

## LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into by and between the County of Hidalgo, Texas, with its principal business office located at 2818 S. Business Hwy 281, Edinburg, Texas 78539 ("Landlord") and PlainsCapital Bank, a Texas banking association, with its principal business office located at 2323 Victory Avenue, Suite 1400, Dallas, Texas 75219 ("Tenant") and is effective as of January 14, 2020.

Landlord owns that certain parcel of land located in Edinburg, Hidalgo County, Texas more particularly described on Exhibit A attached to this Lease and incorporated for the purposes of description ("Parcel"), as well as the building(s) (the "Building") located on the Parcel, commonly referred to by the street addresses listed on Exhibit A. The Parcel and the Building are collectively referred to as the "Premises."

Landlord wants to lease all of the rentable space in the Building, the Parcel and the personal property located on the Premises to Tenant for the Term (defined below) and for the stated Rent, and Tenant wants to lease the Premises from Landlord for the Term at the stated Rent, subject to the terms and conditions of this Lease.

For and in consideration of the mutual promises, representations and warranties contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Premises. Landlord leases the Premises and Landlord's personal property located thereon to Tenant, and Tenant leases the Premises and Landlord's personal property located thereon from Landlord.

2. Term. The term of this Lease (the "Term") begins on the effective date stated above (the "Commencement Date") and continues for a period of up to one hundred and eighty (180) days thereafter, unless sooner terminated as provided in this Lease. This Lease may be terminated by Tenant with respect to either or both Buildings at any time upon at least thirty (30) days prior written notice to Landlord, and the Base Rent (defined below) will be prorated per Building accordingly. Upon any such termination, the "Term" with respect to such Building (and the Parcel and Premises associated with such Building) shall automatically terminate, and the definitions of "Parcel" and "Premises" shall no longer include, respectively, the Parcel or Premises associated with such Building from and after the date of such termination.

3. Rent. Tenant agrees to pay Landlord rent during the Term in the amount of \$1.25 per square foot per month (the "Base Rent"), prorated for the actual number of days of each Building occupied by Seller in any partial month. The parties agree that the square footage of the Building located on Tract 1 is 24,003 square feet and the square footage of the Building located on Tract 2 is 8,500 square feet. Base Rent will be payable on or before the first day of each month during the Term, with payments to be made by wire transfer to the account of Landlord, personal delivery or mailing by U.S. Mail to Landlord's office, postmarked not later than the first day of each month during the Term. Tenant must pay all Base Rent timely, without demand deduction or offset, except as permitted by law or this Lease. If Tenant either fails to timely pay any amounts due under this Lease, or a Tenant check is returned three (3) times

during any lease year, Landlord may by written notice, require Tenant to pay all future amounts in cash or certified funds. This clause does not limit or replace any other remedies Landlord may have at law or in equity for the collection of Rent.

4. Operating Costs and Capital Expenditures.

A. Tenant will obtain, at its own cost, the following services with respect to each Building occupied by Tenant to the extent required by Tenant: (i) security systems, (ii) pest control, (iii) trash removal, (iv) bulbs for current interior and exterior lighting, (v) utilities, (vi) landscape maintenance (in substantially the same condition as it exists on the Commencement Date) and mowing, (vii) cleaning and janitorial services, (viii) all non-capital maintenance and repairs to the Building, the parking lot and its components, (ix) routine maintenance and repair of air conditioning, heating, and plumbing, and (x) insurance on Tenant's personal property located on the Premises.

B. Landlord will be responsible for all capital repairs and replacements (e.g., roof repairs and replacements of air conditioning and heating systems) necessary to maintain the Premises and its mechanical systems in substantially the same condition as existed on the Commencement Date; provided, that any capital repairs and replacements necessary as a result of an casualty will be handled under Section 20(C), and not this Section 4.

C. Tenant will reimburse Landlord for Tenant's Portion (defined below) of Landlord's actual out-of-pocket costs related to the following items: (i) real property and other ad valorem taxes, both general and special, assessed against the Premises by any taxing authority, (ii) premiums for the insurance policies maintained by Landlord pursuant to Section 20(A) below, and (iii) capital repairs and replacements described in Section 4(B) above performed, at Tenant's request or with Tenant's consent, during the Term. "Tenant's Portion" of the foregoing expenses shall be a percentage calculated as follows with respect to each Building: (i) with respect to taxes, the number of days that such Building is leased by Tenant in the applicable tax period divided by the total number of days in such tax period, (ii) with respect to insurance premiums, the number of days that such Building is leased by Tenant in the applicable policy period divided by the total number of days in such policy period, and (iii) with respect to capital repairs and replacements, the number of days that such Building is leased by Tenant from and after the day that such repair or replacement is completed divided by the useful life of such capital repair or replacement. The obligations in this paragraph shall survive the expiration or termination of this Lease.

