

**ALBERT URESTI, MPA, PCC**

Bexar County Tax Assessor-Collector

2020 REAL PROPERTY**14064-000-0050**

(ACCOUNT NUMBER)

04/14/2021

OWNER:

LOOP 410 DEVELOPMENT LTD CO
PO BOX 460331
SAN ANTONIO, TX 78246-0331

LEGAL DESCRIPTION:

NCB 14064 BLK LOT 5

LOCATION: 2831 NW LOOP 410**ACREAGE: 1.0260**

APPAISED VALUE		CAP VALUE	HOMESTEAD VALUE	NON-QUAL VALUE
LAND	IMPROVEMENT			
525,590	548,410	0	0	1,074,000
AGRI. MKT VALUE		PROD VALUE		ASSESSED VALUE
0		0		1,074,000

TAXING UNIT	EXEMPTIONS	TAXABLE VALUE	TAX RATE	TAX AMOUNT
ROAD AND FLOOD	0 0 0 0	1,074,000	0.023668	254.19
ALAMO COMM COLLEGE	0 0 0 0	1,074,000	0.149150	1,601.87
HOSPITAL DISTRICT	0 0 0 0	1,074,000	0.276235	2,966.76
BEXAR COUNTY	0 0 0 0	1,074,000	0.277429	2,979.59
SA RIVER AUTHORITY	0 0 0 0	1,074,000	0.018580	199.55
CITY - SAN ANTONIO	0 0 0 0	1,074,000	0.558270	5,995.82
NORTH EAST ISD	0 0 0 0	1,074,000	1.268400	13,622.62

TAXES FOR 2020: \$27,620.40**PAYMENTS MADE FOR 2020 (EXCLUDING PENALTY AND INTEREST):** \$13,810.20**REMAINING AMOUNT DUE FOR 2020:** \$13,810.20

IF YOU BELIEVE THIS STATEMENT WAS MAILED TO YOU IN ERROR, PLEASE CALL OUR OFFICE AT (210) 335-2251.

DETACH HERE AND RETURN WITH PAYMENT

5.1.110

Para obtener informacion, por favor llame (210) 335-2251. Please call (210) 335-2251 for information.

ASSESSMENT RATIO FOR ALL UNITS IS 100%. SEE BACK OF STATEMENT OR NEWSLETTER FOR IMPORTANT TAX INFORMATION.**04/14/2021****2020 Payment Amount Due:**

If paid in APR 2021 **13,810.20**
If paid in MAY 2021 **13,810.20**
If paid in JUN 2021 **13,810.20**

DELINQUENT AFTER**JUNE 30, 2021****AMOUNT PAID:****14064-000-0050**

LOOP 410 DEVELOPMENT LTD CO
PO BOX 460331
SAN ANTONIO, TX 78246-0331

MAKE CHECK PAYABLE TO:

ALBERT URESTI, MPA, PCC
BEXAR COUNTY TAX ASSESSOR-COLLECTOR
P O BOX 2903
SAN ANTONIO, TX 78299-2903

140640000050900 001381020 001381020 001381020 001855724 000000000 000000000

PAYMENT INFORMATION

[Begin a New Search](#) [Go to Your Portfolio](#)

[Return to the Previous Page](#)

Account No.: 140640000050

Receipt Date	Roll Year	Amount	Description	Payer
2020-11-30	2020	\$13,810.20	Payment	LOOP 410 DEVELOPMENT
2020-06-30	2019	\$13,744.66	Payment	LOOP 410 DEVELOPMENT LTD CO
2019-11-27	2019	\$13,744.66	Payment	LOOP 410 DEVELOPMENT
2019-06-22	2018	\$14,049.08	Payment	LOOP 410 DEVELOPMENT LTD
2018-11-30	2018	\$14,049.08	Payment	LOOP 410 DEVELOPMENT
2018-06-30	2017	\$14,017.72	Payment	LOOP 410 DEVELOPMENT
2017-11-30	2017	\$14,017.73	Payment	LOOP 410 DEVELOPMENT LTD
2016-12-30	2016	\$26,140.49	Payment	SAN ANTONIO WILSON COMPANIES INC
2016-06-16	2015	\$11,331.35	Payment	SAN ANTONIO WILSON COMPANIES INC
2015-11-30	2015	\$11,331.35	Payment	SAN ANTONIO WILSON COMPANIES INC
2014-12-31	2014	\$20,948.66	Payment	SAN ANTONIO WILSON COMPANIES INC
2013-12-19	2013	\$20,378.31	Payment	OAK HILLS PROPERTIES
2013-03-31	2012	\$10,075.14	Payment	OAK HILLS PROPERTIES
2012-11-30	2012	\$10,075.15	Payment	OAK HILLS PROPERTIES
2012-06-30	2011	\$9,967.00	Payment	OAK HILLS PROPERTIES
2011-11-30	2011	\$9,967.01	Payment	OAK HILLS PROPERTIES

Receipt Date	Roll Year	Amount	Description	Payer
2011-06-28	2010	\$10,128.17	Payment	OAK HILLS PROPERTIES
2010-11-30	2010	\$10,128.18	Payment	OAK HILLS PROPERTIES
2010-06-29	2009	\$10,474.09	Payment	OAK HILLS PROPERTIES
2009-11-30	2009	\$10,474.10	Payment	OAK HILLS PROPERTIES
2009-06-30	2008	\$10,459.57	Payment	OAK HILLS PROPERTIES
2008-11-28	2008	\$10,459.58	Payment	OAK HILLS PROPERTIES
2008-10-09	2006	(\$0.01)	Transfer	OAK HILLS PROPERTIES
2007-12-24	2007	\$16,812.35	Payment	OAK HILLS PROPERTIES
2007-06-14	2006	\$8,839.83	Payment	OAK HILLS PROPERTIES
2006-11-30	2006	\$8,839.83	Payment	OAK HILLS PROPERTIES
2006-06-16	2005	\$0.01	Payment	OAK HILLS PROPERTIES
2006-06-16	2005	\$9,136.44	Payment	OAK HILLS PROPERTIES
2005-11-28	2005	\$9,136.45	Payment	OAK HILLS PROPERTIES
2004-11-19	2004	\$18,272.89	Payment	OAK HILLS PROPERTIES
2004-05-13	2003	\$8,314.78	Payment	BLACK ANGUS AND PIZZA HUT
2003-11-05	2003	\$8,314.78	Payment	OAK HILLS PROPERTIES
2002-10-30	2002	\$16,641.82	Payment	OAK HILLS PROPERTIES
2002-01-23	2001	\$2,110.76	Payment	OAK HILLS PROPERTIES
2002-01-01	2001	\$21,107.55	Payment	OAK HILLS PROPERTIES
2001-01-01	2000	\$21,127.35	Payment	OAK HILLS PROPERTIES
2000-01-31	1999	\$20,299.94	Payment	OAK HILLS PROPERTIES
1999-01-25	1998	\$20,046.75	Payment	S & A RESTAURANT
1998-01-20	1997	\$10,950.23	Payment	OAK HILLS PROPERTIES
1998-01-20	1997	\$2,349.85	Payment	OAK HILLS PROPERTIES
1998-01-20	1997	\$1,672.36	Payment	OAK HILLS PROPERTIES
1998-01-20	1997	\$745.72	Payment	OAK HILLS PROPERTIES
1998-01-20	1997	\$123.83	Payment	OAK HILLS PROPERTIES
1997-02-04	1996	\$10,652.22	Payment	OAK HILLS PROPERTIES
1997-02-04	1996	\$2,355.32	Payment	OAK HILLS PROPERTIES
1997-02-04	1996	\$1,674.06	Payment	OAK HILLS PROPERTIES
1997-02-04	1996	\$752.57	Payment	OAK HILLS PROPERTIES

Receipt Date
1997-02-04

Roll Year
1996

Amount
\$127.59

Description
Payment

Payer
OAK HILLS PROPERTIES



[Enable Google Translate](#)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CHICAGO TITLE GF# A300191700004C0

SPECIAL WARRANTY DEED
WITH VENDOR’S LIEN

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT, SAN ANTONIO WILSON COMPANIES, INC., a Texas corporation ("**Grantor**"), for and in consideration of cash in hand paid by **LOOP 410 DEVELOPMENT, LTD CO.**, a Texas limited liability company (the "**Grantee**"), whose mailing address is P.O. Box 460331, San Antonio, Texas 78246, and the further consideration of the execution and delivery of a promissory note of even date herewith by Grantee in the original principal amount of **\$1,000,000.00**, which is made by Grantee and payable to Grantor, said note being secured by a first and superior vendor’s lien, against, and superior title to, the hereinafter described Property retained in this deed in favor of Grantor and is also secured by first lien Deed of Trust of even date from Grantee to E. Miles Wilson, Trustee for the benefit of Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property more particularly described on Exhibit "A" (the "**Property**") attached hereto, together with: (i) all buildings, fixtures and other improvements located on the Land, if any (the "Improvements"), and (ii) all rights and appurtenances pertaining to such real property, including, but not limited to, any right, title and interest of Grantor in and to any strips and gores adjoining such real property, in and to adjacent streets, roads, alleys, easements and rights-of-way, any and all mineral interests of whatever nature, producing or non-producing, relating to the Land, including, but not limited to, rights of Grantor under any and all oil and gas leases covering the Land (said real property, together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) and (ii) above, are herein collectively referred to as the "**Property**").

The said vendor’s lien against and superior title to the Property are retained until the note described above is paid, according to its terms, at which time this deed will become absolute.

This conveyance is being made by Grantor and accepted by Grantee subject to those certain title exceptions set forth in Exhibit "B" attached hereto and made a part hereof for all purposes (the "**Permitted Title Exceptions**"), but only to the extent that they are valid, existing, and, in fact, affect the Property.


TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors, and assigns forever, subject to the Permitted Title Exceptions, and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors, and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's heirs, executors, administrators, legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Title Exceptions.

GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED AND AS EXPRESSLY PROVIDED IN THE PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OR ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY AND GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE HAS PURCHASED THE PROPERTY PURSUANT TO ITS OWN INDEPENDENT EXAMINATION, STUDY, INSPECTION, AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. THE PROPERTY IS CONVEYED "AS IS" and "WITH ALL FAULTS".

EXECUTED to be effective as of May 10, 2017.

GRANTOR:

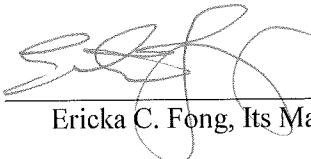
SAN ANTONIO WILSON COMPANIES, INC.,
a Texas corporation

BY: 
E. Miles Wilson, President

Accepted by Grantee:

GRANTEE:

LOOP 410 DEVELOPMENT, LTD CO.,
a Texas limited liability company

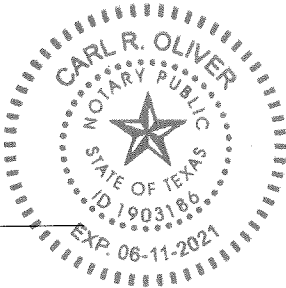
By: 
Ericka C. Fong, Its Manager

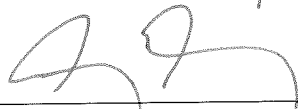
THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this 16th day of May, 2017 by E. Miles Wilson, President of **San Antonio Wilson Companies, Inc.**, a Texas corporation, on its behalf.

My Commission Expires:





Notary Public, State of Texas

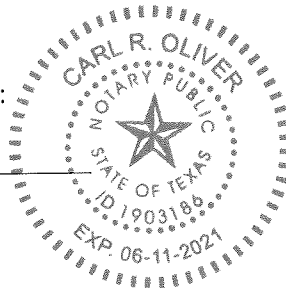
(Print/Type Name of Notary)

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this 16th day of May, 2017 by Ericka C. Fong, Manager of **Loop 410 Development Ltd Co.**, a Texas limited liability company, on its behalf.

My Commission Expires:





Notary Public, State of Texas

(Print/Type Name of Notary)

After recording return to:

Grantee at Grantee's mailing Address

EXHIBIT A

(Legal Description)

Lot 5, New City Block 14064, Oxford Square, Unit 5, an addition to the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 6200, Page 200, Deed and Plat Records of Bexar County, Texas.

EXHIBIT B

(Permitted Title Exceptions)

1. 25' Building set back line as shown by plat recorded in Volume 6200, Page 200, Deed and Plat Records of Bexar County, Texas; and
2. Reciprocal Parking Agreement by and between Oak Hills Properties, a Texas general partnership, Youghioghenny Communications-Texas, LLC, a Delaware limited liability corporation, and Big Fish Enterprises, Inc., a Texas corporation, filed June 30, 2008, and recorded in Volume 13566, page 1, Real Property Records, Bexar County, Texas.

Doc# 20170088793
Pages 6
05/11/2017 9:53AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$42.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
05/11/2017 9:53AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

Property Search Results > 542101 LOOP 410
DEVELOPMENT LTD CO for Year 2020

Tax Year: 2020

Property

Account

Property ID:	542101	Legal Description:	NCB 14064 BLK LOT 5
Geographic ID:	14064-000-0050	Zoning:	C-2 C-3
Type:	Real	Agent Code:	60585
Property Use Code:	208		
Property Use Description:	BAR		

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	2831 NW LOOP 410 SAN ANTONIO, TX 78230	Mapsco:	549E8
Neighborhood:	NBHD code13860	Map ID:	
Neighborhood CD:	13860		

Owner

Name:	LOOP 410 DEVELOPMENT LTD CO	Owner ID:	3073795
Mailing Address:	PO BOX 460331 SAN ANTONIO, TX 78246-0331	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$548,410	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$525,590	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$1,074,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$1,074,000	
(-) HS Cap:	-	\$0	

(=) Assessed Value: = \$1,074,000

Taxing Jurisdiction

Owner: LOOP 410 DEVELOPMENT LTD CO
% Ownership: 100.000000000000%
Total Value: \$1,074,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
06	BEXAR CO RD & FLOOD	0.023668	\$1,074,000	\$1,074,000	\$254.19		
08	SA RIVER AUTH	0.018580	\$1,074,000	\$1,074,000	\$199.55		
09	ALAMO COM COLLEGE	0.149150	\$1,074,000	\$1,074,000	\$1,601.87		
10	UNIV HEALTH SYSTEM	0.276235	\$1,074,000	\$1,074,000	\$2,966.77		
11	BEXAR COUNTY	0.277429	\$1,074,000	\$1,074,000	\$2,979.59		
21	CITY OF SAN ANTONIO	0.558270	\$1,074,000	\$1,074,000	\$5,995.82		
55	NORTH EAST ISD	1.268400	\$1,074,000	\$1,074,000	\$13,622.62		
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$1,074,000	\$1,074,000	\$0.00		
Total Tax Rate:		2.571732					
Taxes w/Current Exemptions:					\$27,620.41		
Taxes w/o Exemptions:					\$27,620.41		

Improvement / Building

Improvement #1:	Commercial	State Code:	F1	Living Area:	6175.8 sqft	Value:	\$489,210
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
208	BAR	D - G	WD	1971	5324.0
208	BAR	D - G	WD	1971	851.8

Improvement #2:	Commercial	State Code:	F1	Living Area:	sqft	Value:	\$941
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CON	Concrete	* - A		1990	384.0

Improvement #3:	Commercial	State Code:	F1	Living Area:	sqft	Value:	\$57,978
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		1990	38000.0

Improvement #4:	Commercial	State Code:	F1	Living Area:	sqft	Value:	\$281
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		1990	30.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
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Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	\$364,260	\$525,590	0	889,850	\$0	\$889,850
2020	\$548,410	\$525,590	0	1,074,000	\$0	\$1,074,000
2019	\$549,610	\$510,390	0	1,060,000	\$0	\$1,060,000
2018	\$591,090	\$463,910	0	1,055,000	\$0	\$1,055,000
2017	\$617,370	\$432,630	0	1,050,000	\$0	\$1,050,000

Deed History - (Last 3 Deed Transactions)

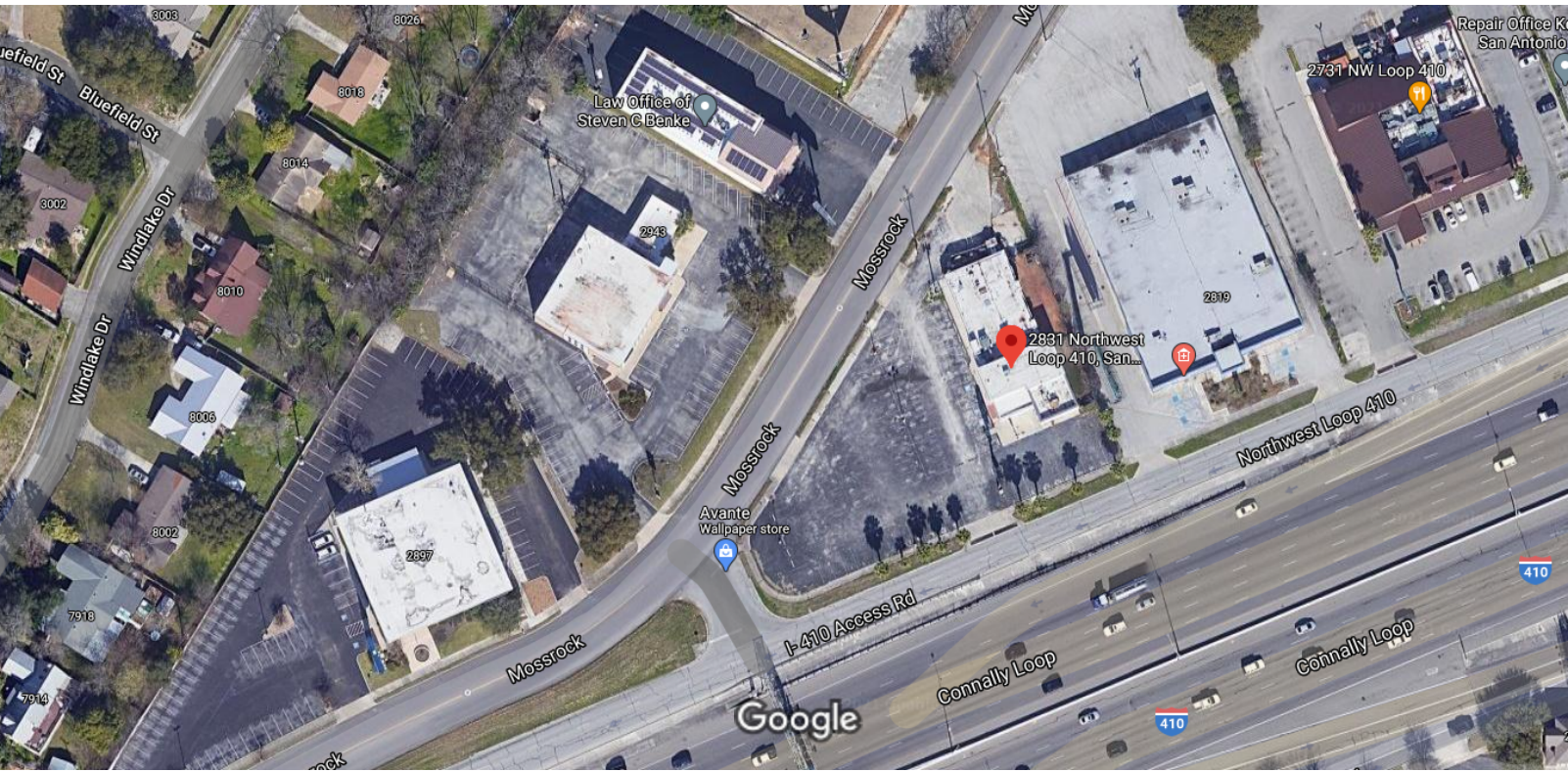
#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/10/2017	SWD	Special Warranty Deed	SAN ANTONIO WILSON COMPANIES INC	LOOP 410 DEVELOPMENT LTD CO	18505	2123	20170088793
2	12/31/2013	CD	Correction Deed	OAK HILLS PROPERTIES	SAN ANTONIO WILSON COMPANIES INC	16688	2429	20140084603
3	12/1/2013	SWD	Special Warranty Deed	OAK HILLS PROPERTIES	SAN ANTONIO WILSON COMPANIES INC	16492	0620	20130260938

2021 data current as of Apr 14 2021 1:18AM.

