

STATE OF TEXAS §

COUNTY OF HIDALGO §

**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (the "Agreement") is executed effective as of July 16, 2019 (the "Effective Date"), and is made by and between PlainsCapital Bank a Texas limited liability company ("Seller"), and Hidalgo County, Texas ("Buyer").

A. This Agreement is made with reference to the following property (collectively, the "Property"):

(1) Seller's fee interest in that certain real property described as Lots 1-12, 13-15 and 19-24, Block 275, Original Townsite of Edinburg, Hidalgo County, Texas and Lots 15-32, Block 1, West Meadows, an addition to the City of Edinburg, Hidalgo, County, Texas which land is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all easements, rights and privileges appurtenant thereto, if any (collectively, the "Land");

(2) All of Seller's right, title and interest in and to the office buildings located upon the Land (collectively the "Building"), together with all improvements, structures, fixtures and parking areas located on the Land, if any, and appurtenant thereto (the Building and such improvements, structures, fixtures and parking areas being hereinafter collectively referred to as the "Improvements,") and the Land and the Improvements being hereafter collectively referred to as the "Real Property");

(3) All of Seller's right, title and interest in and to all fixtures, equipment, appliances, and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Real Property, owned by Seller and located within the Real Property but expressly excluding any of the foregoing owned or leased by any tenant and any personal property owned or leased by a third party (the "Personal Property"); and

(4) All of Seller's right, title and interest in and to all intangible rights and property used or useful in connection with the foregoing, if any, including, without limitation, all development rights, contract rights, guaranties, licenses, plans, drawings permits and warranties and all of Seller's rights, title and interest, if any, in and to any service marks, logos or any trade names as well as all of Seller's rights and remedies under all construction, design and related agreements relating to the Building (collectively, the "Intangible Property").

B. Seller is prepared to sell, transfer and convey the Real Property, Personal Property and the Intangible Property (collectively the "Property") to Buyer, and Buyer is prepared to purchase and accept the same from Seller, all for the Purchase Price and on the other terms and conditions hereinafter set forth.

## TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree:

**1. Sale and Purchase.** Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price and subject to the other terms and conditions set forth in this Agreement.

**2. Purchase Price.** The purchase price for the Property (the "Purchase Price") shall be Five Million Five Hundred Sixteen Thousand Eight Hundred Eighty and no one hundredths Dollars (\$5,516,880.00).

The Purchase Price, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Buyer as follows:

**2.1. Deposit.** Within three (3) Business Days (as defined below) following the mutual execution and delivery of this Agreement by Buyer and Seller, Buyer shall deliver to Edwards Abstract and Title Co. ("Escrow Agent") a deposit in the amount of One Thousand and no one hundredths Dollars (\$1,000.00) (together with any interest thereon, the "Deposit"). The Deposit shall be delivered to Escrow Agent in immediately available funds, to be held in escrow and delivered in accordance with this Agreement at the following address: 3111 W. Freddy Gonzalez Drive, Edinburg, Texas, 78542.

**2.2. Payment at Closing.** At the consummation of the transaction contemplated hereby (the "Closing"), Buyer shall deliver to Escrow Agent cash or immediately available funds in an amount equal to the Purchase Price, less the Deposit. The Purchase Price, subject to adjustments and apportionments as set forth herein, shall be paid at Closing in immediately available federal funds, transferred to the order or account of Seller or such other person as Seller may designate in writing.

(b) The delivery and recording of documents and the disbursement of funds shall be effectuated through the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties' respective obligations hereunder.

**2.3. Independent Consideration.** Seller and Buyer acknowledge and agree that One Hundred Dollars (\$100.00) of the Deposit shall be paid to Seller if this Agreement is terminated for any reason (the "Independent Contract Consideration"), in addition to any other rights Seller may have hereunder. Moreover, Seller and Buyer acknowledge and agree that the Independent Contract Consideration has been bargained for and agreed to as additional consideration for Seller's execution and delivery of this Agreement and is non-refundable to Buyer.

**2.4. Allocation.** Seller and Buyer acknowledge that no portion of the Purchase Price is allocated to the Personal Property, if any, transferred pursuant to this Agreement.

**3. Inspection Period.** No later than three (3) Business Days after the Effective Date, Seller shall, to the extent the items are in Seller's possession or are readily available to Seller,

deliver to Buyer accurate and complete copies of all of the information set forth on *Exhibit "K"* Buyer (collectively, the "Property Information"). All Property Information shall be delivered to the attention of Valde Guerra, Hidalgo County Chief Executive Officer, 2818 S. Business Hwy 281, Edinburg, Texas 78539, telephone (956) 292-7655.

**3.1. Entry.** During the Inspection Period (as defined below), Buyer and its agents and representatives shall be entitled to enter upon the Real Property from time to time (as coordinated through Seller's property manager), including all leased areas, upon reasonable prior notice to Seller, to perform inspections and tests of the Property, including surveys, environmental studies, examinations and tests of all structural and mechanical systems within the Improvements, to interview Seller's key personnel and to examine the books and records of Seller and Seller's property manager relating to the Property.

Notwithstanding the foregoing, Buyer shall not be permitted to interfere unreasonably with Seller's operations at the Property or disturb or interfere with any tenant's rights or occupancy at the Property, and the scheduling of any inspections shall take into account the timing and availability of access to tenants' premises, if any. If Buyer wishes to engage in any testing which is invasive, which will damage or disturb any portion of the Property, which will involve sampling, or which will involve testing of subsurface soils, surface water, or groundwater, Buyer shall obtain Seller's prior written consent thereto, which shall not be unreasonably withheld, conditioned or delayed. To the extent allowed by law Buyer shall indemnify and hold harmless Seller from any claims, damages, liabilities, or losses arising from any damage to persons or property directly caused by Buyer's investigations conducted pursuant to this Section; *provided, however,* that Buyer shall have no obligation to indemnify, defend and hold Seller harmless from and against any such claims, damages, liabilities, or losses to the extent resulting from Seller's acts or omissions or Buyer's mere discovery of adverse physical conditions affecting the Property, including, without limitation, any Hazardous Materials (as defined below).

**3.2. Inspection Period.** The term "Inspection Period," as used herein, shall mean the period commencing on the later of (i) the Effective Date or (ii) the date the Buyer receives all of the Property Information (described on Exhibit K attached hereto) and a certified statement from an authorized officer of Seller certifying all Property Information delivered to Buyer constitutes all Property Information in possession of Seller or to which Seller has access (the "Inspection Period Commencement Date") and ending at 5:00 p.m. Central time on the date which is one hundred twenty (120) days following the Inspection Period Commencement Date, *provided,* that if such date is not a Business Day (as defined below), then the Inspection Period shall continue through 5:00 p.m. Central Time on the next Business Day following such date. Buyer may terminate this Agreement in its sole discretion for any reason or no reason by giving written notice of such election to Seller at any time prior to the expiration of the Inspection Period, in which event the Deposit, less the independent consideration specified in Section 2.3, shall automatically be refunded and returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice of termination, the contingency provided for in this Section 3.2 no longer shall be applicable, and this Agreement shall continue in full force and effect.

**3.3. Title and Survey Matters.** Seller shall use commercially reasonable efforts to cause Escrow Agent (in its capacity as title company issuing the title policy described below,

("Title Company")) to furnish to Buyer and Seller, within five (5) Business Days following the Effective Date, a preliminary title report (the "Title Report") with respect to the Property together with copies of all instruments listed as exceptions to title. Buyer will have twenty (20) days from the receipt of the Title Report to give written notice to Seller specifying Buyer's objections to the Title Report, title exceptions listed therein, and the survey (collectively, "Title Objections"), if any. If Buyer timely notifies Seller in writing of the Title Objections, Seller shall have five (5) Business Days after receipt of such notice (the "Title Cure Period") to elect (but shall have no obligation whatsoever) to cure any Title Objection, and if so elected, shall either (a) satisfy the Title Objections at Seller's sole cost and expense and cause the Title Company to revise the Title Report to reflect such satisfaction, or (b) provide Buyer and the Title Company with satisfactory evidence that Seller can and will cure such Title Objections prior to or at Closing; *provided, however*, Seller shall be obligated to remove, pay and/or satisfy prior to or at Closing any monetary liens against the Property (each, a "Monetary Lien"). Failure by Seller to timely respond in writing to any Title Objections shall be deemed Seller's decision to cure any Title Objections. If Seller elects not to satisfy any of the Title Objections or otherwise fails to satisfy the Title Objections within the Title Cure Period, Buyer shall have the option, exercisable within five (5) days after the expiration of the Title Cure Period, to either (i) waive the unsatisfied Title Objections, in which event the unsatisfied Title Objections will become Permitted Exceptions (hereinafter defined), or (ii) terminate this Agreement in which event the Deposit shall automatically be refunded and returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Buyer fails to notify Seller in writing within five (5) days after the expiration of the Title Cure Period that Buyer has elected to terminate this Agreement pursuant to this Section 3.3, then Buyer shall be deemed to have waived all unsatisfied Title Objections. If, after the expiration of the Inspection Period, Title Company amends or adds any exception to the Title Report other than at the request of Buyer (including any liens against the Property for a liquidated amount that Seller is not obligated hereunder to satisfy at Closing), the Title Company will notify Buyer and Seller immediately. Within two (2) Business Days after Buyer receives notice from Title Company (and the Closing Date shall be extended if needed so that the Closing shall not occur prior to the end of such two (2) Business Day period), together with a copy of such intervening lien or matter, Buyer shall notify Seller in writing of any objections thereto (a "Supplemental Title Objection"). If Buyer fails to notify Seller of such Supplemental Title Objection within such two (2) Business Day period, Buyer shall be deemed to have waived any objection and approved all such exceptions. If the Supplemental Title Objection is material and adverse to the Property, is not caused by Buyer and Seller does not agree to remove such matter (other than any Monetary Lien), then Buyer may within two (2) Business Days after the Supplemental Title Objection, terminate this Agreement in which event the Deposit shall automatically be refunded and returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Seller has not received written notice from Buyer that Buyer has elected to terminate this Agreement within such two (2) Business Day period of time, then Buyer shall be deemed to have waived any unsatisfied Supplemental Title Objection. "Permitted Exceptions" shall mean any title or survey item, other than Monetary Liens: (i) not raised as Title Objections by Buyer, or (ii) raised as Title Objections by Buyer but thereafter waived or deemed waived.

Buyer shall have the right, but is not obligated, to obtain a current survey of the Property which shall be at Buyer's sole expense.

**4. Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

**4.1. Authority** Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement and all documents contemplated hereby by Seller has been duly and validly authorized by all necessary action on the part of Seller, and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement or instrument to which any Seller is a party. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

**4.2. No Conflict.** Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (a) any agreement or instrument to which Seller is a party or by which all or any part of the Property is bound or (b) any law or any order, writ, injunction or decree of any court or governmental authority, (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument, or (iii) violates any restriction, requirement, covenant or condition to which all or any part of the Property is bound.

**4.3. OFAC Compliance.** Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation or executive orders are collectively referred to herein as the "Orders"). Neither Seller nor any beneficial owner of Seller:

4.3.1. is listed on the Specifically Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Orders or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (collectively, the "**Lists**");

4.3.2. is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders;

4.3.3. is owned or controlled by, or acts for or on behalf of, any person or entity listed on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

4.3.4. shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists.

**4.4. No Governmental Authority Required** No authorization, consent or approval of any governmental authority (including, without limitation, courts) is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder.

**4.5. Credit of the Property.** Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due or (vi) made an offer of settlement, extension or composition to its creditors generally.

**4.6. Governmental Commitments.** Seller has not entered into any material commitments or agreements with any governmental authorities or agencies affecting the Property.

**4.7. No Condemnation.** Seller has not received any written notice of any pending or contemplated condemnation, eminent domain or similar proceeding with respect to all or any portion of the Real Property and, to Seller's knowledge, no such proceedings are threatened.

**4.8. Contracts.** There are no construction, management, commission, brokerage, leasing, service, equipment, supply, maintenance or concession agreements entered into by or on behalf of Seller in effect with respect to the Real Property or the Personal Property which cannot be terminated upon thirty (30) days' prior written notice without penalty, except as set forth in *Exhibit "C"* (collectively, the "Contracts"). Seller has delivered or made available to Buyer true and complete copies of the Contracts. Seller has not, within the last year, received any written notice of any default under any contract that has not been cured or waived. To Seller's knowledge, neither Seller nor any counterparty is in material default under any Contracts, and no event exists which, with the passage of time or the giving of notice or both, will become a material default thereunder on the part of Seller or any counterparty.

**4.9. Tenant Improvement Allowances.** There are no tenant improvement allowances, tenant improvement obligations of Landlord, leasing commissions and/or rent concessions with respect to any existing lease(s) in and to the Property.

**4.10. Correction of Conditions.** Seller has not received any written notice from, and there are no grounds for, any association, declarant or easement holder requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any other restrictions or covenants recorded against the Property. Seller is not in default under any such document, nor, to the Seller's knowledge, is any other party subject to any such document.

**4.11. Compliance.** Seller has not received any written notice from, and there are no grounds for, any governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any applicable federal, state, county or municipal law, code, rule or regulation (including, but not limited to, those respecting the Americans With Disabilities Act), which has not been cured or waived. Seller and the Property are in compliance with all applicable federal, state, county and municipal laws, codes, rules and/or regulations. Seller has not received written notice from any governmental agency or other body of any existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting the Property which have not been cured.

**4.12. Zoning.** The Property is properly zoned for its current use. There is no pending or, to the Seller's knowledge, threatened request, application or proceeding to alter or restrict the zoning or other use restrictions applicable to the Property. There is no plan, study or effort by any governmental authority or agency or any private party or entity that in any way affects or would affect the authorization of the current use and operation of the Property.

**4.13. Property Permits.** Seller has not received any written notice of an intention to revoke or suspend any certificate of occupancy, license, or permit issued in connection with the Property.

