LB
11/12/15
Item No. 24

AN ORDINANCE 2015-11-12-0950

AUTHORIZING THE FIFTH AMENDMENT AND EXTENSION OF THE ALAMODOME ADVERTISING LICENSE AGREEMENT WITH BOTTLING GROUP, LLC D/B/A PEPSI BEVERAGES COMPANY TO EXTEND THE TERM FOR 90 DAYS THROUGH FEBRUARY 22, 2016, WITH UP TO SEVEN ADDITIONAL 90-DAY EXTENSIONS AND ESTIMATED REVENUE TO THE CITY OF $159,936.00.

* * * * *

WHEREAS, Ordinance No. 98468, approved by City Council on November 13, 2003, authorized an Alamodome Advertising License Agreement ("Agreement") with Pepsi Beverages Company ("Pepsi"), including pouring rights, for an initial term of five years through November 22, 2008, and the Agreement has been amended and extended by City Council several times to be effective through November 22, 2015; and

WHEREAS, the Agreement has no additional extensions available and with the Convention Center Expansion Project and the Alamodome Renovations Project, as well as the recent solicitations for food and beverage service for both the Convention Center and the Alamodome, it is important to maintain continuity of service with the current contractor; and

WHEREAS, this Fifth Amendment to the Alamodome Advertising License Agreement ("Fifth Amendment") extends the Agreement for 90 days, with up to seven additional 90-day extension options and provides that if a new contract for pouring rights is executed prior to the end of any of the extension options, the Agreement automatically terminates; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of the Fifth Amendment are authorized and approved. The City Manager, or her designee, is authorized to execute the Fifth Amendment, a copy of which, previously executed by Pepsi, is attached to this Ordinance as Exhibit I.

SECTION 2. Funds generated by this Ordinance for advertising income will be deposited into Fund 29016000, Internal Order 245000000004 and General Ledger 4407734.

SECTION 3. Funds generated by this Ordinance for vending income will be deposited into Fund 29016000, Internal Order 245000000372 and General Ledger 4401880.

SECTION 4. Funds generated by this Ordinance for Convention Center vending income will be deposited into Fund 29006000, Internal Order 242000002880 and General Ledger 4809210.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 12th day of November, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**24 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18, 19, 21, 22, 24, 25A, 25B)**
Date:	11/12/2015
Time:	12:21:40 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the Fifth Amendment and Extension of the Alamodome Advertising License Agreement with Bottling Group, LLC d/b/a Pepsi Beverages Company to extend the term for 90 days through February 22, 2016, with up to seven additional 90-day extensions and estimated revenue to the City of $159,936.00. [Carlos Contreras, Assistant City Manager; Michael J. Sawaya, Director, Convention & Sports Facilities]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6	x					
Cris Medina	District 7		x				x
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit I

FIFTH AMENDMENT AND EXTENSION TO ALAMODOME ADVERTISING LICENSE AGREEMENT

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this Fifth Amendment and Extension to the Alamodome Advertising License Agreement ("Fifth 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. 2015-____-____-_____, passed and approved on November __, 2015, and Bottling Group, LLC on behalf of its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, successor-in-interest to The Pepsi Bottling Group ("Licensee") acting by and through its duly authorized designated officer.

A. City and Licensee entered into the Alamodome Advertising License Agreement ("Agreement") pursuant to City of San Antonio Ordinance No. 98468, dated November 13, 2003, as amended.

B. Prior to the effectiveness of this Fifth Amendment, the Agreement, in accordance with the Fourth Amendment and Extension, terminates on November 22, 2015.

C. **City and Licensee desire to amend and extend the Agreement in accordance with the terms and conditions of this Fifth Amendment as described in below.**

1. **<u>Section 3.2</u> is amended to extend the Agreement for up to eight (8) additional ninety (90) day periods, not to extend beyond November 22, 2017, without further City Council approval. Any such extension shall automatically terminate upon the execution of a contract for the same or similar services.**

   The Parties desire to exercise the first extension added above and extend the Agreement through February 22, 2016.

2. **<u>Section 4.1</u> is deleted in its entirety and replaced with the following:**

   a. In consideration for the license to use the Alamodome as provided for in this Agreement, Licensee shall pay City an annual fee as set forth below:
      i. November 23, 2003 – November 22, 2004 – $100,000
      ii. November 23, 2004 – November 22, 2005 – $100,000
      iii. November 23, 2005 – November 22, 2006 – $100,000
      iv. November 23, 2006 – November 22, 2007 – $100,000
      v. November 23, 2007 – November 22, 2008 – $100,000
      vi. November 23, 2008 – November 22, 2009 – $40,000
      vii. November 23, 2009 – November 22, 2010 – $40,000
      viii. November 23, 2010 – November 22, 2011 – $40,000
      ix. November 23, 2011 – November 22, 2012 – $40,000
      x. November 23, 2012 – November 22, 2013 – $40,000
      xi. November 23, 2013 – February 22, 2014 (and each quarter thereafter through November 22, 2014) – $10,000
      xii. November 23, 2014 – February 22, 2015 (and each quarter thereafter through November 22, 2015) – $10,000

xiii. November 23, 2015 – February 22, 2016 (and each quarter thereafter through November 22, 2017) – $10,000

b. Contingent upon City concessionaires at the Convention Center and Lila Cockrell Theatre purchase of products from Licensee, Licensee agrees to and shall pay City an annual fee as set forth below:
   i. July 1, 2011 – June 30, 2012 – $30,000 – up to 10,000 total cases
   ii. July 1, 2012 – June 30, 2013 – $30,000 – up to 10,000 total cases
   iii. July 1, 2013 – November 22, 2013 – $11,918 – up to 3,973 total cases
   iv. November 23, 2013 – February 22, 2014 (and each quarter thereafter through November 22, 2014) – $7,500 – up to 2,500 total cases
   v. November 23, 2014 – February 22, 2015 (and each quarter thereafter through November 22, 2015, if applicable) – $7,500 – up to 2,500 total cases
   vi. November 23, 2015 – February 22, 2016 (and each quarter thereafter through November 22, 2017, if applicable) – $7,500 – up to 2,500 total cases

If City concessionaires at the Convention Center or Lila Cockrell Theatre purchase a majority of Pepsi beverages from a source other than Licensee during any calendar month of the term of this Agreement, City shall not be entitled to receive the corresponding part of the annual fee for that calendar month and City shall reimburse to Licensee, within thirty (30) days of the end of such calendar month, the pro rata portion of the annual fee.

3. **<u>Section 4.2</u> is deleted in its entirety and replaced with the following:**

Licensee shall pay to City the fee stipulated in Section 4.1(a) as follows:
   i. 4.1(a)i by January 5, 2004
   ii. 4.1(a)ii by January 5, 2005
   iii. 4.1(a)iii by January 5, 2006
   iv. 4.1(a)iv by January 5, 2007
   v. 4.1(a)v by January 5, 2008
   vi. 4.1(a)vi by January 5, 2009
   vii. 4.1(a)vii by January 5, 2010
   viii. 4.1(a)viii by January 5, 2011
   ix. 4.1(a)ix by January 5, 2012
   x. 4.1(a)x by January 5, 2013
   xi. 4.1(a)xi by December 23, 2013, March 23, 2014 (if applicable), June 23, 2014 (if applicable), and September 23, 2014 (if applicable)
   xii. 4.1(a)xii by December 23, 2014, March 23, 2015 (if applicable), June 23, 2015 (if applicable), and September 23, 2015 (if applicable)
   xiii. 4.1(a)xiii by December 23, 2015, March 23, 2016 (if applicable), June 23, 2016 (if applicable), September 23, 2016 (if applicable), December 23, 2016, March 23, 2017 (if applicable), June 23, 2017 (if applicable), and September 23, 2017 (if applicable)

Licensee shall pay to City the fee stipulated in Section 4.1(b) as follows:

i. 4.1(b)i by August 1, 2011
ii. 4.1(b)ii by August 1, 2012
iii. 4.1(b)iii by August 1, 2013
iv. 4.1(b)iv by December 23, 2013, March 23, 2014 (if applicable), June 23, 2014 (if applicable), and September 23, 2014 (if applicable)
v. 4.1(b)v by December 23, 2014, March 23, 2015 (if applicable), June 23, 2015 (if applicable), and September 23, 2015 (if applicable)
vi. 4.1(b)vi by December 23, 2015, March 23, 2016 (if applicable), June 23, 2016 (if applicable), September 23, 2016 (if applicable), December 23, 2016, March 23, 2017 (if applicable), June 23, 2017 (if applicable), and September 23, 2017 (if applicable)

