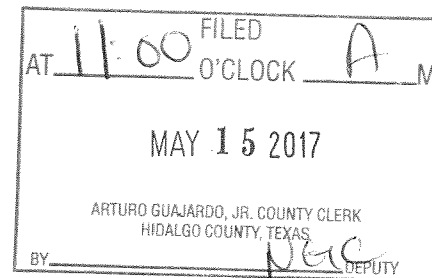


THE STATE OF TEXAS §  
                                                          §  
COUNTY OF HIDALGO §



**LEASE**  
**C-17-048-04-18**

THIS LEASE is made and entered into by and between BIC Development Corp., 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." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

**ARTICLE 1. TERM**

**Term of Lease**

1.1 Except as otherwise herein provided, the term of this Lease shall commence on **May 2, 2017** and shall terminate on **September 30, 2017** unless sooner terminated as provided herein 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 this Lease for a five (5) one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2 or 1.4 hereof; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

## **Holdover**

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

## **Termination**

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon

**THE UNDERSIGNED** Lessor and Lessee execute this Lease Agreement on the  
day of \_\_\_\_\_, 2017.

**HIDALGO COUNTY**

Ramon Garcia  
By: Ramon Garcia, County Judge

**BIC Development Corp.**  
[Signature]  
By: Richard Garza, President

**APPROVED AS TO FORM:**  
Atlas, Hall & Rodriguez, L.L.P.

[Signature]  
By: Stephen L. Crain

**ATTEST:**

[Signature]  
By: Arturo Guadalupe, County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 4/18/17 [Signature]