**4.14. Structural Defects.** There are no material defects in the structural elements of the Improvements and all Improvements (including, without limitation, machinery, equipment, electrical, plumbing, heating and air conditioning systems and equipment) located on the Property are in good mechanical working order, condition and repair, and are structurally safe and sound and have no material defect (reasonable wear and tear excepted), and there is no leak or material defect in any roof located upon the Property.

**4.15. Utilities.** All water, sewer, gas, electric, telephone, and drainage facilities and all other utilities required by applicable law for the present use and operation of the Property are installed across public property or valid easements to the boundary lines of the Land, and are connected pursuant to valid permits (to the extent required) with all installation and connection charges paid in full, and Seller has received no notice that such facilities are inadequate to service the Property or are not in good operating condition, and such facilities are adequate to service the Property and are in good operating condition.

**4.16. Hazardous Materials.** There are no Hazardous Materials (as defined below) stored on, incorporated into, located on, present in or used on the Property in violation of, and requiring remediation under, any laws, ordinances, statutes, codes, rules or regulations. For purposes of this Agreement, the term "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" defined in the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, *et seq.*) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, *et seq.*); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; or (viii) any additional substances or materials which are classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees as amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Neither the Property nor any portion thereof contains any form of toxic mold. No treatment has been undertaken by

Seller with respect to termite or similar infestation, fungi, or dry rot on the Property other than normal periodic service, and there is no damage to any portion of the Property from termite or similar infestation, fungi or dry rot.

**4.17. Litigation.** There is no action, suit, court or arbitration proceedings, or administrative action or proceeding, which is pending or threatened against or affecting the Property or arising out of the ownership, management or operation of the Property.

**4.18. FIRPTA.** Seller is not a “foreign person” as defined in Section 1445(f)(3) of the Internal Revenue Code.

**4.19. Liens.** There are no claims pending or unpaid bills which would result in the creation of any lien on the Property for any improvements completed or in progress, including, but not limited to, water, sewage, street paving, electrical or power improvements. There are no delinquent bills or claims in connection with any repair of the Property or other work or material purchased in connection with the Property which will not be paid by or at the Closing or placed in escrow pursuant to the provisions of this Agreement.

**4.20. Insurance.** Seller has received no notices or requests from any insurance company issuing any policy of insurance covering the Property requesting the performance of any work with respect to the Property which has not been fully complied with.

**4.21. Operation.** Seller has not received any written notice relating to the operation of the Property from any agency, board, commission, bureau or other instrumentality of any government, whether federal, state or local, that, Seller is not in compliance in all material respects with, nor does Seller have any knowledge that Seller is not in compliance with, all applicable statutes, rules, regulations and requirements of all federal, state and local commissions, boards, bureaus and agencies having jurisdiction over Seller and the Property. With respect to the Property, Seller has timely filed all reports, data and other information required to be filed with such commissions, boards, bureaus and agencies where a failure to file timely would have a material adverse effect on the transactions contemplated hereby or the intended operation of the Property.

**4.22. Change of Facts.** Seller shall immediately notify Buyer, in writing, of any event or condition known to Seller which occurs prior to the Closing, which causes a material adverse change in the facts relating to, or the truth of, any of the representations or warranties.

**4.23. On-Site Employees.** Upon the Closing Date, Buyer shall have no obligation to employ or continue to employ any individuals employed by Seller or its affiliates in connection with the Property.

**4.24. Information.** To Seller’s knowledge, all information given by Seller to Buyer in this Agreement or in connection with the transactions contemplated hereunder shall be true and accurate in every material respect as of the date hereof and at the Closing. Seller has not failed to disclose and deliver any material fact, document or information to Buyer necessary to make the statements herein or otherwise provided in connection with the transactions contemplated hereunder not misleading. Seller has not failed to disclose and deliver any material fact, document or information to Buyer relating to the operation, use or marketability of the Property. Seller has

no knowledge or information of any facts, circumstances, or conditions that are inconsistent with the representations and warranties contained herein. Seller shall promptly inform Buyer in writing if there occurs any (i) material adverse change in the condition, financial or otherwise, of the Property, or the operation thereof, at any time prior to the Closing Date or (ii) if any information, document, agreement or other material delivered to Buyer is amended, superseded, modified or supplemented.

**4.25. Seller's Knowledge.** As used herein, "to Seller's knowledge", "knowledge of Seller", "best of Seller's knowledge" and similar references to knowledge of Seller shall mean the actual knowledge of Omar Navarro, who is knowledgeable about the Property after checking with key employees at the Property and the property manager, if any.

**4.26. No Other Options.** Other than this Agreement and the Permitted Exceptions, the Property is not subject to any outstanding agreement(s) of sale or options, rights of first refusal or other rights of purchase.

**4.27. Survivability of Representations and Warranties.** The representations and warranties of Seller and Buyer set forth in this Agreement are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing and shall survive for one (1) year after the Closing Date.

**4.28. Limitations Regarding Representations and Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "**AS IS, WHERE IS, WITH ALL FAULTS**", EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND/OR IN THE TRANSACTION DOCUMENTS REFERENCED HEREIN.

**5. Representations of Buyer.** Buyer represents and warrants that:

**5.1. Authority.** Buyer is a County in the State of Texas, being a governmental unit in the State of Texas, validly existing under the laws of the State of Texas and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

**5.2. No Conflict.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer

or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

**6. Conditions Precedent to Buyer's Obligations** All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (each a "Buyer Closing Condition" and, collectively, the "Buyer Closing Conditions"):

6.1.1. **Accuracy of Representations.** All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date.

6.1.2. **Performance.** Seller shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

6.1.3. **Documents and Deliveries.** All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

6.1.4. **Seller Lease.** Should Seller desire to lease a portion of the Property post closing Seller, as proposed tenant, shall have delivered to Buyer, as proposed landlord, the terms and provisions of such lease and Buyer, shall have either accepted or rejected such terms and provisions prior to the Closing Date (the "New Lease").

6.1.5 **Title Policy** On the Closing Date, the Title Company shall be unconditionally obligated and prepared, subject to the payment of the applicable title insurance premium and other related charges, to issue to Buyer a 2016 ALTA Extended Coverage Owner's Policy of Title Insurance insuring the fee simple title to the Real Property in Buyer with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

**6.2. Conditions Precedent to Seller's Obligations.** All of Seller's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (each a "Seller Closing Condition" and, collectively, the "Seller Closing Conditions"):

6.2.1. **Accuracy of Representations.** All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date.

6.2.2. **Performance.** Buyer shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

6.2.3. **Documents and Deliveries.** All instruments and documents required on Buyer's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

**7. Failure of Conditions.**

**7.1. Failure of a Buyer Closing Condition.** In the event a Buyer Closing Condition is not satisfied by the Closing Date, then Buyer shall have the option, at Buyer's sole discretion, to (i) waive the applicable Buyer Closing Condition and proceed with Closing but preserving its other rights and remedies hereunder, or (ii) decline to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate, and the Deposit shall be returned to Buyer. Notwithstanding the foregoing, in the event that a Buyer Closing Condition is not satisfied as a result of a breach by Seller, Buyer shall have the rights and remedies set forth in Section 12.1 herein.

**7.2. Failure of a Seller Closing Condition.** In the event a Seller Closing Condition is not satisfied by the Closing Date, then Seller shall have the option, at Seller's sole discretion, to (i) waive the applicable Seller Closing Condition and proceed with Closing, or (ii) decline to proceed to Closing. In the latter event, if a Seller Closing Condition is not satisfied as a result of a breach by Buyer, Seller shall have the rights and remedies set forth in Section 12 herein.

**8. Pre-Closing Matters.** From and after the expiration of the Inspection Period and until the Closing or earlier termination of this Agreement, except as otherwise set forth below:

**8.1. Operation of Property.** From and after the date of this Agreement and until the Closing or earlier termination of this Agreement, Seller shall operate, maintain and manage the Property in the same manner as Seller has in the past, including continuing repair and preventative maintenance and maintenance of adequate insurance with respect thereto.

**8.2. Contracts.** Buyer shall give notice to Seller on or before the expiration of the Inspection Period of any Contracts listed on *Exhibit "C"* which Buyer elects to continue after Closing (collectively, the "Assigned Contracts"). The Assigned Contracts shall be assigned to and assumed by Buyer at Closing and Seller shall take such steps as are reasonably necessary to terminate all Contracts other than the Assigned Contracts. From and after the Effective Date of this Agreement through the end of the Inspection Period, (i) Seller shall not, without Buyer's prior written consent, enter into any new Contracts, except such Contracts that are terminable with no more than 30 days written notice without a termination fee or penalty and (ii) Seller shall provide Buyer with copies of any new Contracts. From and after the expiration of the Inspection Period, Seller shall not enter into any new Contracts without the prior written consent of Buyer.

**8.3. No Contracting for Sale of Property.** Seller shall not enter into any contract or other written agreement for sale of the Property with any other party and shall not take any action which materially and negatively impacts the marketability and/or value of the Property. Notwithstanding any provisions herein to the contrary, Buyer shall have any and all rights and remedies available at law and equity in the event Seller does not comply with the preceding sentence.

**8.4. No Liens on Property.** Seller shall not voluntarily create any liens, easements or other conditions affecting any portion of the Property without the prior written consent of Buyer.

**8.5. Tax Clearance Certificates.** Promptly following the Effective Date, Seller shall apply for tax clearance certificates from all taxing authorities with respect to any and all ad valorem taxes affecting the Property and the State of Texas with respect to transaction privilege, sales and other taxes payable by the owner of the Property to the applicable taxing jurisdiction and deliver such tax clearance certificates to Buyer prior to Closing. Receipt by Buyer of such tax clearance certificates shall be a condition precedent to Buyer's obligation to close the transaction.

**8.6. Survival.** The provisions of this Section 8 shall survive for one (1) year after the Closing.

**9. Closing; Deliveries Time of Closing.** The Closing shall take place on the date that is fifteen (15) days after the expiration of the Inspection Period (such date, the "Closing Date") through an escrow closing with the Escrow Agent, unless otherwise agreed to in writing by both Seller and Buyer. If any date on which the Closing would occur by operation of this Agreement is not a Business Day, the Closing shall occur on the next Business Day; *provided*, that if the next Business Day is a Monday, then the Closing shall occur on the next successive Business Day. As used in this Agreement, "Business Day" shall mean any day which is not a Saturday, Sunday or legal holiday.

**9.2. Seller Deliveries.** On or prior to the Closing Date, Seller shall deliver to Escrow Agent the following:

9.2.1. One (1) original deed (the "**Deed**") for the Real Property from Seller, substantially in the form attached hereto as **Exhibit "D,"** duly executed and acknowledged by Seller.

9.2.2 Two (2) originals of a bill of Sale (the "**Bill of Sale**") for the Personal Property from Seller, substantially in the form attached hereto as **Exhibit "F,"** duly executed by Seller.

9.2.3. Two (2) originals of an assignment of the Intangible Property (the "**Assignment and Assumption of Contracts**") from Seller, substantially in the form attached hereto as **Exhibit "G,"** duly executed by Seller.

9.2.4. Two (2) originals of an assignment of the Intangible Property (the "**Assignment of Intangible Property**") from Seller, substantially in the form attached hereto as **Exhibit "H,"** duly executed by Seller.

9.2.5. Any customary certificates and affidavits, including, but not limited to, a "gap" indemnity and an owner's affidavit sufficient for Title Company to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller (but not any tenants) prior to Closing, or for rights of parties in possession (other than the Tenant).

9.2.6. One (1) original of a Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act (“**FIRPTA**”), as amended, in the form of **Exhibit “I,”** duly executed by Seller.

9.2.7. One (1) original of a certification by Seller substantially in the form attached hereto as **Exhibit “J”** that all representations and warranties made by Seller in Section 4 of this Agreement are true and correct in all material respects on the date of Closing.

9.2.8. Keys or combinations to all locks at the Property, to the extent in Seller’s possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 9.2.8 available to Buyer at the Property in lieu of delivering them to Escrow Agent.

9.2.9. Originals of the New Lease and copies of lease files at the Real Property, and originals of any Assigned Contracts, in each case to the extent in Seller’s possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 9.2.9 available to Buyer at the Property in lieu of delivering them to Escrow Agent.

9.2.10. Original letters of credit, if any, along with appropriate transfer forms and any fees associated therewith.

9.2.11. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

**9.3. Buyer Deliveries.** On or prior to the Closing Date, Buyer shall deliver to Escrow Agent the following:

9.3.1. The Purchase Price in the amount required under Section 0 hereof (subject to the adjustments provided for in this Agreement).

9.3.2. A certification by Buyer substantially in the form attached hereto as **Exhibit “J”** that all representations and warranties made by Buyer in Section 5 of this Agreement are true and correct in all material respects on the Closing Date.

9.3.3. Two (2) originals of the Bill of Sale, duly executed by Buyer.

9.3.4. If required, two (2) originals of the Assignment and Assumption of Contracts duly executed by Buyer.

9.3.5. Two (2) originals of the Assignment of Intangible Property, duly executed by Buyer.

9.3.6. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

**10. Apportionments; Taxes; Expenses Taxes and Operating Expenses.** All real estate taxes, charges and assessments affecting the Property (“Taxes”), all operating expenses including charges for water, electricity, sewer rental, gas, telephone, fuel oil and all other utilities

("Operating Expenses"), to the extent not paid directly by tenants, and all common area maintenance charges, if any, billed to tenants on an estimated basis ("CAM Charges") shall be prorated on a per diem basis as of the Closing Date; *provided, however*, Seller shall remain liable for all retroactive Taxes (including all state and local transaction privilege taxes for all time periods prior to Closing). Buyer shall be entitled to all income and responsible for all expenses for the period beginning at 12:01 a.m. Central time on the Closing Date, except as set forth herein. If any Taxes have not been finally assessed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses or CAM Charges cannot conclusively be determined as of the Closing Date, then the same shall be adjusted at Closing based upon the most recently issued bills thus far or as otherwise reasonably estimated by Buyer and Seller, and readjusted within 120 days after the end of the calendar year in which the Closing occurs or as soon thereafter as final adjustment figures are available including final tenant reimbursement reconciliations. Buyer hereby agrees to assume all non-delinquent assessments affecting the Property, whether special or general, subject to proration on a per diem basis as of the Closing Date.

All refunds of Taxes received by Seller or Buyer after the Closing with respect to the property tax appeals ("**Tax Refund**") shall be applied (A) first, to reimburse Seller or Buyer, as the case may be, for third party expenses incurred in protesting and obtaining such Tax Refund, (B) second, to Buyer to the extent that such Tax Refund is required to be paid to (or credited against other amounts payable by) any tenant under any leases or other agreement, and (C) third, (x) to Seller if such Tax Refund is for any period which ends before the Closing Date, (y) to Buyer if such Tax Refund is for any period which commences on or after the Closing Date, or (z) to Seller and Buyer prorated based on the Closing Date, if such Tax Refund is for a period which includes the Closing Date. If Seller or Buyer receives any Tax Refund, then each shall retain or promptly pay such amounts (or portions thereof) in order that such payments are applied in the manner set forth in this Subsection. Buyer and Seller agree to cooperate with respect to any pending Tax Refund request, and the provisions of this subsection shall survive Closing.

10.1.2 **INTENTIONALLY DELETED**

10.1.3 **Charges under Assigned Contracts.** The unpaid monetary obligations of Seller with respect to any of the Assigned Contracts shall be prorated on a per diem basis as of the Closing Date.

10.1.4 **INTENTIONALLY DELETED**

10.1.5 **Bankruptcy Distributions.** Any portion of bankruptcy distributions (whether or not Seller has filed its proof of claim as of the date hereof) or payments pursuant to (i) settlement agreements (whether prepared by Seller's in-house counsel or outside counsel), (ii) arrearage payment plans by letters signed by Seller or its agent, (iii) lease termination agreements, (iv) promissory notes, or (v) judgments (whether already obtained by Seller or which result from lawsuits or proceedings filed prior to the Closing) providing for the payment of specified sums, either in a lump sum or in installments, in all cases which are applicable to the time period prior to the Closing Date but payable after the date of Closing and actually received by Buyer, shall be payable to Seller.

10.1.6 **Survival.** The provisions of this Section **Error! Reference source not found.** shall survive the Closing to the extent any monies may be payable pursuant to this Section **Error! Reference source not found.** to either party subsequent to the transfer of title to the Property to Buyer.

**10.2 Closing Costs** Buyer and Seller shall each pay their own legal fees related to the preparation of this Agreement and, except as otherwise provided herein, all documents required to settle the transaction contemplated hereby. Except as otherwise provided herein, Buyer shall pay all costs associated with its investigation of the Property, including the cost of appraisals, architectural, engineering, credit and environmental reports. All Closing costs shall be borne by Seller and Buyer, respectively, in the matter customarily borne by sellers and buyers, respectively, of real property in the county in which the Real Property is located

**11. Damage or Destruction; Condemnation; Insurance.** If at any time prior to the Closing Date there is damage or destruction to the Property, the cost for repair of which exceeds Ten Thousand and no one hundredths Dollars (\$10,000.00) and the Property cannot be restored to its original condition prior to Closing, or if more than five percent (5%) of the area of the Building is condemned or taken by eminent domain proceedings by any public authority, then, at Buyer's option, this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any damage or destruction or condemnation or taking, regardless of the cost of any repair, and if Buyer elects not to terminate this Agreement as herein provided (to the extent Buyer is entitled to do so), then (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing, and Seller shall be paid at Closing for the reasonable expenses incurred by Seller in connection with such taking; and (2) in the case of a casualty, Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any of Seller's costs of collection and any sums expended by Seller in restoration, and Seller's deductible shall be a credit to Buyer against the Purchase Price, and the parties shall proceed with the Closing without any reduction in the Purchase Price payable to Seller.

**12. Remedies Buyer Default .** In the event Buyer breaches or fails, without legal excuse, to complete the purchase of the Property or to perform its obligations under this Agreement and such failure continues for five (5) Business Days following receipt of written notice regarding same (other than the failure of Buyer to deliver "Buyer's Deliveries" pursuant to Section 9.3 hereunder, for which there shall be no grace or cure period), then Seller shall, as their exclusive remedy therefor, be entitled to receive the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default. Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that

the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

**12.1. Seller Default.** If the sale of the Property is not consummated due to a breach or default under this Agreement on the part of Seller, Buyer may, in its sole and absolute discretion, avail itself of any and all rights and remedies available at law or in equity, including, without limitation, the right to terminate this Agreement and recover all damages proximately caused by Seller's breach or default and the right to continue this Agreement pending Buyer's action for specific performance and/or damages hereunder, and no such remedy shall be deemed exclusive or to preclude the pursuit of any other remedy. Any damages to which Buyer is entitled shall include, without limitation, all title, escrow, legal and inspection fees and any other expenses incurred by Buyer in connection with the performance of its due diligence review of the Property, including, without limitation, environmental and engineering consultants' fees and the fees incurred in connection with the preparation and negotiation of this Agreement.

**13. Possession.** Possession of the Property shall be tendered to Buyer at Closing, subject to the rights of the Seller under the New Lease and to the other matters permitted pursuant to this Agreement.

**14. Notices.** All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Buyer: Hidalgo County  
Attention: Valde Guerra, Executive Officer  
2818 S. Business Hwy 281  
Edinburg, Texas 78539  
Email: [valde.guerra@co.hidalgo.tx.us](mailto:valde.guerra@co.hidalgo.tx.us)  
Phone: (956) 292-7655

With copies to: Hidalgo County Judge Richard F. Cortez  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539  
Email: [richard.cortez@co.hidalgo.tx.us](mailto:richard.cortez@co.hidalgo.tx.us)  
Phone: (956) 318-2600

Atlas, Hall & Rodriguez, LLP  
Attention: Stephen L. Crain  
818 Pecan Boulevard Street  
McAllen, Texas 78501  
Email: [scrain@atlashall.com](mailto:scrain@atlashall.com)  
Phone (956) 682-5501

If to Seller: PlainsCapital Bank- Rio Grande Valley  
Attention: Robert C. Norman

7201 N. 10<sup>th</sup> St., Suite 204  
McAllen, Texas 78504  
Email: [robert.norman@plainscapital.com](mailto:robert.norman@plainscapital.com)  
Phone (956)664-4785

If to Escrow Agent: Edwards Abstract and Title Co  
3111 W. Freddy Gonzalez Drive  
Edinburg, Texas, 78542

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by e-mail (*provided* that such e-mail delivery is confirmed by the sender, by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

**15. Brokers.** Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction other than Buyer's broker, and Seller's broker. Pursuant to a separate agreement Seller shall pay a commission to Seller's broker, if, as and when the Closing and funding occur, but not otherwise. Each party hereby, to the extent allowable by law, indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 15. The provisions of this Section 15 shall survive Closing or the termination of this Agreement without limit.

**16. Escrow Agent.** Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

**16.1. Obligations.** Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

**16.2. Reliance.** Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement. Upon receipt by Escrow Agent from either Buyer or Seller of any notice or request (the "Escrow Demand") to perform any act or disburse any portion of the monies held by Escrow Agent under the terms of this Agreement, Escrow Agent shall give written notice to the other party (the "Notified Party"). If within seven (7) days after the giving of such notice, Escrow Agent does not receive any written objection to the Escrow Demand from the Notified Party, Escrow Agent shall comply with the Escrow Demand. If Escrow Agent does receive written objection from the Notified Party in a timely

manner, Escrow Agent shall take no further action until the dispute between the parties has been resolved.

**16.3. Indemnification.** Unless Escrow Agent discharges any of its duties under this Agreement in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement, Seller and Buyer, to the extent allowable by law shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in such connection Seller and Buyer, to the extent allowable by law shall indemnify Escrow Agent against any and all expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

**16.4. Disputes.** If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. Escrow Agent shall, to the extent allowable by law, be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

**16.5. Counsel.** Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

**16.6. Interest .** All deposits into the escrow shall be held by the Escrow Agent in an Interest bearing account. All interest earned on the Deposit shall be deemed to be part of the Deposit and shall accrue to the benefit of Buyer except to the extent the Deposit becomes payable to Seller pursuant to Section 12. In such event the interest earned on the Deposit shall accrue to the benefit of Seller.

## **17. Indemnification**

**17.1. Seller's Indemnification.** From and after the Closing, Seller shall reimburse, indemnify, defend and hold harmless Buyer and Buyer's employees, agents, representatives, contractors and invitees (the "Buyer Indemnified Parties") from and against any and all damage, loss or liability resulting from: (a) Seller's default in the performance of any representation, warranty, covenant and/or any other obligation to be performed by Seller under this Agreement, (b) non-contractual claims of third-parties relating to the use, operation or ownership of the Property attributable to periods at or before the Closing, (c) breaches prior to Closing by Seller of their obligations under any contract assigned to Buyer in accordance with this Agreement, (d) any obligations with respect to any contract relating to or affecting the Property not assumed by Buyer,

whether allocable to a period prior to or after the Closing and (e) Seller's failure to pay any expenses required under this Agreement. This Section 17 shall survive the Closing.

**17.2. Buyer's Indemnification.** From and after Closing, Buyer shall, to the extent allowable by law, reimburse, indemnify, defend and hold Seller and Seller's employees, agents, representatives, contractors and invitees harmless from and against any and all damage, loss or liability resulting from: (a) any non-contractual claims of third-parties relating to Buyer's use, operation or ownership of the Property, in each case, first arising from and after the Closing, (b) breaches by Buyer on or after Closing of its obligations under any Assigned Contract and (c) Buyer's failure to pay the expenses required under this Agreement; *provided, however*, that the foregoing indemnity does not apply to any loss, liability, cost, claim, damage or injury to the extent caused by acts or omissions of Seller or is otherwise subject to Seller's indemnity obligations pursuant to Section 17

**17.3. Definition of Exist.** For purposes of this Section 17, an obligation shall be deemed to "exist" as of the Closing if it relates to an event which occurred prior to the Closing even if it is not asserted until after the Closing. The terms of the indemnities set forth above shall survive the Closing.

**18. Miscellaneous Assignability.** Seller and Buyer shall not assign any of its right, title, claim or interest in, to or under this Agreement.

**18.2. Governing Law; Bind and Inure.** This Agreement shall be governed by the law of the State of Texas without regard to its conflicts of laws principles and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

**18.3. Recording.** Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

**18.4. Time of the Essence.** Time is of the essence of this Agreement.

**18.5. Further Assurances.** Each party will, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement. The provisions of this Section 18.5 shall survive the Closing.

**18.6. Exclusivity.** Until the Closing Date or the date that this Agreement is terminated, Seller shall not enter into any contract, or enter into or continue any negotiations, to sell the Property to any person or entity other than Buyer, nor will Seller solicit proposals from, or furnish any non-public information to, any person or entity other than Seller's agents, attorneys and lenders and Buyer regarding the possible sale of the Property.

**18.7. Non-Solicitation.** For the period beginning on the Closing Date and ending on the fifth (5<sup>th</sup>) anniversary of the Closing Date, Seller covenants and agrees that it shall not, nor shall it permit any of its Affiliates, or its successors and assigns, directly or indirectly, to call on or solicit

any tenant of the Property for the purpose of leasing space to such tenant at another property managed, operated or otherwise controlled by Seller or its Affiliates. The parties acknowledge that the restrictions on solicitation set forth in the preceding sentence are reasonable in scope and are essential to the protection of the legitimate business interests of Buyer. The parties further acknowledge and agree that since a remedy at law for any breach or attempted breach of the provisions of this Section 18.7 would be inadequate, Buyer shall be entitled to preliminary or permanent injunctive relief for any violation of this Section 18.7, in addition to any other rights and remedies available to Buyer hereunder, at law or in equity. Notwithstanding the foregoing, if the restrictions on solicitation in this Section 18.7 are judged unreasonable by any court of competent jurisdiction, the parties agree to the reformation of such restriction(s) by the court to limits which may reasonably grant Buyer the maximum protection permitted by applicable law in such circumstances. For the purposes of this Section, the term (a) "Affiliate" means any corporation, limited liability company, partnership, joint venture or other entity, regardless of how organized or identified, which is directly or indirectly controlled by Seller, and (b) "control" means, when used with respect to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise, and the terms "controlling" and "controlled" have correlative meanings. The provisions of this Section shall survive the Closing.

**18.8. Headings.** The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**18.9. Counterparts; Electronic Signatures.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile and electronically transmitted signatures shall for all purposes be treated as originals.

**18.10. Exhibits.** All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

**18.11. Use of Proceeds to Clear Title.** To enable Seller to make conveyance as herein provided, Seller shall, at the time of Closing, direct the Escrow Agent to use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests; *provided* that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

**18.12. Submission not an Offer or Option.** The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

**18.13. Entire Agreement; Amendments.** This Agreement and the Exhibits and Schedules hereto set forth all of the promises, covenants, agreements, conditions and undertakings

between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

**18.14. Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**18.15. Waiver of Jury Trial.** Each party to this Agreement hereby expressly AND IRREVOCABLY waives any right to trial by jury of any claim, demand, action or cause of action (each, an "Action") (a) arising out of this Agreement, including any present or future amendment thereof or (b) in any way connected with or related or incidental to the dealings of the parties or any of them with respect to this Agreement (as hereafter amended) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether such Action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise and regardless of which party asserts such Action; and each party hereby agrees and consents that any such Action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this Section 18.15 with any court as written evidence of the consent of the parties to the waiver of any right they might otherwise have to trial by jury. THIS WAIVER IS GIVEN KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH COUNSEL.

