

AMENDMENT 1

AGREEMENT BETWEEN WEBB COUNTY AND HERCULANO, LLC., D/B/A SUAREZ RESTAURANT

The original 3-year Agreement which is attached and incorporated into this Amendment 1 as “Exhibit 1” (herein referred to as Exhibit 1 and Original Agreement) was approved by the Webb County Commissioners Court and set to begin November 15, 2023, between **WEBB COUNTY**, a political subdivision of the State of Texas (hereinafter called “Lessor”) and Herculano, LLC., d/b/a Suarez Restaurant (hereinafter called “Lessee”), is hereby amended as set forth below.

Exhibit E: Which will now provide for the following:

Lessee shall be permitted to Operate the Restaurant during the following hours

Tuesday through Sunday from 7:00 am to 3:00 am

Monday shall be closed

The right to utilize the facility at the Webb County Fair Grounds now renamed 1848 will be paid to Webb County as described in Exhibit E.

This Amendment does not change or modify the contractual responsibility of the Lessee’s financial responsibility to pay Webb Count as stated in the Original Agreement including the conditions set out in Exhibits A through Exhibit D.

This Amendment shall run with the Term found in Paragraph 4.1 of the Original Agreement in that it will terminate on its own terms unless renewed by the parties on November 14, 2025. This contract shall commence on November 1, 2024.

The parties agree that the remaining paragraphs found in the Original Agreement shall remain in full force and effect to the extent not modified by this “Amendment 1” Agreement and become effective when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 on the dates set forth below.

Herculano Suarez, LLC d/b/a Suarez Restaurant
President/CEO/Managing Owner
Lessee

Date

WEBB COUNTY, Lessor

Tano E. Tijerina
Webb County Judge

Date

ATTEST:

Hon. Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Jorge L. Trevino, Jr.
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).