

**THIRD AMENDMENT TO THE AMENDMENT AND RESTATEMENT OF THE 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 Third Amendment to the Amendment and Restatement of the Henry B. Gonzalez Convention Center Food and Beverage Service and Concession Services Agreement (hereinafter referred to as "Third 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. 2014-04-10-_____, dated April 10, 2014 and the RK Group L.L.C. (hereinafter referred to as "Contractor").

RECITALS

- A. City and Contractor are parties to the Amendment and Restatement of the Henry B. Gonzalez Convention Center Food and Beverage Service and Concession Services Agreement entered into and pursuant to Ordinance No. 99968 passed and approved on November 4, 2004 and executed by both Parties on November 10, 2004 (the "Agreement"), as amended.
- B. Prior to the effectiveness of this Third Amendment, the Agreement contained certain terms that the Parties now seek to clarify, change, or amend, namely Contractor shall no longer provide food and beverage catering and concessions services on the Alamodome's Club Level, in its suites, or on its grounds.
- C. City and Contractor desire to amend the Agreement as stated in this Third Amendment.

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.** The following definitions are amended as follows:

- (A) The definition of "Agreement" in the Second Amendment is deleted in its entirety and replaced with the following:

"Agreement"- shall mean this Food and Beverage and Concession Services Agreement and all addenda attached hereto. This Agreement is for the exclusive rights to all Food and Beverage Services (catering) inside the Center, Lila Cockrell Theater and interior of the Alamodome, excluding Alamodome Suites and Alamodome Grounds, and Concession rights in the Center, Lila Cockrell Theater and non-exclusive rights, as set forth herein, outside the Center."

- (B) The definition of “Concessions” in the Second Amendment is deleted in its entirety and replaced with the following:

“Concessions- shall mean the sale of food and beverages (alcoholic and non-alcoholic) from fixed, temporary, Portable Concession stands, or roving vendors to individual customers.”

- (C) The definition of “Concession Facilities” in the Second Amendment is deleted in its entirety and replaced with the following:

“Concession Facilities - shall mean those areas of the Henry B. Gonzalez Convention Center and Lila Cockrell Theater where Contractor is authorized to perform Concession Services.”

- (D) The definition of “Premises” in the Second Amendment is deleted in its entirety and replaced with the following:

Premises – shall mean all areas associated with the Henry B. Gonzalez Convention Center, and Lila Cockrell Theater, as described further in Addendum II, and certain areas in the interior of the Alamodome, except for those areas specifically excluded herein..

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

“City hereby grants to Contractor the exclusive right to provide Food and Beverage Services at the Center, Lila Cockrell Theater, the interior of the Alamodome, excluding the Alamodome Grounds and Alamodome Suites, and exclusive Concession rights, as described in Article XL, at the Center and Lila Cockrell Theater, with the exception of those instances where emergency circumstances, inclement weather, or any other circumstances that the Convention Facilities Director and Contractor mutually agree warrants the Convention Facilities Director to permit Customers of the Center or Licensees to provide its own Food and Beverage Service and/or Concession Services on the Premises.”

3. **Section 3.1.1(e)** of the Second Amendment is deleted in its entirety.

4. **Section 40.1** of the Second Amendment is deleted in its entirety and replaced with the following:

“In addition to Food and Beverage Services to be performed at the Center and Lila Cockrell Theater, Contractor shall have exclusive right and privilege of selling and serving Concession Services (including alcoholic beverages) and related items at permanent or temporary stands and Portable Concessions at the Center and Lila Cockrell Theater during public events.”

5. **Section 40.1(a)** of the Second Amendment is deleted in its entirety and replaced with the following:

“For Non-Licensed Sales, a commission in the amount of thirty-five percent (35%) of Gross Receipts for such concession sales at the Convention Center and Lila Cockrell Theatre; and”

6. Addendum II is deleted in its entirety and replaced with Addendum II that is attached to this Third Amendment as Exhibit I.

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 May, 2014.

