneous expenses, amount to be negotiated in advance and approved by Commissioner's Court prior to each issuance

The payment of reimbursable expenses that FSC has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by FSC.

Evangelina Garcia

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 31, 2012 11:57 AM
To: 'Evangelina Garcia'
Subject: FW: First Amendment to Agreement

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 31, 2012 7:39 AM
To: 'Martha Salazar'
Subject: RE: First Amendment to Agreement

That will work.



From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 30, 2012 5:02 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: First Amendment to Agreement
Importance: High

Mr. Crain:
Revisions made. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, May 30, 2012 3:33 PM
To: 'Martha Salazar'
Subject: RE: First Amendment to Agreement

Marty:
The revision has been made, please forward again to legal for review as to form.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 30, 2012 2:53 PM
To: 'Evangelina Garcia'
Subject: FW: First Amendment to Agreement

From: Stephen L. Crain [<mailto:scrain@atlashall.com>]
Sent: Wednesday, May 30, 2012 2:47 PM
To: 'Martha Salazar'
Subject: First Amendment to Agreement

See the attached please make changes.

Thanks,
Marynel Trevino, Secretary for

Stephen L. Crain & Heather De La Garza
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



Atlas Hall
Rodriguez

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Evangelina Garcia

From: Sergio Cruz [sergio.cruz@co.hidalgo.tx.us]
Sent: Friday, May 18, 2012 4:47 PM
To: Evangelina Garcia
Cc: martha.salazar@co.hidalgo.tx.us; ray.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us; dina.trevino@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us
Subject: FW: Amendment to Hidalgo County FA Agreement
Attachments: Hidalgo County First Amendment to FA Agreement to revise Fees for Cris Vela_ May 2012.DOC

Vangie,

Attached is the proposed amendment to the County's FA Agreement. Can you please have legal review and facilitate placement on the agenda for Commissioners' Court approval. If a meeting is in order to discussed the proposed changes please advise.

Regards,

Sergio Cruz

Hidalgo County Budget Officer

Department of Budget & Management
2818 South Business Highway 281
Edinburg, TX 78539
(956) 292-7025 phone
(956) 292-7035 fax
sergio.cruz@co.hidalgo.tx.us



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From: Cris Vela [mailto:Cris.Vela@firstsw.com]
Sent: Friday, May 18, 2012 1:46 PM
To: 'sergio.cruz@co.hidalgo.tx.us'
Subject: Fw: Amendment to Hidalgo County FA Agreement

As discussed

From: Jorja Williams
Sent: Friday, May 18, 2012 01:29 PM
To: Cris Vela
Subject: Amendment to Hidalgo County FA Agreement

Cris, check the last item and make sure that it agrees with your understanding with the County. Thanks.

Jorja Williams
Paralegal
FirstSouthwest

direct 214.953.4129 fax 214.953.4166
325 North St. Paul Street, Suite 800, Dallas, TX 75201-3852

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