5. Notice. All notices that this Lease requires one party to give to the other party must be written and sent by registered or certified mail, return receipt requested, postage pre-paid or by an express mail delivery service or by an electronic transmission, addressed to the party intended to be notified at the following addresses: (i) the notice address for Tenant is PlainsCapital Bank, c/o Hilltop Holdings Inc., 325 North St. Paul Street, Dallas, Texas 75201, Attn: Melissa Smith, and (ii) the notice address for Landlord is The County of Hidalgo, Texas, 2818 S. Business Hwy 281, Edinburg, Texas 78539, Attn: Valde Guerra, Hidalgo County Chief Executive Officer. Either party may, at any time or from time to time, notify the other in writing of a substitute address for that above set forth, and thereafter notices must be directed to such substitute address. Notice given in the manner set out in this paragraph is sufficient service and is deemed given as of the date received or the date on which delivery is first refused, as

evidenced by the return receipt of the registered or certified mail or the express mail delivery receipt, as the case may be. Notice may be given by email, or other electronic means mutually agreed by the parties if the current email address or other electronic means of communication of the Tenant and Landlord is communicated to the other parties in writing or included in this Lease.

6. Parking. All parking spaces available for parking on the Parcel are available for the exclusive use of Tenant and its employees, invitees and customers during the Term. The charge for use of the parking spaces is included in the Rent. Landlord agrees that Tenant may have any vehicle that is parked in any of the parking spaces without the consent of Tenant (other than a vehicle that is known by Tenant to be there at the request of Landlord for the purposes of performing maintenance, repair or other work on the Parcel or Premises) removed or towed from the Parcel, at the vehicle owner's expense. Tenant may allocate parking spaces to any sub-tenant to which Landlord has consented and approved, as may be agreed between Tenant and the approved sub-tenant.

7. Possession. Landlord covenants and agrees to place Tenant in peaceful possession of the Premises for the Term subject to the faithful performance of all terms, conditions and obligations imposed on Tenant by the terms of this Lease and timely payment of all Rent. Tenant, by taking possession of the Premises, acknowledges and agrees that the Premises are in satisfactory and acceptable condition; that it has inspected the Premises and is taking the Premises in an AS IS condition with all defects, latent or patent.

8. Use. Tenant may use the Premises for general office uses (including retail banking services) and may not use or permit the Premises to be used for any other purpose. Tenant agrees that it will not install or use any equipment within the Premises that is not consistent with Tenant's prior use of the Premises.

9. Compliance with Laws. Tenant agrees to and must observe all laws and governmental regulations applicable to its use of the Premises. Notwithstanding the foregoing, Landlord agrees to make any structural repairs or alterations to the Premises that may be required by law or governmental regulations. Tenant will not be obligated to make any improvement to the Premises.

10. Alterations by Tenant. Tenant agrees that Tenant will not make any alterations to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, or delayed. Painting interior walls does not require the prior written consent of Landlord. Landlord grants its consent to Tenant installing any security equipment that is required by applicable banking laws that Tenant in its sole discretion believes to be required for the operation of its business. The security equipment may include video equipment located both in the interior and exterior of the Premises and at locations within any drive through lane.

11. Hazards. Tenant may not use the Premises, nor permit them to be used, for any purpose that is inconsistent with Tenant's prior use of the Premises, or sell or permit to be kept, used, or sold in or about the Premises, any article that is inconsistent with Tenant's prior use of the Premises.

- a. Tenant must not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of the neighboring properties, nor may Tenant allow the Premises to be used for any purpose that is inconsistent with Tenant's prior use of the Premises.
- b. Tenant must not use any apparatus, machinery or device in or on the Premises that may make any noise or cause any vibration that is inconsistent with Tenant's prior use of the Premises.
- c. Tenant further agrees that Tenant must not install or construct within the Premises or Building electrical wires, water or drain pipes, machinery, or other permanently installed devices, including alarm systems, private music systems, or special ventilation, without the prior written consent of Landlord which consent will not be unreasonably withheld, or delayed. Any modifications or additions to which Landlord has consented must be performed to the standards and within the rules of any applicable laws, regulations or ordinance of any applicable governmental authority.

12. Care of the Premises. Tenant agrees to maintain the Premises and to keep it in a clean condition, and to promptly perform any repairs that are allocated to Tenant in this Lease, ordinary wear and tear, damage caused by casualty, and condemnation excepted.

13. Liability. (a) Tenant agrees to indemnify, defend and hold Landlord harmless from any and all loss, cost, damage and/or expense (including reasonable attorneys' fees and court costs) arising out of any third party claims asserted against Landlord for injury to persons or damage to property occurring on the Premises during the Term, to the extent arising out of the negligence or willful misconduct of Tenant, its agents, employees or contractors; (b) Landlord agrees to reimburse and indemnify, defend and hold Tenant harmless from any and all loss, cost, damage and/or expense (including reasonable attorneys' fees and court costs) asserted against Tenant that arises out of any third party claims for injury to persons or damage to property occurring on the Premises during the Term to the extent arising out of the negligence or willful misconduct of Landlord, its agents, employees or contractors. To the extent that Landlord is unable, for any reason, to indemnify Seller as set forth above, Landlord agrees to reimburse Seller upon demand for the full amount of all such losses, costs, damages and/or expenses incurred or suffered by Seller and Seller's costs and expenses, including reasonable attorneys' fees and expenses, to defend against any such third party claims.

14. Landlord's Right to Inspect. Tenant agrees to permit Landlord and its authorized representatives to enter the Premises at all reasonable times approved by Tenant. Landlord must give Tenant no less than twenty-four (24) hours prior written notice of an entry into the Premises for the purpose of inspection; for the making of any necessary repairs for which the Landlord is responsible or necessary for the safety and preservation of the Premises; for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority; and for planning for any improvements contemplated by Landlord after the termination of this Lease. Landlord agrees to comply with any applicable banking laws relating to security and privacy during any inspection of the Building. Landlord agrees to schedule any inspections, repairs or work at a time acceptable to Tenant that will minimize any disruption to Tenant.

15. Fixtures and Personal Property. Any trade fixtures, equipment, or personal property that is installed in or attached to the Premises by or at the expense of Tenant (other than the “Personal Property” as defined in that certain Purchase and Sale Agreement dated as of January 14, 2020, between Landlord and Tenant, which is the property of Landlord and will remain with the Premises) are and remain the property of Tenant. Landlord agrees that Tenant may remove Tenant’s property prior to the expiration or termination of this Lease. Tenant agrees that it will, at its expense, repair all damage of any kind inflicted on the Premises by the removal of its trade fixtures, equipment, or other personal property. Tenant is authorized to retain the signs on the Building or the Parcel identifying its business name and logo. All signs must meet applicable governmental rules, regulations, and ordinances.

16. Repairs and Maintenance. Landlord agrees that it will maintain and keep the following in good condition and repair during the Term: (i) the parking area described in Section 6, (ii) the landscaping located on the Parcel, (iii) the Building in which the Premises are located, excluding interior painting, carpeting, lighting fixtures, fixtures brought into the Premises by Tenant, and any damage or repair to the plumbing or electrical systems caused by Tenant or its employees or guests.

Tenant must make any repairs or replacements necessitated by damage caused by the Tenant or its employees, agents, invitees, or visitors. If Tenant fails to make any repairs or replacements caused by it or its employees, agents, invitees or visitors promptly, Landlord may, at its sole option, make the repairs or replacements after at least thirty (30) days prior written notice to Tenant. Tenant must reimburse Landlord the reasonable cost of the repairs or replacements within ten (10) days of Tenant’s receipt of Landlord’s invoice. If the damage is caused by an insurable event under the insurance required by Section 20 of this Lease, the provisions of Section 20(D) are applicable and the provisions of this section are not.

Landlord is not responsible for repainting the interior of the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the act or negligence of Landlord or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of Landlord under this Lease. If Landlord fails to commence and diligently pursue the above maintenance and repair work within thirty (30) days after the date that Tenant gives written notice to Landlord that a specific repair or maintenance work is needed, and describing the work, Tenant may, but is not obligated to, make or cause the repair or maintenance work to be done or performed for Landlord at Landlord’s sole expense, and Landlord agrees to reimburse Tenant upon demand any actual out-of-pocket expense incurred by Tenant in its performance of Landlord’s duties that is due and payable within ten (10) days after delivery of an invoice to Landlord. If Tenant notifies Landlord that there is an emergency situation within the Premises, Landlord must promptly commence the work or cause others to commence the work required to cure or eliminate the emergency. For the purposes of this Lease, the term “emergency” means that immediate danger to life or property exists.

