

**ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT  
EL MERCADO AREA NUMBER S-13  
(WITH LANDLORD'S CONSENT)**

**WHEREAS**, the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 98919 passed and approved by the City Council on March 1, 2004, as LANDLORD (City") entered into a certain Lease Agreement with Pedro Pena dba Send Yourself Home, which on April 21, 2009 was assigned to Maria Blanca Caballero dba "Needful Things and More".. On September 23, 2011, Needful Things and More was assigned to Hasan K. Zubair dba "Foto Memories by Zubair – Personalized Photos and Gifts"(ASSIGNOR), for the lease of the following described tract or parcel of real property situated in Farmers Market at Market Square, San Antonio, Bexar County, Texas to-wit:

A portion of the real property and improvements owned by CITY located at 612 W. Commerce Street, San Antonio Bexar County, Texas within the area commonly known as El Mercado at Market Square (said real property and improvements hereinafter referred to as the "Leased Premises"). Said Leased Premises contain approximately 228 square feet and is identified as area number S-13;

**WHEREAS**, Hasan K. Zubair d/b/a "Foto Memories by Zubair" - \_Personalized Photos and Gifts" desires, as ASSIGNOR, to convey and assign TENANT'S leasehold interest under the LEASE to Tainy Delgado Garnica d/b/a "TAE Souvenirs" as ASSIGNEE; and

**WHEREAS**, said assignment requires the prior approval of CITY; and

**WHEREAS**, ASSIGNEE desires to assume from ASSIGNOR all of ASSIGNOR'S rights, title, and interest as TENANT in and to the LEASE, and all of ASSIGNOR'S benefits and obligations there under; and

**WHEREAS**, ASSIGNEE has satisfied the CITY that they are financially able to undertake the obligations of TENANT under said LEASE, and CITY desires to give its consent to ASSIGNOR'S assignment of ASSIGNOR'S interest in the LEASE to ASSIGNEE and to ASSIGNEE'S assumption of TENANT'S obligations there under; and

**WHEREAS**, amending the LEASE is in CITY and TENANT'S best interest; **NOW THEREFORE**,

In consideration of the mutual covenants and agreements set forth below the parties agree as follows:

1. **CONVEYANCE AND ASSIGNMENT:** ASSIGNOR does hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver to ASSIGNEE, all of ASSIGNOR'S rights, title, and interest in and to the LEASE, including and also without limitation, all of the rights, duties, obligations, and liabilities of ASSIGNOR in, to, and under the LEASE to pay rent and to observe and perform all other covenants and duties of TENANT there under.
2. **ASSUMPTION:** By its execution hereof, ASSIGNEE hereby assumes and agrees to perform all of the terms, covenants, and conditions of the LEASE on the part of the TENANT therein required to be performed arising from and after the date hereof, and ASSIGNEE releases ASSIGNOR from all liability for such obligations.

ASSIGNEE hereby accepts the assignment of said ASSIGNOR'S rights, title and interest in and to the LEASE and; ASSIGNEE recognizes the superior fee title in and to the land and premises held by the CITY, as Landlord, and CITY'S right of reversion at the end of the

**LEASE** term, whether occasioned by default or passage of time, as well as, the rights and benefits of every description whatsoever belonging to or accruing to the benefits of the **CITY** under the **LEASE**.

3. **CONSENT:** **CITY** hereby consents to the assignment by **Hasan K. Zubair d/b/a "Foto Memories by Zubair – Personalized Photos and Gifts"**, as **ASSIGNOR**, and the assumption by **Tainy Delgado Garnica dba "TAE Souvenirs** as **ASSIGNEE** of said **Hasan K. Zubair d/b/a "Foto Memories by Zubair – Personalized Photos and Gifts"**

4. **REPRESENTATION AND WARRANTIES:** **ASSIGNOR** and **ASSIGNEE** represent and warrant that the following statements are true.

**Tainy Delgado Garnica**, as the **ASSIGNEE**, will be the exclusive owner of the business, formerly owned by **Hasan K. Zubair** and operating as **"Foto Memories by Zubair-Personalized Photos and Gifts"**. **Tainy Delgado Garnica** will take full control of the business immediately upon City Council approval and will operate as **"TAE Souvenirs"**

**Hasan K. Zubair** will not have any ownership or serve as employee or agent in the new enterprise operating from the premises. This individual will have no authority, financial or otherwise, in the new enterprise operating from the premises.

In the event that any such representations and warranties are found by **CITY** not to be true, then **CITY** shall have authority to revoke its consent to this assignment and terminate the Lease without allowing **ASSIGNOR** or **ASSIGNEE** an opportunity to cure.

5. **USE AND CARE OF PREMISES:** **ASSIGNEE** agrees that that the **Leased Premises** shall be utilized for the sole purpose of retail sales of

- Certificates
- Keychains
- Coat of Arms
- Coffee Mugs
- T-shirts
- Rings
- Custom Post Cards
- Prints
- Buttons
- Sterling Silver Items including but not limited to charm bracelets, pendants and key chains

Store will specialize in name oriented merchandise and will not utilize photography.

6. **AMENDING USE AND CARE OF PREMISES:** Section 2.4 of **LEASE** is amended to include the following provisions:

2.4.1 Further, **TENANT** covenants and agrees, in keeping with the intent and spirit of **El Mercado** and **Market Square**, to operate the business conducted on the **Leased Premises** in an **"OWNER PRESENCE"** capacity, physically participating in the day-to-day operations of **TENANT'S** business, as opposed to employing a non-owner manager of said premises, hence an "absentee owner" posture, unless such management is first approved by the **Director, Downtown Operations Department**, or her designee. Failure to operate the business on the **Leased Premises** in such a manner will constitute an act of

default hereunder and will be grounds, at CITY'S option to terminate this Lease Agreement upon ten (10) days written notice to TENANT.

7. **ACKNOWLEDGEMENT OF READING:** The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatsoever competent advice and counsel which was necessary for them to form a full and complete understanding of their rights and obligations herein, and having done so, do hereby execute this Agreement.

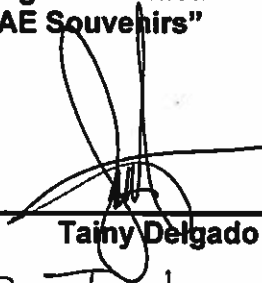
EXECUTED this \_\_\_\_\_, 2016.

**ASSIGNOR:**  
Hasan K. Zubair  
d/b/a "Foto Memories by Zubair - Personalized Photos and Gifts"

**ASSIGNEE:**  
Tainy Delgado Garnica  
d/b/a "TAE Souvenirs"



\_\_\_\_\_  
Hasan K. Zubair



\_\_\_\_\_  
Tainy Delgado Garnica

1403 Jackson Keller Rd  
\_\_\_\_\_  
Address  
San Antonio TX 78213  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Business Telephone Number  
210 691 5607  
\_\_\_\_\_  
Other Telephone Number  
tainydg@hotmail.com  
\_\_\_\_\_  
Email Address

**LANDLORD:**  
CITY OF SAN ANTONIO, a Texas Municipal Corporation

**ATTEST:**  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

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