

9:30 AM A

JAN 17 2017

ARTURO GUJARDO JR., COUNTY CLERK  
HIDALGO COUNTY TEXAS  
BY [Signature] DEPUTY

### FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is made, entered into and effective as of the Effective Date by and between **CHCT TEXAS, LLC**, a Delaware ~~limited liability~~ company ("Lessor"), and **THE COUNTY OF HIDALGO** ("Lessee").

#### RECITALS:

WHEREAS, Lessor and Lessee are parties to that certain Lease dated as of December 26, 2013 by and between Triple R Medical Facilities, Ltd., a Texas limited partnership and Lessor's predecessor in interest ("Prior Lessor"), and Lessee, as amended by that certain Modification of Lease dated as of May 19, 2015 by and between Prior Lessor and Lessee, and as assigned to Lessor by Prior Lessor by that certain Lease Assignment dated as of May 28, 2015 (collectively, the "Lease"), whereby Lessee leases from Lessor that certain premises identified as Los Alamos Professional Plaza, Suite 107, 427 E. Duranta Avenue, Alamo, Texas 78516, as more particularly described in the Lease;

WHEREAS, Section 1.2 of the Lease grants Lessee the option to extend the term of the Lease for two (2) additional periods of one (1) year each upon delivering notice of its exercise of renewal to Lessor at least sixty (60) days prior to the expiration of the then-current term; and

WHEREAS, Lessor and Lessee desire to amend the Lease to reflect Lessee's election to exercise its option to extend the term of the Lease in accordance with the provisions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals; Definitions.** The Recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full. All capitalized terms not defined in this Amendment shall be deemed to have the meanings given such terms in the Lease.
2. **Lease Term.** The term of the Lease shall be extended for one (1) year commencing December 26, 2016 and expiring at 11:59 p.m. on December 25, 2017. References in the Lease to "term" or "Term" shall mean the term of the Lease as extended by this Amendment, and references to "termination date" or "expiration date" shall mean December 26, 2017. Lessee shall have one remaining option to extend the term of the Lease for an additional one (1) year.
3. **Ratification of the Lease.** Except as specifically set forth in this Amendment, the parties hereto hereby agree that the Lease is unmodified and in full force and effect, and further hereby ratify, affirm and confirm the Lease as amended by this Amendment. From and after the Effective Date, the term "Lease" shall be deemed to mean and include the Lease as amended by this Amendment.

4. **Effective Date.** The “Effective Date” of this Amendment shall mean the date on which the Amendment is signed by the last party.
5. **Counterparts.** This Amendment may be executed in more than one counterpart, and delivered via facsimile or electronic mail.

[Signatures on following page]

The parties hereto have executed this Amendment as of the day and year written below such parties' signatures.

**LESSOR:**

**CHCT TEXAS, LLC,**  
a Delaware limited liability company

By: *Ron Hart*  
Name: RON HART  
Title: EVF ASSET MANAGEMENT  
Date: 10/25/16

**LESSEE:**

**THE COUNTY OF HIDALGO**

By: *Ramon Garcia*  
Name: Ramon Garcia  
Title: County Judge  
Date: 1/10/17

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/22/16 *ms*

(con't signature page)

**FIRST AMENDMENT TO LEASE**


**Company's Name:** CHCT Texas, LLC

**Department:** Hidalgo Co Urban Program


**AI-57203 Approved on CC on** 11/22/16

**APPROVED AS TO FORM:**

**Atlas, Hall & Rodriguez, LLP**

By: 

**ATTEST:**

By:   
Arturo Guarjardo, County Clerk

Date: 1-17-17

