

McAllen Levcac, LLC.

License Agreement for Temporary Space-Marketing/Promotional Activity

This License Agreement made as of this _____ day of _____, 2010 by and between the parties identified in Section 1 as "Licensor" and "Licensee" upon the terms and conditions hereinafter set forth.

WITNESSETH

In Consideration of the payments of the charges and fees provided for herein and the covenants and conditions hereinafter set forth, Licensor and Licensee hereby covenant and agree as follows:

Section I. Fundamental Provisions

1. Parties.

"Licensor" Name: MCALLEN LEVCAL, LLC.

"Licensee" Name: Hidalgo County Health Department

Contact Name: Judge Rene Ramirez

Address: 1304 S. 25th Street City: Edinburg State: Texas Zip: 78539 Phone: 956-318-4226 or 916-650-7163 cell

2. Leased Premises.

Location: Suite A-7, as set forth in Exhibit "A" attached.

DESCRIPTION OF LOCATION: Licensor hereby grants to Licensee, a non-exclusive license to occupy and use, subject to all the terms and conditions set forth herein located within Licensor's Shopping Center at the location shown on Exhibit A.

3. Term.

Commencement Date: 5/08/2010 Expiration Date: 5/08/2010

Set-Up Time: 10:30 AM Tear Down Time: 4:30 PM

Licensor shall have the option to cancel this License Agreement upon twenty-four (24) hours notice for any reason whatsoever, in Licensee's sole discretion. Additionally, Licensor, at Licensor's sole discretion, reserves the right to relocate the Leased Premises within the Shopping Center.

4. Permitted Use.

Licensee shall use the premises solely for the purpose of conducting the business described and for no other purpose unless agreed to in writing by the Licensor: For the use of public health vaccination clinic, administering the H1N1 nasal spray or vaccine free of charge to the general public.

5. Hours of Operation.

Licensee will adhere to the following hours of operation: 11:00am to 4:00pm

6. Deposit: N/A

A Deposit is required upon execution of the License Agreement. Licensor hereby acknowledges receipt of -0- which Licensor is to retain as security for the faithful performance of all covenants, conditions, and agreements of the License Agreement. Such Deposit shall not constitute final payment of any fees. The Deposit shall be deducted from the MINIMUM FEE following the expiration of the Term, provided Licensor is not in default under any of the terms of the License Agreement.

7. Minimum License Fee.

Minimum Fee: 0.00 to be paid on or before May 1, 2010:

8. Additional Charges.

The following Additional Charges are due and payable on or before the Commencement Date:

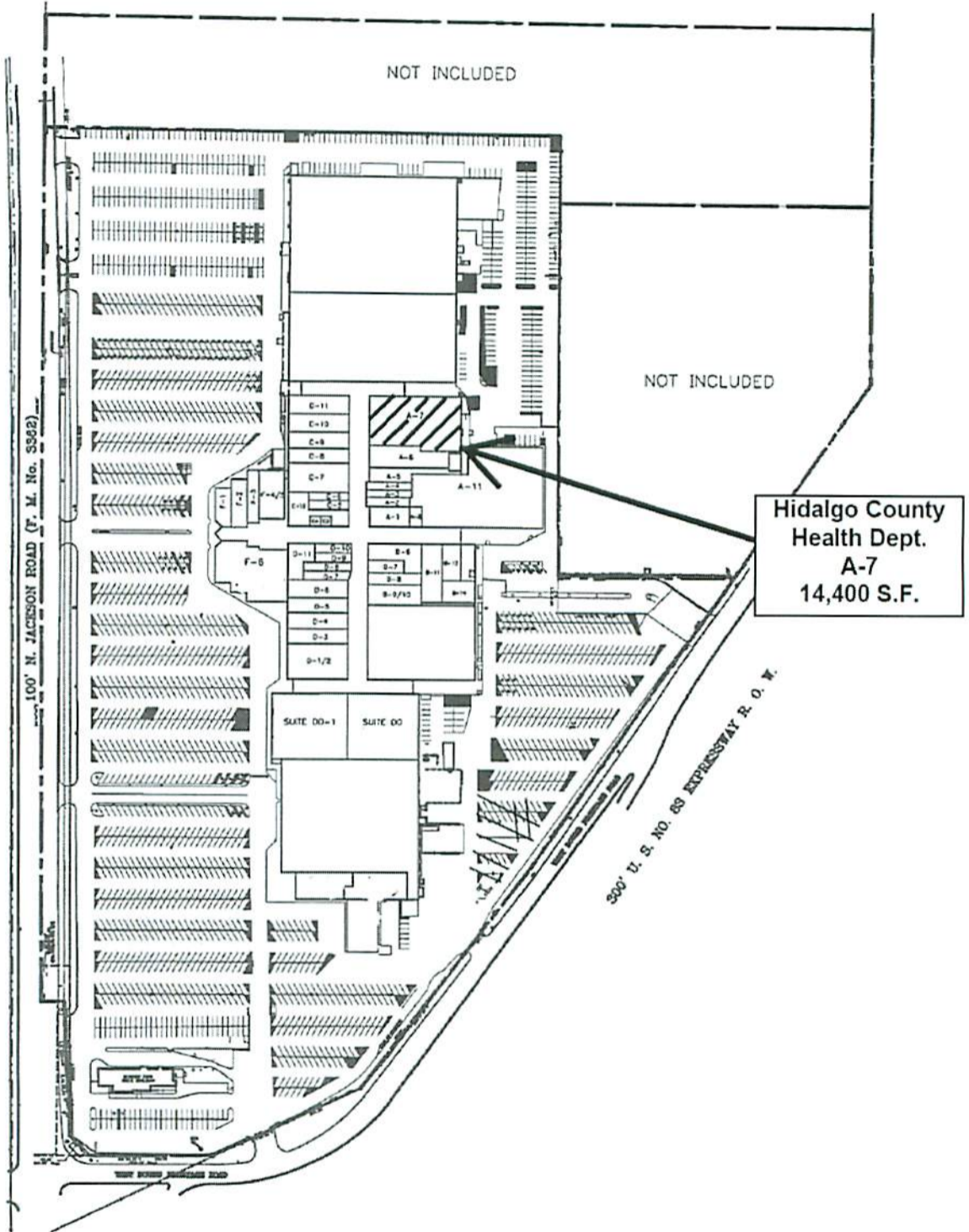
Storage Fee: 0.00
Utilities: 0.00
Other: 0.00

MAIL PAYMENTS TO THIS ADDRESS:
MCALLEN LEVCAL, LLC.
c/o Levcor, Inc.
9660 Katy Freeway, Houston, TX 77055