17. Utilities. Tenant acknowledges that there is adequate heat, electricity, water, air conditioning, and sewage disposal service, available to the Premises in such quantities and at such times as is necessary to Tenant’s comfortable and reasonable use of the Premises. Tenant must continue all electricity, water and gas service provided to the Premises in its name and must pay all utility fees as charged and when due to the provider.

18. Janitorial Service. Tenant agrees to provide in the Premises at its sole cost and expense, the janitorial services currently provided by Tenant. In addition to janitorial services, Tenant is responsible for the replacement of light tubes and bulbs as required.

19. Disruption of Utility Service. If there is any interruption or malfunction for any reason of any utility or service to the Premises, Landlord will use reasonable diligence to restore the utility or service. Interruption or malfunction of a utility service, if restored within a reasonable time, does not relieve Tenant from any of its obligations under this Lease, or grant Tenant the right of set-off or recoupment of rent, nor may it be considered a breach by Landlord, or entitle Tenant to any damages. If any of the equipment or machinery breaks down, or for any cause beyond the reasonable control of Landlord ceases to function properly, Landlord will use reasonable diligence to repair the machinery or equipment promptly, but Tenant has no claim for rebate or abatement of rent or damages on account of any interruptions in service caused by or resulting from any breakdown or cessation in services for the length of time reasonably required for repair.

20. Insurance/Destruction of Premises.

A. Landlord agrees to purchase and maintain the following policies of insurance for the Term:

(1) insuring the Building and other improvements on the Parcel (and the Personal Property, if in Landlord's discretion insuring such Personal Property is appropriate or desirable) against damage or destruction by fire and other casualty, including the perils commonly covered under a so called "special form" property insurance [ISO Form CP 10 30 or its future equivalent if same is discontinued] and all other property damage risks that are customarily insured against by owners of office buildings in Hidalgo County, Texas with coverage for 100 percent of the actual replacement cost.

(2) commercial general liability insurance against claims on account of personal injury, bodily injury, death or property damage incurred upon any part of the Premises, including, contractual liability coverage with this Lease as a covered contract in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate and a \$1,000,000.00 umbrella policy.

B. Tenant agrees to purchase and maintain the following policies of insurance for the Term:

(1) Tenant's Liability Insurance. Commencing with the date on which the Premises are delivered to Tenant and continuing thereafter throughout the Term, Tenant must purchase and maintain, at its sole expense, commercial general liability insurance, including bodily injury and property damage, insuring Tenant, in an amount not less than One Million Dollars (\$1,000,000) annual aggregate limit, naming Landlord and Landlord's lender, if any, as additional insureds with respect to third party claims for injury to persons or damage to property occurring on the Premises during Tenant's use and occupancy of the Premises. A company that is licensed to do business in the State of Texas must issue all insurance policies. Tenant must deliver a certificate of all required

insurance to Landlord upon Tenant taking possession of the Premises and thereafter before the expiration of any policy. Tenant agrees to have an endorsement, amendment or rider included in all insurance policies requiring that the insurance company give notice to Landlord that a policy or policies may be terminated or will expire thirty (30) days in advance of that event.

Tenant agrees that Landlord is entitled to post any notice of non-liability reasonably required by its insurance carrier or mortgagee in a space approved by Tenant that complies with any ordinance or insurance policy approved by the State Board of Insurance, throughout the Term.

C. Partial or Total Destruction of Building. If at any time during the Term, the Premises or any part of the Building is damaged or destroyed by fire, storm or other casualty, Tenant acknowledges and agrees that Landlord is not required to repair or rebuild the Premises, and agrees that this Lease may be terminated by Tenant upon written notice to Landlord. If the Premises are damaged, Tenant will have a reasonable period of time to remove any personal property from the Premises prior to the termination date.

