

STATE OF TEXAS *
COUNTY OF WEBB *

KNOW ALL MEN BY THESE PRESENTS:

WEBB COUNTY, TEXAS FAIRGROUNDS
RESTAURANT SPACE LEASE RENTAL AGREEMENT

This is a Lease Agreement made and entered into the 15th day of November, 2023, by and between **Webb County, Texas, a Political Subdivision of the State of Texas**, hereinafter referred to as "**Lessor**", and **HERCULANO, LLC., d/b/a "Suarez Restaurant"** hereinafter referred to as "**Lessee**".

1.1 **The Leased Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following. Exclusive rights to rent, lease, operate and occupy the four locations as set forth in section 1.2 that are located at the Webb County Fairgrounds, ("the premises"). The street address of this building is Webb County LIFE Fairgrounds, U.S. Hwy 59 East, Laredo, Texas 78045, (the Leased Premises").

1.3 **Use.** The Leased Premises shall be used only for general restaurant, food preparation, food catering and related Suarez Restaurant business purposes only as allowed in this lease by Lessor, Webb County, Texas. The "usable area" of the Leased Premises is a.) Pavillion Concession Stand b.) Fairgrounds Restaurant Location, c.) Outdoor Concession Stand (adjacent to Bar/Beer Booth), and d.) Rodeo Arena Concession Stand, as shown on map/Exhibit "E".

2.1 **Rent.** Lessee shall pay to Lessor as Rent as per the agreed Four (4) fee catering menu fee schedules set forth in Exhibits A-D for each Suarez Restaurant event catered at the Webb County Fairgrounds site during the term of this Lease, payable within thirty calendar days from Webb County being invoiced by Lessee.

FILED 12/13/2023 @ 2:30pm
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY Juchallegancia DEPUTY

2.3 **Place and time of Payment.** Unless otherwise provided all payments of rent and other sums shall be made by Lessee to Lessor at Webb County Fairgrounds Main Office, U.S. Hwy. 59 E., Laredo, Webb County, Texas 78045, in advance on the 1st day of each calendar month. Rent and late payment charges shall be due and paid without as per the terms of this Lease. Failure to pay rent or other sums shall subject Lessee to the default provisions of this Lease.

2.4 **Late Payment of Rent.** If any rent payment is not received by Lessor within Five (10) days after its due date, Lessee shall pay a late charge of Five (5%) percent of such rent payment. If any rent payment is not received by Lessor within Thirty (30) days after its due date, Lessee shall pay interest at the highest rate allowable by law for Lessee, until such rent is paid. Such late payment charges are due immediately when incurred without notice or demand. Lessee shall pay all applicable bank charges incurred by Lessor plus Thirty-Five and No/100 Dollars (\$35.00) for each returned check. Payments of any kind received by Lessor on behalf of Lessee shall be applied first to non-rent items, then late fees, then to rent. Payment of rent by Lessee shall be an independent covenant, without right of set-off or deduction. Lessee's right to possession and all of Lessor's obligations hereunder are expressly contingent on the prompt payment of rent, and the use of the Leased Premises is obtained only on the condition that rent is paid on time. In the event Lessee has not timely paid rentals and other sums due on two or more consecutive occasions or in the event of a returned check for insufficient funds or no account, Lessor may require that all rent and other sums due be paid by Cashier's Check, Certified check, or Money Order, without prior notice.

4.1 **Term, Commencement and Renewal.** The Lease term shall be for Twenty-Four (24) full calendar months commencing November 15th, 2023 thru November 14th, 2025. This

lease may be renewed by Lessee for one additional year from Nov. 2025-Nov. 2026, by Lessee providing notice of intent to renew the lease not less than Ninety (90) days prior to the end of the primary term on November 14, 2025, conditioned on and expressly made subject to the Lessee not being in default(s) under the rental payments or terms of this lease

5.1 **Utilities.** Lessor shall be responsible for all utility services such as electricity, water, gas. Lessee shall be responsible for internet, cellular or landline telephone or other telecommunication services or equipment nor any kind of television cable and/or satellite service. Lessee shall at their sole cost and expense pay for garbage and trash hauling and provide a grease trap storage container for regular pick up and disposal off site.

5.2 **Interruption of Utilities or Services.** Temporary interruption or malfunction of utilities, services, and/or telephone service shall not constitute an eviction or disturbance of Lessee or a breach by Lessor. Nor shall such temporary interruption or malfunction render Lessor liable for damages, release Lessee from any obligation under this Lease, or grant Lessee any right of offset, recoupment, or rent abatement, unless interruption is caused by Lessor's intentional negligence.

5.3 **Maintenance and Repairs by Lessee.** Lessee shall maintain the Leased Premises in good clean condition at Lessee's expense. Lessor shall at all times during the term of this Lease be responsible for maintenance and associated repairs for the Leased Premises including plumbing, air conditioning, electrical, windows, interior and exterior lighting and repairs required by normal maintenance operations. Lessee shall also be responsible for all damages caused to the Leased Premises by Lessee, its employees, licensees, visitors or patients. The Lessor shall be responsible for the maintenance, repair and replacement of all structural elements, including but not be limited to the roof, exterior walls, and foundation, and all major

repairs and replacement of the mechanical, electrical, plumbing and HVAC systems and equipment of the building, (other than damages caused by Lessee, its employees, licensees, visitors etc. Lessee shall be solely financially responsible for any and all costs, Suarez Restaurant operations needed custom **repairs and modifications required by applicable state, local and City of Laredo health and safety laws shall be the responsibility of Lessee.**

6.4 Security Lessee will not provide security for the building or parking area. Lessor shall not be liable for any loss or injury resulting from lack of security. Lessor will provide Lessee with two (2) keys to the Leased Premises. Lessee will be responsible for any additional keys. Lessor reserves the right to re-key or change locks for security reasons, provided new keys are timely furnished to Lessee. Lessee may not add locks, change locks or re-key locks without written permission from Lessor.

6.5 **Entry by Lessor.** Unless otherwise prohibited by law, Lessor and Lessor's agents shall have access to the Leased Premises at all times, during regular business hours and upon reasonable notice to Lessee, for inspections, repairs, and other reasonable business purposes, except that such notice shall not be required in cases of emergency to protect the Leased Premises or the building or in the event of abandonment by Lessee. Such right shall be exercised by Lessor in a reasonable manner. Upon termination of this Lease or termination of Lessee's right of possession, Lessor shall have the right to peacefully re-enter and resume possession of the Leased Premises.

7.1 Parking Parking shall be provided by Lessor.

8.1 **Occupancy, Nuisance and Hazards.** The Leased Premises shall be occupied only by Lessee or Lessee's employees and shall not be left entirely vacant for periods in excess of Thirty (30) days nor used exclusively for storage. Lessee and Lessee's agents, employees,

family, licensees, invitees, visitors, and contractors shall comply with all federal, state, and local laws relating to occupancy or to criminal conduct while such persons are on the Leased Premises. Lessee and the persons listed above shall not (a) use, occupy, or permit the use or occupancy of the Leased Premises for any purpose which is directly or indirectly forbidden by such laws or which may be dangerous to life or property; (b) permit any public or private nuisance; (c) do anything which might emit offensive odors or fumes; (d) make undue noise; (e) set up vibrations in the building; (f) permit anything which would cancel insurance coverage; (g) do any act which will cause or create an environmental hazard to the Leased Premises or the Aurora Office Building; or (h) otherwise damage the Leased Premises or the Aurora Office Building.

9.1 **Taxes.** Lessee shall be responsible for payment of all taxes assessed against Lessee's furniture, equipment, fixtures, or other personal property in the Leased Premises.

10.1 **Insurance.** Lessee shall maintain, subject to Lessor's approval and at Lessee's expense, comprehensive general liability insurance on the Leased Premises in the following minimum amounts: (1) \$1,000,000.00 per occurrence; (2) \$2,000,000.00 aggregate; and, (3) \$25,000.00 medical. Lessee shall provide proof of insurance to Lessor. Such insurance shall show Lessor as loss payee and/or additional insured. Proof of insurance will be provided to Lessor upon or before (5) five days prior to the commencement date of this Lease.

Lessor will obtain and maintain during the term of this Lease a Texas standard fire insurance policy on the building, and any improvements and fixtures appurtenant thereto including coverage for the perils enumerated under the policy definition of fire, lightning and extended coverage. However, the policy shall expressly exclude Lessee's personal property,

trade fixtures and equipment, which are required to be insured by Lessee, at his sole cost and expense.

11.1 **Hold Harmless and Indemnification.** Lessee does hereby indemnify Lessor for and shall hold Lessor harmless from all fines, suits, claims, demands, liabilities and actions (including expenses of defending against the same) resulting from any acts or omissions of Lessee, its agents, licensees, visitors or patients at the Leased Premises or employees, from the use of the Leased Premises by Lessee, its employees, agents, licensees, visitors, etc. Lessor shall not be liable to Lessee or the Lessee's agents, employees, licensees, visitors or customers for any damage to any person or co-tenant, visitor, or other occupant of the building unless caused by the negligence or willful misconduct of Lessor.

12.1 **Alterations by Lessee.** Lessee may not make any structural alterations, improvements, or other modifications of any kind to the Leased Premises without Lessor's written consent, except, however, Lessee may make nonstructural cosmetic type interior alterations, improvements or modifications without Lessor's consent. Prior to installation by Lessee of any fixtures necessary to satisfy Lessee's intended business needs, which require Lessor's consent, Lessee shall tender written plans for such alterations, installation or other remodeling to Lessor. If same are performed by Lessee with Lessor's permission, Lessee shall not allow any liens to be placed against the building as result of such addition or alterations. Alterations, improvements and modifications done by Lessee shall comply with all applicable laws. Lessee will be responsible for any alterations to the Leased Premises required by any governmental entity, by not as to any other portions of the building or the common areas.

13.1 **Removal of Property by Lessee.** Lessee may remove its trade fixtures, supplies and movable furniture and equipment from the Leased Premise only if (a) such property is not

nailed, stapled, bolted, screwed, glued, or otherwise attached to the building; (b) such removal is made prior to the end of the Lease term, renewal terms or negotiated extension period; and (c) Lessee is not in default under this Lease at the time of such removal. Notwithstanding the foregoing, it is agreed that Lessee may remove such trade fixtures, supplies, furniture and equipment that are nailed, bolted, stapled, screwed, glued or otherwise attached to the building if any damage caused to the Leased Premises by reason of such removal is repaired to the satisfaction of Lessor. Lessee may remove picture frames, hanging mechanisms and ceiling fans which were installed at Lessee's expense. Lessee shall have no rights to property remaining on the Leased Premises after Thirty (30) days after the end of the Lease term, renewal terms or extension period or after move-out. If Lessor requests in writing, Lessee shall, immediately prior to moving out, remove alterations, additions, fixtures, equipment, and property installed or attached by Lessee in the Leased Premises. Lessee shall pay for the cost of repair or any damage caused by Lessee's removal of any property covered by this paragraph.

14.1 **Subletting and Assignment by Lessee.** Lessee shall not sublet the Leased Premises or any part thereof. Lessee shall not assign this Lease or allow it to be assigned in whole or in part, by operation of law or otherwise. Lessee shall not mortgage or pledge this

15.1 **Destruction by Fire or Other Casualty.** If the Leased premises are partially or totally destroyed by fire or other casualty normally covered by a fire and extended coverage insurance policy in Texas, Lessor shall repair and restore the Leased Premises as soon as reasonably practical to substantially the same condition before such damage. However, if Lessor determines that the Leased Premises are completely destroyed or so badly damaged that repairs cannot be commenced within Thirty (30) days after the casualty and completed within Six (6) months after the fire or casualty, then this Lease may be terminated as of the date of the

occurrence of the damage or destruction by either Lessor or Lessee by serving written notice upon the other. If the Leased Premises are totally destroyed or so damaged by fire or other casualty that the Leased Premises cannot reasonably be used by Lessee for the purposes allowed in this Lease, and if this Lease is not terminated as above provided, there shall be a total abatement of rent until the Leased Premises is made usable. If the Leased Premises are partially destroyed or damaged by fire or other hazard so that the Leased Premises can be only partially used by Lessee for the purposes allowed in this Lease, there shall be an abatement in the rent corresponding to the time and extent to which such premises are not and cannot reasonably be used by Lessee. In no event shall Lessee be entitled to an abatement in rent as a result of damage to or destruction of the Leased Premises, which damage or destruction was caused by Lessee's employees, agents, family, licensees, visitors, or contractors. In no event shall Lessor be required to make repairs in excess of the insurance proceeds received plus the deductible under Lessor's applicable insurance policies.

16.1. **Default by Lessee.** (a) Lessor shall have any or all remedies provided by law or in equity. If Lessee defaults in any of the terms or conditions of this Agreement, the exercise of one or more rights or remedies by Lessor will not be taken to exclude or waive the right to the exercise of any other. Such monetary defaults may include, but are not limited to: (1) failure to pay rent or any other sum due by Lessee under this Lease within Five (5) days after the due date thereof; (2) failure to vacate on or before the last day of the Lease term, renewal term, or negotiated extension period; (3) failure to pay rent in advance on a daily basis in the event of unlawful holdover by Lessee; (4) unauthorized early move-out or notice of same as set forth below; (5) acquisition of Lessee's interest in this Lease by a third party by Judicial or non-judicial process; (6) unauthorized assignment or sublease; or (7) failure to comply with any

provision of this Lease for a period of Ten (10) business days after written notice by Lessor to Lessee of such default, provided that if Lessee has commenced actions to cure such default within said Ten (10) business day period and is diligently and in good faith prosecuting such cure to completion, Lessee shall have all reasonable and necessary time to complete such cure.

(b) **Door locks.** If Lessee is more than Ten (10) days delinquent in payment of rent or other sums due, the Lessor shall be entitled to change or modify door locks on all entry doors of the Leased Premises in accordance with applicable law, provided, however, Lessor shall immediately thereafter post a notice on the primary entry door to the Leased Premises stating name and location of such individual where such key may be obtained. Lessor's right to modify or change locks shall occur automatically and without notice if Lessee's rent is accelerated as provided below, relating to unlawful early move-out. Lessor shall not be responsible to Lessee for any loss of business or any other loss during such door lock times.

(c) **Acceleration after notice of Ten (10) business day rental delinquency.** If Lessee is more than Ten (10) business days delinquent in payment of rent or other sums due and if Lessee fails to pay same in full within Three (3) days after Lessor delivers to Lessee at the Leased Premises, a written notice of Lessor's intent to accelerate, then all rent for the remainder of the Lease term shall be accelerated, due and delinquent at the end of such Three (3) day notice period without further notice. Such acceleration rights are in consideration of the rentals for the entire term being payable in monthly installments rather than in one lump sum at the beginning of the Lease term. If Lessee has already vacated the Leased Premises, notice of acceleration may be delivered to Lessee pursuant to the notice provisions of this Lease.

(d) **Termination of possession.** If Lessee is in default pursuant to the terms of this lease and Lessee remains in default for Three (3) days after Lessor gives written notice of such

default to Lessee, or if Lessee abandons the Leased Premises, Lessor may (with or without demand for performance) terminate Lessee's right of possession by giving Three (3) day's written notice to vacate; and Lessor shall be entitled to immediate possession without termination of Lessee's obligations under the Lease. Lessor's repossession shall not be considered an election to terminate this Lease unless written notice of such intention to terminate is given to Lessee by Lessor. Repossession may be by voluntary agreement or by eviction lawsuit. Commencement of an eviction lawsuit shall not preclude Lessor's remedies of lock change, utilities termination, or other rights and remedies of Lessor.

(e) **Termination of Lease.** Lessor may elect to terminate this Lease (as contrasted to termination of possession rights only) for cause upon default and failure to cure such default(s) by Lessee or at any time after Lessor's lawful re-entry of repossession following default by Lessee, by providing written notice of such termination as provided by the notice provisions of this Lease.

(i) If Lessee holds over beyond the last day of the Lease term, or negotiated extension period, Lessor may exercise all rights set forth herein regarding holdovers; and, notwithstanding any other provision of this Lease, Lessor may immediately exercise lock change or utility termination rights under this Lease, without delay and without prior notice to Lessee, except as may be required by law.

(j) **Parking violations.** All Lessee's and their employees, agents, customer's suppliers, etc., shall park and unload goods etc., as per Webb County Fairgrounds parking rules and regulations, personal passenger trucks and non-company vehicles may not be stored overnight. Lessor may remove vehicles parked in violation without liability to Lessee or its agents. If such vehicles belong to Lessee's agents, invitees, employees or patients, Lessee shall

indemnify Lessor from any and all claims by Lessee's agents, invitees, employees or patients for damage or loss resulting from the removal of any such vehicle.

(k) **Damages.** In addition to other remedies, Lessor may recover actual damages resulting from Lessee's default.

17.1 **Default by Lessor.** If Lessor defaults in the performance of any term, covenant or condition required to be performed by Lessor under this Lease, Lessor will have Thirty (30) days following receipt of written notice from Lessee specifying such default, to cure such default, provided that if Lessor has commenced actions to cure such default within said Thirty (30) day period, Lessor will have all reasonable and necessary time to complete such cure.

17.2 **Remedies for Lessor Default.** Upon occurrence of any default by Lessor as provided by this Lease and the subsequent failure by Lessor to cure or commence actions to cure, as herein provided, Lessee will, as Lessee's sole remedy, have the right to maintain an action against Lessor solely for actual damages suffered as a result of Lessor's default.

17.3 **Lien for Rent.** To secure performance of all Lessee's obligations under this Lease and all monies or damages owed by Lessee to Lessor, Lessee gives to Lessor a contractual lien on all of Lessee's property which may be found on Leased Premises. Such lien also covers all insurance proceeds which may accrue to Lessee by reason of damage or destruction of such property. This lien is given in addition to Lessor's statutory liens, particularly Section 54.021 of the Texas Property Code; and Lessor's statutory lien and contractual lien shall be considered encumbrances properly fixed on such property for statutory and contractual lien purposes when the Lessee's property is placed on the premises. Exercise of statutory lien shall not waive Lessor's contractual lien; and vice versa. Lessee shall not remove such property while rent or other sums remain due and unpaid to Lessor and such property shall not be removed until all

covenants of this Lease have been complied with. Notwithstanding the above, Lessor's lien shall be subordinate to any purchase money security interest in Lessee's personal property if such purchase money lien is properly perfected and timely recorded as required by the Texas Business and Commerce Code prior to exercise of lien by Lessor. If Lessee fails to pay rent or any other sums due by Lessee, Lessor's representative may peacefully enter the Leased Premises (and any storage facilities) and remove and store all property therein. If Lessor removes any property under this lien, Lessor shall leave the following information in a conspicuous place inside the Leased Premises: (a) written notice of exercise of lien; (b) a list of items removed; (c) the name of the Lessor's representative who removed such items; and, (d) the date of such removal.

Notwithstanding the foregoing terms, Lessor agrees, upon request of Lessee from time to time during the term of this Lease, to subordinate its contractual and statutory landlord's liens to any purchase money security interest created in favor of a third party lender secured by equipment, inventory or trade fixtures to be used by Lessee in the Leased Premises. Such subordination shall be evidenced on such form(s) as may be reasonably requested by Lessee's lender, and Lessor agrees to execute any such subordination agreement within Ten (10) days after request thereof by Lessee or its lender.

18.1 **Attorney's Fees, Interest, and Other Expenses.** All sums due and unpaid by Lessor or Lessee under this Lease shall bear interest at the maximum lawful rate of interest as provided by law from date of default until paid, plus any late payment fees due under this Lease. If Lessee or Lessor is in default under this Lease and if it becomes necessary for the non-defaulting party to place this Lease in the hands of any attorney in order to enforce the rights or remedies under this Lease, the non-defaulting party may recover reasonable attorney's fees even if suit has not been filed. In any lawsuit concerning this Lease, the prevailing party shall be

entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out of pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

19.1 **Non-waiver.** Lessor's or Lessee's acceptance of monies or failure to complain of any action, non-action or default of Lessee or Lessor, whether singular or repetitive, shall not constitute a waiver of any of Lessor's or Lessee's rights or obligations under this Lease. If payment of any sums due hereunder is accompanied by written conditions or is represented to be a settlement or satisfaction of any obligation, the payee may accept and deposit such monies without being bound by such conditions or representations unless the payee expressly agrees to such conditions or settlement in a separate written instrument. Waiver of any right or any default under this Lease shall not constitute a waiver of any other right or constitute a waiver of any other default or any subsequent default. No act or omission by Lessor or Lessor's agents shall be deemed an acceptance of surrender of the Leased Premises. No agreement by Lessor to accept a surrender of the Leased Premises shall be valid unless it is in writing and signed by a duly authorized agent of Lessor.

20.1 **Surrender of Premises.** At the expiration or termination of this Lease or the termination of Lessee's right of possession, Lessee shall surrender the Leased Premises to Lessor in the same condition as on the date of initial possession by Lessee, ordinary wear and tear expected. Removal of property by Lessee upon Lessee's surrender of the Leased Premises shall be in accordance herewith.

21.1 **Holding Over.** If Lessee remains in possession of the Leased Premises after the expiration of or mutually agreed termination of this Lease, without the consent of Lessor or the execution by Lessor and Lessee of a new lease or a renewal or extension of this Lease, then (a)

Lessee shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance on a monthly basis, subject to all obligation of this Lease, except that Lessee will pay to Lessor as rental during the holdover period an amount equal to one and half times the rental including the base rental and the additional rental; (b) Lessee shall be subject to all other remedies of Lessor as provided herein; and, (c) Lessee shall indemnify Lessor and/or prospective tenants for damages (including lost rentals, storage expenses and attorney's fees). If Lessee holds over with Lessor's consent, then Lessee shall continue to pay base rent and additional rent in accordance with the terms of Paragraphs 2.1 and 2.2.

22.1 **Notices.** If written notice is required under this Lease, such notice shall be in writing and shall be either (a) hand delivered personally to the party being notified; (b) hand delivered to or inside such party's mailing address set forth below, provided such notice is delivered to an employee or representative of Lessee or (c) forwarded by certified mail, return receipt requested, postage prepaid, to such party at such party's mailing address. The mailing address of Lessor shall be the address to which Lessee normally mails or delivers the monthly rent. The mailing address of Lessee shall be the Leased Premises under this Lease unless otherwise stated.

Hand delivered notice is required only when expressly required in this Lease. Notice and payment of monies shall be deemed given or made upon actual delivery or upon the third day after mailing from any location within Webb County, whichever is sooner. Notice by non-certified mail shall be sufficient if actually received by the addressee or an employee or agent of addressee at Lessee's office space. The term "notice" shall be inclusive of notices, billings, requests and demands.

23.1 **Binding on Successors.** This Lease shall bind and inure to the benefit of the parties to this Lease and their respective heirs, legal and personal representatives, successors and assigns.

24.1 **Warranties.** Lessor's duties are limited to those expressly stated in this Lease and shall not include any implied duties or implied warranties, now or in the future. Lessor does not make and herewith specifically disclaims any warranties whatsoever, express or implied, concerning the Leased Premises or their suitability or profitability for Lessee or for any particular purpose.

25.1 **Place of Performance.** All obligations under this Lease, including payment of rent and other sums due, shall be performed in Laredo, Webb County, Texas, where the building is located.


26.1 **Miscellaneous.** This instrument, including all exhibits, constitutes the entire agreement between Lessor and Lessee. No other written or oral promises or representations have been made, and/or shall be binding. This Lease shall be construed in accordance with the laws of the State of Texas. Time is of the essence in the performance of all obligations by all parties. If any provision of this Lease is invalid under present or future laws, the remainder of this Lease shall not be affected.

Executed on this 13th day of November, 2023.

LESSOR:
WEBB COUNTY, TEXAS




TANO E. TIJERINA
WEBB COUNTY JUDGE

LESSEE:
HERCULANO SUAREZ, LLC.


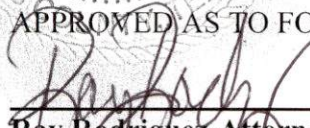
HERCULANO SUAREZ, MANAGER
D/B/A SUAREZ RESTAURANT

Executed on this ___th day of November, 2023.

ATTESTED:


MARGIE RAMIREZ-IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:



Ray Rodriguez-Attorney-at-Law
Assistant General Counsel
Webb County Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. 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). *Passed and approved by the Webb County Commissioners Court November 13th, 2023; Item No. . . .*

EXHIBIT B
SUAREZ RESTAURANT
WEBB COUNTY FAIRGROUNDS

PAVILION CONCESSION FEE SCHEDULE

Fee to be paid by Suarez Restaurant to Webb County based on event attendance.

# OF PEOPLE	FEE PAID TO WEBB COUNTY
250 PEOPLE AND UNDER	\$250.00
251 TO 500	\$50.00
501 TO 750	\$750.00
751 & OVER	\$1,000.00

EXHIBIT C
SUAREZ RESTAURANT
WEBB COUNTY FAIRGROUNDS

RESTAURANT & OUTDOOR CONCESSION FEE SCHEDULE

Fee to be paid by Suarez Restaurant to Webb County based on event attendance.

# OF PEOPLE	FEE PAID TO WEBB COUNTY
1,000 PEOPLE AND UNDER	\$1,500.00
1,001 TO 2,500	\$2,000.00
2,501 TO 5,000	\$2,500.00
5,001 TO 7,500	\$3,000.00
7,501 & OVER	\$3,500.00

EXHIBIT D
SUAREZ RESTAURANT
WEBB COUNTY FAIRGROUNDS

RODEO ARENA CONCESSION FEE SCHEDULE

Fee to be paid by Suarez Restaurant to Webb County based on event attendance.

# OF PEOPLE	FEE PAID TO WEBB COUNTY
1,000 PEOPLE AND UNDER	\$1,500.00
1,001 TO 2,500	\$2,000.00
2,501 TO 5,000	\$2,500.00
5,001 TO 7,500	\$3,000.00
7,501 & OVER	\$3,500.00