CITY OF SAN ANTONIO
Texas Municipal Corporation

Sheryl L. Sculley
City Manager

Attest:

Leticia Vacek
City Clerk

APPROVED AS TO FORM:

City Attorney

RK GROUP L.L.C.
Limited Liability Corporation



Greg Kowalski
Managing Member

Exhibit I: Addendum II Food and Beverage Service and Concession Service Facilities

Addendum II
Food and Beverage Service and Concession Services Facilities

Summary

1. Areas Assigned to Contractor including Cleaning and Extermination Responsibilities

- a. Convention Center – Third Level
 - 3018
 - 3019 – East Kitchen
 - 3020
 - 3023
 - C301D
 - C302A-D
 - C303B
 - Men’s and Ladies Restrooms east of Kitchen
- b. Convention Center – Concourse Level
 - Office Space Assigned to Contractor
 - 2124
 - C202C
 - C203A
 - C205B
 - C206A
 - C206F
 - C207A
 - C207B
 - M208 – Wet Bar
- c. Convention Center – Street Level
 - East Kitchen Loading Dock – 601 Bowie Street (may be utilized on certain occasions based on event needs and coordination with Hunt Zachary)
 - Men’s and Ladies Restrooms by Bowie Loading Dock
 - 1148 - East Kitchen Dock Office
 - 1153
 - 1153A
 - Entrance Lobby Coffee Shop – Pour Favor
 - 1109 – behind Pour Favor
 - Entrance Lobby Concession Area – El Puente
 - C109B
 - North Pantry
 - South Pantry

Addendum II

Food and Beverage Service and Concession Services Facilities

Concession Areas – Street Level

Lila Cockrell Theater – One Each Level – Three Levels

1155

1164 – Concessions Office and Storage

H3

H13

Concession Areas – Street Level - continued

H14

H24

HA01

HC25

HD07

d. Convention Center – River Level

West Kitchen Loading Dock – Shared with City

West Kitchen

0030 – West Kitchen Storage Area

C003C

C007B

C007G

Lonesome Dove Prep Area

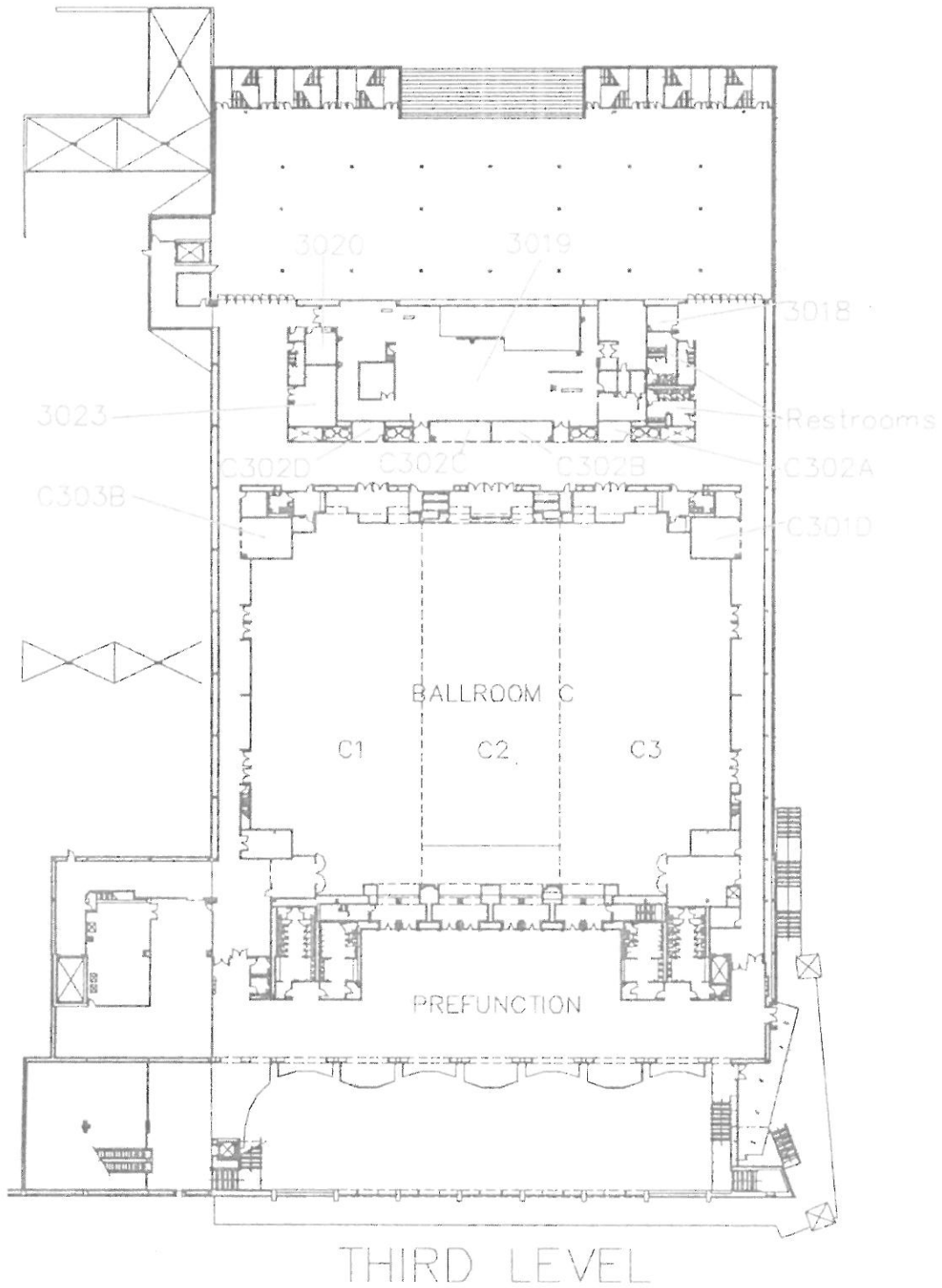
2. **Loading Dock - Access Only – Street Level**

