AZJ
06/18/2015
Item No. 30

AN ORDINANCE 2015-06-18-0556

AUTHORIZING A CONSENT AGREEMENT WITH H.E. SAN ANTONIO, LLC, TO ALLOW THE SUBLEASE OF SIDEWALK SPACE IN THE HYATT ATRIUM IN CITY COUNCIL DISTRICT 1.

* * * * *

WHEREAS, In 1990, City Council approved a 45 year lease agreement with H.E. San Antonio I, LLC for use of City property upon which the Hyatt Regency atrium was built and the agreement allows the Hyatt to sublease atrium sidewalk space provided City Council consents and the subleases do not interfere with pedestrians' use of the walkway; and

WHEREAS, The Hyatt has requested the City's consent to amend and extend for five years an existing sublease with Ice Cream and Chocolates that would allow placement of tables and chairs adjacent to the ice cream shop's entrance in the atrium; and

WHEREAS, The Hyatt has also requested the City's consent to enter a one year sublease with HTS San Antonio to market Hyatt Residence Club resorts from a kiosk in the atrium; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City a consent agreement substantially in the form of **Attachment I**, which is incorporated by reference for all purposes as if fully set forth. The City Manager and designee, severally, should take all other actions reasonably necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. There is no financial language associated with this ordinance.

SECTION 3. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this **18th** day of **June, 2015**.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for **Martha G. Sepeda, Acting City Attorney**

Agenda Item:	**30 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E)**
Date:	06/18/2015
Time:	10:00:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a consent agreement with H.E. San Antonio I, LLC (Hyatt Regency) to allow sublease of sidewalk space in Hyatt atrium. [Carlos Contreras, Assistant City Manager; Lori Houston, Director, Center City Development and Operations]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

Consent to Kiosk Lease
Hyatt Regency Atrium

This Consent to Kiosk Lease ("Consent") by and between City of San Antonio ("Landlord") and H.E. San Antonio I, L.L.C. ("Tenant" and/or "Sublessor").

WHEREAS, Landlord and Tenant have executed the Lease with subsequent amendments as set out in Identifying Information below, providing for the lease of Riverwalk Atrium space inside the Hyatt Regency Hotel;

WHEREAS, pursuant to such Lease, Tenant, as Sublessor, has entered into a Kiosk Lease with HTS - San Antonio, L.P., a Florida limited partnership ("Kiosk Lease") for certain space in the Atrium area;

WHEREAS, Tenant has requested Landlord to give its consent to the Kiosk Lease, a copy of which is attached hereto.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Identifying Information.

A. ORIGINAL LEASE

Tenant:	H.E. San Antonio I, LLC
Tenant's Address:	c/o Hyatt Corporation, 71 S. Wacker Drive, Chicago, Illinois 60606
Lease:	Non-Exclusive Lease Agreement between the City of San Antonio as Landlord and San Antonio 2000, Ltd (predecessor in interest to H.E. San Antonio I, LLC) as Tenant dated October 16, 1990 and authorized by the Ordinance Authorizing Original Lease
Ordinance Authorizing Original Lease:	72148 (August 23, 1990)
Premises:	All area within the atrium marked with a heavy black line on **Exhibit A**, which is incorporated by reference for all purposes as if fully set forth.

B. FIRST AMENDMENT

1st Amendment:	Amendment to Non-Exclusive Lease Agreement between the City of San Antonio as landlord and San Antonio 2000, Ltd as tenant dated June 19, 1997 and authorized by the Ordinance Authorizing 1st

	Amendment
Ordinance Authorizing 1st Amendment:	86121 (June 12, 1997)

C. SECOND AMENDMENT

2nd Amendment:	2nd Amendment to Lease Agreement (Hyatt Regency) between San Antonio 2000, Ltd, as Tenant, and the City of San Antonio, as Landlord, and authorized by the Ordinance Authorizing 2nd Amendment
Ordinance Authorizing 2nd Amendment:	2007-05-17-0553 (May 17, 2007)

D. THIRD AMENDMENT

3rd Amendment:	3rd Amendment to Lease Agreement (Hyatt Regency) between the City of San Antonio, as Landlord, and H.E. San Antonio I, L.L.C. as Tenant
Ordinance Authorizing 3rd Amendement:	2011-03-03-0170 (March 3, 2011)

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this Consent, when used in this Consent, have the meanings ascribed to them in the Lease. References to "Lease" in this Consent include both the original Lease and all previous amendments to it.

3. Services in Lieu of Cash Rent.

The parties have previously agreed that no part of any rent paid by Sublessee to Sublessor shall be paid to Landlord.

4. Consent.

Landlord consents to the Kiosk Lease between Sublessor and Sublessee attached.

5. Notices.

Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually

received, but in that case notice is effective only on actual receipt. Address for notice may be changed by giving notice.

Address for Notice to Landlord:	Address for Notice to Tenant:
Director, Center City Dev. & Operations Dept. City of San Antonio P.O. Box 830066 San Antonio, Texas 78283-3966	Hyatt Regency Hotel 123 Losoya San Antonio, Texas 78205 Attn: Jeff Callender With a copy to Frank Burney 300 Convent #2500 San Antonio, Texas 78205 fburney@mdtlaw.com

6. No Default.

Neither Landlord nor Tenant is in default under the Lease.

7. Public Information.

Tenant 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.

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

Landlord	Tenant
City of San Antonio, a Texas municipal corporation	**H.E. San Antonio I, LLC**, a Delaware limited liability company
Signature:_____	By:_____
Printed Name: Carlos J. Contreras, III	Printed Name: Greg Leonard
Title: Assistant City Manager	Title: General Manager
Date:_____	Date: 11/12/14

Approved as to Form:

_____
City Attorney

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Exhibit A.

KIOSK LEASE

This LEASE (this "**Agreement**") is made and entered into this 30th day of September, 2014 (the "**Effective Date**"), by and between Hyatt Corporation, a Delaware corporation, as agent of H.E. San Antonio I, LLC a Delaware limited liability company ("**Lessor**"), and HTS – San Antonio, L.P., a Florida limited partnership ("**Lessee**").

RECITALS

WHEREAS, Lessor is the owner of a hotel (the "**Hotel**"), known as the Hyatt Regency San Antonio, located on the real property situated in San Antonio, Texas, more specifically described on Exhibit A attached hereto (the "**Hotel Property**").

WHEREAS, Lessee provides timeshare sales and marketing services for resorts affiliated with the Hyatt Residence Club, including those listed on Exhibit B attached hereto (the "**Club**").

WHEREAS, Lessor desires to lease, and Lessee desires to hire, space in the Hotel and on the Hotel Property for the operation of a kiosk for the marketing and sale of Timeshare Interests (as defined in Section 4(d) below) in resorts ("**Club Resorts**") which are affiliated with the Club for the Term and upon the terms and conditions herein provided.

NOW, THEREFORE, Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, those areas within the Hotel and on the Hotel Property, located as shown or described on Exhibit C hereto (together with any kiosk, desk or booth heretofore or hereafter located thereon, the "**Premises**").

TO HAVE AND TO HOLD the Premises for the Term, at the rentals and upon the terms, covenants and conditions hereinafter set forth:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated as part of this Agreement.

2. Premises.

There is attached hereto and hereby made a part hereof an Exhibit C, showing or describing the location of the Premises. Subject to Section 33, the location and rentable area of the Premises will not be subject to change.

3. Term.

(a) The original term (the "**Initial Term**," together with any renewal terms, the "**Term**") of this Agreement shall commence on the Effective Date and shall, subject to the termination provisions provided in this Section 3, terminate on the date which is one (1) year after the Effective Date (the "**Expiration Date**").

(b) The Term may be automatically renewed at the end of the current term for successive one (1) year periods (each, a "**Renewal Term**") unless either Lessor or Lessee notifies the other in writing of its desire to terminate this Agreement, which notice must be given not less than ninety (90) days prior to the expiration of the then current term.

(c) Lessee shall have the right and option from time to time (the "**Early Termination Option**"), by written notice given to Lessor not less than thirty (30) days before the termination date set forth in the written notice, to terminate the Term of this Agreement prior to the Expiration Date.

(d) Special Suspension/Termination Provisions.

(i) Suspension Upon Major Renovation of the Hotel. In the event the Lessor undertakes a major renovation of the Hotel which is reasonably expected to impact accessibility of the Premises and/or the flow of guests to the Premises, either party shall have the right to suspend this Agreement (including the requirement to pay rent) during such renovation by written notice delivered to the other party at least ninety (90) days prior to the date on which the suspension will commence. Any suspension pursuant to this subsection shall be without cost, penalty or expense to either party. No extension of the Term shall occur as a result of any suspension period.

(ii) Termination Upon Sale of Hotel. In the event the Hotel is sold, conveyed or transferred during the Term to a third party, Lessor shall have the right to terminate this Agreement by written notice delivered to Lessee on or before the tenth (10th) day after the closing date of the sale, conveyance, or transfer. The termination shall be effective as of the termination date set forth in the notice, which termination date shall not be less than ninety (90) days after the date Lessee receives the written notice of termination. Any termination pursuant to this subsection shall be without cost, penalty or expense to either party.

(iii) Procedure Upon Deflagging of Hotel. In the event the management agreement, franchise agreement or other agreement which permits the Hotel to be operated as a Hyatt hotel is terminated such that the Hotel may no longer be identified as a Hyatt hotel, Lessor shall have the right to terminate this Agreement by written notice delivered to Lessee. The termination shall be effective as of the termination date set forth in the written notice, which termination date shall not be less than ninety (90) days after the date Lessee receives the written notice of termination; provided, however, Lessor agrees that it shall use commercially reasonable efforts to provide Lessee with greater than ninety (90) days' advance notice of termination if possible under the circumstances. Any termination pursuant to this subsection shall be without cost, penalty or expense to either party.

4. Use of Premises.

(a) The Premises shall be used solely for the purposes of installing, erecting, operating and managing a kiosk, desk or booth for the purpose of marketing, promoting and/or offering tours of the Club or Club Resorts through concierge services and destination tours and for no other purpose.

