

First Amendment to the River Walk Lease Agreement

(155 E. Commerce LLC, an Affiliated Company of Chilton Restoration, LLC)

This First Amendment to the River Walk Lease Agreement is between 155 E. Commerce Hotel LLC, an Affiliated Company of Chilton Restoration, LLC. (“Lessee”) and the City of San Antonio (“CITY”), pursuant to the Ordinance Authorizing the First Amendment.

1. Identifying Information.

Lessee: 155 E. Commerce Hotel LLC
(155 E. Commerce Hotel LLC is an Affiliated Company of original lessee, Chilton Restoration, LLC)

Lessee’s Address: 5111 Broadway, San Antonio, TX 78209

Lease: River Walk lease agreement between the City of San Antonio (“CITY”) and 155 E. Commerce Hotel LLC, an Affiliated Company of Chilton Restoration, LLC (“Lessee”) dated June 18, 2015 and approved by Ordinance 2015-06-18-0555

**Ordinance Authorizing
Original Lease:** 2015-06-18-0555

**Ordinance Authorizing
First Amendment:**

2. Amendments:

The Lease Agreement is amended as indicated in the sections below.

3. Term.

Phase 1, Construction Phase shall commence October 2, 2015 and will terminate no later than December 31, 2020. Phase 2, Operating Term, shall commence January 1, 2021 or on the first day of commercial operations, whichever date is earlier. The Operating Term shall last 5 years, terminating on December 31, 2025 or the day 5 years subsequent to the commencement of operations, whichever day is earlier.

5. No Default.

5.1 Neither City nor Lessee is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

6. Same Terms and Conditions.

6.1 This renewal instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this amendment, the Lease remains a comprehensive statement of the rights and obligations of City and Lessee. City and Lessee reaffirm the Lease as modified by this agreement and represent to each other that, except as expressly stated in this instrument, no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

In Witness Whereof, the parties have caused their representatives to set their hands.

City

Lessee

City of San Antonio, a Texas municipal corporation

155 E. Commerce Hotel LLC,
an Affiliated Company of Chilton Restoration, LLC

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney