

**LICENSE AGREEMENT
PASEO DEL RIO ASSOCIATION
SAN ANTONIO RIVER FESTIVALS & SPECIAL EVENTS LICENSE AGREEMENT**

AMENDMENT 3

The City of San Antonio (CITY) and Paseo del Rio Association, Inc. (LICENSEE) entered into the San Antonio River Festivals and Special Events License Agreement with an effective date of April 1, 2009, which was approved by City Council on March 5, 2009 via Ordinance 2009-03-05-0167. Amendment 1 to the Agreement expanded the Premises available for use by LICENSEE and changed the timetable for Licensee to present new Class A events, and Amendment 1 was approved by City Council on April 8, 2010 via Ordinance 2010-04-08-0307. Amendment 2 to the Agreement extended the term five years through March 31, 2019 and authorized creation of a Merchandise Account to be used by LICENSEE to fund River Walk improvement projects, and Amendment 2 was approved by City Council on March 20, 2014 via Ordinance 2014-03-20-0180.

The Parties now desire to amend the Agreement again (Amendment 3). Such amendments include changes to provisions within Amendment 2, as well as new provisions as noted below.

1. Section 5.1 is amended to read:

LICENSEE is authorized to design, develop, produce, and merchandise unique logos, artwork, products, merchandise, clothing, and other products (collectively "Merchandise") reflecting the River Walk and its unique historic image for sale. The River Walk logo to be incorporated or depicted in Merchandise shall be approved by the Director. In consideration of this license by CITY, LICENSEE may keep 100% of royalty payments received from All American Licensing (AAL) or its successor up to \$110,000. Once PDRA has received \$110,000 in royalty payments, PDRA shall deposit 75% of all subsequent royalty payments, received from AAL or its successor, into a permanently restricted account ("Merchandise Account"):

Such Merchandise Account shall be used for improvements to the River Walk approved by Director in consultation with LICENSEE and minimum balance shall be no less than \$25,000.00. Both CITY and LICENSEE may recommend projects to be funded by the Merchandise Account including, but not limited to, historic interpretation, beautification, water quality, and fauna/flora improvements and education; however, Director's approval shall be required before LICENSEE initiates expenditure from Merchandise Account.

2. Section 6.2 is amended to read:

LICENSEE shall maintain, in the City of San Antonio, Texas, books and records reflecting its operations approved in this Agreement in accordance with generally accepted accounting principles. LICENSEE shall submit through the Director of Finance or his representative an end of year Income Statement, which shall include an independent auditor's written report stating whether the Royalty Payments paid to LICENSEE by AAL or its successor during the preceding year were made in accordance with the applicable terms of LICENSEE'S agreements with AAL, or its successor. The independent auditor's written report shall further state whether the Royalty Payments deposited in Merchandise Account were accurately stated as provided under Section 5 of the Agreement between City and PDRA. Said report shall be delivered to CITY each year by June 30th.

3. Subject to the terms and conditions of this Agreement, CITY grants to LICENSEE the non-exclusive license to utilize the City's mark "RIVER WALK" to make products for sale as authorized under this Agreement during the term of this Agreement.

4. LICENSEE agrees that the City shall continue to own all right, title and interest in and to all worldwide trademarks, service marks, trade names, domain names and trade dress (collectively referred to as the

"Marks") used as part of the business authorized by this License Agreement, including but not limited to RIVER WALK (registered trademark certificate attached hereto), all good will of the business in connection with the use and symbolized and associated therewith and all registrations therefore including the right to recover for the past, present and future infringement of the Marks by any party or parties with the right to sue solely in the City's own name and collect damages and for the use and enjoyment of the City's successors, assigns, or other legal representatives. All use of the Marks will inure to the sole and exclusive benefit of the City. Upon termination of this Agreement, Licensee agrees to discontinue all use of all Marks.

5. The LICENSEE shall provide to the City, its successors, assigns or other legal representatives, cooperation and assistance at the City's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration or assignment covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that the City reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Agreement.

EXECUTED and AGREED to this the _____ day of _____, 2016.

CITY OF SAN ANTONIO

PASEO DEL RIO ASSOCIATION



Lori Houston, Asst. City Manager

Approved as to Form:

City Attorney