(b) Lessee shall not use the Premises or permit the use thereof for any illegal purpose or in a manner conflicting with any applicable law, ordinance, rule or regulation of any governmental authority having jurisdiction, or in any manner which would vitiate the insurance or increase the rate of insurance on the Premises or the Hotel; nor commit or suffer to be committed any waste or nuisance upon the Premises; nor shall Lessee use the Premises, or permit the use thereof, in violation of Lessor's reasonable rules and regulations as such may exist from time to time. Lessee shall conduct business in the Premises in a dignified and orderly manner and shall maintain sufficient staff and high quality of service consistent with the standards of operation of the Hotel. Lessee shall be responsible for any increase in insurance as a result of Lessee's operation of the Premises.

(c) If any governmental license or permit including, without limitation, any use permit and/or certificate of occupancy for Lessee's lease of the Premises, shall be required for the proper and lawful conduct of Lessee's business or other activity carried on in the Premises or if a failure to procure such a license or permit might or would in any way affect the operations of the Hotel, then Lessee, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Lessor. Lessee, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit and shall reimburse Lessor for any costs or expenses including, without limitation, fines incurred as a result of any failure to comply with such requirements. In no event shall Lessee serve any alcoholic beverages on the Premises or in connection with Lessee's activities at the Hotel.

(d) Notwithstanding anything to the contrary contained in this Agreement, at all times while this Agreement is in effect, Lessor acknowledges and agrees that Lessee shall have the sole and exclusive right to engage in the solicitation, marketing, promotion and sale of any and all vacation ownership, interval ownership, timeshare estate, timeshare license, fractional ownership (including fractional interests in vacation condominiums or residences), non-equity club or equity club offering occupancy rights of less than three hundred sixty (360) days per twelve (12) month period, or any other form of interest in or rights to any timeshare or fractional ownership program, including, without limitation, any interest in or rights to any form of exchange or reservation system, club, or network offering occupancy rights of less than three hundred sixty (360) days per twelve (12) month period (collectively, "**Timeshare Interests**") within the Hotel or on the Hotel Property, and that Lessor shall not permit the use of any space (whether by license, lease, concession or otherwise) within the Hotel or on the Hotel Property by any other person or entity (each a "**Person**") for promoting, marketing, offering or selling Timeshare Interests. For further clarification, Timeshare Interests shall not include any whole unit condominium, condominium hotel, or other interest, regardless of legal structure, offering occupancy rights of more than three hundred sixty (360) days per twelve (12) month period ("**Whole Ownership Interests**"), provided that the party soliciting, marketing, offering, promoting or selling such Whole Ownership Interests (i) is not also soliciting, marketing, offering, promoting or selling Timeshare Interests, and (ii) does not have a physical presence in and any employees, contractors, agents or other personnel located anywhere in the Hotel or on the Hotel Property. Lessor shall not consent to or allow the distribution at the Hotel of advertising materials or the solicitation of prospective purchasers by any other Person (other than Lessee) for the promotion or sale of Timeshare Interests, other than publicly-aired television, radio, internet, or other broadcast advertisements, or print advertisements in newspapers or magazines available at the Hotel. Lessor acknowledges that this covenant of Lessor is a material inducement to Lessee entering into this Agreement and that no amount of money damages would adequately compensate Lessee for injury which the parties acknowledge would be suffered as a result of a violation by Lessor of this covenant. If any such activities are conducted by any party other than Lessee and Lessor fails to cure such violation of this Section within five (5) days of receipt of notice of such violation from Lessee, Lessor agrees that Lessee shall be entitled to injunctive relief as its sole remedy.

(e) For so long as Lessee is engaged in the active marketing and sale of Timeshare Interests to the public from any part of the Premises, Lessor does hereby grant to Lessee a limited, temporary license subject to such reasonable limitations Lessor may impose from time to time, to travel on, over and across the Hotel Property in furtherance of sales of Timeshare Interests provided such use does not negatively impact Hotel guests in any material respect.

(g) Lessee's marketing and sale of Timeshare Interests to the public shall be undertaken in accordance with the cooperative marketing program more particularly set forth on Exhibit D attached to this Agreement and incorporated herein by reference ("**Lessee's Marketing Program**").

Lessor shall have the right from time-to-time to require adjustments to those portions of the Lessee's Marketing Program that relate to Lessee's contact with Hotel guests.

5. Condition of Premises.

Lessee hereby agrees that the Premises shall be taken "as is", "with all faults", "without any representations or warranties", and Lessee hereby agrees and warrants that it has investigated and inspected the condition of the Premises and the suitability of same for Lessee's purposes, and Lessee does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises or the Hotel Property or the suitability of same for Lessee's purposes. Lessee acknowledges that neither Lessor nor any agent nor any employee of Lessor has made any representations or warranty with respect to the Premises or the Hotel Property or with respect to the suitability of either for the conduct of Lessee's business and Lessee expressly warrants and represents that Lessee has relied solely on its own investigation and inspection of the Premises in its decision to enter into this Agreement and let the Premises in the above-described condition.

Lessee's taking possession of the Premises shall be conclusive evidence of Lessee's acceptance thereof in good order and satisfactory condition. Lessee agrees that no promises to decorate, alter, repair or improve the Premises, either before or after the execution hereof, have been made by Lessor or its agent to Lessee unless the same are contained herein and made a part hereof.

6. Rent.

(a) In respect of each month during the Term, Lessee agrees to pay to Lessor, without demand and without deduction or set-off of any amount for any reason whatsoever, at the times and in the manner hereinafter provided, gross base rent ("**Base Rent**") for the Premises an amount equal to: **(i) Two Thousand Five Hundred and no/100 DOLLARS ($2,500.00) per month.** If Lessee opts to renew the lease after the Initial Term, the rent during that successive term will be the greater of **Two Thousand Five Hundred and no/100 DOLLARS ($2,500.00) per month**, or **(ii) Three percent (3%) of the Closed Sales Volume (as defined below) during the month.** A "Closed Sale" shall be deemed to have occurred when all of the following conditions have been satisfied:

(i) A written agreement ("**Purchase Contract**") is executed by a purchaser who was a lead generated from the Premises, attended a sales presentation generated from the Premises, and who entered into a contract to purchase such Timeshare Interest, whether directly or through the conveyance or issuance of deeded interests, beneficial interests, other ownership interests, use rights, points or other entitlements (whether the value of which is denominated as points, weeks, or any other currency), including interests in a land trust or similar real estate vehicle, within ninety (90) days of the presentation, and a Purchase Contract has been accepted by the developer/seller of the Timeshare Interests ("**Developer**") pursuant to which such purchaser contractually commits to acquire such Timeshare Interest. For the avoidance of doubt, neither a person who is staying at the Hotel as a result of a mini-vacation or other special offer made by the Developer for the purpose of soliciting sales of Timeshare Interests nor a person that is an existing member of the Hyatt Residence Club is deemed to be a lead generated from the Premises;

(ii) With respect to purchase money financing provided by Developer, Lessee, or any of their affiliates, if any, such purchaser has duly executed all applicable sales and purchase money financing documents in respect of such Purchase Contract;

(iii) Such purchaser has duly tendered payment of the full purchase price in respect of such Purchase Contract (or full required down payment thereof in the case of purchase money financing, as applicable) by cash, by check which has cleared, or by credit card which has been duly processed) to either (x) the Developer or (y) a fiduciary, escrow agent, trustee or other independent third-party designated by the Developer, as may be required by law;

(iv) All rescission periods applicable to such Purchase Contract have expired, without the rescission of such Purchase Contract by the applicable purchaser or the Developer;

(v) All pre-conditions set forth in such Purchase Contract and any legal requirements under applicable law in order for the Purchaser to be able to exercise its rights as a member of the Club pursuant to the Club Documents, as set forth in such Purchase Contract, shall have been duly satisfied, without the purchaser or the Developer having exercised any right of cancellation afforded such purchaser or the Developer under the terms of such Purchase Contract or under applicable law; and

(vi) All payments tendered by the applicable purchaser pursuant to such Purchase Contract have been released to Developer, a lender or any other appropriate party from escrow; provided, however, if one hundred eighty (180) days have passed since the expiration of all rescission periods applicable to such Purchase Contract and all other conditions to close not within the Developer's control have been satisfied without such a release occurring, then this condition shall be deemed to have been satisfied.

(b) "Closed Sales Volume" shall mean the Gross Sales Price for any Closed Sale(s). As used herein, "Gross Sales Price" means the purchase price for the initial sale or re-sale of a Timeshare Interest as reflected on a Purchase Contract, without any reduction or credit. To the extent that a Timeshare Interest is used as consideration, in whole or in part, for the purchase of another Timeshare Interest, the Gross Sales Price for the new Timeshare Interest shall be net of the Gross Sales Price paid at any previous time for the previously acquired Timeshare Interest traded-in as part of an upgrade or downgrade transaction. For the avoidance of doubt, (a) the Gross Sales Price excludes maintenance fees, management fees, dues, exchange fees, enrollment fees, property management fees, or interest or financing charges with respect to financed purchases of Timeshare Interests, and (b) in a "fee for service" contractual relationship, Gross Sales Price continues to mean the purchase price for the initial sale or re-sale of Timeshare Interests as reflected on a Purchase Contract, without any reduction or credit for the sales, marketing and/or administrative fees that may be paid to or retained by the Developer or its affiliates. Lessee shall prepare in accordance with generally accepted accounting practice and keep at Lessee's Notice Address accurate books of account and records of its gross sales and revenues. Lessee's books and records shall be subject to examination and audit, at will and with thirty (30) days' prior notice, by Lessor. If there is a deficiency in the calculation of the Base Rent, Lessee shall immediately pay Lessor the additional Base Rent owed Lessor and also pay the cost of the examination or audit.

(c) Beginning on the Effective Date, Lessee will pay Lessor the Base Rent in lawful money of the United States of America, within thirty (30) days after the end of each successive month of the Term. If this Agreement shall commence on a day other than the first day of the month or terminate on a day other than the last day of the month, as appropriate, then rental for the first or last partial month, if any, as applicable, shall be equitably prorated.

(d) Base Rent as calculated under clause (i) of Section 6(a) above shall be increased annually commencing with the second lease year (which shall commence on the one year anniversary of the Effective Date), by an amount equal to the percentage increase in the CPI (as defined below) for such lease year over the CPI for the previous lease year. As used herein, "CPI" means the Consumer Price

Index presently designated as the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers, U.S. City Average. In the event that the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of purchasing power of the United States consumer dollar published by the U.S. Department of Labor or other Governmental Authority. Except as otherwise expressly stated herein, whenever a number or amount is required to be "adjusted by the CPI Index," or similar terminology, such adjustment shall be equal to the percentage increase or decrease, compounded annually, in the CPI Index which is issued for the month in which such adjustment is to be made (or, if the CPI Index for such month is not yet publicly available, the CPI Index for the most recent month for which the CPI Index is publicly available) as compared to the CPI Index which was issued for the month in which the Effective Date occurred.

(e) Lessee anticipates that its promotional activities will include offering gift certificates for use at the Hotel to certain guests of the Hotel who take a tour offered by Lessee or its affiliates. Lessee shall receive a credit against the following month's Base Rent in the amount of fifty cents ($0.50) for every one dollar ($1.00) of redeemed gift certificate credit spent at amenities in the Hotel or the Hotel Property that are operated directly by Lessor (rather than a third party operator) in the prior month pursuant to a gift certificate offered by Lessee or its affiliates. Lessor shall advise Lessee in writing not less than five (5) days' prior to the due date for Base Rent of the amount of credit which Lessee may apply against the following month's Base Rent. In no event shall Base Rent be reduced to an amount less than $0.00.

(f) Lessee shall also pay to Lessor, as additional rent, together with each payment of Base Rent or any other payment (whether actually or constructively received) made under this Agreement that is subject to the State of Texas general excise tax on gross receipts, as such taxing statute may be amended, and all other similar taxes, imposed on Lessor, on said Base Rent or on other payments in the nature of a gross receipts tax, sales tax, privilege tax or the like (excluding federal or state net income taxes) whether imposed by the United States of America, the State of Texas, or the County of Bexar, an amount which, when added to such Base Rent or other payment, shall yield to Lessor, after deduction of all such taxes payable by Lessor with respect to all such payments, a net amount equal to that which Lessor would have realized from such payments had no such tax been imposed.

(g) Each payment of or on account of Base Rent to be paid under this Section, as well as any other sums to be paid by Lessee to Lessor hereunder, shall be paid to Lessor at its address then in effect for the receipt of notices hereunder by Lessor, or at such other place as Lessor may from time to time designate in a notice to Lessee.

(h) "Rent" shall be defined in this Agreement as Base Rent payable under this Agreement together with any and all other charges, sums, reimbursements and other amounts payable to Lessor by Lessee pursuant to this Agreement, which sums shall be payable in the manner provided in this Agreement. All such other sums of money or charges required to be paid by Lessee under this Agreement shall be due and payable ten (10) days after demand, without any deductions or set off whatsoever. Lessee's failure to pay any such amounts or charges when due shall carry with it the same consequences under Section 22 hereof as Lessee's failure to pay Rent. All such amounts or charges shall be payable to Lessor at the place where the Base Rent is payable.

(i) If Lessee shall fail to pay, when the same is due and payable, any Rent or other amounts or charges to be paid to Lessor by Lessee, as provided in this Agreement, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%)

per annum with respect to entity Lessees, and at the highest contract rate permitted by law with respect to Lessees who are natural persons.

7. Hours of Operation; Operational Standards.

The Premises may be open and operating between the hours of 6:00 a.m. and 8:00 p.m., every day during the year, unless Lessee determines, in its discretion, to operate during shorter hours. Any installation of Fixtures and Equipment shall only occur during the hours of 8:00 a.m. and 6:00 p.m. Lessee shall at all times ensure that personnel on the Premises are appropriately groomed and adequately trained for efficient, professional and courteous service to customers and guests.

8. Common Areas and Facilities.

(a) Lessor shall make available such areas and facilities ("**Common Areas**") of the Hotel for the common benefit of all tenants and occupants of the Hotel, including Lessee, as Lessor shall deem appropriate. Lessor shall operate, manage, equip, light, insure, secure, repair and maintain the Common Areas for their intended purposes in such manner as Lessor shall in its sole discretion determine, and may from time to time change the size, location and nature of any Common Areas and may make installations therein and move and remove such installations.

(b) Lessee and its permitted sublessees, licensees and concessionaires, officers, employees, agents, customers and invitees, including timeshare owners at the Club Resorts (collectively, "**Lessee's Authorized Persons**"), shall have the nonexclusive right, in common with Lessor and all others to whom Lessor has or may hereafter grant rights, to use the Common Areas as designated from time to time by Lessor solely to the extent necessary and related to the lease of the Premises, subject to such reasonable rules and regulations Lessor may from time to time impose including the designation of specific areas in which cars owned by Lessee and Lessee's Authorized Persons must be parked. Lessee agrees to abide by such regulations and to use its best efforts to cause Lessee's Authorized Persons to conform thereto. Lessor may at any time close temporarily or permanently any Common Area to make repairs or changes or to prevent the acquisition of public rights in such area or to discourage noncustomer parking; and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof. Lessee shall upon request furnish to Lessor the license numbers and description of the vehicles operated by Lessee and Lesssee's Authorized Persons. Lessee shall not at any time interfere with the rights of Lessor and other tenants, its and their permitted sublessees, licensees and concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other Common Areas.

9. Utilities.

Lessor shall furnish, without cost to Lessee, substantially the same levels of heat, air conditioning, water and electricity for the Premises as provided to the Common Areas of the Hotel. Lessor shall not be liable for any stoppage or interruption in the supply of the aforementioned utilities to the Premises in the event and whenever the same is due to fire or other casualty, strikes, lockouts, riots, breakdown in service, necessary repairs or any other cause beyond the reasonable control of Lessor.

10. Repair.

Lessee, at its sole cost and expense and free from mechanics liens, shall keep and maintain the Premises and all appurtenances thereto installed by Lessee for the use or use in connection with the Premises, in good sanitary order, condition and repair, ordinary wear and tear, damage by fire,

acts of God, or by the elements excepted, Lessee hereby waiving all right to make repairs at the expense of Lessor as provided in any applicable statute now or hereafter in force. Lessee agrees, at its sole cost and expense, and free of mechanics, materialmen and other liens, to make any and all improvements, alterations, repairs and changes in, to and upon the Premises required by any and all laws, ordinances, rules or regulations of all governmental authorities and officials having jurisdiction thereof when, and if, required due to the use made of the Premises by Lessee. Lessee further agrees, at all times during the Term, to keep and maintain in clean condition and good order and repair all furniture, furnishings, fixtures and equipment (herein collectively called the **"Fixtures and Equipment"**) then required for the operation of the Premises and to make such replacements as shall be required from time to time, such replacements to be of at least equal quality as the items replaced. Lessee agrees to surrender the Premises to Lessor at the expiration or sooner termination of the Term hereof in as good condition and repair as when first received, ordinary wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Lessee may reasonably utilize the existing telephone and other telecommunications systems available at the Hotel at Lessee's sole cost and expense.

11. Interior Design.

The design, décor, Fixtures and Equipment, and other decorating of or for the Premises as it exists on the Effective Date is approved. Any changes or alterations of the interior design, decor, Fixtures and Equipment, and other decorating of or for the Premises must be first submitted to Lessor for approval, which approval shall not be unreasonably withheld, conditioned or delayed, before installation thereof by Lessee. All installations shall be at Lessee's expense and shall be completed free of any liens. On written request by Lessor, all parts of the interior or exterior of the kiosk, desk or booth located on the Premises shall be painted, varnished, or otherwise redecorated at Lessee's own expense at least once every three (3) years during the Term, or more often as reasonably determined by Lessor to be necessary to meet the quality standards established by this Agreement.

12. Advertising Signs; Solicitation of Business.

(a) Lessee may erect limited directional and other reasonable signage within the Hotel Property, Hotel and Premises. All signs are subject to the approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed, and Lessee must obtain such approval in writing prior to installation. Lessee shall remove Lessee's signs at the expiration or sooner termination of the Term. All expenses of installing and removing such signs shall be the sole responsibility of Lessee or Lessee's designee.

(b) Lessee shall be able to purchase gift certificates or other similar items, to provide to potential purchasers of portions of Timeshare Interests for the use of Hotel amenities that are operated directly by Lessor (rather than a third party operator), which may include, but not be limited to, the spa and food and beverage. Such certificates or other similar items will be purchased by Lessee at prices agreed to by Lessor and Lessee from time to time, in no event to be discounted more than ten percent (10%) from those paid by the general public.

13. Cleaning and Removal of Trash.

Lessee, at its expense, shall keep the Premises clean, both inside and outside, and remove all trash, garbage and other refuse from the Premises. Lessee agrees to keep all accumulated rubbish in covered containers and to have the same removed regularly. In the event Lessee fails to keep the Premises in proper condition, Lessor may cause the same to be done for Lessee; and Lessee hereby agrees to pay the expense thereof as additional Rent on demand. Lessee shall have the option to either

engage the services of Lessor or a third party contractor to perform cleaning and maintenance services for the Premises.

14. No Obstruction.

Lessee shall neither encumber nor obstruct the area adjoining the Premises (including the adjoining sidewalks, hallways or arcades) nor allow the same to be obstructed or encumbered in any manner, and shall keep said area or any part thereof free of rubbish and dirt. Lessee shall not place, or cause to be placed, any merchandise, signage, or anything else on said area or said sidewalks, if any, or the exterior of the Premises or outside of the Premises except as expressly set forth in this Agreement or without the written consent of the Lessor first obtained.

15. Destruction of Premises.

If, as a result of a casualty, the Premises are totally destroyed or the Hotel shall be damaged or destroyed to the extent that Lessor elects not to rebuild the Hotel or provide alternative Premises acceptable to Lessee, then this Agreement, at the option of Lessor or Lessee, shall terminate as of the date of such destruction, and Rent shall be accounted for as between Lessor and Lessee as of that date. If the Premises are damaged but not wholly destroyed by any such casualty or the Hotel shall be damaged or destroyed to an extent less than that indicated in the preceding sentence, then the Base Rent shall abate in such proportion as the use of the Premises has been made impossible and Lessor shall, at its option, to the extent practicable and to the extent sufficient insurance proceeds are available, restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume; further, in such event, Lessee shall, at its expense, and in a timely manner, restore or replace the Fixtures and Equipment and any additions thereto or replacements thereof made prior to such casualty.

16. Indemnification.

Lessee agrees to defend, indemnify and to hold Lessor and its employees and agents harmless at all times during the Term from and against any and all liability, loss, cost, damage or expense (including attorneys' fees) for, or which may arise out of, Lessee's leasing, use, maintenance and operation of the Premises, including, without limitation, (i) any damage to or destruction of any goods, wares, merchandise or personal property of any and all kinds and character in or upon the Premises, however caused or occasioned, excepting the gross negligence or willful misconduct of Lessor, its agents or employees, (ii) any bodily injuries to or the death of any person or persons upon the Premises and Lessee's employees working at the Premises and occupancy of all portions of the Hotel to which such employees are permitted access while in the course of their employment, however caused or occasioned, excepting the gross negligence or willful misconduct of Lessor, its agents or employees, (iii) any third party claims relating to Lessee's activities on the Hotel Property, including, without limitation, claims by prospective purchasers and hotel guests related to Timeshare Interests, sales, marketing or tour solicitations, and (iv) any violation by Lessee or its agents or assigns of any term or provision of this Agreement. This Section shall survive the termination or expiration of the Agreement.

17. Insurance.

Lessee agrees to maintain during the Term, at Lessee's sole expense, with financially responsible insurance carriers authorized to do business in the State of Texas and approved by Lessor (such approval not to be unreasonably withheld) the following insurance coverages in the respective minimum amounts indicated:

(a) Fire and extended coverage insurance on all Fixtures and Equipment used in connection with the operation of the Premises, and other personal property of Lessee including merchandise and stock for the full insurable value thereof existing from time to time.

(b) Comprehensive general and automotive liability insurance against damages and liability (including attorneys' fees) on account of its leasing or use of the Premises, or any property damage, or any injuries to or the death of any persons however occasioned in or about the Premises (and as respects Lessee's employees working at the Premises and occupants of all portions of the Hotel to which said employees are permitted access) in the minimum amount of one million dollars ($1,000,000.00) per each occurrence for bodily injury and property damage. If the general liability coverages contain a general aggregate limit, such limit will not be less than two million dollars ($2,000,000.00). Such comprehensive general liability and automobile insurance shall be endorsed to include every aspect of Lessee's business operation and shall insure the performance by Lessee of the indemnity agreement set forth in Section 16 of this Agreement and shall include hazards of the Premises, operations, independent contractors, contractual liability, products liability and personal injury.

(c) Workers' compensation in statutory amounts and employer's liability or similar insurance as required by law.

(d) Lessee shall observe and comply with the requirements of all policies of insurance of Lessor and Lessee at any time in force with respect to the Premises or any part thereof. All policies required to be carried hereunder (except Workers' Compensation Insurance) shall name Lessor and any other parties as reasonably requested by Lessor as additional insureds; such insurance shall be primary and not contributory with Lessor's insurance. All such policies of insurance, to the extent obtainable, shall provide that the same shall not be cancelled or changed without prior written notice thereof to Lessor at least thirty (30) days prior to the effective date of such cancellation or change. From time to time during the Term, Lessee shall furnish to Lessor certificates of insurance evidencing continuously current compliance with the provisions of this paragraph.

(e) Lessee shall pay all costs, expenses, claims, fines, penalties and damages (including reasonable attorneys' fees) that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the provisions of this Section 17, and in any event agrees to indemnify Lessor against all such liability. Lessee shall promptly give notice to Lessor of any notice of violation received by Lessee.

(f) This Section shall survive the termination or expiration of the Agreement.

18. Compliance with Laws.

Lessee understands and agrees that Lessee's performance of any and all services performed pursuant to this Agreement shall, at Lessee's expense, fully comply with all federal, state and/or local laws, rules, regulations and ordinances which may govern or regulate such services. Lessee further agrees, at Lessee's own expense, to be solely responsible for compliance with all federal, state, and local laws, rules, regulations, and ordinances that apply to Lessee's employment status or Lessee's employment relationship with other, and agrees to indemnify and defend Lessor against and hold Lessor harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to Lessee's failure to comply with all applicable laws.

19. Condemnation.

If the whole of the Premises, or such portion thereof as shall make the Premises unusable for the purposes herein rented, be condemned by any legally constituted authority for any public use or purpose, then and in either event, the Term hereof shall cease from the time when possession thereof is taken by such authority; and Rent shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither Lessee nor Lessor shall have any rights in any award made to the other by any condemnation authority.

20. Assignment and Subletting.

(a) Lessee shall not, without the prior written consent of Lessor, which consent shall be granted or withheld in Lessor's sole and absolute discretion, assign this Agreement or any interest therein or sublet the Premises, or any part thereof, or permit the use of the Premises by any party other than Lessee, and in the case of any such assignment or subletting to which Lessor shall have consented, a copy of the instrument of assignment or subletting shall be delivered to Lessor promptly upon the making of such assignment or upon such subletting. The sale, issuance or transfer, at any time, of any voting capital stock of Lessee (if Lessee is then a corporation) which results in a change in the voting control of Lessee shall be deemed to be an assignment of this Agreement within the meaning of this Section 20. Notwithstanding the foregoing, Lessee may assign this Agreement or sublet the Premises without Lessor's consent to a Lessee Affiliate (defined below) that has the authority under all applicable agreements to utilize the trademarks of the Club and to market Timeshare Interests in Club Resorts. For purposes of this Agreement, the term "Lessee Affiliate" shall mean any partnership, corporation, limited liability company or other entity controlling, controlled by or under common control with Lessee. "Control" for these purposes shall mean the ability to influence, direct or otherwise significantly affect the major policies, activities or actions of any person or entity.

Each request for consent to a subletting or assignment hereunder shall be accompanied by the proposed transferee's financial statements, all sublease or assignment documents and any other information reasonably requested by Lessor within five (5) days following Lessee's initial request.

Consent to any assignment, subrental or sublease shall not be deemed to be a consent to any subsequent assignment, subrent or sublease; and all subsequent assignments, subrentals or subleases shall be made likewise only on the prior written consent of Lessor. If Lessor shall consent to an assignment, the assignee of Lessee shall, in writing, assume the obligations of Lessee hereunder, so as to become directly liable to Lessor for all such obligations. Such assumption shall be incorporated in the instrument of assignment, a copy of which shall be delivered to Lessor. No sublease, subrental or assignment by Lessee shall relieve Lessee of any liability hereunder.

(b) Lessor, at any time, and from time to time, may make an assignment of its interest in this Agreement, and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Lessor herein, Lessor and its successors and assigns (other than the assignee of this Agreement) shall be released from any and all liability hereunder.

21. Removal of Fixtures and Equipment.

Upon the expiration or sooner termination of the Term, Lessee shall, remove all kiosks, desks, booths, improvements and removable Fixtures and Equipment and supplies owned by Lessee which Lessee has placed in the Premises, provided Lessee shall restore the Premises to the same condition as when first received, ordinary wear and tear, damage by fire, acts of God, or by the elements

excepted. Any personal property of Lessee not removed within five (5) days following such expiration or termination shall, at Lessor's option, become the property of Lessor.

22. Default.

It is mutually agreed that

(i) in the event Lessee shall default in the payment of Base Rent or any other sum of money due under this Agreement herein reserved, when due, and shall fail to cure such default within ten (10) days after such amount is due, or

(ii) if Lessee shall be in default in any of the terms or provisions of this Agreement, other than the provisions requiring the payment of rent, and shall fail to cure such default within thirty (30) days after the date of receipt of written notice of default from Lessor, or, if such default is not susceptible of cure within such thirty (30) day period, if Lessee shall fail to commence and diligently pursue said cure to completion within such period of time which is reasonably necessary to complete said cure, or

(iii) if Lessee is adjudicated bankrupt, or

(iv) if a permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal, or

(v) if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred, or

(vi) if Lessee makes an assignment for the benefit of creditors, or

(vii) if Lessee's effects should be levied upon or attached under process against Lessee, and such levy or attachment is not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to satisfy or dissolve the same,

then, in any of said events, Lessor (in addition to any and all other rights or remedies of Lessor hereunder or provided by law, all of which shall be cumulative, and no one of which shall be exclusive of any other right or remedy) shall have the immediate right of re-entry, without liability for trespass or forcible entry or detainer, and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Agreement or may, from time to time, without terminating this Agreement, re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rent and upon such other terms and conditions as Lessor, in Lessor's discretion, may deem advisable; upon each such re-letting Lessee shall be liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, the amount, if any, by which the Base Rent reserved in this Agreement for the period of such re-letting (up to, but not beyond, the term of this Agreement) shall exceed the amount agreed to be paid as rent pursuant to such re-letting for the period thereof, which rents received by Lessor from such

re-letting shall be applied: first, to the payment of any indebtedness, other than Rent due hereunder from Lessee to Lessor; and second, to the payment of Rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and be applied in payment of future Rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such re-letting hereinabove and such rent shall not be promptly paid to Lessor by the new lessee, or if such rents received from such re-letting during any month be less than that to be paid during such month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Agreement for such previous breach. Should Lessor at any time terminate this Agreement following an event of default hereunder, in addition to any other remedy Lessor may have, Lessor may recover from Lessee the amount of the rent and charges equivalent to the Rent reserved in this Agreement for a period of sixty (60) days following such termination over the amount of rental derived from the operation of the Premises whether Lessor shall or shall not re-let the Premises during such sixty (60) day period.

23. Lessor's Right to Collect Rent.

The termination of this Agreement at or prior to the expiration of the Term, by lapse of time or otherwise, shall not affect Lessor's right to collect Rent for the period prior to such termination.

24. Subordination and Non-Disturbance.

Lessee's rights hereunder shall be subject and subordinate to any bona fide mortgage or deed of trust to secure a debt which now affects or which may subsequently affect the Hotel and shall be subject to the terms and conditions of any lease of the Hotel or portion thereof through which Lessor has derived possessory rights to the Premises and of any other leases or other matters affecting title to which any such lease is subject.

25. No Levy, etc.

This Agreement shall create the relationship of lessor and lessee between Lessor and Lessee; no estate shall pass out of Lessor; Lessee's interest in the Premises shall not be subject to levy, sale or other involuntary assignment.

26. Hold Over.

If Lessee remains in possession of the Premises after the expiration of the Term without any express agreement of the parties, Lessee shall be a tenant at will at twice the base rental, and there shall be no renewal of this Agreement by operation of law.

27. Attorneys' Fees.

In case suit shall be brought for an unlawful detainer of the Premises, for the recovery of any Rent due under the provisions of this Agreement, or because of the breach of any other covenant herein contained on the part of Lessor or Lessee to be kept or performed, the party prevailing in such suit shall be entitled to reasonable attorneys' fees to be paid by the unsuccessful party, which fees shall be fixed by the court.

28. Cumulative Remedies.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and shall be in addition to every other right, power, privilege and remedy existing in law or at equity.

