

STATE OF TEXAS

COUNTY OF HIDALGO

HIDALGO COUNTY, TEXAS

RESOLUTION

RESOLUTION AUTHORIZING TERMINATION OF PAYING AGENT/REGISTRAR SERVICES AND APPROVING NEW PAYING AGENT/REGISTRAR FOR THE COUNTY OF HIDALGO OUTSTANDING OBLIGATIONS AND APPROVING OTHER MATTERS INCIDENT THERETO

WHEREAS, the County of Hidalgo (the "County") has duly authorized and provided for the issuance of following obligations issued as fully registered bonds, which are outstanding

1. Combination Limited Tax and Limited Pledge Revenue Certificates of Obligation, Series 2002
2. Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2004
3. Limited Tax General Obligation Refunding Bonds, Series 2005
4. Certificates of Obligation, Series 2006
5. Certificates of Obligation, Series 2007

(the "Obligations"), and

WHEREAS, in connection therewith, the County has entered into a paying agent/registrar agreement with Texas State Bank, McAllen, Texas (the "Bank"), which has been succeeded by Compass Bank (the "Agreement"), which provides the terms under which the Bank will act as paying agent and registrar to pay the principal of and interest on the County's outstanding obligations, in accordance with the terms thereof; and

WHEREAS, the County desires to terminate the current Agreement with Compass Bank.

NOW THEREFORE, BE IT RESOLVED:

ARTICLE I.

TERMINATION OF CURRENT PAYING AGENT/REGISTRAR
AGREEMENTS

The County terminates its Agreement with Compass Bank with respect to the Obligations and authorizes the County Judge, with the advice and counsel of the County's financial advisor and bond counsel, to execute any termination and release agreements required to accomplish termination of paying agent/registrar services.

ARTICLE II.

APPOINTMENT OF THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
PAYING AGENT AND REGISTRAR

The County hereby appoints The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Bank") to act as Paying Agent/Registrar with respect to the County's outstanding Obligations; approves the form of paying agent/registrar agreement attached hereto as Exhibit "A"; and authorizes the County Judge, upon review by the County's financial advisor and bond counsel, to execute a paying agent/registrar agreement with the Bank in substantially the form of the agreement herein attached.

PASSED AND APPROVED on _____.

HIDALGO COUNTY

Ramon Garcia
County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 7/9/13

ATTEST:

Arturo Guajardo Jr.
County Clerk

(SEAL)

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT (the "Agreement"), is entered into as of July 15, 2013, by and between the HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas located in Hidalgo County (the "Issuer"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. Dallas, Texas (the "Bank").

RECITALS

The Issuer has duly authorized, issued and delivered the following obligations entitled:

Hidalgo County, Texas Combination Limited Tax and Limited Pledge Revenue Certificates of Obligation, Series 2002;

Hidalgo County, Texas Combination Limited Tax and Limited Pledge Revenue Certificates of Obligation, Series 2004;

Hidalgo County, Texas Limited Tax General Obligation Refunding Bonds, Series 2005;

Hidalgo County, Texas Certificates of Obligation, Series 2006;

Hidalgo County, Texas Limited Tax Refunding Bonds, Series 2007;

(collectively, the "Bonds"), all of which have been issued as fully registered obligations;

All things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, have been done;

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent/Registrar to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Paying Agent/Registrar for the Bonds;

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay the principal of and interest on all or any of the Bonds to the Registered Owners of the Bonds, in accordance with the terms and provisions of this Agreement and the Ordinances.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 1.02. Compensation.

As compensation for the Bank's Services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule, then in effect for services as Paying Agent/Registrar for municipalities, attached as Exhibit "A" hereto. The Bank reserves the right to amend the fee schedule at any time provided the Bank shall have furnished the Issuer with a written copy of such amended fee schedule at least 75 days prior to the date that the new fees are to become effective.

The Issuer agrees to pay the Bank for any and all extraordinary/additional fees incurred in executing and following prudent and required procedures regarding a full or partial refunding of the Issues.

In addition, the Issuer agrees to reimburse Bank upon its request for all reasonable expenses, disbursements and advancements (including the reasonable compensation and expenses) made by Bank pursuant to, or as a result of, any of the provisions thereof.

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, a national bank duly organized and existing under the laws of the United States of America.

"Issuer" means the Hidalgo County, Texas.

"Bond or Bonds" means any one or all of the Bonds described in the recitals of this Agreement.

"Ordinances" shall mean the ordinances of the Issuer pursuant to which the Bonds were issued.

"Paying Agent" means the Bank when it is performing the function of paying agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government of any entity whatsoever.

"Registrar" means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned in the Ordinances.

ARTICLE THREE

DUTIES OF THE BANK

Section 3.01 Registered Bonds.

The Bonds have been registered with and delivered to The Depository Trust Company, New York, New York ("DTC") as set forth in the Ordinances.

Section 3.02. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of and interest of each Bond in accordance with the provisions of the Ordinances.

To the extent required by the Code and the Treasury Regulations (both as defined in the Ordinances), it shall be the duty of the Bank to report to the owners of the Bonds and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Bonds, and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Bonds required to be included in the gross income of the owners thereof for federal income tax purposes.

Section 3.03. Duties of Registrar.

The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds, in accordance with the provisions of the Ordinances. The Bank will maintain the books of registration in accordance with the Bank's general practices and procedures in effect from time to time.

Section 3.04. Unauthenticated Bonds.

If the services of DTC are terminated, the Issuer shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall be not less than the care it maintains for debt securities of other government entities or corporations for which it serves as registrar, or which it maintains for its own debt

securities.

Section 3.05. Reports.

The Bank will provide the Issuer, upon payment of any required fee, reports not less often than once each three months, which reports will describe in reasonable detail all transactions pertaining to the Bonds and the books of registration. The Issuer may also inspect and make copies of the information in the books of registration at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

Section 3.06. Canceled Bonds.

All Bonds surrendered for payment, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already canceled, shall be delivered to the Bank for cancellation. Any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Bank. All canceled Bonds held by the Bank shall be destroyed and evidence of such destruction furnished to the Issuer.

Section 3.07. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certifications or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement as long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(d) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

(e) The Bank may rely and shall be protected by the Issuer against any claim by the Issuer or any Person in acting or refraining from acting upon any order, certificate, statement, instrument, opinion, report, notice, request, direction, consent, ordinance, bond, vote, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need

not examine the ownership of a Bond, but is protected in acting upon the receipt of a Bond containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. Bank shall not be bound to make any investigation into the facts or matters stated in a order, certificate statement, instrument, opinion, report, notice, request, direction, consent, ordinance, bond, note, security or other paper or document supplied by Issuer.

(f) The Bank may act on any order, request, approval or other authority relating to the Bonds which is provided by the Issuer through a facsimile or e-mail transmission without the necessity of obtaining an original or executed copy of any such authority.

Section 3.08. Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Bonds.

The Bank shall be under no obligation to pay interest on any money received by it hereunder.

All money deposited with the Bank hereunder shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation.

Any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds; such funds shall be paid by the Bank to the Issuer upon receipt of a written request therefor from the Issuer. The Bank shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with the foregoing provision. To the extent authorized by law, the Issuer will indemnify and hold the Bank harmless from any liability for actions taken in compliance herewith, and the Bank shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

Section 3.09. Maintaining Books.

The Bank shall either maintain the books of registration or provide electronic access to the books of registration at a place within the state as required by Section 1203.023 of the Texas Government Code.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01. May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds; provided that such dealings do not result in a breach of any duties or agreements imposed by this Agreement.

Section 4.02. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4.03. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.04. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days written notice.

Section 4.05 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.06. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 4.07. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.08. Benefits of Agreement.

Nothing herein, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4.09. Ordinances Govern Conflict.

This Agreement and the Ordinances constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Ordinances, the Ordinances shall govern.

Section 4.10. Indemnification.

To the extent permitted by law, the Issuer shall indemnify, defend and hold harmless the Bank, its directors, officer, employees, agents and affiliates (each an "indemnified person") against all liabilities, expenses (including the fees and expenses of in house and outside counsel), judgments, claims, taxes (other than income taxes imposed on fees earned by the Bank hereunder) and other losses of any kind whatsoever ("losses") incurred by an indemnified person in connection with (a) the Bank's execution, delivery and performance of the Agreement, except with respect to any indemnified person to the extent that a court of competent jurisdiction determines that any such loss was due to the negligence or bad faith of such indemnified person, or (b) any action taken or inaction suffered by an indemnified person in connection with the Agreement as the result of any instruction, order, request, notice or other communication from the Issuer.

Section 4.11. Term and Termination.

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon 60 days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the books of registration.

Section 4.12. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HIDALGO COUNTY, TEXAS

By: Ramon Marcia
Title: County Judge

ATTEST:

Arturo Guizardo Jr.
Title: County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 11/9/13

(SEAL)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: [Signature]
Title: Vice President

EXHIBIT A

PAYING AGENT/REGISTRAR FEES



BNY MELLON

***Hidalgo County, Texas Combination Limited Tax and Limited Pledge Revenue
Certificates of Obligation, Series 2002
(As Successor to BBVA Compass)***

***Fee Schedule
July 2, 2013***

Upon appointment of The Bank of New York Mellon Trust Company, NA ("BNYMTC"), as Registrar and Paying Agent, the obligor shall be responsible for the payment of the fees, expenses and charges as set forth in this Fee Schedule.

Acceptance Fee

None

A one-time charge covering the Bank Officer's review of governing documents, communication with members of the closing party, including representatives of the issuer, investment banker(s) and attorney(s), establishment of procedures and controls, set-up of trust accounts and tickler suspense items and the receipt and disbursement/investment of bond proceeds. This fee is payable on the closing date.

Annual Paying Agent Administration Fee

\$500

An annual charge covering the normal paying agent duties related to account administration and bondholder services. Our pricing is based on the assumption that the bonds are DTC-eligible/book-entry only. This fee is payable annually, in advance.

Extraordinary Services/Misc Fees

At Appraisal

The charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNYMTC's sole discretion. If it is contemplated that the Trustee hold and/or value collateral or enter into any investment contract, forward purchase or similar or other agreement, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. Should this transaction terminate prior to closing, all out-of-pocket expenses incurred, including legal fees, will be billed at cost. If all outstanding bonds of a series are defeased, partially called or called in full prior to their maturity, a termination fee may be assessed at that time.

These extraordinary services may include, but are not limited to, supplemental agreements, consent operations, unusual releases, tender processing, sinking fund redemptions, failed remarketing processing, the preparation of special or interim reports, custody of collateral, a one-time fee to be charged upon termination of an engagement. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed, UCC filing fees, money market sweep fees, auditor confirmation fees, wire transfer fees, transaction fees to settle third-party trades and reconciliation fees to balance trust account balances to third-party investment provider statements.



BNY MELLON

Annual fees include one standard audit confirmation per year without charge. Standard audit confirmations include the final maturity date, principal paid, principal outstanding, interest cycle, interest paid, cash and asset information, interest rate, and asset statement information. Non-standard audit confirmation requests may be assessed an additional fee. Periodic tenders, sinking fund, optional or extraordinary call redemptions will be assessed at \$300 per event. FDIC or other governmental charges may be passed along to you as incurred. The obligor shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYMTC to vendors who have not performed services for BNYMTC's benefit under the various note issuances or other undertakings contemplated by this fee agreement.

Terms and Disclosures

Terms of Proposal

Final acceptance of the appointment as Registrar and Paying Agent is subject to approval of authorized officers of BNYMTC and full review and execution of all documentation related hereto. Please note that if this transaction does not close, you will be responsible for paying any expenses incurred, including Counsel Fees. We reserve the right to terminate this offer if we do not enter into final written documents within three months from the date this document is first transmitted to you. Fees may be subject to adjustment during the life of the engagement.

Customer Notice Required by the USA Patriot Act

To help the US government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with BNYMTC, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

We thank you for your assistance.



BNY MELLON

***Hidalgo County, Texas Combination Tax and Limited Pledge Revenue Certificates of
Obligation, Series 2004
(As Successor to BBVA Compass)***

***Fee Schedule
July 2, 2013***

Upon appointment of The Bank of New York Mellon Trust Company, NA ("BNYMTC"), as Registrar and Paying Agent, the obligor shall be responsible for the payment of the fees, expenses and charges as set forth in this Fee Schedule.

Acceptance Fee

None

A one-time charge covering the Bank Officer's review of governing documents, communication with members of the closing party, including representatives of the issuer, investment banker(s) and attorney(s), establishment of procedures and controls, set-up of trust accounts and tickler suspense items and the receipt and disbursement/investment of bond proceeds. This fee is payable on the closing date.

Annual Paying Agent Administration Fee

\$500

An annual charge covering the normal paying agent duties related to account administration and bondholder services. Our pricing is based on the assumption that the bonds are DTC-eligible/book-entry only. This fee is payable annually, in advance.

Extraordinary Services/Misc Fees

At Appraisal

The charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNYMTC's sole discretion. If it is contemplated that the Trustee hold and/or value collateral or enter into any investment contract, forward purchase or similar or other agreement, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. Should this transaction terminate prior to closing, all out-of-pocket expenses incurred, including legal fees, will be billed at cost. If all outstanding bonds of a series are defeased, partially called or called in full prior to their maturity, a termination fee may be assessed at that time.

