

Second Amendment of Riverwalk Lease Agreement

(Gourdough's Riverwalk, LLC, a Texas limited liability company)

This Second 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: Gourdough's Riverwalk, LLC

Lessee's Address: 215 Losoya Street, San Antonio, Texas 78205

Lease: River Level Commercial Space: Two areas of patio space located on the River Walk consisting of 699.59 square feet (Exhibit A)

Street Level Commercial Space: An area of balcony space at street level, attached to the west side of the building consisting of 203.65 (Exhibit B)

Ordinance Authorizing Original Lease: 2009-01-29-0064

Ordinance Authorizing First Renewal: 2013-08-15-0529

Ordinance Authorizing Second Renewal

Beginning of Second Renewal Term: September 1, 2018

Expiration of Second Renewal Term: August 31, 2023

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 Second Renewal Term through and including the Expiration of Second Renewal Term.

4. Rental.

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 the term 9/1/2018 – 8/31/2019:

4.1.1.1 River Level Commercial \$2.77 per square foot per month or \$1,937.58

4.1.1.2 Street Level Commercial \$2.19 per square foot per month or \$445.73

4.1.2 For the term 9/1/2019 – 8/31/2020:

4.1.2.1 River Level Commercial \$2.84 per square foot per month or \$1,986.02

4.1.2.2 Street Level Commercial \$2.24 per square foot per month or \$456.87

4.1.3 For the term 9/1/2020 – 8/31/2021:

4.1.3.1 River Level Commercial \$2.91 per square foot per month or \$2,035.67

4.1.3.2 Street Level Commercial \$2.30 per square foot per month or \$468.29

4.1.4 For the term 9/1/2021 – 8/31/2022:

4.1.4.1 River Level Commercial \$2.98 per square foot per month or \$2,086.56

4.1.4.2 Street Level Commercial \$2.36 per square foot per month or \$480.00

4.1.5 For the term 9/1/2022 – 8/31/2023:

4.1.5.1 River Level Commercial \$3.06 per square foot per month or \$2,138.72

4.1.5.2 Street Level Commercial \$2.42 per square foot per month or \$492.00

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. Non-Discrimination

6.1 As a party to this contract, Lessee understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

7. Same Terms and Conditions.

7.1 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.

8. Public Information.

8.1 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.

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

Lessor

Lessee

City of San Antonio, a Texas municipal corporation

Gourdough's Riverwalk, LLC, a Texas limited liability company

By: _____

By: Paula Sanford

Printed Name: _____

Printed Name and Title: Paula Sanford, mg member

Title: _____

Date: _____

Date: 5/18/18

Attest:

City Clerk

Approved as to Form:

City Attorney

