Consent to First Amendment to Sublease Agreement
Hyatt Regency San Antonio as Tenant
Hyatt Regency Atrium

This Consent to First Amendment to Sublease Agreement ("Consent") by and between City of San Antonio ("Landlord") and H.E. San Antonio I, L.L.C. ("Tenant" and/or "Sublessor").

WHEREAS, Landlord and Tenant have executed the Lease with subsequent amendments as set out in Identifying Information below, providing for the lease of Riverwalk Atrium space inside the Hyatt Regency Hotel;

WHEREAS, pursuant to such Lease, Tenant, as Sublessor, has entered into a sublease with Elegant Trader, Inc. and John Kangethe d/b/a Ice Cream and Chocolates by the River ("Sublease") for certain space in the Atrium area;

WHEREAS, Tenant has requested Landlord to give its consent to the First Amendment of the Sublease, a copy of which is attached hereto.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Identifying Information.

A. ORIGINAL LEASE

Tenant:	H.E. San Antonio I, LLC
Tenant's Address:	c/o Hyatt Corporation, 71 S. Wacker Drive, Chicago, Illinois 60606
Lease:	Non-Exclusive Lease Agreement between the City of San Antonio as Landlord and San Antonio 2000, Ltd (predecessor in interest to H.E. San Antonio I, LLC) as Tenant dated October 16, 1990 and authorized by the Ordinance Authorizing Original Lease
Ordinance Authorizing Original Lease:	72148 (August 23, 1990)
Premises:	All area within the atrium marked with a heavy black line on **Exhibit A**, which is incorporated by reference for all purposes as if fully set forth.

B. FIRST AMENDMENT

1ˢᵗ Amendment:	Amendment to Non-Exclusive Lease Agreement

between the City of San Antonio as landlord and San Antonio 2000, Ltd as tenant dated June 19, 1997 and authorized by the Ordinance Authorizing 1st Amendment

Ordinance Authorizing 1st Amendment:	86121 (June 12, 1997)

C. SECOND AMENDMENT

2nd Amendment:	2nd Amendment to Lease Agreement (Hyatt Regency) between San Antonio 2000, Ltd, as Tenant, and the City of San Antonio, as Landlord, and authorized by the Ordinance Authorizing 2nd Amendment
Ordinance Authorizing 2nd Amendment:	2007-05-17-0553 (May 17, 2007)

D. THIRD AMENDMENT

3rd Amendment:	3rd Amendment to Lease Agreement (Hyatt Regency) between the City of San Antonio, as Landlord, and H.E. San Antonio I, L.L.C. as Tenant
Ordinance Authorizing 3rd Amendement:	2011-03-03-0170 (March 3, 2011)

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this Consent, when used in this Consent, have the meanings ascribed to them in the Lease. References to "Lease" in this Consent include both the original Lease and all previous amendments to it.

3. Services in Lieu of Cash Rent.

The parties have previously agreed that no part of any rent paid by Sublessee to Sublessor shall be paid to Landlord.

4. Consent.

Landlord consents to the First Amendment between Sublessor and Sublessee attached.

5. Notices.

Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. Notice is complete three days

after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but in that case notice is effective only on actual receipt. Address for notice may be changed by giving notice.

Address for Notice to Landlord:

Director, Center City Dev. & Operations Dept.
City of San Antonio
P.O. Box 830066
San Antonio, Texas 78283-3966

Address for Notice to Tenant:

Hyatt Regency Hotel
123 Losoya
San Antonio, Texas 78205
Attn: Jeff Callender

With a copy to
Frank Burney
300 Convent #2500
San Antonio, Texas 78205
fburney@mdtlaw.com

6. No Default.

Neither Landlord nor Tenant is in default under the Lease.