4. **<u>Section 4.3</u> is deleted in its entirety and replaced with the following:**

Licensee shall pay City rebates of $2.00 per case of product regardless of the package ounce size and $1.00 per gallon of BIB product that City concessionaires at the Convention Center and Lila Cockrell Theatre purchase directly from Licensee as follows:

i. in excess of 10,000 cases for the period July 1, 2011 – June 30, 2012
ii. in excess of 10,000 cases for the period July 1, 2012 – June 30, 2013
iii. in excess of 3,973 cases for the period July 1, 2013 – November 22, 2013
iv. in excess of 2,500 cases for the period November 23, 2013 – February 22, 2014, and each quarter thereafter through November 22, 2014 (if applicable)
v. in excess of 2,500 cases for the period November 23, 2014 – February 22, 2015, and each quarter thereafter through November 22, 2015 (if applicable)
vi. in excess of 2,500 cases for the period November 23, 2015 – February 22, 2016, and each quarter thereafter through November 22, 2017 (if applicable)

Such rebate shall be paid by Licensee as follows for each prior period:

i. for the period July 1, 2011 – June 30, 2012, by August 1, 2012
ii. for the period July 1, 2012 – June 30, 2013, by August 1, 2013
iii. for the period July 1, 2013 – November 22, 2013, by December 23, 2013
iv. for November 23, 2013 – February 22, 2014, and each quarter thereafter through November 22, 2014 (if applicable) by: March 23, 2014; June 23, 2014 (if applicable); September 23, 2014 (if applicable), and; December 23, 2014 (if applicable)
v. for November 23, 2014 – February 22, 2015, and each quarter thereafter through November 22, 2015 (if applicable) by: March 23, 2015; June 23, 2015 (if applicable); September 23, 2015 (if applicable), and; December 23, 2015 (if applicable)
vi. for November 23, 2015 – February 22, 2016, and each quarter thereafter through November 22, 2017 (if applicable) by: March 23, 2015; June 23, 2016 (if applicable); September 23, 2016 (if applicable); December 23, 2016 (if applicable); March 23, 2017 (if applicable); June 23, 2017 (if applicable); September 23, 2017 (if applicable), and; December 23, 2017 (if applicable)

In the event the Agreement terminates prior to current expiration date, the rebate shall be pro-rated and paid by Licensee to City within thirty (30) days of the termination date.

5. **Attachment F is attached to this Fifth Amendment and Extension and incorporated herein.**

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 this _____ day of _____, 2015.

CITY:
City of San Antonio
a Texas municipal corporation

_____
Sheryl L. Sculley
City Manager

LICENSEE:
Bottling Group, LLC

_____
Name: IVAN ESTRADA
Title: SR. MANAGER
PEPSICO FOODSERVICE

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
Leticia M. Vacek
City Clerk

Attachment F

MARKETING SUPPORT

1. *LICENSEE* shall provide 2 retail marketing promotions in convenience store and gas station (C&G) and/or grocery store accounts annually in support of various events at the Alamodome. These programs to include retail presence in accounts in San Antonio, Austin and Rio Grande Valley markets. Promotions must include a discount offer or promotion for an Alamodome event. *CITY* shall be responsible for redeeming discount offer. In-store promotions to also include "point-of-purchase (point-of-sale)" signage. Minimum 10-week lead time required prior to event start date, and promotion details must be mutually agreed to between *LICENSEE* and *CITY*. Estimated value (cost) is approximately $3,500 per promotion, for a total annual value (cost) of approximately $7,000. Actual value is based on event promotion offered and promotion redemption rate and can be calculated after each promotion. *LICENSEE* shall provide the following:
   a. November 23, 2013 – November 22, 2014
      i. For the 1st period November 23, 2013 – February 22, 2014, and every other quarter thereafter through November 22, 2014 (if applicable), LICENSEE shall provide 1 retail marketing promotion as detailed herein.
      ii. If this Agreement is extended for a 2nd 90-day period February 23, 2014 – May 22, 2014, and this 1 retail marketing promotion is not utilized during the 1st period, it shall carry over to this 2nd period only.
      iii. If this Agreement is extended for a 3rd 90-day period May 23, 2014 – August 22, 2014, *LICENSEE* shall provide 1 retail marketing promotion as detailed herein.
      iv. If this Agreement is extended for a 4th 90-day period August 23, 2014 – November 22, 2014, and this 1 retail marketing promotion is not utilized during the 3rd period, it shall carry over to this 4th period only.
   b. November 23, 2014 – November 22, 2015
      i. For the 1st period November 23, 2014 – February 22, 2015, and every other quarter thereafter through November 22, 2015 (if applicable), *LICENSEE* shall provide 1 retail marketing promotion as detailed herein.
      ii. If this Agreement is extended for a 2nd 90-day period February 23, 2015 – May 22, 2015, and this 1 retail marketing promotion is not utilized during the 1st period, it shall carry over to this 2nd period only.
      iii. If this Agreement is extended for a 3rd 90-day period May 23, 2015 – August 22, 2015, *LICENSEE* shall provide 1 retail marketing promotion as detailed herein.
      iv. If this Agreement is extended for a 4th 90-day period August 23, 2015 – November 22, 2015, and this 1 retail marketing promotion is not utilized during the 3rd period, it shall carry over to this 4th period only.
   c. November 23, 2015 – November 22, 2017
      i. For the 1st period November 23, 2015 – February 22, 2016, and every other quarter thereafter through November 22, 2017 (if applicable), *LICENSEE* shall provide 1 retail marketing promotion as detailed herein.
      ii. If this Agreement is extended for a 2nd 90-day period February 23, 2016 – May 22, 2016, and the 1 retail marketing promotion is not utilized during the 1st period, it shall carry over to this 2nd period only.
      iii. If this Agreement is extended for a 3rd 90-day period May 23, 2016 – August 22, 2016, *LICENSEE* shall provide 1 retail marketing promotion as detailed herein.
      iv. If this Agreement is extended for a 4th 90-day period August 23, 2016 – November 22, 2016, and the 1 retail marketing promotion is not utilized during the 3rd period, it shall carry over to this 4th extension period only.
      v. If this Agreement is extended for a 5th 90-day period November 23, 2016 – February 22, 2017, *LICENSEE* shall provide 1 retail marketing promotion as detailed herein.
      vi. If this Agreement is extended for a 6th 90-day period February 23, 2017 – May 22, 2017, and the 1 retail marketing promotion is not utilized during the 5th period, it shall carry over to this 6th extension period only.

vii. If this Agreement is extended for a 7th 90-day period May 23, 2017 – August 22, 2017, *LICENSEE* shall provide 1 retail marketing promotion as detailed herein.
viii. If this Agreement is extended for an 8th 90-day period August 23, 2017 – November 22, 2017, and this 1 retail marketing promotion is not utilized during the 7th period, it shall carry over to this 8th period only.

