

LEASE

THIS LEASE is made and entered into by and between **Mujeres Unidas/Women Together Foundation, Inc.**, a Texas Non-Profit Corporation with offices in Hidalgo County, Texas, referred to in this Lease as Lessee, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessor.

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. These premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be twenty-(20) years commencing on December 19, 2000 (the "Commencement Date") and ending on December 18, 2020 (the "Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof.

Renewal or Termination

1.2. Lessor and Lessee shall mutually have the right and option to renew and extend the term of this Lease for an additional twenty (20) year period. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the

extended in accordance with this Article 1.2, 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 tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.3 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Either party to this Lease may declare this Lease, and all rights and interest created by it, to be terminated upon giving the other party sixty (60) days written notice. Upon a party's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a yearly rental equal to twelve hundred U. S. Dollars (\$1,200.00), payable in monthly installments of \$100.00 each, on or before the first day of the calender month during the term.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee yearly in advance.

Taxes

2.4 To the extent the Property is assessed for ad valorem taxation purposes, Lessee is responsible for rendering and paying all real estate taxes on the Property.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for construction and operation of emergency shelter and programs for women and children who are victims of family violence and sexual assault in furtherance of its charitable purposes as defined in its proposal for lease of property dated November 1, 2000, a copy of which proposal is attached as Exhibit B.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

Construction of Facility.

4.1 Lessee shall construct a Community Building on the Leased Premises (the "Facility"), as more particularly described in the plans and specifications for such facility which shall be attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. All construction of the Facility shall be at Lessee's sole cost and expense, and, unless otherwise specifically noted in Exhibit "C", all components of the Facility, when constructed and ready for occupancy by Lessee, shall become the property of Lessor upon the termination of this Lease. Lessee shall maintain the Facility, and all other leasehold improvements and personal property of Lessee, in good order and repair during the term hereof. Lessee may make any structural or nonstructural alternations to the Facility with the prior written approval of Lessor, provided all such alterations are in conformity with Lessor's architectural and landscaping standards. All work of Lessee on the Leased Premises shall be completed in a workmanlike manner, in compliance with all applicable laws, codes, ordinances, rules and regulations. Lessee shall substantially complete (as herein defined) the Facility on or before the Completion Date (as defined below). However, if Lessee is delayed in the construction of the Facility caused by strike, governmental restriction, acts of God, unavoidable delay, casualty, unavoidable labor or material shortage, or changes in the plans and specifications for the Facility, each beyond the reasonable control of Lessee, then the date for substantial completion of the Facility shall be extended, but only for the time reasonably necessary to cure such delay and only if Lessee delivers Lessor written notice of the cause of such delay and the number of days involved, no later than the fifth (5th) business day following the end of such delay. The term "substantially completed" shall mean that the Facility, as shown on the plans and specifications to be attached hereto as Exhibit "C", has been

occupancy or similar certification by the City of McAllen and other governmental entities with jurisdiction over the occupancy of convenience store facilities.

Time for Completion, etc.

4.2 As used in this Lease, the term "Completion Date" shall mean the _____
_____ (____th) day following issuance of a building permit for the Facility by
the City of McAllen. In connection with the design and construction of the Facility, Lessee
shall cause to be prepared detailed plans and specifications for the construction of the
Facility, which plans and specifications shall be completed and approved by Lessor no
later than the _____ (____th) day after the Effective Date of this Lease, and shall,
not later than the _____ (____th) day after the Effective Date of this Lease, file the
necessary forms and documents with the City of McAllen to apply for a building permit.
Lessee shall have sixty (60) days from and after the date on which it completes its
application for a building permit , to obtain a building permit from the City of McAllen. In
the event that Lessee fails to either (i) apply for a building prmitt, or (ii) receive a building
permit, within the time specified in this paragraph, Lessor may, in its sole discretion,
terminate this Lease by written notice to Lessee, which notice shall be given not later than
the fifth (5th) business day following the expiration of the applicable period. In the event
this Lease is terminated pursuant to this paragraph, the parties shall be released from
any and all liability to each other hereunder.