29. Mechanic's Lien.

Lessee shall not suffer any mechanic's or materialman's lien to be filed against the Premises or the Hotel by reason of any Lessee's Work, labor, services or materials performed at or furnished to the Premises, to Lessee, or to anyone holding the Premises through or under the Lessee. If any such mechanic's lien shall at any time be filed, Lessee shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but Lessee shall have the right to contest any and all such liens, provided security satisfactory to Lessor is deposited with it. If Lessee shall fail to cause such a lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Lessor, and the amount so paid by Lessor and/or all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in procuring the discharge of such lien, shall be deemed to be additional rent together with interest thereon as provided in Section 6(i) and shall be due and payable by Lessee to Lessor on the first day of the next following month.

In accordance with the applicable provisions of the Florida Mechanic's Lien Law and specifically Section 713.10, Florida Statutes, no interest of Lessor in the Premises or in the underlying land shall be subject to liens for improvements made by Lessee, and Lessee shall notify any contractors, materialmen, subcontractors and other persons working on such improvements of this Section. Lessee hereby authorizes Lessor, but Lessor is not required, to prepare and record, in the public records of Bexar County, a memorandum of this Agreement or a notice which sets forth the provisions contained herein regarding the limitation on the liability of Lessor and the Premises for such claims, making Lessor their attorney-in-fact for purposes of executing any such summary on behalf of Lessee.

30. Notice.

Except as may be otherwise provided in this Agreement, any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and shall be deemed duly given or made: (i) when delivered personally to the party at the address specified below; (ii) when delivered by a reliable overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the party as specified below; or (iii) when delivered by facsimile transmission with confirmed receipt of transmission. A party may designate a different address for receiving notices under this Agreement by notice to the other parties.

If to Lessor: Hyatt Corporation, as Agent of
H.E. San Antonio I, LLC,
dba Hyatt Regency San Antonio
Attention: General Manager
Telephone : 210-222-1234
Facsimile : 210-227-4925

With a copy to: James A. Francque
Senior Vice President and Associate General Counsel
71 South Wacker Drive
Chicago, IL 60606
Telephone: (312) 780-2987
Facsimile: (312) 780-5284

If to Lessee: c/o Interval Leisure Group, Inc.
6262 Sunset Drive
Miami, Florida 33143
Attention: Victoria J. Kincke
Telephone: 305-666-1861
Facsimile: 305-667-2072

With a copy to: Holland & Knight LLP
800 17th Street, N.W., Suite 1100
Washington, DC 20006
Attention: Jeffrey B. Stern
Telephone: 202- 828-5005
Facsimile: 202-955-5564

31. No Waiver.

No failure of Lessor to exercise any power given to Lessor hereunder, or to insist upon strict compliance by Lessee with Lessee's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

32. Time of Essence.

Time is of the essence of this Agreement.

33. Lessor's Right to Rearrange Hotel; Substitute Premises.

Lessor shall have the right, from time to time, to make changes, alterations, improvements or deletions (including rearrangements of space) in the Hotel or any part thereof, including the Hotel lobby and the Hotel shop area so long as the Premises, and the entrances thereto, exits therefrom, and exposure to Hotel guests are not materially and adversely affected thereby. Lessor reserves the right to impose reasonable restrictions as to the loading and unloading of merchandise, supplies or equipment by Lessee.

Subject to obtaining Lessee's prior written consent, to be given or withheld in its sole and absolute discretion, Lessor shall have the right at any time during the Term, upon giving Lessee not less than sixty (60) days prior notice, to provide and furnish Lessee with substantially similar space elsewhere in the Hotel of not less than the same size and of substantially the same visibility, quality, accessibility, functionality, and exposure to Hotel guests as the Premises, and remove and relocate Lessee to such space, with Lessor to pay all costs and expenses incurred as a result of such movement to such new space. If Lessor moves Lessee to such new space, this Agreement and each and all of its terms, covenants and conditions shall remain in full force and effect and shall be deemed applicable to such new space and such new space shall thereafter be deemed to be the "Premises" as though Lessor and Lessee had entered into an express written amendment of this Agreement with respect thereto.

In the event of an actual and material physical change, renovation or alteration of the portions of the Hotel in which any of the Premises are located, Lessor shall have the right to relocate, at its sole cost and expense and subject to Lessee's prior approval, not to be unreasonably withheld, the Premises or any part thereof, as it reasonably deems necessary to accommodate such change, renovation or alteration. Such relocation right may be exercised by giving written notice to Lessee, which notice will include the date on which Lessee is being asked to relocate and a description of the space to which the Premises will be relocated. Lessee must withhold its consent, if at all, by written notice to Lessor within fifteen (15) days after Lessee's receipt of Lessor's notice. Such new space must have at least the same size, attributes, access to foot traffic, and quality of exposure to Hotel guests as the previous space.

34. Definitions.

"Lessor," as used in this Agreement, shall include the original lessor and its assigns or other successors in interest with respect to the Premises. "Lessee," as used in this Agreement, shall include the original lessee, and, if the original lessee's interest in this Agreement shall be validly assigned, shall include also lessee's assignees.

35. Entire Agreement.

This Agreement contains the entire agreement of the parties hereto; and no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein, shall be of any force or effect except as embodied herein or otherwise set forth in writing and executed by the parties hereto. All terms in this Agreement are deemed to be material.

36. Lessee's Covenants.

Lessee represents, warrants and covenants that (i) it is duly licensed to do business in the State of Texas, (ii) it has full power and authority to enter into this Agreement, and (iii) it has no knowledge of any threatened, pending or ongoing claims or litigation which may materially and adversely affect its ability to perform its obligations under the Agreement.

Lessee further covenants, warrants and represents that by executing this Agreement and by the operation of the Premises under this Agreement, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other lease or contract affecting the Lessee or any affiliate, associate or any other person or entity with whom or with which Lessee is related or connected financially or otherwise. Lessee hereby covenants and agrees to indemnify and save harmless Lessor, any future owner of the fee or any part thereof, and any mortgagee thereof against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, including attorneys' fees,

paid, suffered or incurred by them or any of them as a result of any breach of the foregoing covenant. Lessee's liability under this covenant extends to the acts and omissions of any subtenant, and any agent, servant, employee or licensee of any subtenant of Lessee.

37. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

38. Verification.

At any time during the Term, Lessee shall, at the request of Lessor, acknowledge and deliver to Lessor without charge, a duly executed certificate prepared by Lessor, certifying that this Agreement is valid and subsisting and in full force and effect and that Lessor, at the time, is not in default under any of the terms or provisions of this Agreement.

39. Brokers.

Each party covenants, represents and warrants that no realtor, broker or agent was involved in the negotiations leading to the execution of this Agreement or brought it about either directly or indirectly. Each party agrees to indemnify, defend and hold the other harmless from and against any and all expenses or costs (including, without limitation, attorneys' fees) caused by any broker claiming to have dealt with the indemnifying party.

40. Governing Laws.

The rights and obligations of the parties under this Agreement shall be governed by the laws of the Texas. The parties hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the other concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement. In the event any such suit or legal action is commenced by either party, the other party hereby agrees, consents and submits to the personal jurisdiction of courts situated in Bexar County, Texas ("**County Courts**"), with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said County Courts, and each party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said County Courts. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

41. Headings.

The Headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

42. Dispute Resolution.

(a) Alternative Dispute Resolution. Subject to Sections 42(c)(iv) and 42(d) of this Agreement, the parties agree for themselves and their respective affiliates, and each of their respective shareholders, trustees, beneficiaries, directors, officers, employees or agents, that all controversies, disputes, or claims between the parties arising from or relating to this Agreement (collectively, the "**Disputes**") which arise hereunder, regardless of whether or not the existence of a Dispute is specifically referred to in any provision of this Agreement, shall be subject to, and resolved in accordance with, this Section 42. (For the purposes of this Section 42, the term "party" shall refer to each of the persons referenced in this Section 42(a)).

(b) Mediation.

(i) If either party gives notice to the other party of the existence of a Dispute, then, commencing within five (5) days after the date of such notice, the parties shall, through their senior business representatives and (if they so desire) counsel, negotiate in good faith for a period of at least ten (10) Business Days in an effort to resolve the Dispute without prejudice to either party's rights under this Section 42. "Business Day" means any day, other than a Saturday or a Sunday or a day on which banks located in New York City, New York generally are authorized or required by applicable law to close

(ii) If the parties are unable to resolve the Dispute within such ten (10) Business Day period, either party may then submit the Dispute to non-binding mediation under the then applicable rules and jurisdiction of the American Arbitration Association ("AAA"), in which event, the parties shall participate in at least ten (10) hours of mediation within the thirty (30) day period after such Dispute has been submitted for mediation unless the parties mutually agree in writing to a longer period. The fees and costs of such mediation shall be borne equally by the parties.

(iii) If the Dispute remains unresolved at the conclusion of such mediation, either party may then submit the Dispute to arbitration in accordance with Section 42(c) of this Agreement.

(iv) If the parties mutually agree in writing, they can (i) proceed directly to arbitration, and/or (ii) decide to vary or revise any of the timeframes or proceedings set forth in Sections 42(b) and 42(c) of this Agreement.

(c) Arbitration.

(i) Subject to Section 42(d) of this Agreement, all Disputes that have not been resolved through negotiation or mediation pursuant to Section 42(b) shall be submitted to final and binding arbitration administered by the AAA. If the AAA no longer exists or is unable to administer the arbitration of the Dispute in accordance with this Section 42, and the parties cannot agree on the identity of a substitute arbitration service provider within ten (10) days after notice by the complaining party, then such party shall petition County Court or, if not available, any other court of competent jurisdiction

to identify a substitute arbitration service provider, who will administer the dispute resolution process in accordance with this Section 42. The arbitration shall be governed exclusively by the United States Arbitration Act or any successor law, without reference to any state arbitration statutes. In any such arbitration proceeding, each party shall submit or file any claim that would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed in such proceeding shall be barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Lessor or Lessee.