These extraordinary services may include, but are not limited to, supplemental agreements, consent operations, unusual releases, tender processing, sinking fund redemptions, failed remarketing processing, the preparation of special or interim reports, custody of collateral, a one-time fee to be charged upon termination of an engagement. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed, UCC filing fees, money market sweep fees, auditor confirmation fees, wire transfer fees, transaction fees to settle third-party trades and reconciliation fees to balance trust account balances to third-party investment provider statements.



BNY MELLON

Annual fees include one standard audit confirmation per year without charge. Standard audit confirmations include the final maturity date, principal paid, principal outstanding, interest cycle, interest paid, cash and asset information, interest rate, and asset statement information. Non-standard audit confirmation requests may be assessed an additional fee. Periodic tenders, sinking fund, optional or extraordinary call redemptions will be assessed at \$300 per event. FDIC or other governmental charges may be passed along to you as incurred. The obligor shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYMTC to vendors who have not performed services for BNYMTC's benefit under the various note issuances or other undertakings contemplated by this fee agreement.

Terms and Disclosures

Terms of Proposal

Final acceptance of the appointment as Registrar and Paying Agent is subject to approval of authorized officers of BNYMTC and full review and execution of all documentation related hereto. Please note that if this transaction does not close, you will be responsible for paying any expenses incurred, including Counsel Fees. We reserve the right to terminate this offer if we do not enter into final written documents within three months from the date this document is first transmitted to you. Fees may be subject to adjustment during the life of the engagement.

Customer Notice Required by the USA Patriot Act

To help the US government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with BNYMTC, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

We thank you for your assistance.



BNY MELLON

***Hidalgo County, Texas Limited Tax General Obligation Refunding Bonds,
Series 2005
(As Successor to BBVA Compass)***

***Fee Schedule
July 2, 2013***

Upon appointment of The Bank of New York Mellon Trust Company, NA ("BNYMTC"), as Registrar and Paying Agent, the obligor shall be responsible for the payment of the fees, expenses and charges as set forth in this Fee Schedule.

Acceptance Fee

None

A one-time charge covering the Bank Officer's review of governing documents, communication with members of the closing party, including representatives of the issuer, investment banker(s) and attorney(s), establishment of procedures and controls, set-up of trust accounts and tickler suspense items and the receipt and disbursement/investment of bond proceeds. This fee is payable on the closing date.

Annual Paying Agent Administration Fee

\$500

An annual charge covering the normal paying agent duties related to account administration and bondholder services. Our pricing is based on the assumption that the bonds are DTC-eligible/book-entry only. This fee is payable annually, in advance.

Extraordinary Services/Misc Fees

At Appraisal

The charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNYMTC's sole discretion. If it is contemplated that the Trustee hold and/or value collateral or enter into any investment contract, forward purchase or similar or other agreement, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. Should this transaction terminate prior to closing, all out-of-pocket expenses incurred, including legal fees, will be billed at cost. If all outstanding bonds of a series are defeased, partially called or called in full prior to their maturity, a termination fee may be assessed at that time.

These extraordinary services may include, but are not limited to, supplemental agreements, consent operations, unusual releases, tender processing, sinking fund redemptions, failed remarketing processing, the preparation of special or interim reports, custody of collateral, a one-time fee to be charged upon termination of an engagement. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed, UCC filing fees, money market sweep fees, auditor confirmation fees, wire transfer fees, transaction fees to settle third-party trades and reconciliation fees to balance trust account balances to third-party investment provider statements.



BNY MELLON

Annual fees include one standard audit confirmation per year without charge. Standard audit confirmations include the final maturity date, principal paid, principal outstanding, interest cycle, interest paid, cash and asset information, interest rate, and asset statement information. Non-standard audit confirmation requests may be assessed an additional fee. Periodic tenders, sinking fund, optional or extraordinary call redemptions will be assessed at \$300 per event. FDIC or other governmental charges may be passed along to you as incurred. The obligor shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYMTC to vendors who have not performed services for BNYMTC's benefit under the various note issuances or other undertakings contemplated by this fee agreement.

Terms and Disclosures

Terms of Proposal

Final acceptance of the appointment as Registrar and Paying Agent is subject to approval of authorized officers of BNYMTC and full review and execution of all documentation related hereto. Please note that if this transaction does not close, you will be responsible for paying any expenses incurred, including Counsel Fees. We reserve the right to terminate this offer if we do not enter into final written documents within three months from the date this document is first transmitted to you. Fees may be subject to adjustment during the life of the engagement.

Customer Notice Required by the USA Patriot Act

To help the US government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with BNYMTC, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

We thank you for your assistance.



BNY MELLON

*Hidalgo County, Texas Certificates of Obligation, Series 2007
(As Successor to BBVA Compass)*

*Fee Schedule
July 2, 2013*

Upon appointment of The Bank of New York Mellon Trust Company, NA ("BNYMTC"), as Registrar and Paying Agent, the obligor shall be responsible for the payment of the fees, expenses and charges as set forth in this Fee Schedule.

Acceptance Fee	None
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A one-time charge covering the Bank Officer's review of governing documents, communication with members of the closing party, including representatives of the issuer, investment banker(s) and attorney(s), establishment of procedures and controls, set-up of trust accounts and tickler suspense items and the receipt and disbursement/investment of bond proceeds. This fee is payable on the closing date.

Annual Paying Agent Administration Fee	\$500
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An annual charge covering the normal paying agent duties related to account administration and bondholder services. Our pricing is based on the assumption that the bonds are DTC-eligible/book-entry only. This fee is payable annually, in advance.

Extraordinary Services/Misc Fees	At Appraisal
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The charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNYMTC's sole discretion. If it is contemplated that the Trustee hold and/or value collateral or enter into any investment contract, forward purchase or similar or other agreement, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. Should this transaction terminate prior to closing, all out-of-pocket expenses incurred, including legal fees, will be billed at cost. If all outstanding bonds of a series are defeased, partially called or called in full prior to their maturity, a termination fee may be assessed at that time.

These extraordinary services may include, but are not limited to, supplemental agreements, consent operations, unusual releases, tender processing, sinking fund redemptions, failed remarketing processing, the preparation of special or interim reports, custody of collateral, a one-time fee to be charged upon termination of an engagement. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed, UCC filing fees, money market sweep fees, auditor confirmation fees, wire transfer fees, transaction fees to settle third-party trades and reconciliation fees to balance trust account balances to third-party investment provider statements.



BNY MELLON

Annual fees include one standard audit confirmation per year without charge. Standard audit confirmations include the final maturity date, principal paid, principal outstanding, interest cycle, interest paid, cash and asset information, interest rate, and asset statement information. Non-standard audit confirmation requests may be assessed an additional fee. Periodic tenders, sinking fund, optional or extraordinary call redemptions will be assessed at \$300 per event. FDIC or other governmental charges may be passed along to you as incurred. The obligor shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYMTC to vendors who have not performed services for BNYMTC's benefit under the various note issuances or other undertakings contemplated by this fee agreement.

Terms and Disclosures

Terms of Proposal

Final acceptance of the appointment as Registrar and Paying Agent is subject to approval of authorized officers of BNYMTC and full review and execution of all documentation related hereto. Please note that if this transaction does not close, you will be responsible for paying any expenses incurred, including Counsel Fees. We reserve the right to terminate this offer if we do not enter into final written documents within three months from the date this document is first transmitted to you. Fees may be subject to adjustment during the life of the engagement.

Customer Notice Required by the USA Patriot Act

To help the US government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with BNYMTC, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

We thank you for your assistance.



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*Hidalgo County, Texas Certificates of Obligation, Series 2006
(As Successor to BBVA Compass)*

*Fee Schedule
July 2, 2013*

Upon appointment of The Bank of New York Mellon Trust Company, NA ("BNYMTC"), as Registrar and Paying Agent, the obligor shall be responsible for the payment of the fees, expenses and charges as set forth in this Fee Schedule.

Acceptance Fee

None

A one-time charge covering the Bank Officer's review of governing documents, communication with members of the closing party, including representatives of the issuer, investment banker(s) and attorney(s), establishment of procedures and controls, set-up of trust accounts and tickler suspense items and the receipt and disbursement/investment of bond proceeds. This fee is payable on the closing date.

Annual Paying Agent Administration Fee

\$500

An annual charge covering the normal paying agent duties related to account administration and bondholder services. Our pricing is based on the assumption that the bonds are DTC-eligible/book-entry only. This fee is payable annually, in advance.

Extraordinary Services/Misc Fees

At Appraisal

The charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNYMTC's sole discretion. If it is contemplated that the Trustee hold and/or value collateral or enter into any investment contract, forward purchase or similar or other agreement, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. Should this transaction terminate prior to closing, all out-of-pocket expenses incurred, including legal fees, will be billed at cost. If all outstanding bonds of a series are defeased, partially called or called in full prior to their maturity, a termination fee may be assessed at that time.

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We thank you for your assistance.