

UTILITY SERVICE PAYMENT AGREEMENT

THIS AGREEMENT is between *the Hidalgo County WIC Program* and *Nuestra Clinica Del Valle, Inc.* hereby known as *Nuestra Clinica*.

RECITALS

1. Both the Hidalgo County WIC Program and Nuestra Clinica occupy space at the Rio Grande City building located at 600 North Garza Street, Rio Grande City, Starr County, Texas 78582, which building shall hereinafter be referred to as the "Rio Grande City Building."

2. The Hidalgo County WIC Program and Nuestra Clinica are, and at the time the parties entered into this Agreement, the only two tenants of the Rio Grande City Building.

3. The Hidalgo County WIC Program occupies 36.53% of the total square footage of the Rio Grande City Building.

4. Nuestra Clinica occupies 63.47% of the total square footage of the Rio Grande City Building.

5. At the time the parties entered into this Agreement, only one electric utility usage meter exists for the Rio Grande City Building.

TERMS OF AGREEMENT

IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, including the recitals set forth above, the parties agree as follows:

1. The Hidalgo County WIC Program and Nuestra Clinica agree to share responsibility for the fees for electric utility service at the Rio Grande City Building on a basis proportionate to the percentage of square footage each party occupies in the shared building. Thus, Nuestra Clinica will be responsible for 63.47% and the Hidalgo County WIC Program will be responsible for 36.53% of said electric utility service fees. The parties agree to the aforementioned allocation or responsibility, and such allocation may not be altered unless the provisions controlling Agreement modification are followed.

2. Nuestra Clinica will be the party actually responsible for submitting payment for electric utility service fees.

3. The portion of the electric utility service fees for which the Hidalgo County WIC Program is responsible shall be due within 10 days upon presentation of the electric utility service statement, or copy thereof and mailed to Nuestra Clinica Del Valle, P.O. Box 1689, Pharr, Texas 78577. Presentation may be effected by personal delivery, email, regular mail, or any other method that is intended to reasonably notify the Hidalgo County WIC Program's agent of the amount due.

4. The portion of the electric utility service fees for which the Hidalgo County WIC Program is responsible shall be submitted to Nuestra Clinica in the form of a company check or money order.

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Among the Nuestra Clinica and the Hidalgo County WIC Program

5. The portion of the electric utility service fees for which the Hidalgo County WIC Program is responsible shall be submitted to Nuestra Clinica via delivery to Lucy Ramirez or any other employee of Nuestra Clinica at a management level.

6. This Agreement is made according to the laws of the State of Texas. The parties expressly agree that this Agreement is governed by, and will be construed and enforced in accordance with Texas law.

7. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, representatives, successors, and assigns.

8. This Agreement contains the entire Agreement between the parties. No oral understandings, statements, promises, or inducements contrary to or consistent with the terms of this Agreement exist. This Agreement is not subject to any modification, waiver, or addition that is made orally.

9. This Agreement is subject to modification, waiver, or addition only by means of a writing signed by all parties. It shall remain in effect until termination by the parties hereto or their successors;

10. This Agreement may be executed multiple identical counterparts, each of which will be deemed an original for all purposes.

11. This Agreement may be amended from time to time only by written amendment signed by all signatories to this agreement.

12. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

13. In the event of breach of this Agreement, the non-breaching party shall be entitled to reasonable attorneys' fees related to the enforcement of this Agreement.

14. All parties agree that this Agreement is performable in Hidalgo County, Texas.

15. The term of this Agreement shall begin effective May 1, 2009.

The parties have executed this Agreement on the _____ day of June, 2009.

THE NUESTRA CLINICA

By: _____
LUCY RAMIREZ
EXECUTIVE DIRECTOR
NUESTRA CLINICA DEL VALLE, INC.,

THE HIDALGO COUNTY WIC PROGRAM

By: _____
NORMA LONGORIA
PROGRAM DIRECTOR.

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned Notary Public, on this day personally appeared LUCY RAMIREZ known to me to be the person whose name is subscribed to the attached Agreement. He acknowledged to me that he has executed the attached Agreement for the purposes and consideration expressed in the attached Agreement.

Subscribed and sworn to before me on this ____ day of _____, 2009.

Signature of Notary (seal)

My commission expires: _____

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STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned Notary Public, on this day personally appeared NORMA LONGORIA, known to me to be the person whose name is subscribed to the attached Agreement. He acknowledged to me that he has executed the attached Agreement for purposes and consideration expressed in the attached Agreement.

Subscribed and sworn to before me on this ____ day of _____, 2009.

Signature of Notary (seal)

My commission expires: _____