

Second Amendment to River Walk Lease Agreement

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

This Second Amendment to the River Walk Lease Agreement (Agreement) is between JCS Acquisition, Inc. d/b/a Joe's Crab Shack ("Lessee") and the City of San Antonio ("City"), pursuant to the Ordinance Authorizing the Second Amendment.

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 City 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 Amendment:	2018-03-29-0198
Ordinance Authorizing Second Amendment:	
Beginning of Second Renewal Term:	December 1, 2022
Expiration of Second Renewal Term:	November 30, 2027

2. Defined Terms

2.1. All terms used in this instrument and not otherwise defined herein but defined in the Agreement to it have the meanings previously ascribed to them.

3. Term

3.1. The term of this Lease is extended from December 1, 2022, through November 30, 2027.

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:

- 4.1. The initial rental rate for the first year shall be \$3.08 per square foot per month or \$304.49 and shall increase by 3% per square foot per year. Rental rate may be paid in lump sum in advance, or in monthly installments in advance on the first day of each month in accordance with the following payment schedule:

Year	Term	Monthly Amount	Annual Amount
1	12/1/2022 - 11/30/2023	\$304.49	\$3,653.88
2	12/1/2023 - 11/30/2024	\$313.62	\$3,763.50
3	12/1/2024 - 11/30/2025	\$323.03	\$3,876.40
4	12/1/2025 - 11/30/2026	\$332.72	\$3,992.69
5	12/1/2026 - 11/30/2027	\$342.71	\$4,112.47

5. No Default

- 5.1. Neither City nor Lessee is in default under the Agreement, 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 Agreement. Except as expressly modified by this renewal, the Agreement remains a comprehensive statement of the rights and obligations of City and Lessee. City and Lessee reaffirm the Agreement as modified by this renewal instrument 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 instrument waives an otherwise applicable exception to disclosure.

Remainder of Page Left Intentionally Blank

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

City

Lessee

City of San Antonio, a Texas municipal corporation

JCS Acquisition, Inc.

By: _____

By:  _____

Printed Name: _____

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

Title: _____

Title: _____

Date: _____

Date: 8-22-2022

Attest:

Legal LF

City Clerk

Approved as to Form:

City Attorney