

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on January 1st 2009 ("commencement date") and ending on **December 31 st, 2009** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

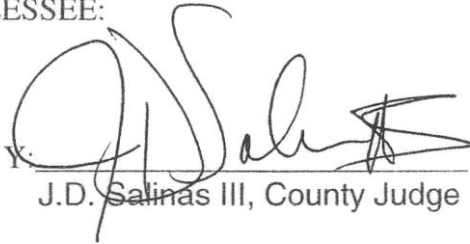
1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, This Lease Agreement may be renewed by the LESSEE with a two term renewal option at a 5% increase based on the same terms and conditions listed above. After the initial one (1) year lease term, should LESSEE opt to renew the Lease, then LESSEE shall pay LESSOR an increase of five percent (5%) each year in the total LEASE price.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at anyone time.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day
of _____, 2009

LESSEE:



J.D. Salinas III, County Judge

By: d~
Teresa Flores, Executive Director


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LESSOR:

BY v2d;~
Victor R. Garza, Treasurer

ATT~ST: ~ ~
BY: ~ < ; t ; ; : - - " , , - , ~ ~ ~ V

rturo Guajardo, J.,
Hidalgo County Clerk


APPROVED AS TO FORM:
BY: _____
Hon. Ricardo Gortrale
Oxford & Gonzalez, Attorney
for Hidalgo County Head Start Program

By: Wi^{Lf}
By: Stephen Crain
Atlas & Hall, LLP
Attorney for Hidalgo Country

Date Approved by Policy Council: 1/21/09
Date Approved by County Commissioner: 1/28/09

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