

First Amendment of Riverwalk Lease Agreement

(JCS Acquisition, Inc. d/b/a Joes' Crab Shack)

This First Amendment of the Riverwalk Lease Agreement is between Lessee and the City of San Antonio ("Lessor"), pursuant to the Ordinance Authorizing Renewal.

1. Identifying Information.

Lessee: JCS Acquisition, Inc. d/b/a Joe's Crab Shack

Lessee's Address: 212 College Street #100, San Antonio, Texas

Lease: River Walk Patio Lease between Lessor and Lessee pertaining to 98.87 square feet of patio space adjacent the San Antonio River.

Ordinance Authorizing

Original Lease: 2012-08-02-0549

Ordinance Authorizing

First Renewal:

Beginning of First

Renewal Term: January 1, 2018

Expiration of First

Renewal Term: November 30, 2022

2. Defined Terms.

2.1 All terms used in this instrument and not otherwise defined herein but defined in the Lease or any previous amendment to it have the meanings previously ascribed to them.

3. Term.

3.1 The term of the lease is extended from the Beginning of First Renewal Term through and including the Expiration of First Renewal Term.

3.2 LESSEE may terminate this Agreement with sixty (60) day written notice to CITY. Notwithstanding the preceding, if at any time during renewal period, LESSEE's property lease for adjacent property out of which restaurant is operated is terminated by the property owner(s), this Agreement shall automatically terminate.

4. Rental.

Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

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4.1 The rental may be paid in one lump sum in advance or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

4.1.1 For January 1, 2018 – December 31, 2018:
\$3,215.28 per term or \$267.94 per month

4.1.2 For January 1, 2019 – December 31, 2019:
\$3,298.32 per term or \$274.86 per month

4.1.3 For January 1, 2020 – December 31, 2020:
\$3,381.36 per term or \$281.78 per month

4.1.4 For January 1, 2021 – December 31, 2021:
\$3,464.40 per term or \$288.70 per month

4.1.5 For January 1, 2022 – November 30, 2022:
\$3,251.82 per term or \$295.62 per month

5. No Default.

5.1 Neither Lessor 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 renewal, the Lease remains a comprehensive statement of the rights and obligations of Lessor and Lessee. Lessor 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.

7. Public Information.

7.1 Lessee 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. Nothing in this agreement waives an otherwise applicable exception to disclosure.

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

Lessor

Lessee

City of San Antonio, a Texas municipal corporation

JCS Acquisition, Inc.

By: _____

By:  _____

Printed Name: _____

Printed Name and Title: **Steven L. Scheinthal**
Vice President

Title: _____

Date: November 3, 2017

Date: _____

Attest:

Legal LF

City Clerk

Approved as to Form:

City Attorney

Industria de Alimentos
Venezolana

Legal