The Lessee shall keep the Leased Premises in a good, clean condition and shall, at its sole cost and expense, make all needed repairs and replacements. Lessor shall be permitted, from time to time, during regular business hours, and with or without notice to Lessee, to inspect the condition of the Leased Premises, and all improvements and personal property of Lessee located thereon. In the event that Lessor determines, in its sole discretion, that Lessee has failed to meet its obligations to repair and maintain the Leased Premises, Lessor shall give Lessee written notice of the specific repairs or replacements which are necessary to bring the Leased Premises, and Lessee's improvements and personal property located thereon, into compliance with Lessor's requirements. In the event Lessee fails to commence repairs and replacements within ten (10) business days of receipt of Lessor's notice, or fails thereafter to diligently prosecute the completion of such repairs or replacements, then Lessor, in addition to any other remedy which Lessor may have hereunder, or at law or in equity, may enter upon the Leased Premises and to make the necessary repairs and replacements, at Lessee's cost and expenses. Lessee shall reimburse Lessor for all sums paid by Lessor for the repair or replacements undertaken by Lessor pursuant to the preceding sentence, together with reasonable additions for overhead and supervision, on or before the tenth (10th) business day following receipt by Lessee of an invoice therefor. In addition, in the event of repeated failures of Lessee to maintain the Leased Premises in a good, clean condition and to make needed replacements and repairs, Lessor may, in its sole discretion, establish a reasonable escrow requirement and require Lessee to pay, monthly and in addition to rentals and other payments provided hereunder, a monthly maintenance fee to be applied by Lessor against sums advanced on behalf of Lessee to maintain the Leased Premises.

4.4 Lessee shall, at all times, keep the fee estate of the Leased Premises and any structures or improvements constructed thereon free of mechanics' and materialmen's liens arising by reason of any work, labor, services or materials supplied or claimed to have been supplies to Lessee or to anyone holding the Leased Premises or any part thereof through or under Lessee. In the event Lessee uses a general contractor to perform construction work within the Leased Premises, Lessee must, prior to the commencement of such work, require such general contractor to execute and record a Bond to Pay Claims (the "Bond") in accordance with Chapter 53, Subchapter I of the Texas Property Code, as such may be amended, superseded or replaced from time to time, and must deliver a copy of the recorded Bond to Lessor. The delivery of the Bond withing the time period set forth above is a condition precedent to Lessee's ability to enter on and begin its construction work at the Leased Premises.

ARTICLE 5. UTILITIES

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. INTENTIONALLY OMITTED

7.1 Lessee has the right at all times to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on, or about the Leased Premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures as the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the Leased Premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the Premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty (30) days after Lessee has surrendered possession of the Premises.

Signs

7.2 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. INTENTIONALLY OMITTED

Property Insurance

9.1 Lessee shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessor. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessee, which sum Lessee shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of

prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessee under this Lease; or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Damage or Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within sixty (60) working days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence; provided however, that Lessee shall remove the destroyed or partially destroyed portion of the Building and will restore the Leased Premises to its original condition, at its sole cost and expense.

Partial Damage

10.3 If the Leased Premises should be damaged by fire, tornado, or other

within sixty (60) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessee shall, at Lessee's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall not be adjusted. In the event that Lessor should fail to complete such rebuilding or repairs within three (30) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by

if the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this

Lessor's Lien

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any manner affect, the statutory landlord's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding paragraph, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee.

12.3 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns,

without the written consent of Lessor, Lessor may, at its option, declare this Lease 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 his Lease.

ARTICLE 14. INTENTIONALLY OMITTED

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

County of Hidalgo
Attn: José Eloy Pulido, County Judge
P.O. Box 1356
Edinburg, Texas 78540

Lessee:

Mujeres Unidas/Women Together Foundation, Inc
Estelita De Anda, Executive Director
420 N. 21st. Street
McAllen, Texas 78501

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

15.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this.

Texas Law to Apply

15.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

15.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

15.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

15.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

15.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that

or otherwise.

Attorneys' Fees and Costs

15.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

15.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor 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.

10.11 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 agreement.

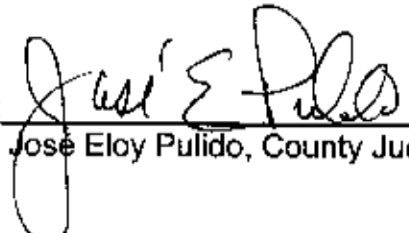
THE UNDERSIGNED Lessor and Lessee execute this Lease on the 29th day of December, 2000.

LESSOR:

THE COUNTY OF HIDALGO


ATTEST:


Juan D. Salinas, III, County Clerk

By: 
Jose Eloy Pulido, County Judge

LESSEE:

Mujeres Unidas/Women Together
Foundation, Inc.

By: 
LUPE SILVA-ABOUD, Executive Director