

**SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN THE
CITY OF SAN ANTONIO AND LA MANSION DEL RIO, INC.**

The SECOND AMENDMENT to License Agreement between ("Second Amendment") is entered into by and between the CITY OF SAN ANTONIO ("City" or "Licensor") and OMNI LA MANSION CORPORATION d/b/a Omni La Mansion del Rio, as successor by assignment from La Mansion Del Rio, Inc. ("Omni" or "Licensee"), together referred to as "the Parties."

RECITALS

WHEREAS, on February 12, 2004, the City Council of the City of San Antonio passed and approved City Ordinance No. 98813, among other things, approving a license agreement (the "Agreement") with Omni as Licensee for a 25 year term to use 125 parking spaces in the Houston Street Garage (previously referred to as the Mid City Parking Garage in the Agreement) to provide valet parking for hotel patrons; and

WHEREAS, on or about September 10, 2020, the City and Omni executed a First Amendment to the License Agreement where the parties agreed to temporarily decrease the number of parking spaces from 125 to 100, for one year, ending October 20, 2021; the amendment also designated a certain number of parking spaces per specific floor; and

WHEREAS, the monthly rate outlined in the Agreement was based on the rate of revenue received year-over-year for the Houston Street Garage and the cost of City staff operating the garage and these variable contractual terms caused the monthly rates to escalate significantly and unexpectedly; and

WHEREAS, the City and Omni desire to amend the Agreement once more to memorialize the Parties' agreement to formally reduce the number of parking spaces to 100 effective as of October 1, 2020, through the remainder of the Agreement's term, acknowledge an effective annual rate and corresponding rents for previous years, and restructure the future monthly rate to simplify the rate calculations; and

WHEREAS, pursuant to the terms and conditions of this Second Amendment, Licensor and Licensee desire to amend the Agreement; **NOW THEREFORE:**

SECOND AMENDMENT

Licensor and Licensee agree to amend the Agreement as follows:

1. **Reduction of Parking Spaces.**

Licensor, for an in consideration of the payment of the License Fees hereinafter set forth in and the covenants and agreements hereinafter contained in the Agreement, does hereby grant to Licensee the right to use a total of one-hundred (100) Parking Spaces ("Parking Spaces") within an existing structure commonly known as the Houston Street Garage (formerly, Mid-City Parking Garage), having a street address of 240 E. Houston Street, San Antonio, legally described as being a 0.646 acre (28,139.76 sq. ft.) tract of land out of

Block 21, New City Block 406 and being the east 5 feet of Lot 5, and all of Lots 6, 7, and 8 out of Block 21, New City Block 406, in the City of San Antonio, Bexar County, Texas ("Licensed Premises"). All designated spaces shall be reserved for Licensee but Licensee's use of the common areas of the structure shall be in common with other users of the structure. For purposes of this agreement, "common areas" shall mean drives, ramps, elevators, stairs and all other portions or amenities in the structure not designated as one of the one hundred (100) designated spaces or reserved for other particular uses or patrons or assigned staff.

2. Consideration. The License Fee paid by Licensee shall be replaced to reflect the following rates below:

Term	Monthly Amount	Annualized
10/2020 – 1/31/2021	\$31,242.11	\$374,905.32
2/1/2021 – 1/31/2022	\$32,726.19	\$392,714.33
2/1/2022 – 1/31/2023	\$32,796.82	\$393,561.85
2/1/2023 – 1/31/2024	\$34,354.67	\$412,256.04
2/1/2024 – 1/31/2025	\$35,932.57	\$431,190.84
2/1/2025 – 1/31/2026	\$39,525.82	\$474,309.88
2/1/2026 – 1/31/2027	\$41,502.11	\$498,025.38
2/1/2027 – 1/31/2028	\$43,577.22	\$522,926.65
2/1/2028 – 1/31/2029	\$45,756.08	\$549,072.98

3. No Other Changes. Except as specifically set forth in this Second Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement shall continue in full force and effect and with this Second Amendment shall be read and constructed as one instrument.
4. Choice of Law. This First Amendment shall be constructed in accordance with and governed by the laws of the State of Texas.
5. Effective Date. This First Amendment shall be effective upon the Effective Date listed on the signature page.

[signature page to follow]


IN WITNESS HEREOF, the parties hereto have executed in duplicate originals this Second Amendment on the _____ day of _____, 2024 (the "Effective Date").

CITY OF SAN ANTONIO,
a municipal corporation

OMNI LA MANSION CORPORATION

By: Omni Hotels Management Corporation,
its agent

Lori Houston
Assistant City Manager


Name: JOHN R. WALKER JR.
Title: AREA MANAGING DIRECTOR

APPROVED AS TO FORM:

Assistant City Attorney