

Second Amendment of Riverwalk Lease Agreement

(Landry's Seafood Inn & Oyster Bar – San Antonio, Inc. dba Landry's Seafood House)

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: Landry's Seafood Inn & Oyster Bar – San Antonio, Inc. dba
Landry's Seafood House

Lessee's Address: 1510 West Loop South, Houston, Texas, 77027
(Attention: General Counsel)

Lease: River Walk Patio Lease between Lessor and Lessee pertaining to
1,550 square feet of patio space and 293.9 square feet of balcony
space adjacent to the San Antonio River.

**Ordinance Authorizing
Original Lease:** 2011-10-20-0857

**Ordinance Authorizing
First Renewal:** 2012-01-12-0007

**Ordinance Authorizing
Second Renewal:**

**Beginning of Second
Renewal Term:** November 1, 2021

**Expiration of Second
Renewal Term:** October 31, 2026

2. Defined Terms.

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 Subject to the earlier termination as hereinafter set forth, the term of this Lease is for a period of *five* (5) years, beginning on November 1, 2021, and ending on October 31, 2026.

3.2 **RENEWAL OPTION:** As long as **LESSEE** is not then in default hereunder, CITY and **LESSEE** may mutually agree to extend this Lease for up to and including two (2) additional terms of *five* (5) years under all the terms and conditions of this Lease, except for rent and insurance which may be adjusted with fair market rental rate and insurance coverages and amounts deemed appropriate by City for subject property. To extend agreement, **LESSEE** shall notify CITY in writing at least ninety (90) calendar days before the date of expiration of the original term, hereof, of its intent to extend the Lease term herein provided. After agreement to the exercise of the option to extend, all references in this Lease to the term, hereof shall mean the term as extended. Provided **LESSEE** is not in default and **LESSEE** is agreeable to changes in rent and insurance, if any, for the

extended terms, City through the Director may authorize lease extensions. Rent for the renewal term shall be based upon a Fair Market Value Study to be conducted by CITY.

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 \$2.70 per square foot per month for the River Walk Patio and \$2.22 per square foot per month for the Balcony 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 11/01/2021 - 10/31/2022 (RW Patio: \$2.70 per square foot per month):
\$4,185.00 per month; (Balcony: \$2.22 per square foot per month):
\$652.46 per month or payable in one lump sum in advance: \$58,049.50.

4.1.2 11/01/2022 - 10/31/2023 (RW Patio: \$2.77 per square foot per month):
\$4,293.50 per month; (Balcony: \$2.28 per square foot per month):
\$670.09 per month or payable in one lump sum in advance: \$59,563.10.

4.1.3 11/01/2023 - 10/31/2024 (RW Patio: \$2.84 per square foot per month):
\$4,402.00 per month; (Balcony: \$2.34 per square foot per month):
\$687.73 per month or payable in one lump sum in advance: \$61,076.71.

4.1.4 11/01/2024 - 10/31/2025 (RW Patio: \$2.91 per square foot per month):
\$4,510.50 per month; (Balcony: \$2.40 per square foot per month):
\$670.09 per month or payable in one lump sum in advance: \$62,590.32.

4.1.5 11/01/2025 - 10/31/2026 (RW Patio: \$2.98 per square foot per month):
\$4,619.00 per month; (Balcony: \$2.46 per square foot per month):
\$670.09 per month or payable in one lump sum in advance: \$64,103.93.

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

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

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.

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:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

Signature

Printed Name

Title

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LESSEE:

Landry's Seafood Inn & Oyster Bar –
San Antonio, Inc. dba Landry's
Seafood House



Signature

Steven L. Scheinthal

Printed Name **Vice President**

Legal LF

Vice President

Title

11 - 29 - 20

Date

1510 West Loop South

Address

Houston, TX 77027

City, State, and Zip Code

(713) 850-1010

Area Code/Telephone Number