7. Public Information.

Tenant acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

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

Landlord	Tenant
City of San Antonio, a Texas municipal corporation	**H.E. San Antonio I, LLC**, a Delaware limited liability company
Signature:_____	By:_____
Printed Name: Carlos J. Contreras, III	Printed Name: _Greg Leonard_
Title: Assistant City Manager	Title: _General Manager_
Date:_____	Date: _11/12/14_
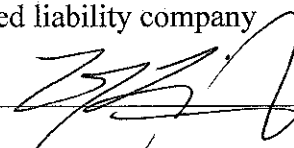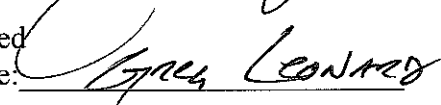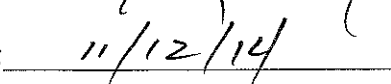
Approved as to Form:

_____

City Attorney

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Exhibit A.

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First Amendment to Sublease Agreement
Hyatt Regency San Antonio — San Antonio, Texas

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This First Amendment to Sublease Agreement (the **"AMENDMENT"**) is made and entered into effective as of September 1, 2014, by and between H.E. SAN ANTONIO I, L.L.C., a Delaware limited liability corporation licensed to do business in Texas ("SUBLESSOR"), and Elegant Trader, Inc. and John Kangethe dba Ice Cream and Chocolates by the River ("SUBLESSEE").

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Recitals

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SUBLESSOR and SUBLESSEE are parties to a Sublease Agreement (the "SUBLEASE") dated as of August 8, 2004. SUBLESSOR and SUBLESSEE desire to amend the Lease as more specifically provided in this AMENDMENT.

ACCORDINGLY, SUBLESSOR and SUBLESSEE, intending to be legally bound hereby, agree as follows:

1.   Option to Extend: Monthly Rent. The final term of the SUBLEASE ends on July 31, 2014. SUBLESSEE has expressed a desire to renew the SUBLEASE for an additional term of five (5) years. From August 1, 2014 until July 31, 2019, SUBLESSEE will pay as the minimum monthly rent, as follows:

June 1, 2014 to May 31, 2015	$300
June 1, 2015 to May 31, 2016	$325
June 1, 2016 to May 31, 2017	$350
June 1, 2017 to May 31, 2018	$375
June 1, 2018 to May 31, 2019	$400

In addition, SUBLESSEE shall have one (1) additional option to renew the term for an additional five (5) years. SUBLESSEE shall give notice of exercise of the option to SUBLESSOR as provided in Section 40 of the Lease. The monthly minimum rent during the first renewal term (2019 — 2024) will be the fair market value rental for the Premises, which will be mutually agreed to by the parties at least thirty (30) days prior to the expiration of the renewal term. SUBLESSOR shall send SUBLESSEE written notice of its calculation of the fair market value rental for the Premises at least Sixty (60) days prior to the expiration of the second renewal term and the parties will in good faith negotiate the fair market value rental for the Premises.

2.   Ratification and Approval of SUBLEASE SUBLESSOR and SUBLESSEE hereby ratify, readopt and approve the SUBLEASE as amended by this AMENDMENT and its terms shall continue in full force and effect as amended hereby.

3.   Entire Agreement. This AMENDMENT constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior

negotiations, understandings and agreements related to the subject matter hereof.

     4.   Counterparts. This AMENDMENT may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all of which counterparts, taken together, shall constitute one and the same agreement. This Amendment may also be signed by facsimile (fax) transmission.

     5.   Governing Law. This AMENDMENT shall be governed by the laws of the State of Texas. Venue shall only be appropriate in San Antonio, Texas.

     6.   Undefined Terms. All initially capitalized, non-grammatical words used herein but not defined herein shall have the meaning ascribed thereto in the SUBLEASE.

     7.   Binding Effect. All of the terms and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, executors, successors and assigns.

     8.   Recitals. The foregoing recitals are incorporated herein for all purposes.

IN WITNESS WHEREOF, SUBLESSOR and SUBLESSEE sign and deliver this AMENDMENT effective as of the date first above written.

SUBLESSOR:

HYATT CORPORATION, AS AGENT OF
H.E. SAN ANTONIO I, L.L.C.
a Delaware limited liability corporation licensed
to do business in Texas, d/b/a Hyatt Regency San Antonio

By:_____
    Greg Leonard, General Manager

SUBLESSEE:

Elegant Trader, Inc.

By: _____
    President

and

_____
John Kangethe, Individually