(ii) The arbitration proceedings will be conducted by one (1) arbitrator and, except as this Section otherwise provides, according to the AAA's then current commercial arbitration rules. The arbitrator must be chosen from a proposed list of at least fifteen (15) arbitrators who are licensed attorneys each with no less than ten (10) years of legal experience, and who are listed on the AAA's National Roster of Neutrals (or such other equivalent replacement roster of experienced arbitrators that the AAA designates). All proceedings will be conducted at a suitable location chosen by the arbitrator that is within ten (10) miles of either (A) Lessor's then current principal business address or (B) the Hotel. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) and not by any state arbitration law. In addition to the foregoing, the arbitrator selected shall be a third-party individual: (a) having not less than ten (10) years' experience in the hospitality industry or at least ten (10) years' consulting experience with a solid reputation in the hospitality industry; (b) not having had any direct relationship with either party or in the preceding twenty-four (24) month period, except to the extent disclosed and accepted by the other party; (c) having demonstrated knowledge of market where the Hotel is located and the shared ownership business and the lodging business; (d) having demonstrated knowledge of the marketing of shared ownership projects and lodging facilities; and (e) having demonstrated knowledge of the market where the Hotel is located. The arbitrator has the right to award any relief that he or she deems proper, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not award any punitive, exemplary, treble or other forms of multiple damages against either party. The award of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

(iii) Lessor and Lessee agree that arbitration will be conducted on an individual, not a class-wide, basis; that only Lessor (and/or its affiliates and its and their respective owners, officers, directors, agents, and/or employees, as applicable) and Lessee (and/or its affiliates and its and their respective owners, officers, directors, agents and/or employees, as applicable) may be the parties to any arbitration proceedings described in this Section 42(c); and that an arbitration proceeding between Lessor (and/or its affiliates and its and their respective owners, officers, directors, agents, and/or employees) and Lessee (and/or its affiliates and its and their respective owners, officers, directors, agents and/or employees) may not be consolidated with any other arbitration proceeding between Lessor and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 42(c), if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section, then all parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with this Section 42.

(iv) Despite Lessor's and Lessee's agreement to arbitrate, Lessor and Lessee each have the right in a proper case to seek temporary restraining orders and temporary or permanent relief or other specific performance from a court of competent jurisdiction; provided, however, that Lessor and Lessee must contemporaneously submit the dispute for arbitration on the merits as provided in this Section 42.

(v) The parties agree that the award of the arbitrator shall be binding upon Lessor and Lessee and their respective affiliates, and that judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(vi) No arbitrator shall (i) then be in the employ of any person which, at the time of such arbitration, is engaged in the shared ownership business or the lodging business, or (ii) have ever been in the employ of Lessor or Lessee or their respective affiliates.

(vii) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD AGAINST EITHER PARTY ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR TO VARY OR IGNORE THE TERMS OF THIS AGREEMENT, AND SHALL BE BOUND BY CONTROLLING LAW. THE ARBITRATOR'S FAILURE TO APPLY CONTROLLING LAW OR ENTRY OF A DECISION THAT IS NOT BASED ON SUBSTANTIAL EVIDENCE IN THE RECORD SHALL BE GROUNDS FOR MODIFYING OR VACATING AN ARBITRATION DECISION. For the avoidance of doubt, it is agreed and understood that this Section 42 (Dispute Resolution) shall not prevent either party from recovering direct damages that it suffers under this Agreement.

(viii) For any arbitration pursuant to which either party seeks an award for money damages in an amount less than five hundred thousand dollars ($500,000) (as adjusted annually from the Effective Date by the CPI Index), the following provisions shall apply:

(A) Except as otherwise directed by the arbitrators, the parties shall (i) produce relevant documents and information to each other as if Rule 34 of the Federal Rules of Civil Procedure applied to the arbitration proceeding. On a date set by the arbitrator, but in no event more than thirty (30) days after the arbitrator is selected, the parties shall exchange document requests. The parties may schedule up to three (3) depositions, which shall be noticed and taken in a manner consistent with the Federal Rules of Civil Procedure as if those Rules applied to the arbitration proceeding. Any such discovery shall be completed within sixty (60) days following the selection of the arbitrator.

(B) On a date set by the arbitrator, but in no event more than thirty (30) days after the depositions are complete, the parties shall deliver to the arbitrator and each other a written statement of their respective positions with respect to the Dispute(s) at issue and their reasons in support thereof. Within fourteen (14) days thereafter, the parties may submit to the arbitrator and, if so, deliver to each other, a written response to the other party's statement.

(C) Unless requested by the arbitrator, no hearing shall be required in connection with any arbitration, and the arbitrator may elect to base his or her award on the written material submitted by the parties; provided, however, that the parties shall submit to hearings, and be prepared to present testimony, if so requested by the arbitrator.

(D) Following receipt of the written materials from each party provided for in subparagraph (ii) above, and following any hearing held in connection with such arbitration, the arbitrator shall render his or her award; provided, however, that if more than one Dispute

is submitted to the same arbitrator for resolution, each such Dispute shall be deemed a separate arbitration for purposes of this subparagraph and shall be subject to a separate award by the arbitrator.

(ix) Any arbitration pursuant to which either Party is seeking an award for money damages equal to or in excess of five hundred thousand dollars ($500,000) (as adjusted annually from the Effective Date by the CPI Index) shall be conducted pursuant to the Commercial Dispute Procedures of the AAA; provided, however, that, in all events, the parties shall (i) produce relevant documents and information to each other as if Rule 34 of the Federal Rules of Civil Procedure applied to the arbitration proceeding, and (ii) be entitled to take at least three (3) depositions, which shall be noticed and taken in a manner consistent with the Federal Rules of Civil Procedure as if those Rules applied to the arbitration proceeding. The arbitrator shall follow the Federal Rules of Evidence in making any evidentiary rulings.

(x) The provisions of this Section 42(c) will survive the expiration or termination of this Agreement.

(d) Litigation. Notwithstanding anything to the contrary in this Section 42, the parties shall have the right to immediately commence litigation or other legal proceedings without seeking alternative dispute resolution with respect to the following:

(i) Lessor will be entitled to injunctive or other equitable relief from a court of competent jurisdiction, without the necessity of proving the inadequacy of money damages as a remedy or irreparable harm, without the necessity of posting a bond, and without waiving any other rights or remedies at law or in equity, for any actual or threatened material breach or violation of this Agreement for which such relief is an available remedy (including, but not limited to, threats or danger to public health or safety). The rights conferred by this Section 42(d)(i) expressly include, without limitation, Lessor's entitlement to affirmative injunctive, declaratory, and other equitable or judicial relief (including specific performance) for Lessee's failure to operate any portion of the Premises in accordance with the standards established in this Agreement, including, without limitation, affirmative relief that any such deficiencies are cured and thereafter meet the standards.

(ii) Lessee will be entitled to injunctive or other equitable relief from a court of competent jurisdiction, without the necessity of proving the inadequacy of money damages as a remedy or irreparable harm, without the necessity of posting a bond, and without waiving any other rights or remedies at law or in equity, for any actual or threatened material breach or violation of this Agreement for which such relief is an available remedy.

(iii) Lessor or Lessee will be entitled to injunctive or other equitable relief from a court of competent jurisdiction, without the necessity of proving the inadequacy of money damages as a remedy or irreparable harm, without the necessity of posting a bond, and without waiving any other rights or remedies at law or in equity, for any claims relating to the enforcement of the dispute provisions of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove set forth.

HYATT CORPORATION, a Delaware corporation, as agent of H.E. San Antonio I, LLC, a Delaware Limited Liability Company, dba Hyatt Regency San Antonio

By: _____
Name: Greg Leonard
Its: General Manager

HTS – SAN ANTONIO, L.P., a Florida limited partnership

By: _____
Name: Eva Cano
Its: COO

EXHIBIT A
HOTEL PROPERTY

HYATT REGENCY SAN ANTONIO
[illegible] Street
San Antonio, TX [illegible]
USA

T: [illegible]
SF: [illegible]
[illegible]

ACCOMMODATIONS

629 guestrooms, including 27 suites, 247 kings, 352 doubles, 140 Hyatt Gold Passport® and 18 Elite Women's Experience, hypo-allergenic rooms and River or Alamo view rooms available upon request

All Accommodations Offer:

- Hyatt Grand Bed®
- Wireless high-speed Internet access
- Television with remote control, cable movie channels and in-room pay-per-view movies
- Video messages, video account review and video checkout
- Voicemail, telephone and dataport
- Individual climate control
- Electronic door lock
- Turndown service available upon request
- Full bath amenities and hair dryer
- Coffee bar and refrigerator
- Iron / ironing board
- Hiline® alarm clock radio

SERVICES & FACILITIES

- Hyatt Express Check-In Kiosks
- Hyatt Fast Board®
- 1-800-CHECK-IN®
- Hyatt Web Check-In
- In-room dining 18 hours a day
- Concierge and Hyatt E-Concierge
- Perfile® business center and support services
- Multilingual staff
- Assistive listening devices
- Curbside valet
- Safe-deposit boxes at front desk
- Laundry / dry cleaning
- 24-hour valet parking and self-parking in covered garage
- Valet service
- Gift shop: Garcia Art Glass
- Soda and ice machines

RESTAURANTS & BARS

- *Q Restaurant* – one-of-a-kind River Walk restaurant that offers a tasty sampling of close-cooked favorites from around the world
- *Q Bar* – up close with the action at this upscale sports lounge
- *Bistro Bros. Bagels* – enjoy fresh bagels in a variety of flavors, innovative sandwiches, homemade soups and hot specialty drinks

RECREATIONAL FACILITIES

- DASA Spa on the River Walk, conveniently located in the hotel atrium
- Heated rooftop swimming pool and sundeck
- 3,400-square-foot Hyatt StayFit gym featuring the latest Life Fitness® Cardio equipment with touch-screen LCD and Life Fitness® Signature Strength Training equipment
- 18-hole Palma Valley Golf Course, six miles
- 18-hole The Quarry Golf Course, eight miles
- 18-hole Silverhorn Golf Course, ten miles

MEETING & EVENT SPACE

- A total of 40,000 square feet of function space, including 3,600 square feet of prefunction space and an 8,000-square-foot conference center
- 21 meeting rooms with individual or master controls for heat / AC and multiple electrical and microphone outlets
- Two blocks from San Antonio Convention Center
- Regency Ballroom and the Grande Ballroom complemented by spacious prefunction foyers and 15 additional meeting rooms
- Garden Terrace with reception capacity for 250 guests
- Gift premiums courtesy through Regency Concierge® at an array of venues, including La Villita Theatre, La Villita, Southwest School of Art and Craft, Arneson River Theatre, Tobin Center for the Performing Arts, Institute of Texas Cultures, Children's Museum, and River Barges
- Meeting accessories available to assist attendees during conferences

