

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

WITNESSETH:

WHEREAS, Hidalgo County, Texas (the "Issuer"), and Estrada Hinojosa & Company Inc.,("EHC") previously entered into a certain Agreement for Financial Advisory Services, effective as of June 30, 2014 (the "Agreement"); and

WHEREAS, the Issuer and EHC 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 EHC, 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 September 15, 2015.

ESTRADA, HINOJOSA & COMPANY

By: _____
Noe Hinojosa, Jr., President

HIDALGO COUNTY

By: _____
Name: _____
Title: _____

ATTACHMENT A

APPENDIX A

For services rendered by Estrada Hinojosa in connection with the issuance of debt, our Best and Final Offer fee schedule for General Obligation Bond issues sold either competitive or negotiated will be as follows:

Base-fee - Any Issue - \$4,250

Plus \$ 10.00 per	\$1,000 up to	\$1,000,000	or	\$14,250 for	\$ 1,000,000	Bond Proceeds
Plus 5.00 per	\$1,000 next	1,500,000	or	21,750 for	2,500,000	Bond Proceeds
Plus 3.00 per	\$1,000 next	2,500,000	or	29,350 for	5,000,000	Bond Proceeds
Plus 2.00 per	\$1,000 next	5,000,000	or	39,350 for	10,000,000	Bond Proceeds
Plus 1.25 per	\$1,000 next	10,000,000	or	51,850 for	20,000,000	Bond Proceeds
Plus .95 per	\$1,000 anything over	20,000,000				

Revenue Bond or Certificate of Obligation or Refunding Issues -- Fees shall be the amount shown above plus a 20% additional charge.

For any financial assistance secured from a Federal or State Agency the fee for such issue shall be 140% of the above fee schedule for debt or grants received from such agencies

At the time that Debt Instruments are delivered, Estrada Hinojosa will bill the County for each issue of Debt Instruments an amount which will include the fee calculated on the above schedule as well as third party invoices and fixed costs and expenses allocated to a bond sale(s) on a per issue basis, where applicable, incurred on behalf of the County for the following items, if applicable:

Third-Party Invoices*

- | | |
|--|--------------------------|
| -Bond Counsel fees and expenses | -Verification Agent Fees |
| -Bond rating fees | -Credit enhancement fees |
| -Paying Agent/Registrar/Trustee fees | -Attorney General fees |
| -Other third-party invoices, if applicable | |
| -Underwriter and Underwriter's counsel (negotiated sales only) | |

Fixed Fees

- Preparation of an Official Statement (POS and FOS) fixed at \$6,500 per document
- Preparation of a Notice of Sales / Uniform Bid Form fixed at \$2,500 per series
- Travel expenses fixed at \$5,000 per sale unless a different fixed amount is negotiated and approved by Commissioners Court prior to issuance.
- Miscellaneous expenses (including messenger, overnight delivery, photocopying, postage and telephone) fixed at \$2,500 per sale unless a different fixed amount is negotiated and approved by the Commissioners Court prior to issuance.

Approved by Court – Amounts for Computer Structuring to be approved by Commissioner's Court prior to each issuance.

Our fees and expenses are contingent upon the County receiving funds and payable only to Estrada-Hinojosa from proceeds delivered at closing. Expenses are borne by the Firm until the closing in accordance with the contract between the County and Estrada Hinojosa.

* Supporting documentation (e.g., copies of checks and/or paid invoices) will be required.

We understand that the County may require considerable assistance on an ongoing basis. Estrada Hinojosa will charge an annual retainer fee of \$30,000 plus reimbursement of reasonable out-of-pocket expenses. This retainer fee covers ongoing financial advisory services provided to the Issuer as set forth in Section III of the contract, in addition to any professional fees charged in connection with the issuance of debt. In the event the work performed under Section III results in the issuance of debt, the annual retainer fee will be waived if the fee charged for the bond transaction is in excess of \$30,000 during that calendar year.