

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., referred to in this Lease as “Lessor”, and **THE COUNTY OF HIDALGO**, referred to in this Lease as “Lessee.”

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises" and are deemed for the purposes of this Lease to contain 23, 600 square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a two (2) year term commencing on the date of occupancy by Lessee (the “Commencement Date”) and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee’s option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of

terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the Premises for the price of Two Million Eight Hundred Fifty Thousand No/100ths Dollars (\$2,850,000.00) (the "Option Price"). Such Option to Purchase may be exercised at any time after the Commencement Date of this Lease by Lessee giving sixty (60) days notice to Lessor, such notice evidenced by an executed Earnest Money Contract delivered to Lessor, an unsigned copy of which is attached hereto as Exhibit "C" (The "Purchase Contract"). All Base Rent paid by Hidalgo County through the date of closing (as defined in the Purchase Contract) in accordance with this Lease shall be credited toward the Purchase Price (as defined in the Purchase Contract).

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when

restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

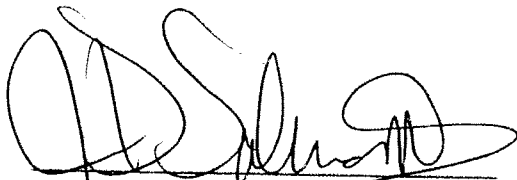
15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 09/04 2009.

HIDALGO COUNTY




Juan D. Salinas, III, County Judge



ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

COMPANY:

**Edinburg Real Estate Network
Inc.**



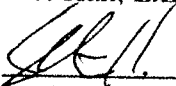
Printed Name: Oscar Cortez, M.D.

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EARNEST MONEY CONTRACT

(Unimproved Property)

Seller: HIDALGO COUNTY, TEXAS
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Purchaser: _____

Title Company: _____

Escrow Agent: _____

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of _____ and ____/100ths Dollars (\$_____.__) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of \$____,000.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The

Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller _____ (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Seller's written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required

under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land

lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period of ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

ARTICLE V

CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided.

ARTICLE VI

ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

ARTICLE VII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

ARTICLE VIII

[Intentionally Omitted]

ARTICLE IX

LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

ARTICLE X

ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

ARTICLE XI

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XII

REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other that no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property.

ARTICLE XIII

MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will

be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

ARTICLE XIV

CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 200__.

SELLER:

COUNTY OF HIDALGO

By: _____
J.D. Salinas, County Judge

PURCHASER:

Printed Name: _____

Receipt of a fully executed Contract and \$ _____ .00 Earnest Money in the form of a
_____ are hereby acknowledged this _____ day of
_____, 200__ at _____, _____ .M.

ESCROW AGENT:

By: _____

Seller and Purchaser designate the following named attorneys to represent their
respective interest herein:

SELLER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

BUYER'S ATTORNEY:

