

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

**FOR VALUE RECEIVED**, the receipt and sufficiency of which is hereby acknowledged, this Second Amendment to the First Amended and Restated License Agreement ("Second 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-\_\_\_\_-\_\_\_\_-\_\_\_\_\_, passed and approved on \_\_\_\_\_, 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 City Ordinance No. 2010-05-13-0433, passed and approved on May 13, 2010.

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. All references to "Concession Premises" in the Agreement shall be changed to read "Foodservice Premises."
2. The first RECITAL shall be deleted in its entirety and replaced with the following:

"Whereas, City owns and operates the Alamodome, located at 100 Montana Street, San Antonio, Texas;"
3. Section 1.2(a) shall be added as follows:

"Alamodome Grounds" shall mean area surrounding Alamodome, including parking lots, pedestrian plazas, and loading docks.
4. Section 1.3 shall be modified to include mixed beverages.
5. Section 1.5 shall be deleted in its entirety and replaced with the following:

"Catering Sales" shall refer to any food or beverage function of multiple customers, including Suite Sales, where payment for the entire function rests with one individual or company and shall also include any cash bars operated in conjunction with such catering.
6. Section 1.7 is deleted in its entirety and the remainder of the Article shall maintain its numbering.
7. Section 1.9 is deleted in its entirety and replaced with the following

"Concession Sales" shall refer to the sale of food and beverages sold from permanent or portable concession stands or roving vendors to individual customers and shall exclude Catering Sales, Suite Sales, Restaurant Sales and Subcontractor Sales."

8. Section 1.11 is deleted in its entirety and replaced with the following:

“Foodservice” shall refer to the following sales of food and beverages at the Alamodome: Alcoholic Beverages, Branded Products, Restaurant Sales, Concession Sales and Catering Sales.”

9. Section 2.2 is deleted in its entirety and replaced with the following:

“The following areas and services at the Alamodome are excluded from these exclusive rights: Catering Sales for the floor level of the Alamodome, locker rooms, backstage, performer, employee and/or athletic dressing rooms. Licensee may be required by the City to serve these areas on an event specific non-exclusive basis.”

10. Section 2.3 shall be modified to include the Fiesta Carnival and other City sponsored events.

11. Section 4.1 shall be deleted in its entirety and replaced with the following:

“As consideration for Licensee operating said Foodservice operations, Licensee shall pay City the following percentages of Gross Receipts from the following sales categories (the “Commissions”):

<b>Annual Sales Category</b>	<b>Percentage of Gross Receipts</b>
Concession Sales between \$0 – \$1,561,500	35.0%
Concession Sales over \$1,561,500	40.0% (on the increment)
Concessions Sales on Club Level*	25%
Concession Sales on Alamodome Grounds*	35%
Subcontractor Sales	27.5%
Catering Sales	27%
Restaurant Sales	27%
Discounted Sales	To be mutually agreed upon by City and Licensee

\* Shall be calculated in total Concession Sales used to determine the applicable percentage (35% or 40%) of Gross Receipts due City on Concession Sales.

12. Section 5.1 shall be deleted in its entirety and replaced with the following:

“Licensee must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain all assigned areas which include concession stands, bars, restaurants, pantries, condiment stands, kitchens, novelty stands, storage, concession and catering offices and prep areas (collectively, “Foodservice Premises”) in a clean, sanitary, and orderly fashion.”