2020 and prior year data current as of Apr 2 2021 6:53AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.



Dear Sir or Madam,

I am writing to you in reference to our building located at 2831 NW Loop 410, San Antonio, Texas 78230. We are requesting your assistance in our attempt to reinstate our original Live Entertainment License and Certificate of Occupancy that this building has held for over 11 years.

This location has had the same and original Live Entertainment License from the previous businesses such as The Coast, Some Beach, The Ranch, and The Vanity Factory. I purchased the business in 2014 for \$400,000.00 because it held a Live Entertainment License and the ability to operate as such. We invested a significant amount of time, money and energy into the building as it was extremely outdated and practically the same building since it was built in 1971 as the restaurant Steak & Ale.

In 2016 we were blessed with the opportunity to purchase the building. Combined with the purchase of the business, remodeling, and purchase of the building this puts me over \$2.7 million invested in the building.

I am originally from El Paso, Texas and now currently residing again in El Paso. In 2016, I made the decision to sell the business, rent the building, and move back to El Paso, to care for my wheel-chair disabled mother who has long suffered from Multiple Sclerosis. Commercial property management is what my family dedicates itself to and why I invested in this property to begin with.

On June 23rd, 2017, I sold the business to Michael Scheiler and Christopher Morin. There was a \$375,000.00 promissory note for the sale of the business as well as a separate lease agreement to rent the building. These individuals defaulted on the note to purchase the business and defaulted on the lease agreement. On December 7th 2017 this group was locked out of the premises. These individuals owed hundreds of thousands of dollars from the purchase of the business and past due rent. We conducted the lock out with proper notification and followed all legal guidelines.

Although this group was in default, they took the shocking route to sue us to get back into the building, argued they were the legal owners of the company, and claimed they had the legal right to purchase the building per the lease as they argued they had a buyer for it. To further complicate matters, due to this group and their operations, they accumulated and triggered over \$1 million dollars owed to the Texas Comptroller for the Sexually Oriented Business Fee associated to the building.

The legality of locking them out was appealed, their claims of having the right to buy the building was being fought, bank accounts were frozen, and liens were issued by the Texas Comptroller of Public Accounts. These pending issues completely halted our ability to rent the building to a new tenant. We were advised by our attorneys to hold off on renting the building to new tenants due to the unknown outcome of pending litigation at the time and to prevent new liabilities and costs to new tenants. At the time, because of their multiple appeals, if we had rented to new tenants and later had to remove newly acquired tenants, we would incur more costly liabilities. To prevent more mounting costs and to minimize risks we were instructed not to rent to any new tenants and wait out litigation to receive final verdict after they had exhausted all appeal options allowed to them by the courts.

After hundreds of thousands in legal fees, months of litigations and appeals, thousands in lost rental income, the Texas State of Appeals Court ruled again in our favor. We were now finally cleared and allowed to rent the building to a new tenant. This however, resulted in this group

filing a third lawsuit. The reality is these individuals tied up our ability to rent the building purposely with lawsuits to hold us hostage, intimidate, pressure, and force us to let them back in the building.

After we won their last appeal in _____, we made the decision we could no longer afford having the building empty and made the decision to rent it. Although the last lawsuit is still pending to this day, we made the decision to rent to a new tenant, Mr. Nick Karaolis. We were still taking a risk of the pending new lawsuit but we wrote it into the lease to be transparent and as a disclaimer. Please see the exhibit provided.

The building was finally rented to Mr. Nick Karaolis, with the legal agreement that the Live Entertainment License and the Certificate of Occupancy was to remain intact and remained property of the building owner. Please see a copy of the lease agreement which mentions this. Mr. Nick Karaolis has zero ownership stake in the building, was solely a tenant, and had no authorization to interfere or alter the current Live Entertainment License or Certificate of Occupancy. It is in our opinion that Mr. Karaolis was acting out of his legal right in reference to the Live Entertainment License and Certificate of Occupancy, as he was solely a renting tenant and a tenant in default more accurately that was facing eviction.

We were unaware Mr. Karaolis was going to be operating as a BYOB club and how he was conducting his business. We were never served with any notices nor notified as owners of the building of violations or the loss of the Live Entertainment License and Certificate of Occupancy. This is very concerning and alarming to us as we are the property owners, have the most valued interest in the building, and have the most to lose. A tenant could possibly compromise a Live Entertainment License and Certificate of Occupancy out of spite or to sabotage the value of a property.

On November 6th, 2020, Mr. Karaolis was given notice to vacate and on December 9th, 2020, Mr. Karaolis and I made it official and signed into a Lease Termination Agreement. Mr. Karaolis is no longer the tenant and has nothing to do with our appeal or our request with your assistance pertaining to Live Entertainment License or Certificate of Occupancy.

We humbly request your assistance in reinstating the original Live Entertainment License and completely avoiding the matter to be attempted to be resolved in the Zoning Department. Due to our many years of experience in the commercial real estate construction and property management industry in El Paso, Texas we are well aware how troublesome the process of dealing with Rezoning or the Zoning Department can be. The negatives to list a few include:

Time delay

High costs

Difficulty

High legal fees

Higher risk to possibly trigger a lawsuit

More red tape

More loss of rental income during the long process

Involves more people and their personalities

In our experience it unofficially and unnecessarily involves politics, religious beliefs, emotion, and values in decision making

Reasons to Reinstate:

- Tenant gave the landlord no notice of any issues, was not the property owner, and acted out of his scope in reference to the Live Entertainment License or Certificate of Occupancy.
- Live Entertainment License and Certificate of Occupancy has existed for 11 years at this building.
- We did not rent the building to a new tenant per the court's and attorney's order and legal advice as it was in litigation.
- We are dependent on the Live Entertainment License or Certificate of Occupancy to recoup our substantial investment.
- There was a break in December 28th, 2017 where the electrical copper was stolen.
- Electricity was turned off on July 3rd, 2018 and reconnected July 16th, 2019, we are only off by a mere 13 days of the one year guideline.

Assurances:

- We will take a much more proactive role in communicating and reaching out to the City of San Antonio regarding notices and status of future tenants operations in regards to the building's licenses and permits.
- New tenant will not be a BYOB club, which gives the City of San Antonio, Texas Comptroller and Texas Alcohol Beverage Commission more authority and jurisdiction.
- Will sign a letter of nondisclosure if granted the reinstatement of the original Live Entertainment License and Certificate of Occupancy.

It has never been our intent to abandon the property nor forfeit the grandfathered Live Entertainment License. Three lawsuits, two appeals, and current litigation is what triggered this whole nightmare with regards to our inability to rent the building and it staying closed for so long. We have and continue to spend and lose so much money when all we have been doing is complying with the courts, attorneys, and doing the right thing as responsible landlords of evicting tenants in default for the betterment of the business and general community.

We desperately and eagerly plead for your understanding, consideration, and compassion to factor all the variables that have caused this ordeal. It has never been negligence, but rather circumstances that were out of our control and in the hands of the courts. I would like to point again that we are only a mere 13 days off the one year guideline. I pray that you please consider all the facts and documents provided as proof and assist us in reinstating our original Live Entertainment License.

Respectfully,

Jose Adan Fong

915.740.0709



Direct: 210.731.6305
Email: chris.strawn@fordmurray.com

November 6, 2020

Email: Nick@gretalia.com

Mossrock Holdings, LLC
Attn: Mr. Karaolis
15851 Walnut Creek Drive
San Antonio, Texas 78230

Re: Your lease with Loop 410 Development, Ltd Co.

Dear Mr. Karaolis:

I represent 410 Development Ltd. Co. I am writing you with respect to Mossrock Holdings, LLC's default in payments due under your lease with my client with respect to the property located at 2831 N.W. Loop 410, San Antonio, Texas 78230.

To date, \$34,000.00 is past due and owing for September (\$18,000.00), October (\$13,000.00) and November (\$13,000.00) 2020 rent. Additionally, \$31,000.00 is past due and owing for missed rent payments in May, June and September (\$5,000.00) of 2020. My client did offer to allow Mossrock Holdings, LLC to make up that amount by making additional monthly payments in 2021. This offer was premised on your continuing to make future monthly rent payments in a timely fashion which you have failed to do. Finally, proof of insurance has never been provided as required by the lease despite numerous requests for same by my client.

To avoid all remedies available under the lease and in view of the exigent circumstances posed by both the COVID crisis and your company's current problems with the City of San Antonio with respect to its Certificate of Occupancy, my client is willing to make the following offer:

- Mossrock Holdings, LLC makes an immediate payment of \$26,000.00 in satisfaction of the above amounts past due under the lease.
- Mossrock Holdings, LLC agrees to willingly and cooperatively vacate the premises by November 15, 2020 leaving the premises in good condition and also abandon all personalty within the premises to my client.

The parties will agree to terminate the lease and future obligations thereunder.

Mossrock Holdings, LLC
Mr. Karaolis
November 6, 2020
Page 2

If the foregoing is acceptable, please let me know. Please make all future communications directly to me. If the above is not acceptable, my client would require an immediate payment of \$34,000.00 representing past due rent for September, October and November 2020. Additionally, all future rent payments would need to be made on a timely basis, including the increased payment amounts in 2021 in order to make up the \$31,000.00 owed for May, June and September 2020.

Additionally, my client requires proof of insurance. Otherwise, my client may pursue legal remedies available under the lease.

Finally, please understand that my client wants to resolve this matter amicably. In that regard, if you want to discuss this matter, please do not hesitate to call me.

I look forward to hearing from you in this regard.

Very truly yours,



Christopher C. Strawn

CCS/sng

cc: Alex Bahrami
P.O. Box 82653
Austin, Texas 78708

refusal granted in this paragraph shall automatically terminate if Tenant is in default under the Lease for failure to pay two (2) month's rent, whether consecutive months or not, during the initial term or any renewal term of the Lease.

38. Tenant's Purchase Option. Subject Paragraph 37 of this Lease, provided Tenant and Landlord have executed a Renewal Option that is in effect at the time this purchase option is exercised, (i) commencing on the thirty-sixth (36th) month of this Lease and ending on the forty-eighth (48th) month of this Lease, Tenant shall have the option to purchase the Premises at the purchase price of Two Million Three Hundred Thousand and No/100ths Dollars (\$2,300,000.00). If Tenant desires to exercise such option to purchase, Tenant shall provide Landlord notice of its intent to purchase the Premises by providing a closing date, which such closing date shall be before the end of the renewal term of the Lease then in effect and before the termination of this purchase option. Tenant may only exercise this purchase option if Tenant is not in default under the Lease. Notwithstanding anything herein to the contrary, the purchase option granted in this paragraph shall automatically terminate if Tenant is in default under the Lease for failure to pay two (2) month's rent, whether consecutive months or not, at any time during the initial term or any renewal term of the Lease.

39. Lawsuit. Tenant hereby acknowledges that Landlord is currently involved, as a defendant, in a lawsuit in Bexar County, Texas styled MMM 410 Bar and Grill, LLC d/b/a Trophies, Plaintiffs, v. Jose Fong, Ericka Fong, Loop 410 Development, Ltd. Co., and EFJFM, LLC, Defendants (cause No. 2018C101524) which involves the Premises (the "Lawsuit"). Accordingly, Tenant hereby acknowledges and agrees vacate the Premises and accept termination of this Lease if the District Court enters a final, non-appealable Order or Judgment in the Lawsuit either re-instating possession of the Premises to Plaintiffs in the Lawsuit, or divesting Landlord of its interest in the Premises. In that event, (i) Landlord shall promptly reimburse tenant all reasonable, documentable costs incurred by Tenant in renovating, improving, or otherwise making fixed improvements to the Premises, in an amount not to exceed \$80,000; (ii) return to Tenant the security deposit under this Lease; and (iii) Tenant and Landlord will execute a Mutual Release forever discharging one another and their officers, directors, partners, employees, and agents, from any and all claims, damages, liabilities, expenses and costs, including indemnity obligations, incurred by either Tenant or Landlord arising from or caused by the termination of this Lease as a result of the Lawsuit, Landlord represents that Trophies did not win the temporary injunction hearing or its appeal.

40. Inability to Secure Permits: Landlord acknowledges that Tenant's intended use of the Premises will be as a gentlemen's club, with alcohol sales, and that such use may require securing certain governmental approvals and/or licenses, including specifically a live entertainment and after hours license and liquor license, before Tenant can legally operate a gentlemen's club serving alcohol. Landlord and Tenant agree that if Tenant is unable to secure all required governmental approvals and licenses to open and operate a gentlemen's club serving alcoholic beverages within ninety (90) days of the Effective Date, Tenant shall have the option to terminate this Lease by providing written notice to Landlord of Tenant's election to terminate this Lease provided said notice is issued to Landlord on or before the 90th day after the Effective Date. In that event, this Lease and all obligations hereunder (including Personal Guaranty) shall cease and be of no further force and effect. During the term of this lease and so long as Tenant is not in default under this lease, Landlord shall assign to Tenant Landlord Live Entertainment License. This assignment will terminate and the license will automatically revert to Landlord if tenant defaults under this lease or upon the expiration of this lease. Tenant shall indemnify, defend and hold harmless Landlord from any loss, damage, or liability in connection with this assignment, and caused by actions or inactions of Tenant, regardless of any negligence of Landlord. Landlord makes no representations with respect to the validity of this assignment in connection with Tenant and any governmental entity. If and when tenant purchases the building, the live entertainment will be transferred upon closing.

41. Tenant in control of Premises: The Parties acknowledge that Tenant shall be and remain in sole control of the Premises at all times under this lease and nothing in this lease vests any right of control over the operation of the premises or Tenant's business with Landlord. Nothing in this lease creates any joint venture, common or joint business enterprises, partnership, or agency.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease to be effective as of the Effective Date.

LANDLORD:

LOOP 410 DEVELOPMENT, LTD CO.

By: _____

Name: Jose Fong

Title: Manager

TENANT:

By: _____

Name: _____

Title: _____

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LEASE TERMINATION AGREEMENT AND MUTUAL RELEASE

This Lease Termination Agreement and Mutual Release (the “Agreement”) is entered into effective December 9, 2020, by and between Loop 410 Development Ltd., Co (“Loop 410”), as Landlord, and Mossrock Holdings, LLC (“Mossrock”), as Tenant, and Paphos, LLC (“Paphos”), as subtenant. Loop 410, Mossrock, and Paphos are collectively referred to as “Parties”.

WHEREAS, Loop 410 and Mossrock entered into that certain Lease (“Lease”) effective September 20, 2019, concerning the real property and improvements located at 2831 N.W. Loop 410, San Antonio, Texas 78230 (“Premises”);

WHEREAS, in connection with the execution of the Lease, Nick Karaolis and Alex Bahrami (the “Guarantors”) executed a personal guaranty (“Guaranty”), guarantying Mossrock’s performance under the Lease;

WHEREAS, Mossrock, with Loop 410’s consent, subleased the Premises to Paphos, which operated an establishment in the Premises known as Monte Carlo;

WHEREAS, due to certain events, including the Covid pandemic that shuttered bars in San Antonio and the loss of its Certificate of Occupancy, Mossrock fell behind in its monthly rental payments under the Lease. There is presently due and owing under the Lease past due rentals in an amount exceeding \$75,000.

WHEREAS, the Parties have reached a settlement of all disputes between them, and, without admitting the contentions of law or fact asserted by an opposing party, are entering into this Agreement to settle all such disputes and to buy peace.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. On or before noon on December 11, 2020, Mossrock will deliver to Loop 410 the cash sum of \$26,000 via wire transfer into Loop 410's account.

2. The Lease will terminate, for all purposes, effective midnight of December 14, 2020 ("Termination Date"). On or before the Termination Date, Mossrock will remove from the Premises its personal belongings, deliver keys to the Premises to Loop 410, and will otherwise relinquish possession of the Premises to Loop 410. FURTHER, Mossrock, Paphos, and/or the Guarantors will not remove from the Premises, and will leave in place for Loop 410, all existing Furniture, Fixture and Equipment (including lighting and TVs) situated in the Premises, whether said FF&E belongs to Mossrock or Paphos or Guarantors; PROVIDED, HOWEVER, Mossrock may remove from the Premises before the Termination Date the sound system it installed in the Premises. Mossrock shall leave the premises in good condition, reasonable wear and tear excepted. The FFE left on the premises will become the property of Loop 410 in further consideration for this agreement.

3. Loop 410 hereby RELEASES and FOREVER DISCHARGES Mossrock, Paphos, Nick Karaolis and Alex Bahrami, together with their respective agents, partners, members, affiliates, representatives, successors and assigns, from any and all claims, demands, or causes of action, including but without being limited to any equitable, legal, statutory or common law causes of action, whether known or unknown, suspected or unsuspected, and any and all damages, whether actual, consequential, statutory or exemplary, including personal injuries, which relate, directly or indirectly, to (i) the Lease (ii) the Premises, (iii) the Guaranty, (iv) the establishment known as Monte Carlo, or (v) the Parties prior dealings, transactions, or interactions; PROVIDED, HOWEVER, that the foregoing release does not release (a) Mossrock's indemnity obligations for liabilities, if any, accruing under Article 17 of the Lease prior to the Termination Date, which

indemnity obligations shall remain; or (b) Mossrock's obligations and undertakings expressly set forth in this Agreement. As a material part of inducing Mossrock to preserve its indemnity obligations under Article 17 of the Lease, Loop 410 represents and warrants that is not aware of, and has not received notice of any event, claim, demand, or liability that would trigger an indemnity obligation under Article 17 save and except the shooting incident that occurred in or around the Premises on or about June 13, 2020. As a material inducement for Loop 410 to release the Guaranty, Mossrock, Paphos and Guarantors represent and warrant that they are not aware of, and have not received notice of any event, claim, demand or liability that might result in any claim or liability for which they may have liability to Loop 410 under Article 17 of the Lease, save and except the above referenced shooting incident.

