

STATE OF TEXAS §

COUNTY OF HIDALGO §

THIRD AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement by and between the County of Hidalgo, Texas and Jose I. Ramirez is made this _____ day of _____, 2017.

WHEREAS, on January 14, 2014, Hidalgo County (the "Lessee") entered into a Lease Agreement (the "Lease Agreement") with Jose I. Ramirez (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Lease Agreement;

WHEREAS, by Assumption Warranty Deed dated September 22, 2017, Jose I Ramirez and wife Altagracia M. Ramirez conveyed the real property which is the subject of the Lease Agreement to P and ARL, LLC, a Texas limited liability company;

WHEREAS, Article 5.1 provides the Lessee shall pay all utilities charges;

WHEREAS, from the inception of the Lease Agreement Lessor has paid the utility charges and Lessor is in the process of installing separate meters for utility companies to bill Lessee directly;

WHEREAS, Lessor has effectuated installation of a separate electric and utility meters for the Leased Premises;

WHEREAS, the parties desire to amend the Lease to (1) reflect the new ownership of the real property which is the subject of the Lease, (2) provide that Lessee will pay electrical utility charges directly to the electrical provider, and (3) provide that Lessee shall pay no additional rental to Lessor for electrical utility charges rather Lessee shall pay such electricity charges to the provider of same.

NOW THEREFORE, for and in consideration of the terms and provisions of this Third Amendment to Lease Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged Jose I. Ramirez, as Lessor, and County of Hidalgo, Texas, as Lessee effective as of execution of this Third Amendment agree to the following amendment to the Lease Agreements:

1. The name of the Lessor is changed to P and ARL, LLC.
in any place the name of the Lessor appears in the Lease Agreement.
2. In numbered paragraph 14.1 the name and address of the Lessor is deleted in its entirety and the following is inserted in lieu thereof:

P and ARL, LLC
221 N. 10th Street
McAllen, Texas 78501

3. The last sentence of Article 5.1 is deleted in its entirety as same was added by the First Amendment to the Lease Agreement which First Amendment was approved by Lessee on or about September 23, 2014.
4. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Jose I. Ramirez and Lessee ratify and confirm the terms and provisions of the Lease as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

ATTEST:

COUNTY OF HIDALGO

By: _____
Arturo Guajardo, Jr. County Clerk

By: _____
Ramon Garcia, County Judge

P and ARL, LLC

By: _____
Daniel Valdez, Managing Partner

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain