

**THIRD AMENDMENT TO
FIRST AMENDED AND RESTATED LICENSE AGREEMENT**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this Third Amendment to the First Amended and Restated License Agreement (“Third Amendment”) is entered into by the CITY OF SAN ANTONIO, a Texas Municipal corporation (“City”), acting by and through its City Manager pursuant to and duly authorized by Ordinance No. 2014-10-30-_____, passed and approved on October 30, 2014, and ARAMARK Sports and Entertainment Services of Texas, LLC (“Licensee”), a Texas Limited Liability Company, acting by and through its duly authorized designated officer.

BACKGROUND

A. City and Licensee entered into the First Amended and Restated License Agreement (“Agreement”) pursuant to City of San Antonio Ordinance No. 2008-08-14-0705, passed and approved on August 14, 2008, and as amended by the First Amendment authorized by Ordinance No.2010-05-13-0433, passed and approved on May 13, 2010, and the Second Amendment authorized by Ordinance No. 2014-04-10-0231, passed and approved on April 10, 2014.

B. City and Licensee agree to amend specific provisions of the Agreement as set out in this Second Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and intending to be legally bound hereby, the City and Licensee agree as follows:

1. Section 1.2 of the Agreement shall be deleted in its entirety and replaced with the following:

"Agreement Year" shall refer to the period October 1st through September 30th for every year under this Agreement or portion thereof."

2. Section 3.1 of the Agreement shall be deleted in its entirety and replaced with the following:

“The term of the License Agreement shall be for a period commencing on October 1, 2008 and expiring on February 28, 2016 or upon the effective date of a subsequent contract with a successful respondent to provide of such services. At the sole discretion of the City, this Agreement may be extended for a period not to exceed six (6) months following the termination date without City Council approval.”

Except as otherwise expressly modified hereby, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED AND SIGNED to be effective the 1st day of November, 2014.

CITY OF SAN ANTONIO

**ARAMARK SPORTS AND ENTERTAINMENT
SERVICES OF TEXAS, LLC**



Sheryl Sculley
City Manager

Mark Adams
Vice President & Chief Financial Officer
Sports & Entertainment

ATTEST:

City Clerk

APPROVED AS TO FROM:

City Attorney