4. Mossrock, Paphos and Guarantors hereby RELEASE and FOREVER DISCHARGE Loop 410, together with their respective agents, partners, members (including Jose Fong), affiliates, representatives, successors and assigns, from any and all claims, demands, or causes of action, including but without being limited to any equitable, legal, statutory or common law causes of action, whether known or unknown, suspected or unsuspected, and any and all damages, whether actual, consequential, statutory or exemplary, including personal injuries, which relate, directly or indirectly, to (i) the Lease (ii) the Premises, (iii) the Guaranty, (iv) the establishment known as Monte Carlo, or (v) the Parties prior dealings, transactions, or interactions; PROVIDED, HOWEVER, that the foregoing release does not release Loop 410 from its obligations and undertakings expressly set forth in this Agreement.

5. This Agreement constitutes the entire agreement between the Parties, embodies all agreements with respect to the respective rights, obligations, and liabilities of the Parties, and

supersedes all prior agreements and understandings, if any, related to the subject matter of this Agreement.

6. This Agreement has been executed and delivered, and shall be construed in accordance with the applicable laws of the State of Texas and the United States of America. The Parties agree that their performance of this Agreement is occurring in Bexar County, Texas.

7. This Agreement cannot be changed or terminated orally.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8. This Agreement may be executed in multiple identical counterparts or by facsimile or email transmission, which when taken together shall be deemed to be a fully executed original.

EXECUTED on the dates set forth below, to be effective on December 9, 2020.

LOOP 410 DEVELOPMENT LTD., CO

Dated: _____

By: _____
Jose Fong, Managing Member

MOSSROCK HOLDINGS, LLC.

Dated: _____

By: _____
Nick Karaolis/Alex Bahrami
Title: _____

PAPHOS, LLC.

Dated: _____

By: _____

Nick Karaolis

Title: Managing Member _____

Dated: _____

GUARANTORS:

Nick Karaolis

Alex Bahrami

2. Plaintiff MMM 410 Bar and Grill, LLC (“MMM” or “Plaintiff MMM”) is a domestic limited liability company licensed to do business in the State of Texas with its principal places of business located at 1810 Buck Ridge, San Antonio, Bexar County, Texas, 78232.

3. Defendant **Christopher Michael Muse** (“Defendant Muse”) is an individual and resident of San Antonio, Bexar County, Texas. He may be served with process at his residence at **7823 Moss Brooks Ave., San Antonio, Texas, 78255** or at his place of business, **Vanity Factory, 2831 NW Loop 410, San Antonio, Texas, 78230** by Personal Service.

4. Defendant **Chris George Morin** (“Defendant Morin”) is an individual and resident of San Antonio, Bexar County, Texas. He may be served with process at his residence at **7802 Kinglet Ct., San Antonio, Texas, 78251** or at his place of business, **Vanity Factory, 2831 NW Loop 410, San Antonio, Texas, 78230** by Personal Service.

5. Defendant **EZ 365 Bar & Grill LLC** is a domestic limited liability company and may be served through its registered agent, **Williams Tax & Financial Services, Inc., at 13515 Palatine Hill, San Antonio, Texas 78253**.

6. Defendant **EFJFM, LLC** is a domestic limited liability company and may be served through its registered agent, **Erika Fong, 1015 Silver Spruce, San Antonio, Texas 78232**.

7. Defendant **VP Times, Inc.**, is a domestic corporation and may be served through its registered agent, **Jose Adan Fong, 2831 NW Loop 401, San Antonio, Texas 78230**.

8. Defendant **Loop 410 Development, Ltd., Co.**, is a domestic company and may be served through its registered agent, **Registered Agents, Inc., 700 Lavaca Street, Suite 1401, Austin, Texas 78701**.

9. Defendant Jose Adan Fong is an individual residing in Bexar County and who may be served at his place of business, **2831 NW Loop 401, San Antonio, Texas 78230**.

JURISDICTION AND VENUE

10. Venue is proper in Bexar County, Texas, under TEX. CIV. P. & REM. CODE §15.001, as being the county in which all or a substantial part of the events or omissions giving rise to this claim occurred. Venue is also proper in Bexar County, Texas under TEX. CIV. PRAC. & REM. CODE §15.001 because one or more of the Defendants reside in Bexar County, Texas.

11. This Court has jurisdiction because the amount in controversy exceeds the jurisdictional limits of this Court. TEX. GOV'T CODE, § 24.007(b).

DISCOVERY PLAN

12. Plaintiffs intend to conduct discovery under Level 2 of the Texas Rules of Civil Procedure 190.3.

STATEMENT OF RELIEF

13. Plaintiffs seek monetary relief of more than \$1,000,000.00, and injunctive relief within the Court's jurisdiction.

FACTUAL BACKGROUND

14. This case is about an intentional breach of fiduciary duty, conspiracy to deprive Plaintiff of his rights in the Club, and outright embezzlement of funds from MMM 410 Bar and Grill, LLC (hereinafter "MMM"). The sole purpose of the conspiracy was to cause MMM to default on its obligation to acquire the Club, and further allow Muse, Morin, and Fong (who, to make matters worse, is the seller of the Club) to kick out Scheiler from MMM and take over the new and improved operations of the Club.

15. Plaintiff Scheiler, and Defendant Muse and Defendant Morin (collectively “Defendants”) entered into a Company Agreement¹ on June 22, 2017 forming MMM. Each of them are managing members and were required to invest an Initial Capital Contribution of \$75,000.00.²

16. Plaintiff Scheiler and Defendant Muse paid their share timely. Defendant Morin has still not made his Initial Capital Contribution.

17. On June 21, 2017 Plaintiff and Defendants, as individuals, entered into and executed a Stock Purchase Agreement³, secured by a Stock Pledge and Security Agreement⁴, between them and EFJFM, LLC (hereinafter “EF JFM”) wherein Plaintiff and Defendants would purchase 100% of the shares of VP Times, Inc. (hereinafter “VP”) for \$375,000.

18. VP owns and operates Vanity Factory (the “Club”), a night club offering alcohol, food, and entertainment designed to appeal to an adult audience. Perhaps most importantly, VP holds the requisite licenses to operate such an establishment.

19. Plaintiff and Defendants were required to pay as a down payment on the Stock Purchase Agreement \$150,000, and another \$75,000 was to be paid by July 21, 2017. The initial \$150,000 was paid for out of the Initial Capital Contributions of Plaintiff and Defendant Muse. The remaining \$75,000 was to be paid for out of the Initial Capital Contribution of Defendant Morin.

¹ See Exhibit A

² See Exhibit A

³ See Exhibit B

⁴ See Exhibit C

20. As of August 4, 2017, the remaining \$75,000 has not been paid, and after granting several extensions, EFJFM will foreclose on their Security Agreement on Wednesday, August 9, 2017.⁵

21. On June 21, 2017, after Plaintiff and Defendants obtained VP, VP entered into a lease with Loop 410 Development, LTD CO.,⁶ to lease the land on which the Club was situated. The lease also contained a right-of-first-refusal clause, as well as a purchase option of the land.⁷ Plaintiff and Defendants personally guaranteed the lease. Loop 410 Development and EF JFM are both owned in whole or in substantial part by Defendant Jose Fong.

22. Scheiler, Morin, and Muse began operating the Club, and Plaintiff routinely put in 15 hour days to ensure the venture's success. And the Club was successful – doubling the Club's profits in July.

23. Meanwhile, Defendant Jose Fong decided that he wanted Plaintiff out of the business. Defendant Fong told Defendants Morin and Muse that they could either force Plaintiff out of the business, or he would declare the note in default and force them all out.

24. In fact, on July 23, Morin called Scheiler, but ended up talking to his girlfriend Linda Tijerina. Morin told Tijerina that Fong was upset and did not want Scheiler in the building or as part of his business. Morin said Fong was threatening eviction, and if Scheiler did not bend to Fong's will, everyone would lose their jobs.⁸

25. Thereafter, Defendants Morin Muse, and Fong began conspiring to cut Plaintiff completely out of the venture. The quickest way to do that was to remove all of MMM's revenue

⁵ See Exhibit D, Exhibit E

⁶ See Exhibit F

⁷ See Exhibit F

⁸ See Exhibit I.

from its Wells Fargo account ending in XXXX9627, and secreting those funds away to an undisclosed account.

26. On July 24, 2017, Defendants filed with the Texas Secretary of State the Certificate of Formation of EZ 365 Bar & Grill, LLC⁹ (hereinafter “EZ 365”) and emptied Plaintiff MMM’s Wells Fargo business account of over \$60,000.00¹⁰, leaving just enough money to cover payroll, and reset merchant accounts to process credit card payments from the Club to go to EZ 365 – revenues and payments that belonged to MMM.

27. Defendant Fong knew or should have known that EZ 365 had no right to operate the Club. MMM’s right to operate and own the Club was being taken by Muse and Morin, with a wink and nod of approval from Fong.

28. But it gets better – Morin, Muse and Fong knew that by depriving MMM of the cash it had already earned, they could perpetuate a default. All Fong was required to do was lay in wait and declare a default on the Security Agreement, sending VP back into the hands of Fong, presumably to operate in conjunction with Muse and Morin in their new venture, EZ 365.

29. Meanwhile, on or about July 24, 2017, Plaintiff was locked out of the business and physically prevented from entering the building during business hours by front door security/bouncers.

30. Defendant EFJFM aided and abetted Defendants Morin and Muse by encouraging and assisting them in breaching their fiduciary duties to Plaintiff, and allowing them to continue to operate the club under EZ 365’s aegis and to sell liquor under VP’s liquor license. Defendant EF JFM was aware that Plaintiff had provided \$75,000 of the \$150,000 down payment for purchase

⁹ See Exhibit G

¹⁰ See Exhibit H

of the business and, furthermore, that Defendants Morin and Muse had excluded Plaintiff from the premises and had switched bank accounts to their new entity, EZ 365. Defendant Fong caused Defendants Morin and Muse to breach their fiduciary duties to Plaintiff by telling them to force Plaintiff out of the business or he would foreclose on his security interest.

CAUSES OF ACTION

Count 1 – Breach of Contract

31. Plaintiffs repeat and re-allege the foregoing paragraphs as if fully set forth herein.

32. On June 22, 2017, Plaintiff Scheiler and Defendants executed a valid and enforceable written contract, the Company Agreement.¹¹ The contract provided that Plaintiff and Defendants would each contribute \$75,000, for a total of \$225,000.

33. Plaintiff fully performed his obligations under the Company Agreement, and paid Fong \$75,000.

34. Defendant Morin breached the contract by failing to make his initial capital contribution as specified in the Company Agreement. However, MMM had adequate funds in its accounts prior to Morin and Muse transferring all the funds in MMM's Wells Fargo account to an undisclosed account controlled by them, to pay the debt of MMM.

35. In doing so, not only have Morin and muse secreted funds away from MMM, but has placed MMM in default and have essentially embezzled those funds.

36. Defendant Morin's and Muse's conduct caused Plaintiff injury, which resulted in the loss of Plaintiff's initial capital contribution of \$75,000, any profits made by the venture.

37. All conditions precedent have been met. Alternatively, all conditions precedent have been excused due to Defendants' failure to honor the contract.

¹¹ Exhibit A

38. Attorneys' Fees for Breach of Contract: Plaintiff is entitled to recover, and requests recovery of, reasonable and necessary attorneys' fees because this suit involves a breach of contract. TEX. CIV. PRAC. & REM. CODE § 38.001.

Count 2 – Breach of Fiduciary Duty

39. Plaintiffs repeat and re-allege the foregoing paragraphs as if fully set forth herein.

40. Plaintiff and Defendants executed a valid and enforceable Company Agreement.¹²

Thus, Plaintiff and Defendants owe fiduciary duties to each other and the company.

41. Defendants owe to Plaintiffs a duty to refrain from competition with the partnership.

42. Defendants breached that duty when they formed EZ 365, to compete with MMM.

43. Defendants' breach caused Plaintiff Scheiler injury – the loss of his \$75,000 capital contribution, and any profits of the venture, and potential profits. Defendants' breach caused Plaintiff MMM injury – the imminent foreclosure on the Security Agreement, loss of opportunity to purchase real property, and loss of exclusive licenses.

44. Defendants owe to Plaintiffs a duty of loyalty.

45. Defendants breached that duty to Plaintiff Scheiler when they froze him out. Defendants breached that duty to Plaintiff MMM when they emptied MMM's bank account.

46. Defendants' breach caused Plaintiff Scheiler injury – the loss of his \$75,000 capital contributions, expenditures, negotiation costs, supplies, payment of outstanding invoices, any profits of the venture, and any potential profits. Defendants' breach caused Plaintiff MMM injury – diminished MMM's liquid capital, prevented MMM from performing its financial obligations

¹² Exhibit A

under the Security agreement, the imminent foreclosure on the Security Agreement, loss of opportunity to purchase real property, and loss of exclusive licenses.

Count 3 – Tortious Interference with Existing Contract

47. Plaintiffs repeat and re-allege the foregoing paragraphs as if fully set forth herein.

48. Defendants Muse and Morin are corporate agents for MMM. Defendants knew of the Stock Purchase Agreement that they signed.

49. Defendant Morin intentionally interfered with the Stock Purchase Agreement by failing to pay his \$75,000. Defendants Muse and Morin interfered willfully with the contract by acting in concert in setting up EZ 365.

50. As a result of Defendants' interference, EFJFM will foreclose on the Security Agreement, causing MMM to lose its 100% ownership interest in VP, causing VP to breach its lease with Loop 410 Development, and causing VP to lose the opportunity to exercise its right-of-first-refusal and its option to purchase the land under the lease.

Count 4 – Common Law Fraud

51. Plaintiffs repeat and re-allege the foregoing paragraphs as if fully set forth herein.

52. Defendants made material false and fraudulent representations and/or misrepresented material facts to Plaintiff.

53. Specifically, Defendants Muse and Morin represented that he was able to make his initial capital contribution of \$75,000. Defendants knew that Morin did not have \$75,000, and they knew and intended that Plaintiff would rely on that misrepresentation, so that Defendants could benefit from Plaintiff's \$75,000, and from Plaintiff's knowledge and experience in running establishments such as the Club.

54. Plaintiff reasonably relied on Defendants' misrepresentations, and invested his own capital contribution to his detriment. If Plaintiff had known that Morin was misrepresenting his financial status, Plaintiff would not have entered into the Company Agreement.

55. As a proximate result of Defendants' misrepresentations, Plaintiffs have suffered financial injuries in excess of the minimum jurisdictional limits of the Court.

Count 5 – Conspiracy to Commit Fraud

56. Plaintiffs repeat and re-allege the foregoing paragraphs as if fully set forth herein.

57. Defendants have conspired with each other to defraud Plaintiffs.

58. Defendants were members of a group of two or more persons. The object of the group was to accomplish an unlawful purpose, namely, to induce Plaintiff into contributing capital, experience and knowledge to the group, then to abscond with the fruits of Plaintiff's hard work. Defendants had a meeting of the minds to accomplish this goal, and at least one member committed an unlawful overt act to further the object or course of the conspiracy, specifically, stealing money from MMM's bank accounts to use personally. As a result of the conspiracy, Plaintiffs suffered financial damages.

Count 6- Aiding and Abetting Breach of Fiduciary Duty

59. Plaintiffs repeat and re-allege the foregoing paragraphs as if fully set forth herein.

60. Defendants Morin and Muse breached their fiduciary duties to Plaintiff by excluding him from the MMM business, and diverting revenues from the MMM business to their new company, EZ 365, in violation of MMM's operating agreement. Defendants EFJFM, Loop 410 Development, and Jose Fong, knew Defendants Morin and Muse were in breach of their fiduciary duties to Plaintiff. Defendant EFJFM knew Plaintiff Scheiler and Defendants Morin and Muse were equal equity members in MMM, yet nonetheless allowed, even coerced, Defendants Morin and Muse, and their new business Defendant EZ 365, to continue to operate VP to the

exclusion of Plaintiff. Defendants EFJFM, Loop 410 Development, Jose Fong, knew these acts would violate Defendants Morin and Muse's fiduciary duties to Plaintiff. Furthermore, Defendant Jose Fong encouraged Defendants Morin and Muse to breach their fiduciary duties to Plaintiff by telling them to exclude Plaintiff from MMM's business, or he would foreclose EFJFM's security interest on the note, and evict them from the lease. Defendant EFJFM furthered that encouragement by sending a letter notifying all three parties of default and threatening to excise all legal rights under the Security Agreement and Uniform Commercial Code. Moreover, Defendants EFJFM, Loop 410 Development, VP Times, and Jose Fong, substantially assisted Defendants Morin and Muse's breach of fiduciary duties by allowing Defendants Morin and Muse to continue to operate the Club under a new business entity, Defendant EZ 365.

61. Furthermore, Defendants EFJFM, Loop 410 Development, VP, and Jose Fong all were aware they were participating in Defendants Morin and Muse's breaches of fiduciary duty, and substantially facilitated the breaches. As a result, Plaintiff has suffered damages.

Count 7 – Conspiracy to Breach Fiduciary Duty

62. Plaintiffs repeat and re-allege the foregoing paragraphs as if fully set forth herein.

63. All defendants, Muse, Morin, Loop 410 Development, EF JFM, VP, and Fong have conspired with each other to breach the fiduciary duty owed to MMM.

64. Defendants were members of a group of two or more persons. The object of the group was to accomplish an unlawful purpose, namely, to breach the fiduciary duties owed to Plaintiff MMM of loyalty, and of refraining from competition with the partnership. Defendants had a meeting of the minds to accomplish this goal, and at least one member committed an unlawful overt act to further the object or course of the conspiracy, specifically, stealing money

from MMM's bank accounts to use personally. As a result of the conspiracy, Plaintiffs suffered financial damages.

**REQUEST FOR TEMPORARY RESTRAINING ORDER, and
APPLICATION FOR TEMPORARY INJUNCTION AND PERMANENT INJUNCTION**

65. Plaintiffs hereby adopt and re-allege each and every allegation previously set forth in this Petition as if fully set forth herein.