D. WAIVER OF INSURANCE SUBROGATION

**Landlord agrees to and does release Tenant from all claims arising out of a loss or damage to its property covered (or that should have been covered if Landlord actually purchased and maintained the insurance policy) by the required insurance coverage imposed upon Landlord in this Section of this lease. Tenant agrees to and does release Landlord from all claims arising out of a loss or damage to its property covered (or that should have been covered if Tenant actually purchased the insurance policy) by the required insurance coverage imposed upon Tenant in this Section of this lease. Any deductible attributable to an insurance policy subject to this Agreement is not part of the insured loss. Landlord and Tenant agree to rely solely on the proceeds recoverable from any insurance policy purchased and maintained by the respective party (or that should have been recoverable if the policy was actually purchased and maintained) for reimbursement for any loss or damage to the property of that party, including the Premises and all personal property located on or in the Premises. Landlord and Tenant further agree that each parties' respective insurance company must agree to waive its right of subrogation against the other party, and that each insurance policy will be endorsed with a subrogation waiver if necessary to prevent the invalidation of either Landlord or Tenant's insurance coverage.**

21. Eminent Domain. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, and (c) the conveyance of any interest in the Premises by the Landlord or the Tenant to a public or quasi public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn.

a. If any part of or interest in the Premises, Building, or Parcel is condemned that materially interferes with Tenant's ability to conduct its normal business operations in the remainder, this lease may be terminated at the option of Tenant

as of the date title or actual possession vests in the condemnor, whichever first occurs, and rent under this Lease shall be payable only to that date. Landlord shall return to Tenant any rent paid beyond that date.

- b. Landlord will give Tenant written notice promptly after receiving notice of any contemplated condemnation and Tenant shall have the right, up to thirty (30) days prior to the effective date of such condemnation to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Tenant in the ordinary conduct of its business or will in Tenant's opinion injure Tenant's business.

22. Assignment and Subletting. Tenant may not transfer, convey or assign any interest in this Lease without the prior written consent of Landlord, which will not be unreasonably withheld or delayed.

23. Security Deposit. No security deposit will be paid by Tenant.

24. Default. Tenant is in default of its obligations under the terms of this Lease: (i) if it fails to pay all Rent when it is due and payable and fails to cure the default within five (5) days after written notice from Landlord to Tenant notifying Tenant that the payment has not been received; (ii) if Tenant fails to perform any non-monetary obligation imposed upon it by any provision of this Lease and fails to cure that default within thirty (30) days after written notice from Landlord stating the nature of the default or so long as Tenant commenced to cure such default promptly within such thirty (30) day period and continues to diligently cure the default, then such period shall be extended, but in no event more than an additional ninety (90) days); (iii) if Tenant vacates or abandons the Premises; (iv) if a petition in bankruptcy or other insolvency proceeding is filed by or against Tenant, without dismissal within sixty (60) days of filing; (v) if Tenant makes a general assignment for the benefit of creditors or composition; (vi) if a petition or other proceeding is instituted by or against the Tenant for the appointment of a trustee, receiver, or liquidator of Tenant or of any of Tenant's property pursuant to laws for the benefit of creditors; or (vii) if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Tenant. If Tenant is in default, Landlord, in addition to other rights or remedies it may have through applicable laws, has the immediate right of reentry in the Premises, and after three (3) days prior written notice to Tenant, may peacefully remove all persons and property from the Premises. Landlord may exercise any remedy for damages, possession of the Parcel and Building and for loss of money authorized under the laws of the State of Texas for a default in a real property lease. In addition:

- a. If Landlord reenters the Premises, Tenant's personal property may be peacefully removed by Landlord and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.
- b. If Landlord elects to reenter, this lease is deemed terminated; provided, however, that Landlord is entitled as against Tenant to the measure of damages provided by law, namely the difference between the then present value of the Rent for the balance of the Term following the day of reentry and the then present value of amount of Rent Landlord receives during that period from any subsequent tenant

of the Premises. In calculating the present value of such amounts the parties shall use a discount rate of five percent (5%) per annum.

- c. In addition, Tenant is liable to Landlord and must pay Landlord:
  - 1. any rent owed for periods up to the date of termination;
  - 2. repairs to the Premises that Tenant was obligated to make but did not; and
  - 3. the cost of removing Tenant's equipment, fixtures, trash, and personal property.
- d. Landlord will use reasonable efforts to mitigate its damages in the event of Tenant's default.

If Landlord defaults in the performance of any covenant or obligation imposed upon it by a term or provision of this Lease, and the default remains uncured beyond any applicable cure period provided herein or, if no such cure period is provided, beyond thirty (30) days from and after the date Landlord receives written notice of such default from Tenant (or such longer period, up to ninety (90) days, as may be reasonably required to cure such default with the exercise of due diligence and best efforts so long as Landlord promptly commences and diligently pursues such cure without interruption) then Landlord shall be in default. Upon any Landlord default, Tenant may (i) exercise all remedies available to Tenant at law or in equity, including the recovery of its damages, and/or (ii) cure such default and recover Tenant's costs to cure from Landlord and/or offset such costs against any sums due from Tenant to Landlord under this Lease. A default by Landlord that materially interferes with Tenant's use of the Premises consistent with its past operations shall constitute constructive eviction of Tenant and allow Tenant to terminate this Lease.

