

STATE OF TEXAS

COUNTY OF ERATH

AMENDMENT NO.2  
TO THE CONTRACT ("Contract") BETWEEN  
STEPHENVILLE INDEPENDENT SCHOOL DISTRICT AND  
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

WHEREAS, on August 21, 1989, the Stephenville Independent School District (hereinafter "School District") approved a Contract between STEPHENVILLE INDEPENDENT SCHOOL DISTRICT and the law firm of Calame, Linebarger and Graham (now known as Linebarger Goggan Blair & Sampson, LLP and hereinafter FIRM"); and

WHEREAS, Texas Property Tax Code Section 33.11 was amended by the Seventy Ninth Legislature by Act effective September 1, 2005, to provide that certain taxes may incur an additional penalty to defray costs of collection;

NOW THEREFORE, by execution of this Amendment No. 2, the Contract is amended hereby as set forth below.

I.  
PURPOSE

The following language is hereby substituted for Section I of the Contract:

School District agrees to employ and does hereby employ FIRM to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest, on behalf of STEPHENVILLE INDEPENDENT SCHOOL DISTRICT, with STEPHENVILLE INDEPENDENT SCHOOL DISTRICT, owing to STEPHENVILLE INDEPENDENT SCHOOL DISTRICT, provided taxes owed to the Client shall become subject to this agreement upon the following, dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the FIRM is at the request of Client's Tax Assessor-Collector
- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or
- (e) In the case of tangible personal property, on the 60<sup>th</sup> day after the February 1 delinquency date; or
- (f) On July 1 of the year in which the taxes become delinquent.

**II.**  
**EFFECT OF THE AMENDMENT**

By execution of this Amendment No. 2, the Contract is amended. No other sections, provisions, clauses or conditions of the Contract are waived or changed hereby and they shall all remain in full force and effect throughout the term of the Contract and any duly authorized extensions.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of the Stephenville Independent School District and of Linebarger Goggan Blair & Sampson, LLP do hereby agree and append this Amendment No.2 to the Contract dated August 21, 1989.

EXECUTED THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2016

STEPHENVILLE INDEPENDENT  
SCHOOL DISTRICT

LINEBARGER GOGGAN BLAIR  
& SAMPSON, LLP

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Partner