66. Plaintiffs are entitled to a temporary restraining order to restore the *status quo*; and Plaintiffs are entitled to temporary and permanent injunctive relief to prevent the Defendants from moving any more monies out of MMM's accounts; to prevent Defendants from moving any monies out of EZ 365 or VP Times accounts, to prevent the Defendants from forcing a foreclosure on the Security Agreement or evicting Plaintiffs from the leased premises; and to prevent Defendants from breaching the lease between VP and Loop 410 Development.

The Status Quo

67. Plaintiffs ask the Court to grant a temporary restraining order and a temporary injunction to maintain the *status quo* of having Plaintiff MMM's funds not removed from its bank accounts, and providing Plaintiffs with full access to the property and business of the Club.

68. Specifically, Plaintiffs ask the Court to enjoin Defendants from moving any money out of MMM's, EZ 365's, of VP's accounts into any other company or individual, except for (a) payment of reasonable operating expenses for the Club, and (b) paying the \$75,000 owed EF JFM on the note; from freezing out Plaintiff Scheiler, excluding him from the Club property, and excluding him from the operation of the Club's business; and to immediately repay all monies taken out of MMM's accounts back in to MMM.

69. Plaintiffs further ask the Court to enjoin all officers, directors, agents, and employees of the Club, MMM, EZ 365, or VP from depositing all funds, whether by cash, check,

or credit or debit card, or some other means, earned in the course of the Club's business into any account other than the MMM Wells Fargo bank account ending in XXXX9627, which is the account used by the Club prior to the events giving rise to this lawsuit.

70. Plaintiff further ask the Court to enjoin Defendants from denying Plaintiffs full access to the club premises and business, and to provide Plaintiffs will all combinations, codes, passwords, and copies of keys necessary for the operation of the Club business.

71. Plaintiff further asks the Court to enjoin Defendants from preventing Plaintiffs from establishing new merchant processing accounts to ensure funds received by way of credit card, debit card, and similar means, are properly deposited into the MMM Wells Fargo bank account ending in XXXX9627.

72. Plaintiffs further ask the Court to enjoin Defendant EFJFM from foreclosing on the Security Agreement.

73. Plaintiff further asks the Court to Defendant Loop 410 Development from declaring the lease agreement in default and locking out or evicting, or attempting to lock out or evict, Plaintiffs from the Club premises.

Plaintiffs' Causes of Action

74. As set forth in more detail above, Plaintiffs' causes of action set out the terms of the Company Agreement, fraudulent acts to induce Plaintiff to enter into the contract, and fraud before and after the contract was executed.

Probable Right of Relief Sought

75. Plaintiffs have a high probability of success on the merits of establishing that the Defendants breached the Company Agreement by not making an initial capital contribution, and knowingly defrauding Plaintiff out of his contribution. Further, Plaintiffs have a probable right to

relief regarding Defendants breaching their fiduciary duties to both Plaintiffs, by taking money out of MMM's accounts, and forming a competing business, EZ 365.

Probable, Imminent, and Irreparable Injury in the Interim

76. If Defendants are not required to repay the money stolen from MMM's accounts, then EFJFM will foreclose on the Stock Pledge and Security Agreement, effectively destroying Plaintiff Scheiler's ownership interest in VP, and in the Club into which he has poured countless hours and work. Further, MMM will not be able to use the exclusive licenses held by VP. More importantly, Plaintiffs will be prevented from exercising the option to purchase land, as laid out in the lease.

77. If Defendants are not prevented from removing more money from MMM's accounts, and are not prevented from competing with MMM with EZ 365, Plaintiff MMM will suffer irreparable harm to its business, causing it to collapse.

No Adequate Remedy at Law

78. Under CPRC §65.011, when irreparable injury to real property is threatened, injunctive relief is authorized irrespective of any remedy at law.

79. However, if the *status quo* is not restored and maintained, Defendants will continue leeching money from MMM, and will cause a foreclosure of the Security Agreement. Once the foreclosure has occurred, no remedy at law will make Plaintiffs whole again.

Bond

80. Due to the imminent harm to Plaintiffs should Defendants' actions continue, and due to the relatively low imposition on Defendants of not committing further fraudulent acts, Plaintiffs request this court set a nominal bond of not more than \$500.

REQUEST FOR DISCLOSURE

81. Under the provisions of Texas Rule of Civil Procedure 194, Plaintiffs request that Defendants disclose, within **50 days** of the service of this request, the information or material described in Rule 194.2.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray this Court to grant all relief requested herein, and all such other and further relief, in law or in equity, to which Plaintiffs, Michael Scheiler and MMM 410 Bar & Grill, LLC, may show themselves to be justly entitled.

Respectfully submitted,

VETHAN LAW FIRM, PC

By: /s/ Charles M.R. Vethan

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EXHIBIT INDEX

- Exhibit A: Company Agreement (if signed, then great)
- Exhibit B: Stock Purchase Agreement
- Exhibit C: Stock Pledge and Security Agreement.
- Exhibit D: July 28 Letter from ScottHulse Attorney
- Exhibit E: Rule 11 agreement re: foreclosure
- Exhibit F: Lease Agreement
- Exhibit G: Certificate of Formation – EZ Bar & Grill
- Exhibit H: Bank Account records from MMM
- Exhibit I: Affidavit of Linda Marie Tijerina

Exhibit A

COMPANY AGREEMENT
MMM 410 BAR AND GRILL, LLC,
a Texas Limited Liability Company

This Company Agreement of MMM 410 BAR AND GRILL, LLC. is executed as of _____, 2017____ (the "Effective Date") by the persons who sign and are identified as "Members" in this Agreement.

ARTICLE I
DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with reference to any person, any other person controlling, controlled by or under direct or indirect common control with such person.

"Agreement" means this Company Agreement, as amended from time to time.

"Assignee" means a person who receives a Transfer of all or a portion of the Membership Interest of a Member, but who has not been admitted to the Company as a Member.

"Bankrupt Member" means (except to the extent a Simple Majority consents otherwise) any Member (a) that (i) makes an assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the Member a reorganization, arrangement, composition, readjustment, liquidation, dissolution, termination, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a Proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member's or of all or any substantial part of the Member's properties; or (b) against which a Proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and one hundred twenty (120) days have expired without dismissal thereof or with respect to which, without the Member's consent or acquiescence, a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties has been appointed and ninety (90) days have expired without the appointment's having been vacated or stayed, or ninety (90) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are closed.

"Capital Account" means a capital account maintained for a Member as provided by Treasury Regulation 1.704-1(b)(2)(iv) of the Regulations of the Internal Revenue Service.

"Capital Contribution" means the amount of money and the Net Value of property other than money contributed to the Company by a Member.

"Capital Commitment" of a Member represents the aggregate amount of capital that such Member has agreed to contribute to the Company.

"Certificate of Formation" means the initial, amended, and restated certificate of formation of the Company.

"Company" means *MMM 410 BAR AND GRILL, LLC*, a Texas limited liability company.

"Default Interest Rate" means a rate per annum equal to the lesser of (a) ten percent (10%) plus the prime rate published in The Wall Street Journal on the day the rate is determined (or the most recent day on which The Wall Street Journal was published if the paper is not published on the day the rate is determined), or, (b) the maximum rate permitted by applicable law.

"Former Member" means any person who had executed this Agreement, as of the date of this Agreement as a Member, or hereafter admitted to the Company as a Member, as provided in the Agreement, but who is no longer a Member of the Company; however, this term does not include a person who ceases to be a Member as a result of bankruptcy, default or expulsion.

"Fundamental Business Transaction" has that meaning assigned to it by the definitions in the TBOC, as may be amended from time to time, and includes (a) a merger, (b) an interest exchange, (c) a conversion, or (d) a sale of all or substantially all of an entity's assets (with or without good will), other than in the usual and regular course of the Company's business.

"General Interest Rate" means a rate per annum equal to the lesser of (a) the prime rate published in The Wall Street Journal on the day the rate is determined (or the most recent day on which The Wall Street Journal was published if the paper is not published on the day the rate is determined), or, (b) the maximum rate permitted by applicable law.

"Internal Revenue Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Manager" means any person named in the Certificate of Formation as an initial Manager of the Company and any person hereafter elected as a Manager of the Company as provided in this Agreement, but does not include any person who has ceased to be a Manager of the Company.

"Member" means any person executing this Agreement as of the date of this Agreement as a Member or hereafter admitted to the Company as a Member as provided in this Agreement, but does not include any person who has ceased to be a Member of the Company.

"Membership Interest" means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve.

"Net Value" means, in connection with a Capital Contribution of property, the value of the asset less any indebtedness to which the asset is subject when contributed.

"Percentage Interest" means the ratio in which the Members shall share profits and losses, as provided in this Agreement. The sum of the Members' Percentage Interests shall be one hundred percent (100%).

"Person" means any business entity, trust, estate, executor, administrator, or individual.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative.

"Simple Majority" means one or more Members having among them more than fifty percent (50%) of the Percentage Interests of all Members.

"Super Majority" means one or more Members having among them more than sixty-six and sixty-seven hundredths percent (66.67%) of the Percentage Interests of all Members.

"TBOC" means the Texas Business Organizations Code, including any successor statute, as amended from time to time.

"Transfer" means any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other form of transfer of a Membership Interest or any portion of a Membership Interest, whether voluntary or involuntary, whether attempted or completed, and whether during the transferor's lifetime or upon or after the transferor's death, including by operation of law, court order, judicial process, foreclosure, levy or attachment.

Other terms defined herein have the meaning so given them.

ARTICLE II ORGANIZATION

2.01 Formation. The Company has been organized as a Texas limited liability company by filing a Certificate of Formation with the Secretary of State of Texas, which may be amended or restated from time to time.

2.02 Name. The name of the Company is "**MMM 410 BAR AND GRILL** , LLC" and all Company business must be conducted in that name or such other names that comply with applicable law as the Managers may select from time to time.

2.03 Registered Office and Registered Agent. The registered office of the Company required by the TBOC to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Managers may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other person or persons as the Managers may designate from time to time in the manner provided by law.

2.04 Principal Office and Other Offices. The principal office of the Company in the United States shall be at such place as the Managers may designate from time to time, which need not be in the State of Texas. The Company may have such other offices as the Managers may designate from time to time.

2.05 Purposes. The primary purposes of the Company shall be any lawful purpose which may be undertaken by the Company in accordance with the applicable provisions of the Texas Business Organizations Code.

2.06 Powers. The Company shall have all powers necessary, suitable or convenient for the accomplishment of the purposes of the Company, including without limitation (a) to make and perform all contracts; (b) to borrow or lend money and secure payment thereof; (c) to engage in all activities and transactions; and (d) to have all powers available to a limited liability company under (i) the TBOC, (ii) any other laws in the State of Texas, and (iii) the laws of any other jurisdiction where the Company conducts business.

2.07 Foreign Qualification. Prior to the Company's conducting business in any jurisdiction other than Texas, the Managers shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Managers, each Member shall immediately execute, acknowledge, swear to, and

deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.08 Term. The Company will commence as provided in the Certificate of Formation for the Company filed with the Secretary of the State of Texas, and will continue until the Company terminates under the terms of this Agreement.

2.09 Mergers and Exchanges. The Company may be a party to a merger, an exchange, or acquisition under the TBOC, subject to the requirements of this Agreement.

2.10 No State-Law Partnership. The Members intend that the Company not be a partnership, a limited partnership, or a joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

ARTICLE III MEMBERSHIP

3.01 Initial Members, Capital Commitments, and Percentage Interests. The persons listed on Exhibit A are hereby admitted to the Company as a Member, effective contemporaneously with the Effective Date of formation of the Company. Set forth opposite the name of each Member listed on Exhibit A is such Member's Capital Commitment and its Percentage Interest. Exhibit A may be amended from time to time to reflect changes in or additions to the membership of the Company. Any such amended Exhibit A shall (a) supersede all prior Exhibit A's, (b) become part of this Agreement, and (c) be kept on file at the principal office of the Company. Each Member represents that the Member is acquiring an interest in the Company for the account of such Member and not with a view to distribution thereof within the meaning of the Securities Act of 1933, as amended, or any state securities laws. The Member will not transfer such interest in contravention of that act or any applicable state or federal securities laws.

3.02 Additional Members. Additional persons may be admitted to the Company as Additional Members on such terms and conditions as shall be determined by unanimous consent of the Managers. The terms of admission or issuance must specify the Percentage Interests and the Capital Commitments applicable thereto. The terms of admission or issuance may also provide for the creation of different classes or groups of Members and having different rights, powers, and duties. The Managers shall reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties, and such an amendment need be executed only by the Managers.

3.03 Member Rights Specified in Agreement. Except as otherwise specifically provided in this Agreement, no Member shall have the right (a) to sell, transfer or assign its interest in the Company; (b) to require partition of the property of the Company; (c) to compel the sale of Company assets; or (d) to cause the winding up of the Company.

3.04 Representations and Warranties. Each Member hereby represents and warrants to the Company and each other Member that, if that Member is a business entity: (a) that Member is duly organized, validly existing, and in good standing under the law of the state of its organization; (b) that Member is duly qualified to do business in the jurisdiction of its principal place of business; (c) that Member has full power and authority to execute and agree to this Agreement and to perform its obligations hereunder; (d) all necessary actions by the board of directors, shareholders, members, managers or other representative of that Member necessary for the due authorization, execution, delivery, and performance of this Agreement have been duly taken; and (e) that Member's authorization, execution, delivery, and performance of this Agreement do not conflict with any other agreement or arrangement to which that Member is a party or by which it is bound.

3.05 No Authority. Except as otherwise specifically provided in this Agreement, no Member (other than a Manager or an officer) has the authority or power to (a) transact business in the name of or on behalf of the Company, (b) bind or obligate the Company, or (c) incur any expenditures on behalf of the Company.

3.06 Liability to Third Parties. No Member or Manager shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

3.07 Withdrawal. A Member may withdraw from the Company with sixty (60) days notice to the Managers of the Company, subject to winding up or termination as provided in Article XVI of this Agreement.

ARTICLE IV CAPITAL CONTRIBUTIONS

4.01 Initial Contributions. Contemporaneously with the execution of this Agreement, each Member shall make the initial Capital Contribution described for that Member in Exhibit A.

4.02 No Further Contributions. No Member shall be required to make any Capital Contributions other than those specifically described by this Agreement, unless agreed to in writing by the contributing Member or required by the TBOC.

4.03 Return of Contributions. No Member is entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member.

4.04 Loans by Members. If the Company does not have sufficient cash to pay its obligations, any Member that may agree to do so with the Managers' consent may advance all or part of the needed funds to or on behalf of the Company. An advance described in this paragraph constitutes a loan from the Member to the Company, bears interest at the General Interest Rate from the date of the advance until the date of payment, and is not a Capital Contribution.

4.05 Capital Accounts. A Capital Account shall be established and maintained for each Member. The Capital Account of each Member:

(a) shall consist of (i) the amount of money contributed by that Member to the Company, and (ii) the fair market value of property contributed by that Member to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code);

(b) shall be increased by allocations to that Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulation § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treasury Regulation § 1.704-1(b)(4)(i); and

(c) shall be decreased by (i) the amount of money distributed to that Member by the Company, (ii) the fair market value of property distributed to that Member by the Company (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under section 752 of the Internal Revenue Code), (iii) allocations to that Member of expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code, and (iv) allocations of Company loss and deduction (or items thereof), including loss and deduction described in Treasury Regulation § 1.704-1(b)(2)(iv)(g), but excluding items described in clause (c)(iii) above and loss or deduction described in Treasury Regulation § 1.704-1(b)(4)(i) or § 1.704-1(b)(4)(iii).

The Capital Account of each Member also shall be maintained and adjusted as permitted by the provisions of Treasury Regulation § 1.704-1 (b)(2)(iv)(t) and as required by the other provisions of Treasury Regulation § 1.704-1(b)(2)(iv) and 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for tax purposes, as required by Treasury Regulation § 1.704-1(b)(2)(iv)(g). A Member that has more than one Membership Interest shall have a single Capital Account that reflects all its Membership Interests, regardless of the class of Membership Interests owned by that Member and regardless of the time or manner in which those Membership Interests were acquired. On the transfer of all or part of a Membership Interest, the Capital Account of the transferor that is attributable to the transferred Membership Interest or part thereof shall carry over to the transferee Member in accordance with the provisions of Treasury Regulation § 1.704-1 (b)(2)(iv)(l).

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS

5.01 Allocations.

(a) Except as may be required by Section 704(c) of the Internal Revenue Code and Treasury Regulation § 1.704-1 (b)(2)(iv)(f)(4), all items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their Percentage Interests.

(b) All items of income, gain, loss, deduction, and credit allocable to any Membership Interest that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that Membership Interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Section 706 of the Internal Revenue Code and the regulations thereunder.

(c) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, items of the Company's income and gain shall be specially allocated as a qualified income offset to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this paragraph 5.01 (c) shall be made only if and to the extent that such Member has an Adjusted Capital Account Deficit after all other allocations provided for in this Article have been tentatively made as if this paragraph 5.01(c) were not in this Agreement.

5.02 Distributions.

(a) From time to time (but at least once each calendar quarter) the Managers shall determine in their reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve. If such an excess exists, the Managers shall cause the Company to distribute to the Members, in accordance with their Percentage Interests, an amount in cash equal to that excess.

(b) From time to time the Managers also may cause property of the Company other than cash to be distributed to the Members, which distribution must be made in accordance with their Percentage Interests and may be made subject to existing liabilities and obligations. Immediately prior to such a distribution, the Capital Accounts of the Members shall be adjusted as provided in Treasury Regulation § 1.704-1(b)(2)(iv)(f).

ARTICLE VI MANAGEMENT

6.01 Management by Managers. Except for situations in which the approval of the Members is required by this Agreement or by nonwaivable provisions of applicable law, and subject to the provisions of paragraph 6.02 of this Agreement, the Managers shall have the sole and exclusive control of the management, business and affairs of the Company, and the Managers shall make all decisions and take all actions for the Company not otherwise provided for in this Agreement, including, without limitation, the following:

- (a) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder, including a Fundamental Business Transaction;
- (b) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;
- (c) maintaining the assets of the Company in good order;
- (d) collecting sums due the Company;
- (e) to the extent that funds of the Company are available therefor, paying debts and obligations of the Company;
- (f) acquiring, utilizing for Company purposes, and disposing of any asset of the Company;
- (g) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt;
- (h) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;
- (i) obtaining insurance for the Company;
- (j) determining distributions of Company cash and other property as provided in paragraph 5.02 of this Agreement;
- (k) establishing a seal for Company; and

(l) designating one or more committees, each of which shall be comprised of one or more Managers, to exercise any authority of the Managers in the management, business and affairs of the Company.

6.02 Restrictions. Notwithstanding the provisions of paragraph 6.01 of this Agreement, the Managers may not cause the Company to do any of the following without complying with the applicable requirements set forth below:

(a) enter into a Fundamental Business Transaction, without complying with the applicable procedures set forth in the TBOC regarding approval by the Members (unless such provision is rendered inapplicable by another provision of applicable law);

(b) do any act in violation of this Agreement;

(c) admit a Member, except as expressly permitted by this Agreement;

(d) do any act which requires the prior approval of the Members;

(e) possess Company property or assign rights in Company property, other than for a Company purpose; or

(f) amend this Agreement, except as expressly permitted by this Agreement.

6.03 Conflicts of Interest. Subject to the other express provisions of this Agreement, each Manager, Member and officer of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member, Manager or officer the right to participate therein. The Company may transact business with any Manager, Member, officer or Affiliate thereof, provided the contract or transaction is fair to the Company as of the time it is authorized or ratified by Managers or Members, as the case may be.

6.04 Number and Term of Office. The number of Managers of the Company shall be determined from time to time by resolution of the Managers, and shall consist of at least one (1); provided, however, that no decrease in the number of Managers that would have the effect of shortening the term of an incumbent Manager may be made by the Managers. If the Managers make no such determination, the number of Managers shall be the number set forth in the Certificate of Formation as the number of Managers constituting the initial Managers. Each Manager shall hold office for the term for which he is elected and thereafter until his successor shall have been elected and qualified, or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Formation, Managers need not be Members or residents of the State of Texas.

Exhibit B

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "*Agreement*") is entered into this 21st day of June, 2017 by and between EFJFM, LLC, a Texas limited liability company ("*Seller*") and CHRISTOPHER MICHAEL MUSE ("*Muse*"), CHRIS GEORGE MORIN ("*Morin*") and MICHAEL WILLIAM SCHEILER ("*Scheiler*"). Muse, Morin and Scheiler are collectively referred to herein as "*Buyer*".

RECITALS:

WHEREAS, the VP Times, Inc. is a Texas corporation (the "*Company*") and owns and operates *Vanity Factory* (the "*Club*"), a night club presently offering alcoholic beverages, food and entertainment designed to appeal to an adult audience;

WHEREAS, the Club is located at Lot 5, NCB 14064, Oxford Square Subdivision, Unit #5, City of San Antonio, Bexar County, Texas, also known as 2831 N.W. Loop 410, San Antonio, Texas 78230 (the "*Premises*");

WHEREAS, Seller owns five hundred (500) shares of the Company (the "*Shares*"), which represent 100% of the Shares of the Company presently issued and outstanding; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of the Shares for such amount and upon such terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements, and the respective representations and warranties herein contained, and on the terms and subject to the conditions herein set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF SHARES

Section 1.1 Sale of Interests. Subject to the terms, conditions and exceptions set forth in this Agreement, Seller hereby sells, transfers and conveys to Buyer all of the Shares of the Company, each Buyer to receive one-third (1/3) of the Shares, or as otherwise directed by Buyer, free and clear of all encumbrances, subject to the terms of this Agreement.

Section 1.2 Purchase Price. In consideration for the transfer by Seller to Buyer of the Shares, Buyer agrees to pay to Seller the total amount of Three Hundred Seventy Five Thousand and No/100ths Dollars (\$375,000.00), legal currency of the United States of America (the "*Purchase Price*"), to be paid as set forth in Section 1.3 below.

Section 1.3. Method of Payment. At the Closing (defined below), Buyer hereby agrees to:

- (i) pay Seller the sum of One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) in cash or other immediately available funds;
- (ii) execute and deliver to Seller a promissory note, substantially in the form of Exhibit 3(i) attached hereto (the "*Note 1*"), payable to the order of Seller in the original principal amount of Seventy-Five Thousand and No/100ths Dollars (\$75,000.00), whereby the entire amount of Note 1 will be paid-off by Buyer on or before thirty (30) days after the Closing Date; and

- (iii) execute and deliver to Seller a promissory note, substantially in the form of Exhibit 3(ii) attached hereto (the "Note 2"), payable to the order of Seller in the original principal amount of One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00), whereby the entire amount of Note 2 will be paid-off by Buyer pursuant to the terms and conditions of such Note 2.

Note 1 and Note 2 are collectively referred to in this Agreement as the "Notes". The Notes shall be secured by: (a) a Stock Pledge and Security Agreement substantially in the form of Exhibit 3(iii) attached hereto (the "Stock Pledge"); (b) Seller retaining possession of the Shares; (c) a blank stock power substantially in the form of Exhibit 3(iv) attached hereto executed by each of Christopher Muse, Chis George Morin and Michael William Scheiler (the "Stock Power"). All amounts to be paid by Buyer hereunder shall be paid in cash or other immediately available funds.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER AND THE COMPANY

Seller hereby represents and warrants to Buyer, as of the effective date of this Agreement and as of the Closing Date as follows:

Section 2.1 Organization Good Standing and Qualification. Each of the Seller and the Company (i) is an entity duly organized, validly existing and in good standing under the laws of the State of Texas; (ii) has all requisite power and authority to carry on its business; and (iii) is duly qualified to transact business and is in good standing in all jurisdictions where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to do so would not have a material adverse effect to the Buyer or the Company. There is no preferred stock or other interest authorized or issued and there is no other class of ownership interest authorized or issued by the Company. All of the issued and outstanding Shares in the Company are owned by Seller and are fully paid and non-assessable. None of the Shares issued is in violation of any preemptive rights. The Company has no obligation to repurchase, reacquire, or redeem any of its outstanding Shares. There are no outstanding securities convertible into or evidencing the right to purchase or subscribe for any shares or other interest in the Company; there are no outstanding or authorized options, warrants, calls, subscriptions, rights, commitments or any other agreements of any character obligating the Company to issue any membership or other interest or any securities convertible into or evidencing the right to purchase or subscribe for any such interest; and there are no agreements or understandings with respect to the voting, sale, transfer or registration of any interest in the Company.

Section 2.2 Subsidiaries. The Company has no subsidiary.

Section 2.3 Ownership of the Shares. Seller owns, beneficially and of record, all of the Shares of the Company, free and clear of any liens, claims, equities, charges, options, rights of first refusal, or encumbrances. Seller has the unrestricted right and power to transfer, convey and deliver full ownership of the Shares without the consent or agreement of any other person and without any designation, declaration or filing with any governmental authority. Upon the transfer of the Shares to Buyer, Buyer will receive good and valid title thereto, free and clear of any liens, claims, equities, charges, options, rights of first refusal, encumbrances or other restrictions (except those imposed by applicable securities laws). In the event of any dispute arising as to the ownership of the shares hereby transferred, Seller agrees to indemnify and hold Buyer, and its members, managers, employees, and agents, harmless from any claim arising therefrom.

Section 2.4 Authorization. Seller represents that he has the full power, capacity and authority to enter into this Agreement and perform the obligations contemplated hereby. All action on the part of the Company and the Seller necessary for the authorization, execution, delivery and performance of this Agreement by the Company and the Seller has been taken or will be taken at the Closing. The Company and the Seller have the requisite power and authority to execute, deliver and perform the covenants set forth in this Agreement. This Agreement, when duly executed and delivered in accordance with its terms, will constitute a valid and binding obligation of the Company and Seller, enforceable against them in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, and other similar laws of general application relating to or affecting creditors' rights and to general equitable principles.

Section 2.5 Consents. All permits, consents, approvals or authorizations of, or designations, declarations or filings with, any governmental authority or any other person or entity that may be required on the part of the Seller or the Company in connection with the execution and delivery by the Seller or the Company of this Agreement or the consummation and performance of the covenants herein have been obtained.

Section 2.6 Disclosure. No representation or warranty of Buyer contained herein (including the exhibits hereto) contains any untrue statement or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

Section 2.7 Absence of Proceedings. No action, suit or proceeding by or before any court or any governmental or regulatory authority has been commenced and no investigation by any governmental or regulatory authority has been commenced seeking to restrain, prevent or challenge the transactions contemplated hereby or seeking judgments against Seller

Section 2.8 Company Assets. The assets of the Company include (collectively the "Assets"): the lease of the Premises (**Exhibit A**) ("Lease"); its inventory of beverages and food (**Exhibit B**); supplies (**Exhibit C**); insurance policies (**Exhibit D**); and except as same may constitute property of the landlord under said Lease, all furniture, fixtures and equipment within or upon the Premises (**Exhibit E**); all of which remain assets of the Company in their present condition. Seller makes no representation to Buyer as to the condition of the Assets, which Buyer accepts as is, with all faults and without warranty of any kind or nature, express or implied.

Section 2.9 Bank Deposits and Cash On-Hand. The Assets of the Company **do not include** the following amounts as they exist immediately prior to the Closing Date: (a) cash on hand; (b) the net balance in any checking or other deposit accounts; (c) cash in the ATM; and (d) any amounts due the Company from transactions or events occurring prior to Closing Date, all of which, Buyer acknowledges and agrees, shall be delivered to Seller at or before Closing, or, if due but unpaid, upon receipt. Furthermore, the Assets of the Company **do not include** any and all rights and ownership interests in the trade name "Pluck U Wings" and in all of the recipes, know-how and trade secrets associated with, and part of, the business of "Pluck U Wings".

Section 2.10 Lease and Note Payments Current. Seller warrants that the Lease of the Premises of the *Club*, held by the Company, is not in default and that rent has been paid as of Closing for the through the Closing Date. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Lease will be terminated before the Closing Date and a new lease will be executed pursuant to Section 6.16 of this Agreement.

Section 2.11 Debts and Obligations. Except as set forth in this instrument, Seller warrants that all debts and obligations of the Company have been fully satisfied as of Closing and that there remains no claim, debt or other obligation on the part of Seller or the Company in connection with the *Club*.

Section 2.12 Condition of Business. Seller makes no representation to Buyer as to the condition of the business of the Company or the *Club*, and specifically as to the income or profitability of same. Seller makes no representation to Buyer as to the profitability or potential profitability of any entity sold and purchased in this transaction.

Section 2.13 Condition of Premises. Seller makes no representation to Buyer as to the condition of the Premises, which Buyer accepts as is and without fault or warranty of any kind or nature, express or implied.

Section 2.14 Brokerage Commission. No broker or finder has acted on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no person is entitled to any brokerage or finder's fee or compensation in respect thereof based in any way on agreements, arrangements or understandings made by or on behalf of Seller.

Section 2.15 Non-Reliance. Except for the representations and warranties contained in this Article II, Seller, nor any other person on behalf of Seller, make any other express or implied representation or warranty on behalf of or with respect to the Company, the *Club* or the business of the Company, and Seller hereby disclaims any other representation or warranty not contained in this Article II.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller, as of the effective date of this Agreement and as of the Closing Date, as follows:

Section 3.1 Authorization. Buyer represents that it has full power, capacity, and authority to enter into this transaction and perform the obligations contemplated hereby. All actions on the part of Buyer necessary for the authorization, execution, delivery and performance of this transaction by it has been taken prior to Closing. This Agreement when duly executed and delivered in accordance with its terms, will constitute and contain legal, valid and binding obligations of Buyer enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization and other similar laws of general application affecting creditors' rights generally or by general equitable principles.

Section 3.2 No Breaches or Defaults. The execution, delivery, and performance of this instrument by Buyer does not: (i) conflict with, violate, or constitute a breach of or a default under or (ii) require any authorization, consent, approval, exemption, or other action by or filing with any third party or governmental authority under any provision of (a) any applicable local, state or federal legal requirement, (b) any credit or loan agreement, promissory note, or (c) any other agreement or instrument to which Buyer is a party.

Section 3.3 Consents. No permit, consent, approval or authorization of, or designation, declaration or filing with, any governmental authority or any other person or entity is required on the part of Buyer in connection with the execution and delivery by Buyer of this instrument or the consummation and performance of the transactions contemplated hereby, other than as may be required under federal securities laws.

Section 3.4 Disclosure. No representation or warranty of Buyer contained herein (including the exhibits hereto) contains any untrue statement or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

Section 3.5 Absence of Proceedings. No action, suit or proceeding by or before any court or any governmental or regulatory authority has been commenced and no investigation by any governmental or regulatory authority has been commenced seeking to restrain, prevent or challenge this transaction or seeking judgments against Buyer.

Section 3.6 Brokerage Commission. No broker or finder has acted on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no person is entitled to any brokerage or finder's fee or compensation in respect thereof based in any way on agreements, arrangements or understandings made by or on behalf of Buyer.

Section 3.7 Company Assets and Premises. Buyer hereby represents, warrants, acknowledges and agrees that the Assets, Company books and records and the Premises have been adequately inspected by Buyer and that Buyer purchases the Shares of the Company accepting the Assets, Company books and records and the Premises in an "AS IS" and WITH ALL FAULTS" condition as of the Closing Date. Buyer further represents, warrants, acknowledges and agrees that the rights and ownership interests in the trade name "Pluck U Wings" and in all of the recipes, know-how and trade secrets associated with, and part of, the business of "Pluck U Wings" (i) are not included as part of the Assets and shall not be transferred to Buyer as part of the transactions contemplated under this Agreement, and (ii) shall at all times remain in the name of Jose A. Fong.

ARTICLE IV INDEMNIFICATION

Section 4.1 Indemnification from Seller and the Company. Seller hereby agrees to and shall indemnify, defend (with legal counsel reasonably acceptable to Buyer), and hold Buyer, its officers, directors, employees, members, , managers, affiliates, assigns, agents and legal counsel (collectively, the "Buyer Group") harmless from and against any and all actions, suits, claims, demands, debts, liabilities, obligations, losses, damages, costs, expenses, penalties or injury (including reasonable attorneys' fees and costs of any suit related thereto) suffered or incurred by any of the Buyer Group arising from: (a) any misrepresentation by, or breach of any covenant or warranty of the Seller contained in this Agreement, or any exhibit, certificate, or other instrument furnished or to be furnished by Seller hereunder; (b) non-fulfillment of any agreement on the part of Seller under this Agreement; (c) any liability or obligation owing to any third party by Seller or the Company incurred prior to the Closing Date; or (d) any suit, action, proceeding, claim or investigation against Buyer which arises from or which is based upon or pertaining to Seller's or the Company's conduct or the operation or liabilities of the business or the Company prior to Closing.

Section 4.2 Indemnification from Buyer. Buyer agrees to and shall indemnify, defend (with legal counsel reasonably acceptable to Seller) and hold Seller, his employees, agents, affiliates, legal counsel, successors and assigns (collectively, the "Seller's Group") harmless from and against any and all actions, suits, claims, demands, debts, liabilities, obligations, losses, damages, costs, expenses, penalties or injury (including reasonable attorney's fees and costs of any suit related thereto) suffered or incurred by any of the Seller's Group, arising from: (a) any misrepresentation by, or breach of any covenant or warranty of Buyer contained in this Agreement or any exhibit, certificate, or other agreement or instrument furnished or to be furnished by Buyer hereunder; (b) non-fulfillment of any agreement on the part of Buyer under this Agreement; (c) any matter related to the Company after the Closing Date; (d)

any liability or obligation owing to any third party by Buyer or the Company incurred on or after the Closing Date; or (e) any suit, action, proceeding, claim or investigation against Seller which arises from or which is based upon or pertaining to Buyer's conduct or the operation of the business of the Company subsequent to Closing.

Section 4.3 Defense of Claims. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable (and in any event not less than fifteen (15) days prior to any hearing date or other date by which action must be taken); provided that the failure of any indemnified party to give timely notice shall not affect rights to indemnification hereunder except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, the indemnifying party shall be entitled, if it so elects, to take control of the defense and investigation of such lawsuit or action and to employ and engage attorneys of its own choice to handle and defend the same, at the indemnifying party's cost, risk and expense; and such indemnified party shall cooperate in all reasonable respects, at its cost, risk and expense, with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost, participate in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. The indemnifying party shall not, without the prior written consent of the indemnified party, effect any settlement of any proceeding with regard to which any indemnified party is a party and indemnity has been sought hereunder unless such settlement of a claim, investigation, suit, or other proceeding only involves a remedy for the payment of money by the indemnifying party and includes an unconditional release of the indemnified party from all liability on claims that are the subject matter of such proceeding.

Section 4.4 Default of Indemnification Obligation. If an entity or individual having an indemnification, defense and hold harmless obligation, as provided above, shall fail to assume such obligation, then the party or entities or both, as the case may be, to whom such indemnification, defense and hold harmless obligation is due shall have the right, but not the obligation, to assume and maintain such defense (including reasonable attorney fees and costs of any suit related thereto) and to make any settlement or pay any judgment or verdict as the individual or entities deem necessary or appropriate in such individuals' or entities' absolute sole discretion and to charge the amount of any such settlement, payment, expense and costs, including reasonable attorneys' fees, to the entity or individual that had the obligation to provide such indemnification, defense and hold harmless obligation and same shall constitute an additional obligation of the entity or of the individual or both, as the case may be.

ARTICLE V CLOSING

Section 5.1 Closing. Closing under this Agreement shall occur on June 21, 2017 (the "Closing" or "Closing Date"). The Closing will be held at such place as mutually agreed to between the parties to this Agreement. On the Closing Date, the parties hereto shall deliver, or cause to be executed and delivered, the following:

(a) **Deliveries by Buyer.** The Buyer shall deliver: (i) this Agreement; (ii) the Purchase Price; and (iii) the New Lease (as defined in Section 6.16 of this Agreement); (iv) the Note; (v) the Stock Pledge; (vi) the Shares; (vii) the Stock Power; and (viii) any other document necessary to complete the transactions contemplated under this Agreement.

(b) **Deliveries by Seller.** Seller shall deliver: (i) this Agreement; and (ii) any other document necessary to complete the transactions contemplated under this Agreement. Once both Note 1 and Note 2 have been paid-off by Buyer in their entirety, Seller shall deliver to Buyer: (i) the stock

certificate evidencing the Shares, duly endorsed by Seller to Buyer; and (ii) the original or a true copy of the Company minutes and records.

Section 5.2 Prorations. All expenses of the Company, including, without limitation, property utilities, telephone service charges, rent, taxes and assessments with respect to the Lease shall be prorated between the parties as of the Closing Date.

ARTICLE VI MISCELLANEOUS

Section 6.1 Amendment; Waiver. Neither this Agreement nor any provision hereof may be amended, modified or supplemented unless in writing, executed by all the parties hereto. Except as otherwise expressly provided herein, no waiver with respect to this instrument shall be enforceable unless in writing and signed by the party against whom enforcement is sought. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between or among any of the parties, shall constitute a waiver of, or shall preclude any other or further exercise of, any right, power or remedy.

Section 6.2 Notices. Any notices or other communication required or permitted hereunder shall be sufficiently given if in writing and delivered in person, transmitted by facsimile transmission (fax) or sent by registered or certified mail (return receipt requested) or recognized overnight delivery service, postage pre-paid, addressed as follows, or to such other address as such party may notify to the other parties in writing:

(a) if to the Seller: EFJFM, LLC
Attn: Jose Fong, Member
P.O. Box 460331
San Antonio, Texas 78246

(b) if to Buyer: Christopher Michael Muse
Chris George Morin
Michael William Scheiler
7823 Moss Brook Dr.
San Antonio, Texas 78255

with a copy to: VP TIMES, INC.
2831 N.W. Loop 410
San Antonio, Texas 78230

A notice or communication will be effective (i) if delivered in person or by overnight courier, on the business day it is delivered, (ii) if transmitted by fax, on the business day of actual confirmed receipt by the addressee thereof, or (iii) if sent by registered or certified mail, three (3) business days after dispatch.

Section 6.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this instrument is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity (or the invalid or inapplicable portion thereof), without invalidating the remainder of this Agreement.

Section 6.4 Assignment Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No party hereto may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other parties hereto, which consent will not be unreasonably withheld.

Section 6.5 Survival of Representations, Warranties and Covenants. All representations and warranties made in, pursuant to, or in connection with, this Agreement shall survive the execution and delivery of this instrument for the maximum period allowed by law.

Section 6.6 Entire Agreement. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede and cancel all prior representations, alleged warranties, statements, negotiations, undertakings, letters, acceptances, understandings, contracts and communications, whether verbal or written, among the parties hereto and thereto or their respective agents with respect to or in connection with the subject matter hereof.

Section 6.7 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to principles of conflict of laws. In any action between or among any of the parties, whether arising out of this instrument or otherwise, each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in Bexar County, Texas.

Section 6.8 Counterparts and Facsimiles. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute and be deemed to be one and the same instrument and each of which shall be considered and deemed an original for all purposes. This Agreement shall be effective with the facsimile signature of any of the parties set forth below and the facsimile signature shall be deemed as an original signature for all purposes and the Agreement shall be deemed as an original for all purposes.

Section 6.9 Costs and Expenses. Each party shall pay his, her or its respective fees, costs and disbursements incurred in connection with this Agreement and the transaction contemplated hereby.

Section 6.10 Section Headings. The section and subsection headings in this Agreement are used solely for convenience of reference, do not constitute a part of this Agreement, and shall not affect its interpretation.

Section 6.11 No Third-Party Beneficiaries. Nothing in this Agreement will create any third party beneficiary or confer rights upon any person (specifically including any employees of the Company) or entity not a party to this Agreement.

Section 6.12 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this instrument, which shall remain in full force and effect.

Section 6.13 Further Assurances. Each party covenants that at any time, and from time to time, after Closing, it will execute such additional instruments and take such actions as may reasonably be requested by the other party to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

Section 6.14 Exhibits Not Attached. Any exhibits not attached hereto on the date of execution of this Agreement shall be deemed to be and shall become a part of this transaction and Agreement as if executed on the date hereof upon each of the parties initialing and dating each such exhibit.

Section 6.15 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default relating to this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which it or they may be entitled.

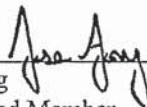
Section 6.16 New Lease. Seller and Buyer hereby acknowledge and agree that the Lease will be terminated before the Closing Date. Accordingly, on the Closing Date, Buyer will cause the Company to execute a new lease whereby the Company, as tenant, will lease the Premises from Loop 410 Development, Ltd Co., as Landlord (the "*New Lease*"). Each Buyer shall sign a personal guaranty guarantying the obligations and liabilities of Company under the New Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

SELLER:


EFJFM, LLC

By: 
Name: Jose Fong
Title: Authorized Member

BUYER:


CHRISTOPHER MICHAEL MUSE

CHRIS GEORGE MORIN


MICHAEL WILLIAM SCHEILER

EXHIBITS

- A. Lease Agreement, dated June 21, 2017, with LOOP 410 DEVELOPMENT, LTD CO.
- B. Inventory of beverages (including alcoholic beverages) and food
- C. Inventory of Supplies
- D. Insurance policies
- E. Inventory of furniture, fixtures and equipment
- F. Insurance premiums paid (for proration)

- 3(i): Note 1
- 3(ii): Note 2
- 3(iii): Stock Pledge and Security Agreement
- 3(iv): Blank Stock Power from Buyer

EXHIBIT A

Lease Agreement, dated June 21, 2017, with LOOP 410 DEVELOPMENT, LTD CO.

(see attached)

EXHIBIT B

Inventory of beverages (including alcoholic beverages) and food

(see attached)

EXHIBIT C

Inventory of Supplies

(see attached)

EXHIBIT D

Insurance policies

(see attached)

EXHIBIT E

Inventory of furniture, fixtures and equipment

(see attached)

EXHIBIT F

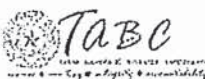
Insurance premiums paid (for proration)

(see attached)

EXHIBIT 3(i)

Note 1

(see attached)



CORPORATION

L-C
(08/2016)

This Corporation form should be completed for original applications or for changes of officers, directors, stockholders, trustees, and beneficiaries holding ownership in this business. This form is included in the Business Packet (L-B) for new applicants. License/Permit holders reporting changes use Business Packet for Reporting Changes (L-BRC). For individuals outside the United States, not holding a social security number check the "Out of Country" box.

For more information contact your local TABC office or visit us at: www.tabc.texas.gov

ENTITY INFORMATION

1. Federal Employer Identification Number (FEIN)

27-0406915

2. Business Entity Name

VP TONES INC

3. Filing Number

801135994

4. Date Filed (mm/dd/yyyy)

06/15/2017

State

TX

Class and Number of Shares Issued

100%

CORPORATE OWNERSHIP INFORMATION

☒ Officer ☒ Director ☐ Stockholder ☐ Trustee/Beneficiary **NEW PHS**
 SSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares
 634-07-8620 20183826 TX 12-02-83 -0-

Last Name

MORAN

First Name

CHRISTOPHER

MI

G.

Title

Stockholder

☐ Officer ☐ Director ☒ Stockholder ☐ Trustee/Beneficiary **NEW**
 SSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares
 551-97-9875 TX 17543582 3/24/80 0.

Last Name

Schriller

First Name

Michael

MI

W

Title

Stockholder

☐ Officer ☐ Director ☒ Stockholder ☐ Trustee/Beneficiary **NEW PHS**
 SSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares
 299-70-2635 155212343 TX 08/09/1971 100%

Last Name

Muse

First Name

Christopher

MI

M

Title

President

☐ Officer ☐ Director ☐ Stockholder ☐ Trustee/Beneficiary
 SSN ☐ Out of Country Issuing State/DL No. Date of Birth (mm/dd/yyyy) Class & No. of Shares

Last Name

First Name

MI

Title

Delete: Jose Fong
 Ericka Fong
 EFJFM LLC

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License #:	MB737900		
Trade Name:	VANITY FACTORY		
Owner:	VP TIMES INC.		
Location Address:	2831 LOOP 410 NORTHWEST	Mailing Address:	PO BOX 460331
	SAN ANTONIO , TX 78230		SAN ANTONIO , TX 78246
			UNITED STATES
County:	Bexar	Orig. Issue Date:	12/3/2009
Status:	Current	Exp. Date:	12/2/2017
		Wine Percent:	
Location Phone No.:	2103089700		
Subordinates:	LB		
Related To:		Gun Sign:	RED

Exhibit C

STOCK PLEDGE AND SECURITY AGREEMENT

THIS STOCK PLEDGE AND SECURITY AGREEMENT (this "Security Agreement") is entered into effective as of the 21st day of June, 2017, by and between CHRISTOPHER MICHAEL MUSE ("Muse"), CHRIS GEORGE MORIN ("Morin") and MICHAEL WILLIAM SCHEILER ("Scheiler"; Muse, Morin and Scheiler hereinafter collectively "Debtor"), whose address is 7823 Moss Brook Dr., San Antonio, Bexar County, Texas 78255, and EFJFM, LLC, a Texas limited liability company ("Secured Party"), whose address is P.O. Box 460331, San Antonio, Bexar County, Texas 78246.

WHEREAS, pursuant to the terms of that certain Stock Purchase Agreement by and between Debtor, as buyer, and Secured Party, as seller, of even date herewith (the "Stock Purchase Agreement"), Secured Party sold to Buyer Five Hundred (500) common shares (the "Shares") of VP Times, Inc. owned by Secured Party;

WHEREAS, as partial payment for the Shares, Debtor executed (collectively the "Notes"): (i) a promissory note payable to the order of Secured Party in the original principal amount of SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$75,000.00) of even date herewith; and (ii) a promissory note payable to the order of Secured Party in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$150,000.00) of even date herewith; and

WHEREAS, Debtor has agreed to secure the Notes by the pledge described herein.

NOW, THEREFORE, Debtor and Secured Party hereby agree as follows:

I. Collateral and Obligations

Debtor hereby grants to Secured Party, a security interest in the Shares together with all proceeds, increases, substitutions, replacements, additions, monies, income and benefits attributable or accruing to said Shares, which Debtor is or may hereafter become entitled to receive on account of said Shares, including, but not by way of limitation, all interest, premium, redemption proceeds and other principal payments and all dividends and other distributions on or with respect to capital stock whether payable in cash, stock or other property and all subscription and other rights (but this shall not permit sale or disposal of the Shares without Secured Party's prior written consent). In the event that Debtor shall receive any of the foregoing, and if Debtor is then in default under any of the Notes, Debtor shall receive and hold the same in trust for Secured Party and shall not commingle the same with other monies or property, and Debtor shall promptly and immediately deliver same to Secured Party. All property in which Secured Party is herein granted a security interest is hereinafter called the "Collateral." So long as no default exists hereunder, Debtor is entitled to receive any cash dividends paid relating to the Collateral.

The security interest granted herein secures; (i) the Notes, and all renewals, extensions and rearrangements (including, without limitation, the assumption of all or any part of any of the Notes by any other person or persons) of the Notes and including, without limitation, interest, costs, attorney's fees and all other expenses; and (ii) the obligations of Debtor under the terms and provisions of the Stock Purchase Agreement (the Notes and all other liabilities of Debtor secured hereby being sometimes hereinafter called the "Obligations"), all in accordance with the terms of the Notes and this Security Agreement.

II. Warranties, Covenants and Agreements of the Debtor

Debtor hereby warrants, covenants and agrees that:

(1) Except for the security interest granted hereby, Debtor is the owner and holder of the Collateral stated above, free from any adverse claim, security interest, encumbrance, lien, charge or any other right, title, or interest of any person other than Secured Party; Debtor has full power and lawful authority to sell, transfer and assign the Collateral stated above to Secured Party and to grant to Secured Party a first, prior and valid security interest therein as herein provided; the execution and delivery and the performance hereof are not in contravention of any indenture, agreement or undertaking to which Debtor is a party or by which Debtor is bound; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(2) Debtor authorizes Secured Party to file, in jurisdictions where this authorization will be given effect, a UCC financing statement covering the Collateral. At the request of Secured Party, Debtor will join Secured Party in executing such documents as Secured Party may determine, from time to time, to be necessary or desirable under provisions of the Texas Uniform Commercial Code; and without limiting the generality of the foregoing, Debtor agrees to join Secured Party, at Secured Party's request, in executing one or more financing statements in form satisfactory to Secured Party.

(3) Debtor shall not sell, transfer, or dispose of the Collateral without the prior written consent of Secured Party until the Obligations to Secured Party are paid or otherwise performed in full.

(4) Debtor will, upon the execution of this Security Agreement by or on behalf of Debtor, deliver, or cause to be delivered, to Secured Party the Shares subject to this Security Agreement, together with an irrevocable stock power(s) in favor of Secured Party, which stock power(s) shall not be used by Secured Party until there is a default under any of the Notes or this Security Agreement which is not cured within the time period permitted in the Notes, as applicable, or herein; at which time Secured Party may cause the Shares to be transferred pursuant to the remedies in Article IV below. Furthermore, if any instruments, securities, chattel paper, money or monies, or documents are, at any time or times, included in the Collateral, whether as proceeds or otherwise, Debtor will promptly deliver the same to Secured Party upon the receipt thereof by Debtor, and in any event promptly upon demand therefor by Secured Party.

III. Events of Default

Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:

(1) Default in the payment when due of the principal of, or interest on, any of the Notes, or any renewal, extension or rearrangement thereof, or of any other of the Obligations.

(2) Default in the performance of any other covenant, agreement or obligation of Debtor under any of the Notes, this Security Agreement or the Stock Purchase Agreement

(3) Any warranty, representation or statement made in this Security Agreement or the Stock Purchase Agreement or made or furnished to Secured Party by or on behalf of Debtor in connection with this Security Agreement or the Stock Purchase Agreement proves to have been false in any material respect when made or furnished.

(4) The commission of any act of bankruptcy by, or the appointment of receiver or other legal representative for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency law by or against Debtor.

(5) Failure or refusal of Debtor to perform or observe any of the covenants, duties or agreements contained herein or in the Stock Purchase Agreement which are imposed upon or agreed to be performed or observed by Debtor.

IV. Remedies

If an Event of Default occurs as specified above, and at any time thereafter, at the option of the Secured Party, any or all of the Obligations shall become immediately due and payable, and Secured Party shall have and may exercise with reference to the Collateral and Obligations any or all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted and as amended in the State of Texas, and as otherwise granted herein or under any other law or under any other agreement executed by Debtor, including, without limitation, the right and power to Seller retain, or transfer, the Shares under, or to, Seller's own name, sell, at public or private sale or sales after ten (10) days written notice to Debtor (and subject to the applicable provisions of the Texas Business and Commerce Code), or otherwise dispose of or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorney's fees and legal expenses thereby incurred by Secured Party and toward payment of the Obligations in such order or manner as Secured Party may elect, with any balance remaining to be paid to Debtor. Debtor agrees that if a notice of sale or other disposition of the Collateral is mailed, postage prepaid, to Debtor at the street address shown for Debtor at the beginning of this Security Agreement, or such other address of which Debtor may hereafter advise Secured Party in writing, at least ten (10) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving notice.

Upon the happening of any of the Events of Default specified above, Secured Party may, at their option, (1) use the stock power given by Debtor to cause the Collateral to be transferred to his/her name or to the name of his/her nominee or nominees and thereafter exercise as to such Collateral all the rights, powers, and remedies of an owner, or (2) collect by legal proceedings or otherwise all dividends, interest, principal payments and other sums now or hereafter payable on account of the Collateral, and hold the same as Collateral, or apply the same to payment of Debtor's Obligations to Secured Party, the manner and distribution of the application to be at the sole discretion of Secured Party.

All recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by Secured Party or of any fact, condition or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

The right of Secured Party herein with regard to the Collateral upon the happening of any of the events or conditions constituting an Event of Default may be exercised without resort to any court proceeding or judicial process whatever and without any hearing whatever thereon. Unless agreed otherwise in writing by Debtor and Secured Party, no event of default shall be regarded as cured unless and until all amounts due, including without limitation principal, interest, reasonable attorney's fees, costs and other amounts properly due hereunder, are paid in full.

V. General

This Security Agreement shall not be construed as relieving Debtor from full personal liability on the Notes or any other note signed by Debtor and any and all future and other indebtedness secured hereby for which Debtor is personally liable, and for any deficiency thereon.

If maturity of the Obligations shall be accelerated for any reason, the full amount of any interest then unearned which has been collected theretofore by or for Secured Party shall thereupon be credited against the Obligations. Notwithstanding any other provision in this Security Agreement or in the Obligations or any of them, Debtor shall never be liable for unearned interest on the Obligations, or on any of them, and shall further never be required to pay interest on the Obligations, or on any of them, at a rate in excess of the maximum percentage rate authorized and allowed by applicable law, the intent of the parties being to conform and comply fully with all laws concerning usury applicable hereto or to the Obligations or any part thereof. Any agreement concerning interest on any of the Obligations shall be subject to reduction to the amount allowed under the applicable laws with respect to usury, as now or hereafter construed by the courts with jurisdiction thereof, and any interest collected in excess of the amount authorized and permitted by such laws shall be refunded to the person paying the same, or credited against the Obligations.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of any such right or any other right. A waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

The execution and delivery of this Security Agreement in no manner shall impair or affect any other security (by endorsement or otherwise) for the payment of the Obligations and no security taken hereafter as security for payment of any part or all of the Obligations shall impair in any manner or affect this Security Agreement, all such present and future additional security to be considered as cumulative security. Any of the Collateral may be released from this Security Agreement and any maker, endorser, guarantor or surety on any of the Obligations may be released from liability without altering, varying or diminishing in any way the force, effect, lien, security interest, or charge of this Security Agreement as to the Collateral not expressly released, and this Security Agreement shall continue as a first lien security interest and charge on all of the Collateral not expressly released until all sums and indebtedness secured hereby have been paid in full. Any future assignment or attempted assignment or transfer of the interest of Debtor in and to any of the Collateral shall not deprive Secured Party of the right to sell or otherwise dispose of or utilize all of the Collateral as above provided or necessitate the sale or disposition thereof in parcels or in severalty.

Any notice or demand to Debtor hereunder or in connection herewith may be given and shall conclusively be deemed and considered to have been given and received upon the deposit thereof, in writing, in the U.S. Mails, certified or registered mail, return receipt requested, duly stamped and addressed to Debtor at the address given for such Debtor at the beginning of this Security Agreement; but actual notice, however given or received, shall always be effective. All rights of Secured Party hereunder shall inure to the benefit of their heirs, executors, administrators, personal representatives, successors and assigns, as applicable; and all obligations of Debtor shall bind its successors or assigns.

Each term used in this Security Agreement, unless the context otherwise requires, and in all events subject to any express definitions set forth in this Security Agreement, shall be deemed to have the same meaning herein as that given each such term under the Uniform Commercial Code, as adopted and as amended in the State of Texas.

As used in this Security Agreement and when required by the context, each number (singular and plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include "corporation, firm or association."

The law governing this secured transaction shall be that of the State of Texas existing as of the date hereof; provided, that if any additional rights or remedies are granted by the law of Texas to secured parties or to persons similarly situated to Secured Party, then Secured Party shall also have and may exercise any such additional rights or remedies.

This Security Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

[The Remainder of This Page is Intentionally Left Blank.]

EXECUTED effective as of the day and year first hereinabove written.