25. Re-delivery of Premises. Tenant agrees to re-deliver to Landlord physical possession of the Premises and all of the Personal Property at the end of the Term, or any extension of this Lease, in substantially the same condition as existed on the Commencement Date, ordinary wear and tear, damage caused by casualty, and condemnation excepted.

26. Holding Over. Any holding over after the expiration of the Term is deemed to constitute a tenancy at sufferance and is on the same terms and conditions specified in this Lease, so far as applicable, and at a monthly rental equal to 150% of the Base Rent in effect immediately prior to such holdover.

27. Attorneys' Fees. If either party is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or if legal proceedings are commenced by either party against the other party to protect or enforce rights or obligations under this Lease, the prevailing party, whether as plaintiff or defendant, shall be entitled to recover its reasonable attorneys' fees and costs.

28. Time of Essence. Time is of the essence in this lease.

29. Mutuality. All covenants and conditions in this Lease are mutually dependent.

30. Subordination. This Lease is subject and subordinate to any mortgages and deeds of trust that may now or hereafter encumber the Building, Parcel, or any appurtenances thereto. This clause is self-operative and no further instruments of subordination are required for this clause to be effective. Tenant agrees to sign all reasonable instruments requested by Landlord or any of Landlord's lenders memorializing the subordination of Tenant's rights granted in this Lease to the interests of Landlord's lender as provided in this paragraph, within fifteen (15) days after Landlord's request to Tenant.

31. Transfer By Landlord. The term "Landlord" means the owner of the Building and Parcel. If the Landlord transfers its interest in the Premises and is no longer the owner, Landlord is released and discharged from all covenants and obligations of the Landlord thereafter accruing, however, the covenants and obligations contained in this Lease are binding during the Term or any extension thereof on each new owner, and their successors and assigns for the duration of this Lease.

32. Improvements. Neither party shall make any improvements to the Premises during the Term other than as is necessary to maintain the Premises in the same condition as exists on the Commencement Date.

33. Waiver. No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof may be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by Landlord may not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Lease may be deemed waived by Landlord or Tenant unless waived in writing.

34. Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than those contained in this Lease. No subsequent alteration, amendment, change or addition to this Lease is binding upon Landlord or Tenant unless in writing and signed by them. Tenant acknowledges that it has independently investigated the potential for the success of its operations in the Premises and has not relied upon any inducements or representations on the part of Landlord or Landlord's representatives, other than those contained in this Lease.

35. No Partnership. Nothing contained in this Lease is intended to nor does it constitute a partnership, employer, employee, principal, master, agent or joint venture relationship between Landlord and Tenant.

36. Force Majeure. If a party hereto is delayed or hindered in or prevented from the timely performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of utilities, war, terrorism, acts of God, or other events or circumstances beyond the reasonable control of such party, then, upon prompt written notice informing the other party of such force majeure event, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

37. Representation by the Parties. Each party represents that the person(s) signing this Lease on behalf of such party is authorized to sign this Lease on behalf of such party, and that,

once this Lease has been executed and delivered by such party, such party will be bound by the terms, conditions, covenants, and provisions of this Lease.

[Signatures on Next Page]

This instrument is signed, effective on the above date, in multiple counterparts, each of which constitutes an original.

**TENANT:**


PlainsCapital Bank,  
a Texas banking association

By: \_\_\_\_\_  
Pete Villarreal, its EVP and Chief  
Administrative Officer

**LANDLORD:**

The County of Hidalgo, Texas

ATTEST:

  
*Arturo Guajardo Jr.*  
\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

By: *Richard F Cortez*  
\_\_\_\_\_  
Richard F. Cortez, County Judge

Exhibit A

***[Need to compare to title commitment]***

Tract 1: CALL CENTER (505 South McColl Road, Edinburg, TX 78539)

Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), and Thirty-Two (32), Block One (1), WEST MEADOWS, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 44, Pages 45 and 46, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Tract 2: CORPORATE HEADQUARTERS (215 South Closner Boulevard, Edinburg, TX 78539)

Lots Thirteen (13), Fourteen (14), Fifteen (15), Nineteen (19), and Twenty (20), Block Two Hundred Seventy-Five (275), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 23, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.