LOCATION

Situated downtown on the banks of the Riverwalk, the Hyatt Regency San Antonio hotel offers guests classic elegance and Texas-size hospitality

VISITOR INFORMATION

- Language: English
- Currency: USD
- Climate: hot in summer / warm and cool in winter
- Visa: Please refer to your local travel consultant for visa information prior to travel

TRANSPORTATION

- San Antonio Int'l Airport – 9 miles / 15 mins
- San Antonio Convention Center – 2 blocks / 5 min walk

POINTS OF INTEREST

- The Alamo
- San Antonio River Walk
- AT&T Center (San Antonio Spurs)
- Six Flags® Fiesta Texas Theme Park
- Sea World®
- San Antonio Zoo
- Japanese Sunken Gardens
- Shopping at Riverwalk Mall, Northstar Mall and Paseo de Alamo Shops
- HemisFair Park Plaza
- Majestic Theatre
- San Antonio Museum of Art
- San Antonio Children's Museum
- Institute of Texas Cultures
- King William Historic District
- La Villita Spanish Village
- Southwest School of Art and Craft
- Alamodome

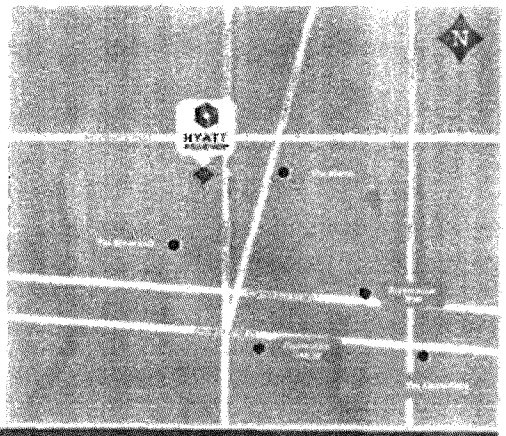
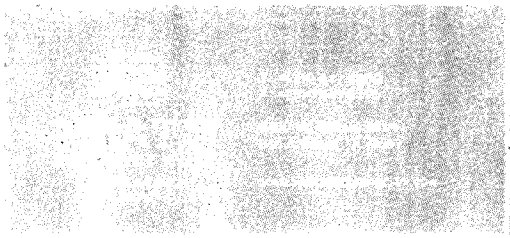


EXHIBIT B
RESORTS



WELCOME TO HYATT WILD OAK RANCH

Enjoy the charm of a Texas ranch and the comforts of a luxury resort, all just minutes from downtown San Antonio. Set on 39 acres of the scenic Texas Hill Country, Hyatt Wild Oak Ranch allows guests to experience everything the region has to offer—from the historic Alamo and modern attractions such as SeaWorld and San Antonio's Riverwalk, to the simple pleasures of the great outdoors.

Hyatt Wild Oak Ranch
9700 W. Military Drive
San Antonio, TX 78251
Telephone: 210-647-9300
Fax: 210-647-9301
www.hyattresidenceclub.com

Get Info on Jan-Dec

DIRECTIONS

From San Antonio International Airport: Exit the airport onto Airport Blvd. Make a slight right to merge onto Loop 410 West and continue approx. 12.5 miles. Take the TX-151 West ramp, exit 5A, toward SeaWorld. Drive approx. 2.7 miles and exit at Military Drive. (Do not take the exit from Loop 410 onto Military Drive; instead merge onto Highway 151 then exit Military Drive.) Take a right turn onto Military Drive and go 1/4 mile. The resort entrance will be on the right.

RESORT HIGHLIGHTS

Inspired by historic Texas ranch architecture, Hyatt Wild Oak Ranch features limestone exteriors and rustic wood beams that create an authentic feel throughout the property. In addition to pristine natural beauty of the Hill Country, Hyatt Wild Oak Ranch also is surrounded by the award-winning, Arthur Hills designed Hill Country Golf Club.

RESTAURANT & LOUNGES

In addition to in-unit kitchen facilities, on-property dining options include:

- JJ's—Poolside restaurant serving appetizers, salads, sandwiches and hamburgers with a full bar
- The Ranchhouse: General store offering groceries and sundries plus Starbucks coffee

Guests also can enjoy elegant surroundings and spectacular food at the restaurants of adjacent Hyatt Regency Hill Country Resort & Spa, including:

- Antlers Lodge: The finest in Southwestern infused cuisine in the cozy ambience of an upscale country lodge
- Springhouse Cafe: Texas-style buffet, plus menu offering Hill Country specialties

GUEST ACCOMMODATIONS

3 Bedroom: King-size bed in master bedroom; king-size bed in guest bedroom; two full-size beds or Murphy bed in third room. (Maximum 10 people)

2 Bedroom (standalone): King-size bed in master bedroom; sofa sleeper in living room; 2 full-size beds in guest bedroom. (Maximum 8 people)

2 Bedroom (Lock-off unit): King-size bed in master bedroom; sofa sleeper in living room; king-size bed and sofa sleeper in guest bedroom. (Maximum 8 people)

1 Bedroom: King-size bed in bedroom and queen-size sofa sleeper in living room. (Maximum 4 people)

Standard amenities in 3-, 2- and 1-bedroom units include:

- Balcony overlooking golf course (most units)
- Living room with sofa sleeper, 42-inch flat screen TV and stereo/CD/DVD player
- Complimentary high-speed Internet access
- TVs in bedroom(s)
- Dining area
- Whirlpool bath
- Washer/dryer
- Fully equipped kitchen
- In-room safe
- Hairdryer

Studio: King-size bed and queen-size sofa sleeper (Maximum 4 people)

Standard amenities in studio units include:

- Television
- Mini-refrigerator
- Kitchenette equipped with flatware
- Complimentary high-speed Internet access
- Coffeemaker
- Microwave oven
- Toaster

Fully equipped facilities are available for our guests with special needs.

Check-in time: 4:00 p.m. Check-out time: 10:00 a.m.

Minimum check-in age: 21

GUEST SERVICES

- Front desk available 7 a.m. to 11 p.m.

RESORT AMENITIES

- Health club with free weights, treadmill, exercise bike, steam room, sauna, spa tub and private locker room
- Pools and waterslides, including indoor/outdoor pool and 800-foot Rattlesnake River pool
- Camp Armadillo offering a variety of indoor and outdoor children's activities
- Preferred access at Hill Country Golf Club
- Array of services at Wildflower Spa at adjacent Hyatt Regency Hill Country Resort & Spa
- Wildflower Pavilion with fire pits
- Weekly outdoor movie screenings (weather permitting)
- Playground
- Shuffleboard
- Horseshoe pits
- Game room
- Three spa tubs
- Sand volleyball
- BBQ areas
- Media room

POINTS OF INTEREST

Nearby attractions include:

- SeaWorld San Antonio—World's largest marine life adventure park and family entertainment showplace
- Six Flags Over Texas—Theme park with roller coasters, entertainment and attractions
- The Alamo—Site of historic 1836 battle between Mexican Army and Texian defenders

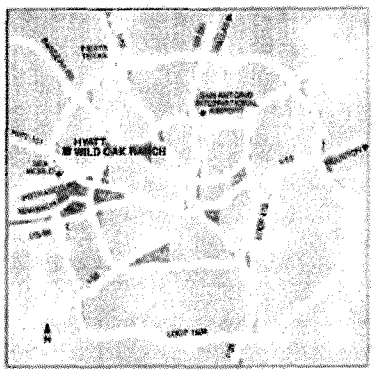
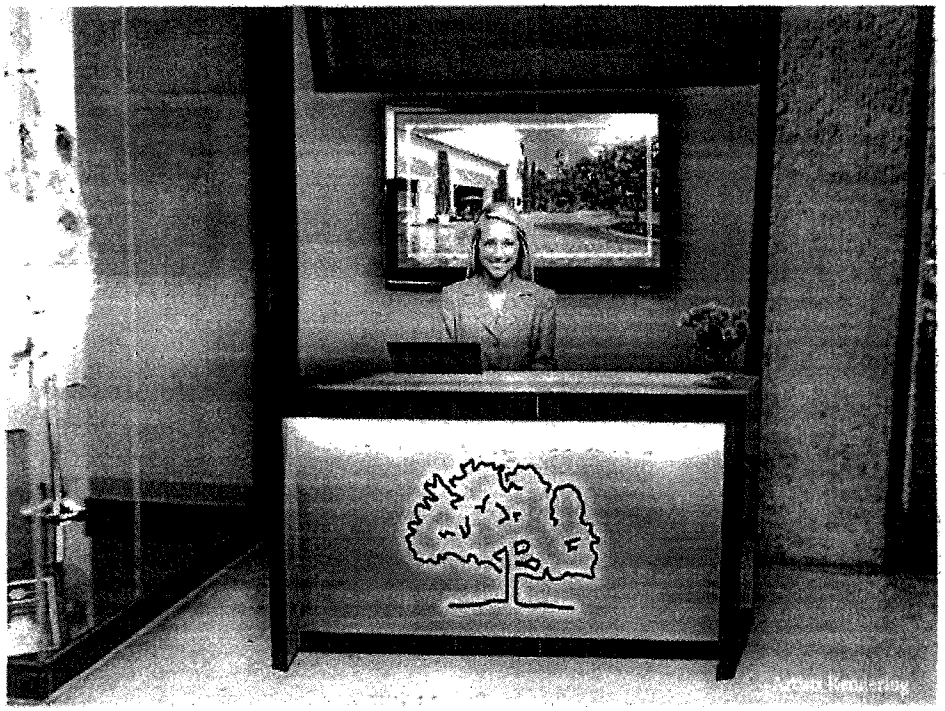
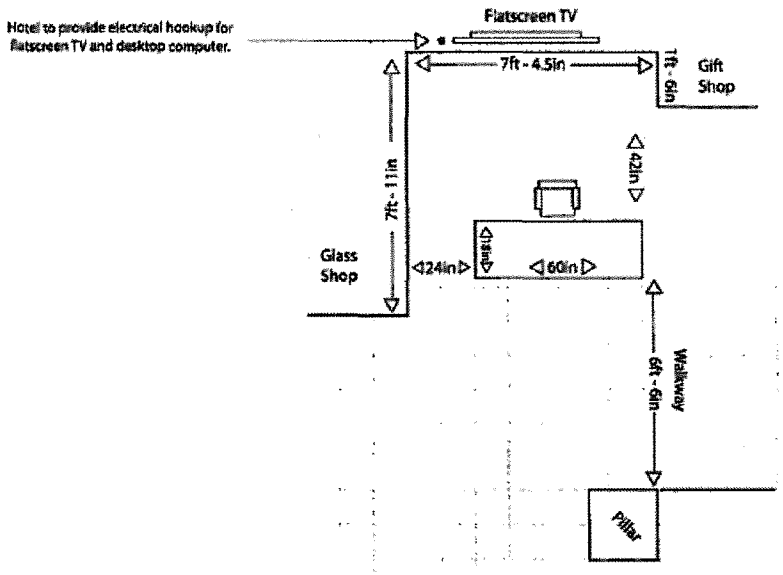


EXHIBIT C
DEPICTION OF PREMISES



HYATT
RESIDENTIAL GROUP

Lease Space at
Hyatt Regency Riverwalk



Legend = 1 Square ~ 1 Foot

HYATT.
RESIDENTIAL GROUP

EXHIBIT D
LESSEE'S MARKETING PROGRAM

Elsa Davila
9700 West Military Drive
San Antonio, TX 78251

July 23, 2014

Lisa Trosset
Vice President
Hyatt Residential Group
Compliance, Closing & Loan Administration
140 Fountain Parkway, Suite 570
St. Petersburg, FL 33716

Dear Ms. Trosset,

In an effort to increase future tours at Hyatt Wild Oak Ranch, I am proposing a reopening of a previously successful OPC marketing booth. The main goal for this location is to regain Hyatt Residential Group exposure, which is currently nonexistent in other areas of San Antonio. We will do this by introducing guests to Wild Oak Ranch, along with all the wonderful benefits of ownership, resulting in significant sales for HRG.

This booth will be located in the Paseo del Alamo atrium of the Hyatt Regency on the Riverwalk in San Antonio, Texas. I will have three to four employees stationed at this location permanently covering shifts from 8am to 8pm daily. The primary focus will be centered on booking Stay and Play packages to increase tours during the slower season thereby avoiding an overcrowding effect of previously purchased packages from other OPC locations.

Aside from the Stay and Play packages, the OPC marketing team will also focus on direct tours when all qualifications have been met. This downtown location hits a market which consists of conventioneers, tourists, and locals. When an interested tour has provided all the proper information and is able to provide their own transportation to Wild Oak Ranch, we will book direct tours based on availability as straight in or next day tours.

As we prove to be successful, I will increase coverage as well as adjust the expected number of packages and tours. This location will assist in our marketing efforts to continue to hit markets which are not being reached as of yet.

Sincerely,

Elsa Davila
Marketing Manger
Hyatt Wild Oak Ranch

EXHIBIT E
ADDITIONAL MARKETING SPACE MADE AVAILABLE TO LESSEE (IF ANY)

Consent to First Amendment to Sublease Agreement
Hyatt Regency San Antonio as Tenant
Hyatt Regency Atrium

This Consent to First Amendment to Sublease Agreement ("Consent") by and between City of San Antonio ("Landlord") and H.E. San Antonio I, L.L.C. ("Tenant" and/or "Sublessor").

WHEREAS, Landlord and Tenant have executed the Lease with subsequent amendments as set out in Identifying Information below, providing for the lease of Riverwalk Atrium space inside the Hyatt Regency Hotel;

WHEREAS, pursuant to such Lease, Tenant, as Sublessor, has entered into a sublease with Elegant Trader, Inc. and John Kangethe d/b/a Ice Cream and Chocolates by the River ("Sublease") for certain space in the Atrium area;

WHEREAS, Tenant has requested Landlord to give its consent to the First Amendment of the Sublease, a copy of which is attached hereto.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Identifying Information.

A. ORIGINAL LEASE

Tenant:	H.E. San Antonio I, LLC
Tenant's Address:	c/o Hyatt Corporation, 71 S. Wacker Drive, Chicago, Illinois 60606
Lease:	Non-Exclusive Lease Agreement between the City of San Antonio as Landlord and San Antonio 2000, Ltd (predecessor in interest to H.E. San Antonio I, LLC) as Tenant dated October 16, 1990 and authorized by the Ordinance Authorizing Original Lease
Ordinance Authorizing Original Lease:	72148 (August 23, 1990)
Premises:	All area within the atrium marked with a heavy black line on **Exhibit A**, which is incorporated by reference for all purposes as if fully set forth.

B. FIRST AMENDMENT

1st Amendment:	Amendment to Non-Exclusive Lease Agreement

between the City of San Antonio as landlord and San Antonio 2000, Ltd as tenant dated June 19, 1997 and authorized by the Ordinance Authorizing 1st Amendment

Ordinance Authorizing 1st Amendment: 86121 (June 12, 1997)

C. SECOND AMENDMENT

2nd Amendment: 2nd Amendment to Lease Agreement (Hyatt Regency) between San Antonio 2000, Ltd, as Tenant, and the City of San Antonio, as Landlord, and authorized by the Ordinance Authorizing 2nd Amendment

Ordinance Authorizing 2nd Amendment: 2007-05-17-0553 (May 17, 2007)

D. THIRD AMENDMENT

3rd Amendment: 3rd Amendment to Lease Agreement (Hyatt Regency) between the City of San Antonio, as Landlord, and H.E. San Antonio I, L.L.C. as Tenant

Ordinance Authorizing 3rd Amendement: 2011-03-03-0170 (March 3, 2011)

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this Consent, when used in this Consent, have the meanings ascribed to them in the Lease. References to "Lease" in this Consent include both the original Lease and all previous amendments to it.

3. Services in Lieu of Cash Rent.

The parties have previously agreed that no part of any rent paid by Sublessee to Sublessor shall be paid to Landlord.

4. Consent.

Landlord consents to the First Amendment between Sublessor and Sublessee attached.

5. Notices.

Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. Notice is complete three days

after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but in that case notice is effective only on actual receipt. Address for notice may be changed by giving notice.

Address for Notice to Landlord:

Director, Center City Dev. & Operations Dept.
City of San Antonio
P.O. Box 830066
San Antonio, Texas 78283-3966

Address for Notice to Tenant:

Hyatt Regency Hotel
123 Losoya
San Antonio, Texas 78205
Attn: Jeff Callender

With a copy to
Frank Burney
300 Convent #2500
San Antonio, Texas 78205
fburney@mdtlaw.com

6. No Default.

Neither Landlord nor Tenant is in default under the Lease.

7. Public Information.

Tenant 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.

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

Landlord	**Tenant**
City of San Antonio, a Texas municipal corporation	**H.E. San Antonio I, LLC,** a Delaware limited liability company
Signature:	By:
Printed Name: Carlos J. Contreras, III	Printed Name: Lynn Leonard
Title: Assistant City Manager	Title: General Manager
Date:	Date: 11/12/14

Approved as to Form:

City Attorney

W:\CORP\FBR\HYATT\Amendment to Atrium Lease 10-28-14.doc

Exhibit A.

First Amendment to Sublease Agreement
Hyatt Regency San Antonio — San Antonio, Texas

This First Amendment to Sublease Agreement (the "AMENDMENT") is made and entered into effective as of September 1, 2014, by and between H.E. SAN ANTONIO I, L.L.C., a Delaware limited liability corporation licensed to do business in Texas ("SUBLESSOR"), and Elegant Trader, Inc, and John Kaugethe dba Ice Cream and Chocolates by the River ("SUBLESSEE").

Recitals

SUBLESSOR and SUBLESSEE are parties to a Sublease Agreement (the "SUBLEASE") dated as of August 8, 2004. SUBLESSOR and SUBLESSEE desire to amend the Lease as more specifically provided in this AMENDMENT.

ACCORDINGLY, SUBLESSOR and SUBLESSEE, intending to be legally bound hereby, agree as follows:

1. Option to Extend; Monthly Rent. The final term of the SUBLEASE ends on July 31, 2014. SUBLESSEE has expressed a desire to renew the SUBLEASE for an additional term of five (5) years. From August 1, 2014 until July 31, 2019, SUBLESSEE will pay as the minimum monthly rent, as follows:

June 1, 2014 to May 31, 2015	$300
June 1, 2015 to May 31, 2016	$325
June 1, 2016 to May 31, 2017	$350
June 1, 2017 to May 31, 2018	$375
June 1, 2018 to May 31, 2019	$400

In addition, SUBLESSEE shall have one (1) additional option to renew the term for an additional five (5) years. SUBLESSEE shall give notice of exercise of the option to SUBLESSOR as provided in Section 40 of the Lease. The monthly minimum rent during the first renewal term (2019 — 2024) will be the fair market value rental for the Premises, which will be mutually agreed to by the parties at least thirty (30) days prior to the expiration of the renewal term. SUBLESSOR shall send SUBLESSEE written notice of its calculation of the fair market value rental for the Premises at least Sixty (60) days prior to the expiration of the second renewal term and the parties will in good faith negotiate the fair market value rental for the Premises.

2. Ratification and Approval of SUBLEASE SUBLESSOR and SUBLESSEE hereby ratify, readopt and approve the SUBLEASE as amended by this AMENDMENT and its terms shall continue in full force and effect as amended hereby.

3. Entire Agreement. This AMENDMENT constitutes the entire agreement between the parties hereto as to the subject matter hereof, and supersedes all prior

negotiations, understandings and agreements related to the subject matter hereof.

4. Counterparts. This AMENDMENT may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all of which counterparts, taken together, shall constitute one and the same agreement. This Amendment may also be signed by facsimile (fax) transmission.

5. Governing Law. This AMENDMENT shall be governed by the laws of the State of Texas. Venue shall only be appropriate in San Antonio, Texas.

6. Undefined Terms. All initially capitalized, non-grammatical words used herein but not defined herein shall have the meaning ascribed thereto in the SUBLEASE.

7. Binding Effect. All of the terms and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, administrators, executors, successors and assigns.

8. Recitals. The foregoing recitals are incorporated herein for all purposes.

IN WITNESS WHEREOF, SUBLESSOR and SUBLESSEE sign and deliver this AMENDMENT effective as of the date first above written.

SUBLESSOR:

HYATT CORPORATION, AS AGENT OF
H.E. SAN ANTONIO I, L.L.C.
a Delaware limited liability corporation licensed
to do business in Texas, d/b/a Hyatt Regency San Antonio

By:_____
Greg Leonard, General Manager

SUBLESSEE:

Elegant Trader, Inc.

By: _____
President

and

_____
John Kangethe, Individually