

Second Amendment of Riverwalk Lease Agreement

(Riverton Suites, Management, LLC, d/b/a Hotel Contessa)

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: Riverton Suites, Ltd., d/b/a Hotel Contessa

Lessee’s Address: 315 East Commerce, San Antonio, Texas, 78205

Lease: River Walk Patio Lease between Lessor and Tenant pertaining to 562 square feet of patio space adjacent the San Antonio River.

Ordinance Authorizing Original Lease: 98951

Ordinance Authorizing First Renewal: 2010-11-18-0984

Ordinance Authorizing Second Renewal:

Beginning of Second Renewal Term: December 1, 2015

Expiration of Second Renewal Term: November 30, 2020

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 Renewal Term through and including the Expiration of Renewal Term.

4. Rental.

Sections 4.1 - 4.2 of the lease are deleted in their entirety and replaced with the following:

4.1 The monthly rental shall be \$1.67 per square foot per month for first lease year of the Renewal Term, and shall increase by a rate of two and a half percent (2.50%) per square foot per year, commencing upon the anniversary date of each remaining lease year. 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 12/01/2015 – 11/30/2016 (\$1.67 per square foot per month): \$11,262.48 payable in one lump sum in advance or \$938.54 per month.
- 4.1.2 12/01/2016 – 11/30/2017 (\$1.71 per square foot per month): \$11,532.24 payable in one lump sum in advance or \$961.02 per month.
- 4.1.3 12/01/2017 – 11/30/2018 (\$1.75 per square foot per month): \$11,802.00 payable in one lump sum in advance or \$983.50 per month.
- 4.1.4 12/01/2018 – 11/30/2019 (\$1.79 per square foot per month): \$12,071.76 payable in one lump sum in advance or \$1,005.98 per month.
- 4.1.5 12/01/2019 – 11/30/2020 (\$1.83 per square foot per month): \$12,341.52 payable in one lump sum in advance or \$1,028.46 per month.

4.2 From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Lessee must Rent pay to Lessor at the place, at the intervals, and in the manner described in the Lease for the payment of rent.

4.3 A fifty dollar (\$50.00) late charge will be assessed on any Rent payment received on the eleventh (11th) day of the applicable month or any day thereafter.

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.

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

Lessor

Lessee

City of San Antonio, a Texas municipal corporation

Riverton Suites, Ltd. d/b/a Hotel Contessa
By: **Riverton Suites Management, L.L.C.**,
its general partner

By: _____

TEO
By: _____


Printed Name: _____

Printed Name and Title: JACK J. SPECTER

Title: _____

Title: PRESIDENT

Date: _____

Date: Sept. 16 2015

Attest:

City Clerk

Approved as to Form:

City Attorney