LICENSOR: By: <u>McAllen Levcac, LLC.</u> Signature: _____ Print Name: _____	LICENSEE: Signature: _____ Licensee Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Business Phone: _____ : Fax: _____ E-Mail Address: _____ Tax ID# _____ or SSN _____ Date: _____
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1. **Occupancy.** Licensee shall occupy the Leased Premises upon commencement of the term and thereafter will continuously occupy the Leased Premises solely for the permitted use and for no other purpose whatsoever, during all the Shopping Center hours as determined by the Licensor.
2. **Insurance.** Co-Holder: Licensee shall procure and continue in force from and after the date Licensee takes possession of the premises, and continuing through the expiration date of this Agreement, comprehensive general liability insurance in the total amount of One Million Dollars (\$1,000,000), in a combined single limit as follows: Bodily injury and property damage and Workers' Compensation Insurance in accordance with statutory law and employers' liability insurance with a limit of not less than \$100,000 per accident and \$500,000 disease policy limit and \$100,000 disease limit for each employee. Such insurance policy shall be issued in the names and for the benefit of the Licensor, its designee(s) and Licensee by an Insurance Company licensed to do business in the state where Licensor is located. Licensee shall deliver to Licensor certificates or memoranda of insurance evidencing such insurance prior to the date Licensee occupies the premises. Such insurance may not be canceled except upon thirty (30) days written notice to the Licensor. The minimum limits of the insurance coverage to be maintained by Licensee hereunder shall not limit Licensee's Liability under this License Agreement. The following parties are to be named as certificate holder and additional Insureds: MCALLEN LEVCAL, LLC. and Levcor, Inc
3. **Licensee Operations.** Licensee agrees that Licensor has made no representations, warranties or guarantees regarding the success or failure of Licensee's business or operations or with respect to projected or anticipated gross sales or profits under this License Agreement. Licensee acknowledges that Licensor has made no representations concerning the possibility of the extension or renewal of the Term beyond the period set forth herein. Licensee agrees that any and all merchandise, display equipment and other items will remain in the confines of the Leased Premises. Licensee agrees to strictly adhere to the rules, regulations and policies of both the Shopping Center and Licensor (as set forth in this document), which are subject to change, revision and modification at anytime.
4. **Signage.** All signage must be of professional quality and approved by the Licensor prior to the Commencement Date. If the Licensee has an in-line location, it must supply its storefront with a standard foam core sign. Banner and hand-written signage is not permitted. Licensee reserves the right to remove, alter or relocate signs at Licensor's sole discretion and without consequence from Licensee or event participants.
5. **Visual Merchandising.** The Licensee shall comply with the visual merchandising standards of Licensor and is required to submit a visual merchandising plan for approval. The Licensee understands and agrees to implement visual merchandising recommendations of the Licensor and change visual merchandising presentation as requested by the Licensor. Licensor reserves the right to approve and make recommendations and/or changes to Licensee's visual presentation and display of merchandise.
6. **Tenant Records and Statement of Sales.** For the purpose of permitting verification by Licensor of any amounts due as **ADDITIONAL RENT**, Licensee agrees to record all sales, at the time each sale is made, whether for cash or credit in a (point of sale) cash register containing cumulative tapes or other cumulative record of sales transactions. Sales are to be reported to the Licensor by 12:00 noon on Monday each week on the forms supplied to Licensee by Licensor. Licensor shall have the right to audit Licensee's sales not more frequently than **TWICE PER TERM**. If Licensee understates its sales by more than 2%, Licensor has the right to terminate Agreement upon 24 hours notice. In this event, Licensee shall remain liable for any and all moneys due pursuant to the terms of the License Agreement. **A \$50.00 late fee will be charged if sales figures are not provided on time.**
7. **Indemnity by Licensee.** Licensee shall indemnify, hold harmless, and defend Licensor from and against any and all claims, actions, damages, liability, and expenses, including but not limited to, attorney fees and other professional fees in connection with the loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by the Licensee of the Leased Premises or any part thereof, or any other part of the Shopping Center occasioned wholly or in part by any act or omission of Licensee, its officers, agents, contractors, employees, licensees or invitees within the Leased Premises.
8. **Damage to Premises.** Licensee shall be liable for all damages to Leased Premises and, upon demand, shall reimburse Licensor for the cost of the repair of the Leased Premises (inclusive of Licensor's units) or any other damage elsewhere within the Shopping Center caused by or arising from the installation or removal of property from the Leased Premises or from the removal of Licensee's property upon the expiration or earlier termination of this License Agreement.
9. **Late Payments and Returned Checks.** A late fee of \$50.00 will be enforced if rent payments are not paid according to the terms. Licensee required to pay a service charge of \$25.00 on all returned checks.
10. **Assignment and Subletting.** Licensee shall not sell, assign, mortgage, pledge or transfer this License Agreement or any interest therein, nor sublet all or any part of the Leased Premises, nor license concessions or departments therein, without Licensor's prior written approval, which may be withheld at Licensor's sole and absolute discretion.
11. **Liability.** There shall be no personal liability of Licensor with respect to this License Agreement. If a breach by Licensor occurs, Licensee shall look solely to the equity of Licensor in the Shopping Center for the satisfaction of Licensee's remedies.
12. **Terms of Agreement.** This License Agreement contains all of the covenants, promises, agreements, conditions, and understandings between Licensor and Licensee. There are no other, either oral or written, between the parties other than those set forth in this License Agreement.
13. **Permits.** If there are any licenses, authorizations, or permits required by any governmental agency or authority for the type of activity to be carried on at or for the use of the Leased Premises, Licensee shall be responsible for obtaining such. No unlawful activities shall be permitted in the use of the Leased Premises. The consumption or sale of alcoholic beverages on or from the Leased Premises shall not be permitted.
14. **Removal.** Licensee shall at the termination or earlier revocation of this License Agreement remove its goods and effects, repair any damage caused by such removal, and peaceably yield up the Leased Premises in clean and good order, repair and condition. Personal property of Licensee not removed within two (2) days of such termination or earlier revocation shall become the property of Licensor, and Licensor's option without liability to Licensee therefor.
15. **Hazardous Material.** Licensee shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Leased Premises.
16. **Maintenance of Leased Premises.** Licensee shall maintain, at its sole cost and expense, the Leased Premises in good condition and make all necessary replacements and repairs to the Leased Premises except for structural repairs. All display materials must be removed from Shopping Center at close of event unless prior arrangements are made with Licensor. All trash must be removed by Licensee and deposited in compactors located in exterior Shopping Center service courts. Trash is not to be left on Shopping Center concourse or in trash receptacles on the Shopping Center concourse.
17. **Display.** No exhibit or backdrop shall exceed 6' in height. Exhibits must maintain a minimum 15' clearance from any kiosk located permanently on the Shopping Center concourse. Clear access of at least 10' must be maintained on all sides of any exhibit or display. All tables must be professionally draped to the floor on all visible sides. Card tables are not permitted. Tables and skirting may be leased from the Licensor for a fee. Carpeting and electrical cords must be secured to the floor using only cloth-backed (duct) tape. Any electrical cords that transverse a walkway must be secured in a cord cover. Licensee must provide its own electrical cords.
18. **Vehicles.** Vehicles are permitted within the Shopping Center areas for display purposes only. No vehicles are permitted inside Shopping Center areas without the express written consent of Licensor. Fuel tanks of display vehicles are to be filled to no more than ¼ of tank capacity. Batteries must be disconnected; absorbent pads in protective pans must be placed beneath oil pans and protective mats must be placed under tires and tongues. Licensee must provide all mats, pads and pans. Use of spray waxes is strictly prohibited.
19. **Staffing.** Exhibits and displays must be staffed during all Hours of Operation.
20. **Music.** Use of projected sound via any electronic device will be strictly monitored by Licensee. Volume must be kept at a level acceptable to Licensor, in Licensor's sole discretion, so as not to disturb other exhibitors, tenants, or patrons of the Shopping Center.
21. **Prohibitions.** The following are strictly prohibited by Licensor: Smoking is prohibited within the building except in areas so designated by Licensor, at Licensor's sole discretion. Loud or abusive language, cooking, and suggestive materials of a mature subject matter are not permitted at display areas. Licensee may not promote specific religious, political or social views in any way whatsoever. Solicitation is prohibited. Licensee may not use food court chairs, Shopping Center benches and fountain areas in or as part of display areas.
22. **Other Restrictions.** Shopping Center office and Guest Services will not page or deliver messages to exhibitors except in emergency situations. Licensee has designated limited parking areas for campers, mobile homes, trailers, etc. Vehicles must be parked not less than two spaces from access road. No electricity or water is available.

EXHIBIT A
SITE PLAN



Landlord / Tenant

