

**ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT
EL MERCADO AREA NUMBER W-3
(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. 94567 passed and approved by the City Council on September 20, 2001, as LANDLORD ("CITY"), entered into that certain Lease Agreement effective September 1, 2001 ("LEASE") with Andrea Santiago d/b/a "Earth to Market." On January 11, 2010, Earth to Market was assigned to Robert Santiago. 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 470 square feet and is identified as area number IL-17;

WHEREAS, Robert Santiago d/b/a "Earth to Market" desires, as ASSIGNOR, to convey and assign TENANT'S leasehold interest under the LEASE to Omar Dominguez d/b/a "House of Mexico Imports" 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 Robert Santiago d/b/a "Earth to Market", as ASSIGNOR, and the assumption by Omar Dominguez d/b/a "House of Mexico Imports", as ASSIGNEE of said Robert Santiago dba "Earth to Market".
4. **REPRESENTATION AND WARRANTIES:** ASSIGNOR and ASSIGNEE represent and warrant that the following statements are true.

Omar Dominguez, as the ASSIGNEE, will be the exclusive owner of the business, formerly owned by Robert Santiago and operating as "Earth to Market". Omar Dominguez will take full control of the business immediately upon City Council approval and will operate as "House of Mexico Imports"

Robert Santiago 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 Mexican imports excluding food products, alcoholic goods and beverages. Assignee will limit sales of apparel to less than 40% of overall merchandise inventory.

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.

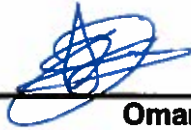
EXECUTED this _____, 2016.

ASSIGNOR:
Robert Santiago
d/b/a "Earth to Market"



Robert Santiago

ASSIGNEE:
Omar Dominguez
d/b/a "House of Mexico Imports"



Omar Dominguez

3902 Perrin central Blvd #1301
Address

San Antonio TX, 78217
City, State, Zip Code

Business Telephone Number

(956) 744 6597

Other Telephone Number

odominguez89@hotmail.com

Email Address

LANDLORD:
CITY OF SAN ANTONIO, a Texas Municipal
Corporation

ATTEST:

City Manager

City Clerk

APPROVED AS TO FORM:

City Attorney