**18.16. No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

**18.17. Rules of Construction.** Article and Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. All references to "Article" or "Sections" without reference to a document other than this Agreement, are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Article or Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

**18.18. Confidentiality.** Neither Party shall make public disclosure with respect to this transaction either before or after Closing except:

(a) as may be required by law, including without limitation disclosure required under the Texas Public Information Act or Freedom of Information Act ("FOIA") request, securities laws, or by the Securities and Exchange Commission, or by the rules of any stock exchange, or in connection with any filing or registration;

**CONSENT OF ESCROW AGENT**

The undersigned Escrow Agent hereby agrees to (i) accept the foregoing Agreement, (ii) be Escrow Agent under said Agreement and (iii) be bound by said Agreement in the performance of its duties as Escrow Agent; *provided, however*, the undersigned shall have no obligations, liability or responsibility under (i) this Consent or otherwise unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned or (ii) any amendment to said Agreement unless and until the same shall be accepted by the undersigned in writing.

DATED: \_\_\_\_\_

Edwards Abstract and Title Co.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## List of Exhibits

- Exhibit “A”** Description of Land
- Exhibit “B”** Permitted Exceptions
- Exhibit “C”** List of Contracts
- Exhibit “D”** Form of Deed
- Exhibit “E”** INTENTIONALLY DELETED
- Exhibit “F”** Form of Bill of Sale
- Exhibit “G”** Form of Assignment and Assumption of Contracts
- Exhibit “H”** Form of Assignment of Intangible Property
- Exhibit “I”** Form of Non-Foreign Affidavit
- Exhibit “J”** Form of Certificate of Representations and Warranties
- Exhibit “K”** Property Information

**Exhibit "A"**

**Description of Land**

**Tract 14: Branch 1 (100 W Cano St, Edinburg TX 78539)**

**Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), 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.**

**Tract 30: CALL CENTER (505 S McColl Rd, 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 31: DATA CENTER & CORPORATE HDADQUARTERS**

**(123 W Mahl St, Edinburg TX 78539)**

**Lots Thirteen (13), Fourteen (14), Fifteen (15), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), and Twenty-Four (24), 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.**

**Exhibit "B"**

**Permitted Exceptions**

**Exhibit "C"**  
**List of Contracts**

**[\*Seller to provide\*]**

**Exhibit "D"**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL WARRANTY DEED**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF HIDALGO**   §

\_\_\_\_\_, a \_\_\_\_\_, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by **Hidalgo County, Texas** ("Grantee"), the receipt and sufficiency of which are acknowledged, has **GRANTED, BARGAINED, SOLD, and CONVEYED** and by these presents does hereby **GRANT, BARGAIN, SELL, AND CONVEY**, unto Grantee all of that certain lot, tract or parcel of land situated in the City of Edinburg, Hidalgo County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated by this reference for all purposes, together with all of Grantor's right, title, and interest in and to (a) any and all rights, titles, powers, benefits, privileges, easements, licenses, rights-of-way, tenements, hereditaments and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, benefits, privileges, easements, licenses, rights-of-way, tenements, hereditaments and interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, the "Property").

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to the encumbrances and exceptions ("Permitted Exceptions") described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes, but only to the extent they affect or relate to the Property and are valid and enforceable against the Property.

**TO HAVE AND TO HOLD** the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors, assigns and legal representatives, forever; and Grantor does hereby bind Grantor, and Grantor's successors, assigns and legal representatives, to **WARRANT and FOREVER DEFEND**, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's successors, assigns and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, by its acceptance of this Special Warranty Deed, assumes payment of all standby charges, ad valorem taxes, and assessments for the 2019 calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the Property.

Grantee's address is: \_\_\_\_\_.

**EXECUTED** as of \_\_\_\_\_, 2019.

**GRANTOR:**

\_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2019, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that he is the \_\_\_\_\_ of the within named Grantor and for and on behalf of said Grantor, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires:

\_\_\_\_\_

(seal)

When recorded, return to:  
Hidalgo County, Texas  
Judge Richard F. Cortez  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

List of Exhibits:  
Exhibit "A" – Property Description  
Exhibit "B" – Permitted Exceptions

**Exhibit "A"**

**Description of Land**

**Tract 14: Branch 1 (100 W Cano St, Edinburg TX 78539)**

**Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), 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.**

**Tract 30: CALL CENTER (505 S McColl Rd, 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 31: DATA CENTER & CORPORATE HDADQUARTERS**

**(123 W Mahl St, Edinburg TX 78539)**

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**Exhibit "B"**

**Permitted Exceptions**

**Exhibit "E"**

**INTENTIONALLY DELETED**

**Exhibit "F"**

**BILL OF SALE**

\_\_\_\_\_, a \_\_\_\_\_ ("**Seller**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to Hidalgo County, Texas ("**Buyer**"), all of the fixtures, equipment, furniture, furnishings, appliances, supplies and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with the real property described on Exhibit A (the "**Real Property**") attached hereto and located within the Real Property (collectively, the "**Personal Property**"), but specifically excluding from the Personal Property any accounting software or related items, all property leased by Seller or owned by tenants or others, if any, to have and to hold the Personal Property unto Buyer, its successors and assigns, forever.

Seller grants, bargains, sells, transfers and delivers the Personal Property in its "**AS IS**" condition, WITH ALL FAULTS, IF ANY, and makes no representations or warranties, direct or indirect, oral or written, express or implied, as to title, encumbrances and liens, merchantability, condition or fitness for a particular purpose or any other warranty of any kind, all of which representations and warranties are expressly hereby disclaimed and denied.

Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

*[Signatures appear on following page]*

*Signature Page to  
Bill of Sale*

**SELLER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

Hidalgo County, Texas

**ATTEST:**

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

By: \_\_\_\_\_  
Name: Richard F. Cortez  
Its: County Judge

**ATTACH:**

Exhibit A – Real Property Description

**Exhibit "G"**

**ASSIGNMENT AND ASSUMPTION OF CONTRACTS**

DATE: \_\_\_\_\_, 2019  
ASSIGNOR: \_\_\_\_\_, a \_\_\_\_\_  
ASSIGNEE: Hidalgo County, Texas

**RECITALS:**

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2019 (the "**Purchase Agreement**"), wherein Assignor agreed to sell and Assignee agreed to buy certain real property described in Exhibit A attached hereto and the improvements located thereon (the "**Property**"); and

WHEREAS, Assignee desires to assume and Assignor desires to assign to Assignee all of Assignor's interest as owner, under the service contracts (the "**Contracts**") described in Exhibit B attached hereto and incorporated herein pertaining to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Contracts, together with the right to receive any and all sums and proceeds arising out of said Contracts, from and after the date of conveyance of the Property by Assignor to Assignee (the "**Conveyance Date**").

2. **Assumption.** Assignee assumes and agrees to be bound by all of Assignor's liabilities and obligations pursuant and the Contracts, if any, and agrees to perform and observe all of the covenants and conditions contained in and the Contracts, from and after the Conveyance Date.

3. **Indemnification.** Assignee to the extent allowed by law covenants and agrees to indemnify and hold harmless Assignor for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, arising out of any breach of any of the Lease or the Contracts by Assignee to the extent occurring from and after the Conveyance Date. Assignor covenants and agrees to indemnify and hold harmless Assignee for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, arising out of any breach of any of the Lease or the Contracts by Assignor to the extent occurring prior to the Conveyance Date.

4. **Binding Effect.** This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. **Construction; Definitions.** This Assignment shall be construed according to Texas law, without regard to its conflicts of laws principles. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

6. **Counterparts.** This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.

DATED as of the day and year first above written.

*Signature Page to  
Assignment of Contracts*

**SELLER:**

PlainsCapital Bank,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

Hidalgo County, Texas

ATTEST:

\_\_\_\_\_  
Arturo Guarjardo, Jr., County Clerk

By: \_\_\_\_\_  
Name: Richard F. Cortez  
Its: County Judge

ATTACH:

Exhibit A - Property Description  
Exhibit B - Contracts

**Exhibit "H"**

**ASSIGNMENT OF INTANGIBLE PROPERTY**

DATE: \_\_\_\_\_, 2019  
ASSIGNOR: \_\_\_\_\_, a \_\_\_\_\_  
ASSIGNEE: Hidalgo County, Texas

**RECITALS:**

- A. Assignor presently owns the real property described in Exhibit A to this Assignment and the improvements and personal property located thereon (the "**Property**").
- B. WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2019 (the "**Purchase Agreement**"), wherein Assignor agreed to sell and Assignee agreed to buy the Property;
- C. Assignor desires to sell the Property to Assignee, and in connection therewith, Assignor desires to assign to Assignee and Assignee desires to acquire Assignor's interest, if any, in and to the following described rights, interests and property inuring to the benefit of Assignor and relating to the Property.

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor agrees as follows:

- 1. Assignment. Assignor assigns, transfers, sets over, and conveys to Assignee, to the extent the same are assignable, all of Assignor's right, title, and interest, if any, in and to (i) any warranties and/or guaranties, express or implied, from contractors, builders, manufacturers, and/or suppliers inuring to the benefit of Assignor and relating to the Property, (ii) any licenses, permits and approvals relating to the Property, (iii) any service marks, logos and trade names, (iv) all plans, drawings and specifications and (v) any development rights.
- 2. Binding Effect. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 3. Construction; Definitions. This Assignment shall be construed according to Texas law, without regard to its conflicts of laws principles. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

DATED as of the day and year first above written.

**ASSIGNOR:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

Hidalgo County, Texas

**ATTEST:**

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

By: \_\_\_\_\_  
Name: Richard F. Cortez  
Its: County Judge

**ATTACH:**

Exhibit A - Property Description

**Exhibit "I"**

**NON-FOREIGN AFFIDAVIT**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by \_\_\_\_\_, a \_\_\_\_\_ ("Seller"), the undersigned hereby certifies the following:

1. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller's U.S. taxpayer identification number is \_\_\_\_\_; and
3. Seller's address is \_\_\_\_\_.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Under penalties of perjury, the undersigned declares that it has examined this certification and to its knowledge and belief it is true, correct, and complete, and further declares that it has authority to sign this document.

Date: As of \_\_\_\_\_, 2019.

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit "J"**

**CERTIFICATE OF REPRESENTATIONS AND WARRANTIES**

**[Letterhead of Party Giving Certificate (Seller or Buyer)]**

\_\_\_\_\_, 2019

[Name of Party Receiving Certificate (Seller or Buyer)]

[Address of Party Receiving Certificate]

[City, State]

Ladies and Gentlemen:

The undersigned hereby certifies that all of the representations and warranties made by it in Section \_\_\_\_ of the Purchase and Sale Agreement dated as of \_\_\_\_\_, 2019 (the "**Purchase Agreement**") between the undersigned, as [insert Seller or Buyer], and you, as [insert Seller or Buyer], are true and correct as of the date hereof in all material respects, except as follows: [insert "**none**" or exceptions], which shall survive the date hereof for the period and subject to the limitations provided in the Purchase Agreement, and thereafter shall be null and void. The undersigned further ratifies and confirms the continued applicability of, and the understandings and agreements of the undersigned set forth in, such Section \_\_\_\_.

Very truly yours,

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit "K"

### PROPERTY INFORMATION

1. Existing Title Policy
2. Underlying Title Documents
3. Existing Survey, site plan
4. Current Rent Roll
5. Property Level Operating Statements, 2014-2016 and 2017 Year to Date
6. Current Year Budget
7. Broker's Sale Package
8. General Ledger Report
9. CAM Reconciliation/CAM Budget:
  - a) Current Year CAM Estimates; and
  - b) Back up documentation to support CAM Reconciliation:
    - 1) Operating Expense Recovery Schedule;
    - 2) Schedule of Tenant Reimbursements (*i.e.* electricity sub-metered) previously billed; and
    - 3) Tenant ledgers (to show what was actually billed).
10. Tenant Financial Reports, certified personal financial statement of any lease guarantors
11. Tenant Contact List
12. Service Contracts
13. Utility Bills, list of all accounts with service providers, past two years
14. Property Tax Bills (Current year and Previous 2 years), special assessment info if any
15. Property Insurance both Seller and Tenant Certificates and Property Casualty and Liability including loss run reports, and if applicable, Elevation Certification for Flood Insurance
16. Personal Property Inventory
17. Aged Receivables Report

18. Existing Environmental Reports
19. Site/Floor/Building Plans (as-builts), CAD files if applicable, details on initial building footage and expansion square footage
20. BOMA square footage calculations
21. Existing Seismic Report (if applicable)
22. Certificate of Occupancy (shell and all suites)
23. Property photos; interior and exterior, aerials
24. REA (Declarations) (if any)
25. Schedule of Litigation (if any)
26. Building Permits and Warranties (roof, mechanical, construction)
27. Zoning Compliance Letter, note violations, if any
28. Property Management Contract
29. Development Agreement (if any)
30. Association Documents, shared parking agreements, shared services, if any, applicable budgets
31. Lease Abstracts, if available
32. Tenant Leases (including all amendments, exhibits and correspondence)
33. List of open base building and tenant improvement construction, architectural or consultant agreements

SELLER TO PROVIDE BUYER ALL ORIGINAL TENANT LEASES (INCLUDING ALL AMENDMENTS, EXHIBITS AND CORRESPONDENCE) WITHIN ONE (1) BUSINESS DAY FOLLOWING THE CLOSE OF ESCROW.

(b) to such attorneys, accountants, present or prospective sources of financing, partners, directors, Buyer's elected officials, officers, employees and representatives of either Party or of such Party's advisors who need to know such information for the purpose of evaluating and consummating the transaction, including the financing of the transaction; and

(c) Buyer may issue a press release (the "Press Release") upon full execution of this Agreement by all parties announcing the transactions proposed herein including the purchase price or as may be permitted specifically by the terms of this Agreement.

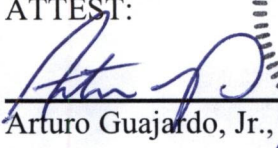
[Signature Page Follows]

Signature Page to  
Purchase and Sale Agreement

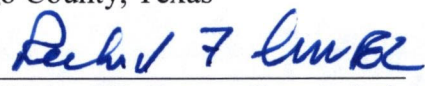
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

**SELLER:** PlainsCapital Bank  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**  
**ATTEST:**  
  
\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk



Hidalgo County, Texas  
By:   
Richard F. Cortez, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 