2. *LICENSEE* shall provide 3 can panel advertisements annually in support of various events at the Alamodome. 2 can panels to be placed on core flavors (i.e. Pepsi, Diet Pepsi) and 1 can panel to be placed on Sierra Mist brand, or alternative flavors/brands mutually agreed between LICENSEE and CITY. Promotions must include a discount offer or promotion for an Alamodome event. *CITY* shall be responsible for redeeming discount offer or promotion. Minimum 10-week lead time required prior to start date of featured event. Can panels to be distributed in San Antonio, Austin and Rio Grande Valley markets. Estimated value is approximately $705,600 per can panel, for a total annual value of $2,116,800. *LICENSEE* shall provide the following:
   a. *LICENSEE* agrees that it shall provide 1 additional can panel advertisement to offset 1 can panel advertisement that was not utilized in the 2004 agreement year.
   b. November 23, 2013 – November 22, 2014
      i. For the 1st period November 23, 2013 – February 22, 2014, and every quarter thereafter through November 22, 2014 (if applicable), *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      ii. If this Agreement is extended for a 2nd 90-day period February 23, 2014 – May 22, 2014, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      iii. If this Agreement is extended for a 3rd 90-day period May 23, 2014 – August 22, 2014, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      iv. If this Agreement is extended for a 4th 90-day period August 23, 2014 – November 22, 2014, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
   c. November 23, 2014 – November 22, 2015
      i. For the 1st period November 23, 2014 – February 22, 2015, and every quarter thereafter through November 22, 2015 (if applicable), *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      ii. If this Agreement is extended for a 2nd 90-day period February 23, 2015 – May 22, 2015, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      iii. If this Agreement is extended for a 3rd 90-day period May 23, 2015 – August 22, 2015, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      iv. If this Agreement is extended for a 4th 90-day period August 23, 2015 – November 22, 2015, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
   d. November 23, 2015 – November 22, 2017
      i. For the 1st period November 23, 2015 – February 22, 2016, and every quarter thereafter through November 22, 2017 (if applicable), *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      ii. If this Agreement is extended for a 2nd 90-day period February 23, 2016 – May 22, 2016, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      iii. If this Agreement is extended for a 3rd 90-day period from May 23, 2016 – August 22, 2016, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      iv. If this Agreement is extended for a 4th 90-day period August 23, 2016 – November 22, 2016, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      v. If this Agreement is extended for a 5th 90-day period November 23, 2016 – February 22, 2017, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      vi. If this Agreement is extended for a 6th 90-day period February 23, 2017 – May 22, 2017, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      vii. If this Agreement is extended for a 7th 90-day period May 23, 2017 – August 22, 2017, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.
      viii. If this Agreement is extended for an 8th 90-day period August 23, 2017 – November 22, 2017, *LICENSEE* shall provide 1 can panel advertisement as detailed herein.

3. *LICENSEE* shall provide a minimum of 4 weeks and up to 6 weeks of a single brand of general market or Latino market radio tagging annually in support of various events at the Alamodome in San Antonio, Austin and Rio Grande Valley markets. Estimated value is approximately $6,500 per week, for a total annual value of approximately $26,000 to $39,000, depending on the actual number of weeks provided. *LICENSEE* shall provide the following:
   a. November 23, 2013 – November 22, 2014
      i. For the 1st period November 23, 2013 – February 22, 2014, and every quarter thereafter through November 22, 2014 (if applicable), *LICENSEE* shall provide 4 – 6 weeks of radio tagging as detailed herein.
      ii. If the Agreement is extended for subsequent 90-day periods, and this radio tagging is not entirely utilized, or only partially utilized, during this 1st period, the balance of this radio tagging remaining shall carry over to any subsequent 90-day extension periods.
   b. November 23, 2014 – November 22, 2015
      i. For the 1st period November 23, 2014 – February 22, 2015, and every quarter thereafter through November 22, 2015 (if applicable), *LICENSEE* shall provide 4 – 6 weeks of radio tagging as detailed herein.
      ii. If the Agreement is extended for subsequent 90-day periods, and this radio tagging is not entirely utilized, or only partially utilized, during this 1st period, the balance of this radio tagging remaining shall carry over to any subsequent 90-day extension periods.
   c. November 23, 2015 – November 22, 2017
      i. For the 1st period November 23, 2015 – February 22, 2016, and every quarter thereafter through November 22, 2017 (if applicable), *LICENSEE* shall provide 4 – 6 weeks of radio tagging as detailed herein.
      ii. If the Agreement is extended for subsequent 90-day periods, and this radio tagging is not entirely utilized, or only partially utilized, during this 1st period, the balance of this radio tagging remaining shall carry over to any subsequent 90-day extension periods.

