

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("**Second Amendment**") is made and entered into as of March 31, 2014, by and between Banc of America Public Capital Corp., a Delaware corporation with its principal executive offices located at 135 South LaSalle Street, Chicago Illinois 60603 ("**Assignee**") and COUNTY OF HIDALGO, located at 2818 S Business Highway 281, Edinburg, TX 78539 ("**Lessee**").

RECITALS

WHEREAS, Assignee and Lessee are parties to that certain Equipment Lease-Purchase Agreement #23355 dated October 24, 2012 (the "**Lease**"). Pursuant to the terms and conditions of the Lease, Lessee has leased Equipment from Assignee (as defined in the Lease). Subsequently, on ~~December~~ November 12, 2013 Assignee and Lessee agreed and executed Amendment to amend section 18 of the Lease to provide Lessee to partially prepay the Lease on or before December 31, 2013.

WHEREAS, Assignee and Lessee desire to further amend the Lease to provide for the lending of Equipment to Lessee's external agency for inter-agency interoperability and support.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Lessee hereby agree as follows:

1. Location: Inspection. Section 10 of the Lease is hereby amended by adding the following sentence after the last sentence: "Notwithstanding the foregoing, Lessee shall be permitted on notice to Lessor, to provide one or more of Lessee's mobile units to an external agency for inter-agency interoperability and support without receiving the prior written consent of Lessor."
2. Reaffirmation. Except as otherwise provided in this Second Amendment, all other terms and conditions of the Lease shall remain the same and the Lease shall remain in full force and effect.
3. Capitalized Terms. All capitalized terms used herein and not otherwise defined shall the meanings as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment as of the date first written above.

ASSIGNEE:

LESSEE:

Banc of America Public Capital Corp

COUNTY OF HIDALGO

By: 

By: 

Printed

Printed

Name: Glenn Cackovic

Name: Ramon Garcia

Title: SVP

Its: County Judge

AMENDMENT TO LEASE

(U.S.) *November* This Amendment to Lease ("Amendment") is made and entered into as of *December 12*, 2013, by and between Banc of America Public Capital Corp., a Delaware corporation with its principal executive offices located at 135 South LaSalle Street, Chicago Illinois 60603 ("Assignee") and COUNTY OF HIDALGO, located at 2818 S Business Highway 281, Edinburg, TX 78539 ("Lessee").

RECITALS

Assignee and Lessee are parties to that certain Equipment Lease-Purchase Agreement #23355 dated October 24, 2012 (the "Lease"). Pursuant to the terms and conditions of the Lease, Lessee has leased Equipment from Assignee (as defined in the Lease).

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Lessee hereby agree as follows:

1. Modification of Purchase Option. Section 18 of the Lease is hereby amended to permit Lessee to partially prepay the Lease on or before December 31, 2013, by paying to Assignee, the amount of \$1,135,374.00, provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists. Any such payment received will be first applied to accrued interest with the balance being applied to outstanding principal. The outstanding Lease amount will then be reset at the implicit rate in the deal and the remaining Lease Payments will be adjusted accordingly as shown in the Amendment No. 1 (the "Amendment"). Upon receipt of \$1,135,374.00, Assignee will transfer any and all of its right, title and interest in the M2 CORE (Border Pilot) And M3, as more completely described in Exhibit A, upgrade component of Equipment to Lessee, "AS IS", without warranty, express or implied, unless available solely through Motorola Solutions, Inc., except that the Equipment is free and clear of any liens created by Assignee Payments due upon exercise by Lessee of its option to purchase the Equipment upon any of the foregoing dates shall be in such amounts as set forth opposite the applicable date in Schedule 1 attached hereto and made a part hereof. Notwithstanding the foregoing, Assignee retains its security interest in the remaining Equipment as described on Schedule A to the Lease.

2. Reaffirmation. Except as otherwise provided in this Amendment, all other terms and conditions of the Lease shall remain the same and the Lease shall remain in full force and effect.

3. Capitalized Terms. All capitalized terms used herein and not otherwise defined shall have the meanings as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first written above.

ASSIGNEE:

Banc of America Public Capital Corp

By: Michelle Schmidt
Title: Michelle Schmidt
Vice President

LESSEE:

COUNTY OF HIDALGO

By: Ramon Hernandez
Its: County Judge

Amendment No.1 (the "Amendment") to Schedule B Equipment Lease-Purchase Agreement No. 23355 dated October 24, 2012 ("Schedule") to Equipment Lease-Purchase Agreement No. 23355 dated October 24, 2012 ("Agreement") by and between Banc of America Public Capital Corp. ("Assignee") and County of Hidalgo ("Lessee")

This Amendment is entered into as of December ____, 2013 by and between Banc of America Public Capital Corp. as Assignee and County of Hidalgo Lessee for the purpose of amending the above-referenced Schedule. Assignee and Lessee hereby agree to amend the Schedule as follows:

Approved by Commissioners' Court
on 11/12/13 RO

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