SECURED PARTY:

EFJFM, LLC

By: _____

Name: Jose Fong

Title: Authorized Member

DEBTOR:


CHRISTOPHER MUSE

DEBTOR:

CHRIS GEORGE MORIN

DEBTOR:


MICHAEL WILLIAM SCHEILER

Exhibit D

ScottHulse PC
ATTORNEYS AT LAW

JOSE LUIS CARBONELL

WRITER'S DIRECT TELEPHONE:
210-202-2315

E-MAIL: jcar@scotthulse.com

SCOTTHULSE.COM

1100 CHASE TOWER
201 EAST MAIN DRIVE
EL PASO, TEXAS 79901

POST OFFICE BOX 99123
EL PASO, TEXAS 79999-9123

TELEPHONE (915) 533-2493
FACSIMILE (915) 546-8333

OFFICES IN EL PASO TX, LAS CRUCES NM
AND SAN ANTONIO TX

July 28, 2017

*Via Certified Mail, Return Receipt Requested,
e-mail and Via Regular U.S. Mail*

Christopher Michael Muse
7823 Moss Brook Dr.
San Antonio, Texas 78255

*Via Certified Mail, Return Receipt Requested,
e-mail and Via Regular U.S. Mail*

Chris George Morin
7823 Moss Brook Dr.
San Antonio, Texas 78255

*Via Certified Mail, Return Receipt Requested,
e-mail and Via Regular U.S. Mail*

Michael William Scheiler
7823 Moss Brook Dr.
San Antonio, Texas 78255

Re: \$75,000.00 Promissory Note, dated June 21, 2017 (the "Note")

Dear Mr. Muse, Mr. Morin and Mr. Scheiler:

The undersigned firm of attorneys represents EFJFM, LLC with regard to the above-referenced Note, which has now been referred to us for collection.

On or about June 21, 2017, you executed a Stock Purchase Agreement ("Stock Purchase Agreement") for the purchase of 100% of the stock (the "Stock") of VP Times, Inc., a Texas corporation. Pursuant to the Stock Purchase Agreement, EFJFM, LLC financed a portion of the purchase price of the Stock by you executing the Note.

As you know, the entire amount of the Note was due on July 21, 2017. As of the date of this letter, you have failed to make any payment under the Note. Accordingly, you are in breach of the Stock Purchase Agreement and the Note. If the entire balance due and owing on the Note

Christopher Michael Muse
Chris George Morin
Michael William Scheiler
Page 2 of 2

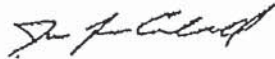
is not paid by August 4, 2017, I have been instructed to commence the necessary procedures to allow EFJFM, LLC to retake control of the Club operated by VP Times, Inc., including, without limitation, transferring the Stock to EFJFM, LLC and filing suit against you. Due to the necessity of retaining this firm to collect this amount, payment in the additional amount of \$600.00 as attorney's fees must also be tendered at the time of payment of the balance owed. If payment is not made by the deadline referenced in this letter, you could be responsible for an additional sum which would include lawsuit filing fees, additional attorney's fees, interest on the Note, if any, and the judgment. I trust that all this will not be necessary.

If you will forward to this office the total amount of \$75,000.00 plus attorney's fees of \$600.00, said amount to be received by me no later than 3:00 p.m. on August 4, 2017, we can all then put this matter to rest once and for all.

This letter is being sent to you by electronic mail, certified mail, return receipt requested, and additional copies are being mailed to you at the above addresses by regular U. S. mail.

Sincerely yours,

ScottHulse PC



Jose Luis Carbonell

cc: VP TIMES, INC.
2831 N.W. Loop 410
San Antonio, Texas 78230

Thank you for choosing Security Service Federal Credit Union.



Issuance Receipt

SSFCU - Park North Service Center
602 NW Loop 410
San Antonio TX 78216

Issuance Date: June 22, 2017

Official Check # 9023028098

Issuing Teller: 3809

Issued from Account: *****2000
Primary Name: SCHEILER MICH

Payee: EFJFM LLC

Amount: \$75,000.00

Exhibit E

Lisa M. Cook

From: Jose Luis Carbonell <Jcar@scotthulse.com>
Sent: Friday, August 04, 2017 1:39 PM
To: Lisa M. Cook
Cc: David Gantz
Subject: Re: VETHAN LAW FIRM, PC - RULE 11 AGREEMENT

I am not near a computer where I can print and sign, but I agree to the terms of the rule 11 Agreement.

Thanks.

Jose Luis Carbonell

Sent from my iPhone

On Aug 4, 2017, at 1:28 PM, Lisa M. Cook <lcook@vethanlaw.com> wrote:

Dear Mr. Carbonell:

Please see the attached correspondence on behalf of attorney David Gantz.

Thank you,

<image001.jpg>

The information contained in and/or attached to this e-mail message is intended only for the personal and confidential use of the recipient named above. This message may be an attorney-client communication and, as such, is privileged and confidential. If you, the reader of this message, are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, copying, dissemination, distribution or other use of this message is strictly prohibited. If you have received this communication in error, please notify The Vethan Law Firm, P.C., by return e-mail, and delete the original message immediately.

<2017-08-04 Rule 11.pdf>

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VETHAN LAW FIRM P.C.
HOUSTON • SAN ANTONIO • DALLAS

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dgantz@vethanlaw.com

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Consumer & Commercial Law by the
Texas Board of Legal Specialization

†Licensed in Texas and California

August 4, 2017

Jose Luis Carbonell
ScottHulse PC
700 N. Saint Mary's Street, Ste 1400
San Antonio, Texas 78205

Via Email:
jcar@scotthulse.com

RE: RULE 11 Agreement

Dear Mr. Carbonell:

This letter is to formally memorialize our agreement per your email regarding EFJFM, LLC's rights to foreclose on a note held by them pursuant to the Stock Purchase Agreement of June 21, 2017 executed by Mr. Michael Scheiler, Christopher Muse, and Chris Morin. Our agreement is as follows:

1. Deadline: Wednesday (August 9, 2017) at 10am.
2. On or before such deadline, EFJFM, LLC needs to be paid the \$75,000 owed under the note, plus the attorney fees stated in the demand letter, plus interest for late payment per the terms of the note.
3. This extension in no way waives EFJFM's right to its legal remedies, including the right to foreclose under the note.
4. EFJFM will not foreclose on its note pursuant to the Stock Purchase Agreement of June 21, 2017, until the expiration of deadline listed above.

If this is your understanding of our agreement, please sign and send back to Vethan Law Firm via email, dgantz@vethanlaw.com.

Regards,
David R. Gantz
David R. Gantz

Jose Luis Carbonell, Attorney for
EFJFM, LLC

Exhibit F

LEASE

2831 N.W. Loop 410, San Antonio, Bexar County, Texas 78230

THIS LEASE ("Lease"), is executed effective this 21st day of June, 2017 ("Effective Date"), by and between LOOP 410 DEVELOPMENT, LTD CO., a Texas limited liability company, (hereinafter "Landlord") and VP TIMES, INC., a Texas corporation (hereinafter "Tenant", whether one or more).

WITNESSETH:

In consideration of the rents, covenants and agreements herein set forth, Landlord and Tenant enter into the following agreement:

1. **Lease of Premises.** Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, that certain property (including the existing building located thereon), located at 2831 N.W. Loop 410, San Antonio, Bexar County, Texas 78230 (the "Premises").

2. **Term; Renewal Options.** The term of this Lease shall be for twelve (12) months, commencing on June 21st, 2017 (the "Commencement Date"), and ending on the last day of the 12th month after the Commencement Date, unless sooner terminated as provided in this Lease. If deemed necessary by Landlord, the parties agree to execute a document in the form acceptable to Landlord indicating the actual date of the Commencement Date. Provided that Tenant has not defaulted in respect to any provision of the Lease, Tenant shall have the option of renewing the term of this Lease for a maximum of seven (7) additional one (1) year terms each, which each such renewal term shall be exercised pursuant to the form of Renewal Option Addendum, attached to this Lease, and Tenant shall first provide Landlord written notice of such renewal at least ninety (90) days prior to the termination of the initial term of this Lease, or the said applicable renewal term, as applicable.

3. **Rent.** During the initial term of the Lease, Tenant shall pay rent to the Landlord for the Premises in the following manner: (i) \$8,500.00 per month for the first six month period (\$51,000.00 six month period), inclusive of base property taxes and insurance; and \$10,000.00 per month for the second six month period (\$60,000.00 second six month period), inclusive of base property taxes and insurance. Prorated rent for the month of June 2017 will be \$2,833.33 from June 21st, 2017 to June 30th, 2017. Tenant shall pay the first rent payment for the Premises on the Effective Date, which will be applied as the first monthly rent payment due on the rent Commencement Date. For purposes of this Lease, the "Rent Commencement Date" shall be the Commencement Date. Subsequent monthly rent payments shall be paid in advance on the first day of each month of the term, with proration to occur for any partial month if the Rent Commencement Date is other than on the first day of a calendar month. All rentals to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, on or before the first day of each and every month during the term hereof, and at such place or places as may be designated from time to time by Landlord. Tenant's obligation to pay rent under this Lease is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach of this Lease by Landlord, shall release Tenant of its obligation to pay rent as required by this Lease.

The parties hereby acknowledge and agree that in the event Tenant exercises its renewal option(s) and the term of the Lease is renewed and extended pursuant to Paragraph 2 of this Lease (and the Renewal Option Addendum is executed by the parties), the rent payment for the Premises for each renewal term of the Lease shall be \$11,500.00 per month per year (\$138,000.00 per year), inclusive of

base property taxes and insurance. Tenant shall pay the rent payment for the Premises, applicable to the renewal term, pursuant to the Renewal Option Addendum.

4. **Security Deposit.** Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of \$11,500.00 which shall be held by Landlord, without obligation for interest or segregation, as security for performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any default by Tenant, Landlord may, without prejudice to any other available remedy, use such fund to make good any rent arrearage or any other damage, injury, expense or liability caused by such event of default; and Tenant shall pay the Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant no later than thirty (30) days from the date of termination of this Lease.

5. **Late Charges.** Tenant agrees to pay a late charge of ten percent (10%) as additional rent for each payment due hereunder that is more than seven (7) days delinquent to cover Landlord's administration cost of processing such late payment. In addition to said late charge, any rental or other amount due from Tenant under this Lease which is more than thirty (30) days delinquent shall bear interest from the date such rental or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate.") In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Tenant to Landlord under this Lease, and any remaining excess after such credit shall be refunded to Tenant. It is the intent of both Landlord and Tenant to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Landlord. Any rental and/or other payments due hereunder returned to Landlord marked "Insufficient Funds" will entitle Landlord to collect an additional \$15.00 from Tenant for each such payment.

6. **Quiet Enjoyment; Access.** Landlord covenants and agrees that upon Tenant's paying rent and performing all of the covenants and conditions set forth in this Lease, Tenant shall, subject to all zoning ordinances and other laws and regulations governing or regulating the use of the Premises, easements, rights-of-way, and prescriptive rights, and all presently recorded instruments which affect the Premises, peaceably and quietly have, hold and enjoy the Premises for the term provided in this Lease. Tenant shall be allowed access to and rights to the Premises as of the Effective Date to commence work on the improvements to the Premises approved by Landlord pursuant to this Lease, provided Tenant delivers to Landlord the security deposit described in Paragraph 4 to this Lease.

7. **Conduct of Business of Tenant.**

7.1 **Use of Premises; Acceptance.** The Premises shall be occupied and used by Tenant solely for the purpose of conducting therein the following use: night club offering alcoholic beverages, food and entertainment designed to appeal to an adult audience. Tenant's acceptance of occupancy from Landlord shall constitute acknowledgment by Tenant that Tenant has inspected the Premises and that same are suitable for Tenant's intended use thereof as stated in this Paragraph. Tenant recognizes and agrees that Landlord is making no warranties, expressed or implied, as to the present or

future suitability of the Premises for any particular use. Tenant hereby accepts the Premises "AS IS" and "WITH ALL FAULTS". Subject to Paragraph 12 of this Lease, Tenant shall be responsible for all costs, expenses, fees and all modification and improvements necessary to occupy the Premises.

7.2 Prompt Occupancy and Use. Tenant will occupy the Premises upon the Commencement Date and thereafter continuously operate and conduct in 100% of the Premises the business permitted under Paragraph 7.1 hereof, using only such minor portions of the Premises for storage and office purposes as are reasonably required.

7.3 Compliance with Laws. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities (as well as any board of fire underwriters, or similar private organization having authority over insurance rates for the Premises) pertaining to the use or occupancy of the Premises and with any recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as defined in Paragraph 34.3 hereof), waste disposal, air emissions and other environmental, health and safety, zoning and land use matters, and with any directive or order of any public officer or officers, pursuant to law, which impose any duty upon Landlord or Tenant with respect to the use or occupation of the Premises. Without limitation on the foregoing, Tenant agrees to supply and maintain at its own expense any fire extinguishers, or other fire prevention equipment required by law, rules, orders, ordinances, and regulations of any city, county, or state in which the Premises are located and/or required by any underwriters association, bureau, or any other similar body having jurisdiction involving the Premises.

7.4. Prohibited Uses. Tenant acknowledges that it is Landlord's intent that the Premises be operated in a manner that is consistent with the permitted use stated in paragraph 7.1 hereof and with highest standards of decency and morals prevailing in the community. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale, or permit the distribution, display or offer for sale of, any item that, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Premises or may tend to injure or detract from the moral character or image of the Premises. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display, or offer for sale, or permit the distribution, display or offer for sale of: (a) illicit drugs, or (b) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe, or other paraphernalia commonly used in the ingestion of illicit drugs. Landlord acknowledges that the use in Paragraph 7.1 of this Lease is an acceptable use of the Premises.

7.5 Operation by Tenant. Tenant covenants and agrees to the following:

(a) Tenant shall not place or maintain any merchandise, vending machines or other articles outside the Premises;

(b) Tenant shall store garbage, trash, rubbish and other refuse in rat-proof and insect-proof containers inside the Premises or at such other location as directed by Landlord. Tenant shall remove the same frequently and regularly, subject to the direction of Landlord, by such means and methods and at such times and intervals as are designated by Landlord, all at Tenant's cost;

(c) Tenant shall not permit any audible sound system or objectionable visible advertising medium outside the Premises;

(d) Tenant shall keep all mechanical equipment free of vibrations and noise, and in good working order and condition;

(e) Tenant shall not commit or permit waste or a nuisance upon the Premises, and shall not permit or cause odors to emanate or be dispelled from the Premises;

(f) Tenant shall not place a load on any floor in the Premises which exceeds the floor load per square foot which such floor was designed to carry;

(g) Landlord shall have the exclusive right to use all or part of the roof, side and rear walls of the Premises for any purpose, including, but not limited, to erecting signs or other structures on or over all or any part of the same, erecting scaffolds and other aids to the construction and installation of the same, and installing, maintaining, using, repairing, and replacing pipes, ducts, conduits and wires leading through, to or from the Premises;

(h) Tenant shall make no use of the Premises which would cause the premiums on the insurance carried by Landlord, if any, to be increased or which would cause such insurance to be canceled.

7.6 USA Patriot Act.

(a) As of the Effective Date, Tenant, and its guarantors, if any, is and, at all times during the term of this Lease shall remain, in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, including but not limited to, conducting any activity or failing to conduct any activity, that constitutes a money laundering crime, including any money laundering crime prohibited under the Money Laundering Control Act, 18 U.S.C. 1956, 1957, or the Bank Secrecy Act, 31 U.S.C. 5311 et seq. and any amendments or successors thereto and any applicable regulations promulgated thereunder ("Anti-Money Laundering Regulations").

(b) Tenant represents and warrants that: (i) neither it, nor any of its owners, officers, directors, members, managers, partners or employees, is named as a "Specially Designated National and Blocked Person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; (ii) it is not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States Embargo; and (iii) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and (iv) it did not engage in this Lease directly or indirectly on behalf of, or facilitating this Lease directly or indirectly on behalf of, any such person, group, entity or nation. Tenant covenants and agrees that: (i) neither it, nor any of its owners, officers, directors, members, managers, partners or employees, will become named as a "Specially Designated National and Blocked Person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and (ii) no funds will be used to make any payments due under this Lease which were obtained directly or indirectly from a Specially Designated National and Blocked Person or otherwise derived from a country that is subject to a United States Embargo, is or will become named a Specially Designated National and

Blocked Person. In the event that Tenant is a publicly-traded company whose shares are listed on a national stock exchange, the foregoing representations, warranties, covenants, and agreements shall not apply to shareholders of Tenant.

(c) Tenant acknowledges that it understands and has been advised by legalcounsel on the requirements of the applicable laws referred to above, including the Money Laundering Control Act, 18 U.S.C. 1956, 1957, the Bank Secrecy Act, 31 U.S.C. 5311 et seq., the applicable regulations promulgated thereunder, and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 et seq.

(d) Tenant covenants and agrees to immediately notify Landlord upon receipt of any information indicating violation of the laws, regulations and executive order listed in this Section or if Tenant or any officer, director, member, manager, employee, or owner of Tenant is custodially detained on charges relating to money laundering, whereupon Landlord shall be entitled to take all actions necessary so that Landlord is in compliance with all Anti-Money Laundering Regulations, and any such violation or breach of this Section shall be deemed to be a default under this Lease.

8. **No Obligation to Provide Parking.** Landlord shall not be obligated to provide Tenant with any parking areas, other than the parking areas currently within the Premises. By its execution hereof, Tenant acknowledges that only such parking is available to serve the Premises and that such parking is suitable for its intended use of the Premises.

9. **Maintenance of Premises.** During the term of this Lease, Tenant will make all necessary repairs and/or replacements to the Premises, including, without limitation: (a) the sewage, water, gas and electrical services; (b) the ceiling, walls, floors and floor coverings; (c) the air conditioning and heating systems and all other mechanical systems; (d) windows, window glass, plate glass, and interior doors (including all necessary replacements); (e) exterior and the structure of the Premises, including the roof, walls and foundation; and (f) the driveways, sidewalks, parking and surface areas. Landlord shall have no maintenance or repair obligations during the term of this Lease. In general, Tenant shall throughout the Lease term take good care of the Premises and keep the Premises free from waste or nuisance and shall deliver up the Premises upon the termination of this Lease in the same repair and condition as when this Lease commenced, reasonable wear and tear excepted, and shall deliver all keys for, and all combinations on locks, safes and vaults in, the Premises to Landlord.

10. **Janitorial Services.** Landlord shall not be obligated to furnish any janitorial or cleaning services to the Premises. Tenant shall, at Tenant's expense, be responsible for any such janitorial or cleaning services.