4. *LICENSEE* shall provide 2 on-site remote radio broadcasts annually in general or Latino market in support of various events at the Alamodome in San Antonio, Austin and Rio Grande Valley markets. Minimum 8-week lead time required prior to event start date to coordinate with radio stations. Estimated value is approximately $3,500 per remote, for a total annual value of approximately $7,000. *LICENSEE* shall provide the following:
   a. November 23, 2013 – November 22, 2014
      i. For the 1st period November 23, 2013 – February 22, 2014, and every other quarter thereafter through November 22, 2014 (if applicable), *LICENSEE* shall provide 1 on-site radio broadcast as detailed herein.
      ii. If this Agreement is extended for a 2nd 90-day period from February 23, 2014 – May 22, 2014, and this 1 on-site radio broadcast is not utilized during the 1st period, it shall carry over to this 2nd period only.
      iii. If this Agreement is extended for a 3rd 90-day period from May 23, 2014 – August 22, 2014, *LICENSEE* shall provide 1 on-site radio broadcast as detailed herein.
      iv. If Agreement is extended for a 4th 90-day period from August 23, 2014 – November 22, 2014, and this 1 on-site radio broadcast is not utilized during the 3rd period, it shall carry over to this 4th period only.
   b. November 23, 2014 – November 22, 2015
      i. For the 1st period November 23, 2014 – February 22, 2015, and every other quarter thereafter through November 22, 2015 (if applicable), *LICENSEE* shall provide 1 on-site radio broadcast as detailed herein.
      ii. If this Agreement is extended for a 2nd 90-day period from February 23, 2015 – May 22, 2015, and this 1 on-site radio broadcast is not utilized during the 1st period, it shall carry over to this 2nd period only.
      iii. If this Agreement is extended for a 3rd 90-day period from May 23, 2015 – August 22, 2015, *LICENSEE* shall provide 1 on-site radio broadcast as detailed herein.
      iv. If this Agreement is extended for a 4th 90-day period from August 23, 2015 – November 22, 2015, and this 1 on-site radio broadcast is not utilized during the 3rd period, it shall carry over to this 4th period only.

c. November 23, 2015 – November 22, 2017
   i. For the 1st extension period November 23, 2015 – February 22, 2016, and every other quarter thereafter through November 22, 2017 (if applicable), *LICENSEE* shall provide 1 on-site radio broadcast as detailed herein.
   ii. If this Agreement is extended for a 2nd 90-day period from February 23, 2016 – May 22, 2016, and this 1 on-site radio broadcast is not utilized during the 1st period, it shall carry over to this 2nd period only.
   iii. If this Agreement is extended for a 3rd 90-day period from May 23, 2016 – August 22, 2016, *LICENSEE* shall provide 1 on-site radio broadcast as detailed herein.
   iv. If this Agreement is extended for a 4th 90-day period from August 23, 2016 – November 22, 2016, and this 1 on-site radio broadcast is not utilized during the 3rd period, it shall carry over to this 4th period only.
   v. If this Agreement is extended for a 5th 90-day period from November 23, 2016 – February 22, 2017, *LICENSEE* shall provide 1 on-site radio broadcast as detailed herein.
   vi. If this Agreement is extended for a 6th 90-day period from February 23, 2017 – May 22, 2017, and this 1 on-site radio broadcast is not utilized during the 5th period, it shall carry over to this 6th period only.
   vii. If this Agreement is extended for a 7th 90-day period from May 23, 2017 – August 22, 2017, *LICENSEE* shall provide 1 on-site radio broadcast as detailed herein.
   viii. If this Agreement is extended for an 8th 90-day period from August 23, 2017 – November 22, 2017, and this 1 on-site radio broadcast is not utilized during the 7th period, it shall carry over to this 8th period only.

5. *LICENSEE* shall provide additional consideration and marketing support annually, including from LICENSEE'S other properties in which LICENSEE has pouring, marketing and/or promotional support agreements or relationships. LICENSEE and CITY to agree annually on specific additional consideration and marketing opportunities. Such additional consideration shall be used in marketing and promotional efforts in support of various events at the Alamodome. Estimated value is approximately $2,000 annually, depending on the details of the additional consideration/marketing support.

Total Estimated Annual Marketing Support Value – up to $2,171,800

Other than as specifically provided for herein, Marketing Support which is not executed during any Agreement Year may be carried over to a subsequent Agreement Year, provided that (i) unutilized Marketing Support in any Agreement Year may only be carried over to the next Agreement Year; and (ii) any incremental Marketing Support carry-over will be applied by *LICENSEE* to marketing programs that are available in accordance with *LICENSEE's* marketing calendar for such Agreement Year. In no event may Marketing Support be redeemed for cash.