- a. Bowie Street Exhibit Hall C&D Loading Dock – 615 Bowie Street

3. **Employee Entrance and Exit Locations**

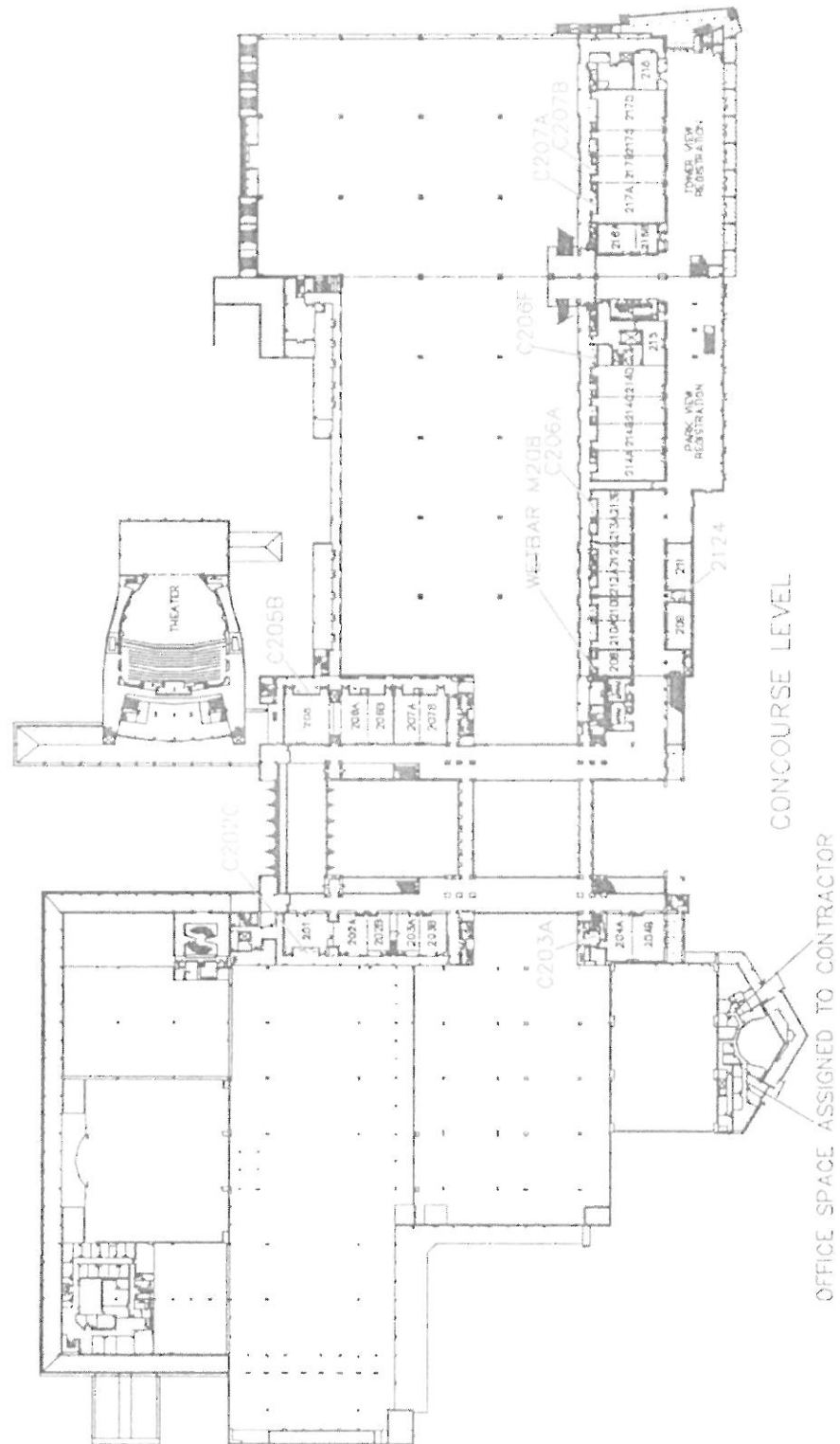
- a. West Kitchen Loading Dock
- b. Hemisfair Park Entrance at the City Café

Addendum II
Food and Beverage Service and Concession Services Facilities



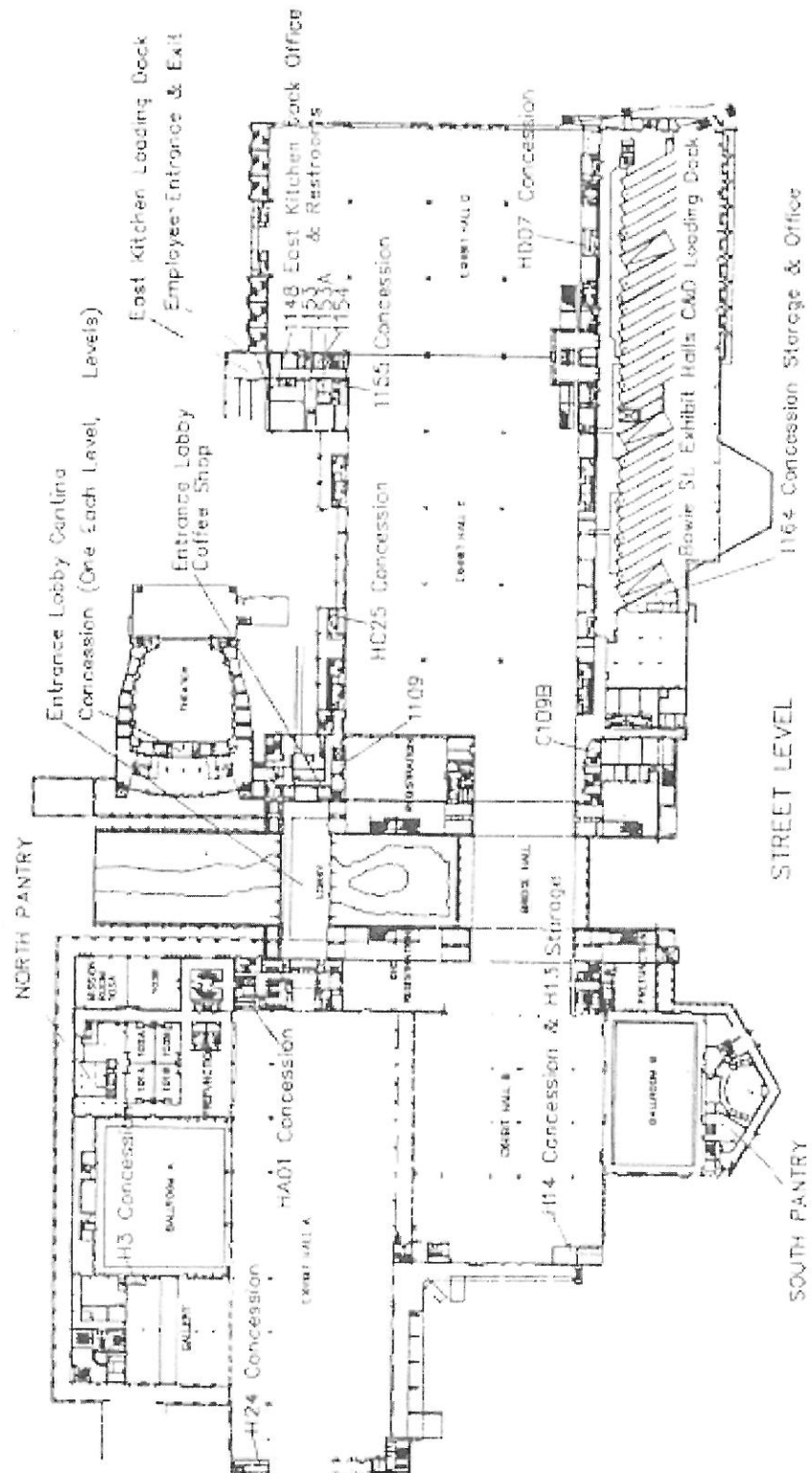
Addendum II

Food and Beverage Service and Concession Services Facilities



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