13. Section 5.5 shall be deleted in its entirety and replaced with the following:

“Licensee shall deposit in receptacles provided by Licensee all waste, garbage and refuse which shall accumulate in the Foodservice Premises and shall keep the concession stands, commissaries, kitchens, dining rooms, store rooms and other locations and space allotted to it, in good, clean and sanitary condition including, but not limited to, condiment tables and concession stand counters inside and outside the rollup doors. Garbage removal shall be the sole responsibility of Licensee. All trash and garbage receptacles will be cleaned and sanitized by Licensee to insure a high standard of sanitation and all garbage will be double-bagged to reduce leaks. Grease removal will be arranged and provided by Licensee to avoid collection and spillage. Licensee is prohibited from pouring grease or causing grease to be poured down drains at the Alamodome. Any damages resulting from a violation of such prohibition by Licensee shall be the responsibility of Licensee. City is responsible for providing its own dumpsters and for the emptying of them from the Alamodome. City shall pay all dumpster and trash removal costs. City shall pick up concession trash after events. Licensee shall be responsible for taking all other trash to dumpsters. City’s housekeeping contractor shall pick up concession trash after events. Licensee shall be responsible for coordinating with City’s housekeeping contractor for the pick-up of trash and no trash shall be placed outside the Foodservice Premises at any time other than those agreed to by Licensee and the City’s housekeeping contractor. Licensee shall be responsible for taking all other trash to dumpsters. Unless otherwise directed by the City, Licensee shall implement a recycling program acceptable to City upon the effective date of this Agreement and shall continue said program throughout the term of this Agreement. A copy of Licensee’s recycling program shall be provided to the City within 30 days after the effective date of this Agreement. Licensee will comply with all recycling programs implemented by City to the extent the costs of such program are reasonable.”

14. Section 7.12 shall be added as follows:

“Licensee shall employ sufficient amount of servers so that the main course of any Catered meal is served within thirty (30) minutes of the commencement of the meal.”

15. Section 11.3 shall be amended by deleting the last sentence and replacing it with the following:

“No third party nor City shall be permitted to provide Foodservice sales at the Alamodome, except as provided in Sections 2.2 and 2.3.”

16. Section 11.11 shall be added as follows:

“Licensee shall provide, to the extent set forth herein, set up, and remove tables, tents, staging, portable carts, stands, Equipment and Smallwares for events. Licensee will be responsible for skirting and dressing (including place settings) banquet tables on a timely basis. Licensee shall be responsible for setting up and tearing down all portable equipment, including tables supplied by City. Licensee is responsible for stacking all tables and chairs in their transport rack within four hours of the conclusion of the event and removing all Licensee supplied tables and chairs from the Alamodome at that time. Licensee shall provide City with the final table and chair count for all catered functions at least three (3) business days prior to the commencement of the event. Alamodome will deliver tables and chairs, to the extent City has the quantities available, four hours prior to the commencement of the event. If more than four hours set time is required by the Licensee. Licensee shall notify City of the time required at least three (3) business days prior to the commencement of the event. Additional tables and chairs required over and above the amount available from City shall be Licensee’s sole expense.”

17. Section 11.12 shall be added as follows:

“At the termination of this Agreement, Licensee shall assign all Catering contracts and Catering deposits, for events that are scheduled to occur after the effective date of termination, to the succeeding licensee.”

18. Section 13.5 shall be deleted in its entirety and replaced with the following:

“Licensee shall provide to City, in a format acceptable to City, a written summary of each Concessions and Restaurant event, Suite and/or Catering invoice, and/or Catering contract at which it provides Foodservice under this Agreement, within a reasonable amount of time as determined by City, indicating where appropriate, customer pricing, guarantees, event date, event day of week, event name, concession and subcontractor sales by area, commission due to the City under Section 4.1, attendance, the per capita calculation, and any other information required by the City.”

19. Section 16.7 shall be deleted in its entirety and replaced with the following:

“Upon the termination of this Agreement, for any reason, Licensee’s successor shall comply with the buyout provision of Licensee’s Investment set forth in Section 14.2 and Licensee shall transfer any and all Alcoholic Beverage licenses or permits for the Alamodome it holds, if permissible under law, as required by Section 9.2, and shall assign all existing catering contracts and deposits scheduled to occur after the effective date of termination to the succeeding licensee. This Agreement shall serve as written authorization from City to assign such contracts and deposits to the succeeding licensee, as required by Article XVIII below.”

20. Section 20.2 shall be deleted in its entirety and the remainder of the Article shall maintain its numbering.

21. Sections 20.14 and 1.6 shall be modified to reflect the following contact information for the City:

Convention and Sports Facilities  
Nicholas Langella, Alamodome General Manager  
100 Montana Street  
San Antonio, Texas 78203


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 1<sup>st</sup> day of May, 2014.

**CITY OF SAN ANTONIO**

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

\_\_\_\_\_  
Sheryl Sculley  
City Manager

  
\_\_\_\_\_  
Name: Mark R. Adams  
Title: Chief Financial Officer

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney