

FOURTH AMENDMENT TO THE AMENDED AND RESTATED HENRY B. GONZALEZ CONVENTION CENTER FOOD AND BEVERAGE SERVICE AGREEMENT AND CONCESSION SERVICES AGREEMENT

BETWEEN THE CITY OF SAN ANTONIO AND THE RK GROUP L.L.C.

This Fourth Amendment to the Amended and Restated Henry B. Gonzalez Convention Center Food and Beverage Service and Concession Services Agreement (hereinafter referred to as this "Fourth Amendment") is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "City") a Texas municipal corporation acting by and through its City Manager pursuant to Ordinance No. 2014-__-__-__, dated _____, 2014 and the RK Group L.L.C. (hereinafter referred to as "Contractor").

RECITALS

- A. City and Contractor are parties to that certain Amendment and Restatement of the Henry B. Gonzalez Convention Center Food and Beverage Service and Concession Services Agreement entered into pursuant to Ordinance No. 99968 passed and approved on November 4, 2004 and executed by the Parties on November 10, 2004 (the "Agreement"), as amended.
- B. Prior to the effectiveness of this Fourth Amendment, the Agreement contained certain terms that the Parties now seek to amend through this Fourth Amendment.
- C. All other provisions of the Agreement remain in force.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and adequacy of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. **Definitions.** All capitalized terms used in this Fourth Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
2. **Amendments.** The Agreement is hereby amended as follows:
 - (A) Section 2.1 of the Agreement is deleted in its entirety and replaced with the following:

2.1 The Term of this Agreement is ten (10) years and eleven (11) months commencing on February 1, 2005 and terminating on December 31, 2015.
 - (B) Section 2.3 is added to the Agreement as follows:

2.3 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.

4. **Effective Date.** This Fourth Amendment shall be effective November 1, 2014.
5. **No Other Changes.** Except as specifically set forth in Section 2 of this Fourth Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement, as amended by this Fourth Amendment, shall continue in full force and effect, and the Agreement, as amended by this Fourth Amendment, shall be read and construed as one instrument.
6. **Choice of Law.** This Fourth Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
7. **Counterparts.** This Fourth Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this Fourth Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

Signatures appear on next page.

IN WITNESS HEREOF, the parties hereto have executed in triplicate originals this _____ day of _____, 2014.

CITY OF SAN ANTONIO
Texas Municipal Corporation

RK GROUP L.L.C.
Limited Liability Corporation

Sheryl L. Sculley
City Manager

Greg Kowalski
Managing Member

Attest:

Leticia Vacek
City Clerk

APPROVED AS TO FORM:

Robert F. Greenblum
City Attorney