11. **Utilities.** Tenant agrees to pay before delinquency all charges for all utilities (including, but not limited to, gas, heat, sewer, power, electricity, telephone, internet, garbage removal, water meter charges and hookup or connection fees or charges) which may accrue with respect to the Premises during the term of this Lease, regardless of whether the same be charged or assessed at flat rates, measured by separate meters or prorated by the utility company or Landlord. In the event that Landlord incurs any such expenses for the benefit of Tenant, Tenant agrees to reimburse Landlord for the entire cost thereof promptly upon demand. Landlord shall in no event be liable to Tenant for any interruption in the service of any such utilities to the Premises, howsoever such interruption may be caused and this Lease shall continue in full force and effect despite any such interruptions. If requested by Landlord, Tenant will procure and maintain, at Tenant's expense, trash dumpsters of a kind acceptable to Landlord.

12. Alterations and Fixtures.

12.1 Alterations. Tenant shall not paint, decorate or change the architectural treatment of the exterior of the Premises nor shall Tenant make any alterations or improvements to the Premises without the prior written consent of Landlord. If Landlord grants consent to any requested alterations or improvements, the alterations or improvements shall be performed in a good and workmanlike manner in accordance with all applicable legal requirements and any restrictions which may be imposed by Landlord as a condition to its consent. Tenant shall promptly remove any paint, decoration, alteration, addition or changes applied or installed without Landlord's approval or take such other action with respect thereto as Landlord directs.

12.2 Fixtures. All fixtures installed by Tenant shall be new or reconditioned.

12.3 Removal and Restoration by Tenant. All alterations, changes and additions and all improvements, including leasehold improvements made by Tenant, or made by Landlord on Tenant's behalf (all such items collectively referred to as "Tenant's Additions"), whether or not paid for wholly or in part by Landlord, shall remain Tenant's property for the term of this Lease. Tenant's Additions (but not including items used primarily in the conduct of Tenant's business and commonly considered "trade fixtures") shall immediately upon the termination of this Lease become Landlord's property, be considered part of the Premises, and not be removed at or prior to the end of the term of this Lease without Landlord's prior written consent. Upon termination of the Lease, provided such termination was not due to Tenant's default, Tenant shall remove its trade fixtures and shall repair any damage to the Premises caused thereby. If the termination is a result of Tenant's default, Tenant shall remove only those trade fixtures which Landlord directs it to remove and Tenant shall repair any damage caused thereby. If Tenant fails to remove its trade fixtures, inventory and personal property, Landlord shall have the right to dispose of any such property left in the Premises upon the expiration or termination of this Lease, in any manner Landlord deems desirable, including without limitation, discarding such items in a refuse container. Tenant shall be entitled to no payment or offset for the value of any such property (even if sold by Landlord) and shall pay to Landlord on demand, all costs incurred by Landlord in connection with such disposal.

12.4 Tenant Shall Discharge All Liens. Tenant shall promptly pay all contractors and materialmen, and not permit or suffer any lien to attach to the Premises or any part thereof, and indemnify, defend and save harmless Landlord against the same. Landlord shall have the right to require Tenant to furnish a bond or other indemnity satisfactory to Landlord prior to the commencement of any work by Tenant on the Premises, or if any lien attaches or is claimed, to require such a bond or indemnity in addition to all other remedies. Tenant shall discharge any such lien within ten (10) days of the filing thereof.

13. Signs, Awnings, and Canopies. Tenant will not place or permit on any exterior portion of the Premises or in any window or on any interior wall of the Premises visible from the exterior, any sign, awning, canopy, advertising matter, decoration, lettering or other thing of any kind without Landlord's prior written consent, which consent will not be unreasonably withheld provided such item is consistent with similar items employed in other businesses of a similar nature in the area where the Premises are located. Tenant shall remove such sign upon termination of this Lease. Such installation and removal shall be done in such a manner as to avoid injury, defacement or overloading of the Premises. Tenant shall not be permitted to individually install a street-side sign on its behalf.

14. Taxes.

14.1 Real Estate Taxes. Landlord has the sole right to render the property of which the Premises are a part to any appropriate taxing authorities. Landlord agrees to pay all taxes (both general and special), assessments, or governmental charges (hereinafter "taxes") levied or assessed against the property of which the Premises are a part.

14.2 Personal Property Taxes. During the term of this Lease, Tenant shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises.

15. Insurance.

15.1 Landlord's Obligation. Landlord shall procure and maintain during the term of this Lease, at its expense, all of such risk property and general liability insurance coverage on the Premises as Landlord deems appropriate.

15.2 Tenant's Obligations.

15.2.1 Liability. Tenant shall procure and maintain a policy or policies of insurance, insuring both Landlord and Tenant, against all claims, damages or actions arising out of or in connection with Tenant's use or occupancy of the Premises or by the condition of the Premises, the limits of such policy or policies to be in an amount not less than \$1,000,000 per occurrence and in an amount not less than \$1,000,000 in the general aggregate for bodily injury and property damage. Said policy or policies shall additionally include Fire-Legal liability insurance coverage in the maximum allowable amount and Broad Form Contractual in support of the indemnity sections of this Lease.

15.2.2 Personalty Coverage. Tenant also agrees to carry insurance against fire and such other risks as are from time to time included in standard extended coverage insurance, for the full insurable value, covering all of Tenant's merchandise, trade fixtures, furnishings, wall covering, floor covering, carpeting, drapes, equipment and all items of personal property of Tenant located on or within the Premises, including for any improvements made to the Premises. Such policy or policies shall contain an endorsement in favor of Landlord, waiving such insurance company's rights of subrogation against Landlord. All property of Tenant kept in the Premises shall be so kept at Tenant's risk only.

15.2.3 Construction Liability. Tenant, at its own cost and expense, shall obtain and maintain at all times when demolition, excavation, or construction work is in progress on the Premises, construction liability insurance, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the general aggregate for bodily injury and property damage, protecting Landlord and Tenant as well as such other person or persons as Tenant may designate against any and all liability for injury or damage to any person or property in any way arising out of such demolition, excavation, or construction work.

15.2.4 Liquor/Alcohol Insurance. Tenant, at its own cost and expense, shall obtain and maintain during the term of this Lease any insurance policies (and in such amounts) as required by any and all governmental authorities required for establishments maintaining, serving, or selling alcoholic beverages. In addition, Tenant, at its own cost and expense, shall obtain and maintain at all times during the term of this Lease liquor liability insurance in such an amount as may be reasonably requested by Landlord.

15.2.5 Plate Glass. Tenant, during the term of this Lease, shall carry full coverage insurance on all plate glass in the Premises and cause the same to be replaced if chipped, cracked or broken.

15.2.6 Form of Insurance. All policies required of Tenant hereunder shall: (i) be issued by a reputable insurance company qualified to do business in the state where the Premises are located; (ii) shall name Landlord as an additional insured and Tenant as the named insured; (iii) provide that they cannot be cancelled for any reason unless Landlord is given forty-five (45) days prior written notice by the insurer and (iv) state that such insurance is primary over any insurance carried by Landlord. A duly executed certificate of insurance shall be delivered to Landlord prior to the Commencement Date. All renewals shall be delivered to Landlord at least ten (10) days prior to the expiration of the respective policy terms. Landlord shall have the right to review said insurance amounts at least yearly during the term of this Lease and require Tenant to increase said insurance policies to provide coverage in such amounts as Landlord, in its sole discretion, deems necessary. Tenant agrees to procure and maintain said increased insurance coverage.

15.3 Mutual Waiver of Subrogation Rights. Landlord and Tenant and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents, from all claims and liabilities arising from or caused by any casualty or hazard to the extent covered by valid and collectible insurance on the Premises; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage. This release shall apply even if the loss or damage shall be caused by the fault or negligence of a party hereto or for any person for which such party is responsible.

15.4 Waiver. Landlord, its officers, directors, partners, agents and employees, shall not be liable for, and Tenant waives all claims for damage (except claims caused by or resulting from the gross negligence or willful misconduct of Landlord, its officers, directors, partners, agents or employees), including, but not limited to, consequential damages, to person, property or otherwise, sustained by Tenant or any person claiming through Tenant resulting from any accident, injury, death or occurrence in or upon any part of the Premises, including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep any part of the Premises in repair; (c) injury done or caused by wind, water, or other natural elements; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, stairs, porches, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water, snow or ice upon the Premises; (h) the falling of any fixture, plaster or stucco; (i) damage to or loss by theft or otherwise of property of Tenant or others; (j) acts or omissions of persons in the Premises, occupants of nearby properties, or any other persons; (k) any act or omission of owners of adjacent or contiguous property; (l) any fire or casualty; and (m) any act of public enemy, criminal conduct, insurrection or war. All property of Tenant kept in the Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same.

16. Right of Entry. Landlord, its agents and employees, shall have the right to enter the Premises from time to time at reasonable times to examine, to show them to prospective purchasers and other persons, and to make such repairs, alterations, improvements or additions as Landlord deems desirable. Rent shall not abate during any such entry by Landlord, including without limitation, while any such repairs, alterations, improvements, or additions are being made. During the last six (6) months of the term of this Lease, Landlord may exhibit the Premises to prospective tenants and maintain upon the Premises notices deemed advisable by Landlord. In addition, during any apparent emergency, Landlord,

its agents and employees, may enter the Premises forcibly without liability therefor and without in any manner affecting Tenant's obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Landlord any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided.

17. **Indemnification.** Tenant shall indemnify, defend and save harmless Landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature to the proportional extent arising or growing out of or in any way connected with the use, occupancy, management or control of the Premises by Tenant, its agents, employees, contractors or invitees or the operations, conduct or activities in the Premises by Tenant, its agents, employees, contractors or invitees, except to the extent caused by the acts or omissions of Landlord or any of Landlord's agents, officers, directors, shareholders, partners, employees, owners, officials, contractors, subcontractors, affiliates, successors, or assigns. Tenant's indemnity obligations under this Paragraph and elsewhere under this Lease shall survive the expiration or earlier termination of this Lease.

18. **Subordination and Attornment.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing on the Premises, and to any renewals and extensions thereof; but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Lease. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien hereafter placed on the Premises, and Tenant agrees on demand to execute such further instruments subordinating this Lease as Landlord may request, provided such subordination shall be on the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all of the covenants and conditions of this Lease. Tenant covenants and agrees that upon foreclosure of any deed of trust, mortgage or other instrument of security and the sale of the Premises pursuant to any such document, to attorn to any purchaser at such a sale and to recognize such purchaser as the landlord under this Lease. The agreement of Tenant to attorn to any purchaser pursuant to such a foreclosure sale or trustee's sale in the preceding sentence shall survive any such sale.

19. **Estoppel Certificate.** Tenant shall at any times, upon the request of Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification and certifying that the Lease as modified is in full force and effect), the dates to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. The parties hereto agree that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises. Tenant's failure to deliver such statement within ten (10) days after Landlord's request for the same, shall be conclusive upon Tenant that: (i) this Lease is in full force and effect; (ii) there are no uncured defaults in Landlord's performance; and (iii) not more than one month's rent or other charge has been paid in advance.

20. **Damage and Destruction.** If the Premises are hereafter damaged or destroyed or rendered partially untenable for their accustomed use by fire or other casualty, and such fire or other casualty is not caused directly or indirectly by the fault or negligence of Tenant, its agents, employees, contractors or invitees, Landlord shall promptly repair the same to substantially the condition which they were in immediately prior to the happenings of such casualty (excluding stock in trade, fixtures, furniture, furnishings, carpeting, floor covering, wall covering, drapes and equipment), and from the date of such

casualty until the Premises are so repaired and restored, the monthly rent payments hereunder shall abate in such proportion as the part of said Premises thus destroyed or rendered untenable bears to the total Premises. Provided, however, Landlord shall not be obligated to expend for such repair or restoration an amount in excess of the insurance proceeds received by Landlord as a result of such damage. Notwithstanding the above, if the Premises are wholly or partially damaged, destroyed or rendered untenable for their accustomed use by fire or other casualty, then Landlord shall have the right to terminate this Lease effective as of the date of such casualty by giving to Tenant, within sixty (60) days after the happening of such casualty, written notice of such termination. If such notice is given, this Lease shall terminate and, provided Tenant is not in default hereunder, Landlord shall promptly repay to Tenant any rent theretofore paid in advance which was not earned at the date of such casualty. If said notice is not given and Landlord is required or elects to repair or restore the Premises as herein provided, the Tenant shall promptly repair or replace its stock in trade fixtures, furnishings, furniture, carpeting, wall covering, floor covering, drapes and equipment to the same condition as they were in immediately prior to the casualty, and if Tenant has closed its business, Tenant shall promptly reopen for business upon the completion of such repairs. If the Premises are damaged by fire or other casualty caused directly or indirectly by the fault or negligence of Tenant or its agents, employees, contractors, or invitees, the rent under this Lease will not abate and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises caused thereby to the extent that such cost and expense is not covered by collected insurance proceeds.

21. Eminent Domain.

21.1 Eminent Domain. If any portion of the Premises shall be acquired, condemned or damaged as a result of the exercise of any power of eminent domain, condemnation, or sale or purchase under threat thereof or in lieu thereof, then Landlord, at its election, may terminate this Lease by giving notice to Tenant of its election, within ninety (90) days, or sooner, of the date the condemning authority shall have the right to possession of the Premises or any portion thereof as the case may be. If the Lease shall not be terminated as aforesaid, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority (subject to delays due to shortage of labor, materials or equipment, labor difficulties, breakdown of equipment, governmental restrictions, fires, other casualties or other causes beyond the reasonable control of Landlord) restore the remaining portion of the Premises, to the extent possible, to render it reasonably suitable for the use permitted by Paragraph 7.1 hereof. Provided, however, that Landlord shall not be obligated to expend for the restoration an amount greater than the proceeds received from the condemning authority less all expenses incurred in connection therewith (including attorney's fees). Rent as provided in Paragraph 3, shall be reduced in the proportion that the area so taken bears to the total Premises.

21.2 Damages. Landlord reserves and Tenant assigns to Landlord, all rights to damages on account of any taking or condemnation or sale under threat thereof or in lieu thereof or any act of any public or quasi-public authority for which damages are payable. Tenant shall execute such instruments of assignment as Landlord requires, join with Landlord in any action for the recovery of damages if requested by Landlord, and turn over to Landlord any damages recovered in any proceeding. If Tenant fails to execute instruments required by Landlord, or fails to undertake such other steps as requested, Landlord shall be deemed the duly authorized irrevocable agent and attorney-in-fact of Tenant to execute such instruments and undertake such steps on behalf of Tenant. However, Landlord does not reserve any damages payable for trade fixtures installed by Tenant at Tenant's own cost which are not part of the realty.

22. **Assignment and Subletting.** Tenant shall not assign this Lease or any interest herein, whether voluntarily, by operation of law, or otherwise, and shall not sublet the Premises or any part thereof except by written permission and consent of Landlord being first had and obtained; provided, however, that Tenant is hereby authorized to sublease the Premises to an entity that: (i) Tenant owns and controls 100% of the ownership interests, or vice-versa, or (ii) the same group of owners that owns and controls 100% of the ownership interests in Tenant on the Effective Date of this Lease owns and controls the 100% of ownership interests of the entity assuming the Lease. Consent of Landlord to any such assignment or subletting shall not be unreasonably withheld if: (i) at the time of such assignment or subletting Tenant is not in default in the performance and observance of any of the covenants and conditions of this Lease; (ii) the assignee or subtenant of Tenant shall expressly assume in writing all of Tenant's obligations hereunder; (iii) Tenant shall provide proof to Landlord that the assignee or subtenant has a financial condition which is satisfactory to Landlord and Landlord's lender; (iv) the Premises continue to be used solely for the purpose set forth in Paragraph 7.1; (v) in Landlord's opinion the proposed operation of the prospective assignee or sublessee will generate percentage rental at least equal to that currently paid by Tenant; and (vi) the assignee or subtenant is, in Landlord's opinion, capable of operating such business. In connection with any such assignment or sublease, Tenant or the assignee or subtenant of Tenant shall pay to Landlord any legal and administrative costs incurred by Landlord in approving such assignment or subletting. Any such assignment or sublease, even with the approval of Landlord, shall not relieve Tenant, and/or any guarantors, from liability for payment of all forms of rental and other charges herein provided or from the obligations to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease, or a consent to the assignment or subletting of the Premises. Consent to any assignment or subletting shall not be deemed a consent to any future assignment or subletting. Any merger, consolidation or transfer of corporate shares or ownership interests of Tenant, if Tenant is a corporation or limited liability company or any such other form of entity, so as to result in a change in the present voting control of the Tenant by the person or persons owning a majority of said corporate shares or ownership interests on the date of this Lease, shall constitute an assignment and be subject to the conditions of this Paragraph. If Tenant is a general partnership having one or more corporations or limited liability companies as partners or if Tenant is a limited partnership having one or more corporations or limited liability companies as general partners, the provisions of the preceding sentence shall apply to each of such corporations or limited liability companies as if such corporation or limited liability company alone had been the Tenant hereunder. If Tenant is a partnership, the withdrawal, addition or substitution of a general partner shall be an assignment subject to the provisions of this Paragraph. Moreover, in the event that the rental due and payable by a sublessee or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incident thereto exceeds the rental payable under this Lease or if with respect to a permitted assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be. Finally, in the event of any assignment or subletting, it is understood and agreed that all rentals paid to Tenant by an assignee or sublessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without reduction of any kind, and upon election by Landlord such rentals shall be paid directly to Landlord.

23. **Landlord's Performance for Account of Tenant.** If the Tenant shall continue in default in the performance of any of the covenants or agreements herein contained after the time limit for the curing thereof, then Landlord may perform the same for the account of Tenant. Any amount paid or expense or liability incurred by Landlord in the performance of any such matter for the account of Tenant

shall be deemed to be additional rent and the same (together with interest thereon at the Maximum Rate from the date upon which any such expense shall have been incurred) may, at the option of Landlord, be added to any rent then due or thereafter falling due hereunder.

24. Default by Tenant.

24.1 Events of Default. The following shall be considered for all purposes to be events of default under and a breach of this Lease: (a) any failure of Tenant to pay any rent or other amount when due hereunder; (b) any failure by Tenant to perform or observe any other of the non-monetary terms, provisions, conditions and covenants of this Lease for more than thirty (30) days after written notice of such failure; (c) Landlord determining that Tenant has submitted any false report required to be furnished hereunder; (d) Tenant shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant makes an assignment for the benefit of creditors; (e) if Tenant abandons, vacates or does not do business in the Premises for ten (10) days; (f) this Lease, Tenant's interest herein or in the Premises, any improvements thereon, or any property of Tenant is executed upon or attached; or (g) the Premises come into the hands of or occupied by any person other than expressly permitted under this Lease.

24.2 Landlord's Remedies. Upon the occurrence of any event of default specified in this Lease, Landlord, without a grace period, demand or notice (the same being hereby waived by Tenant), and in addition to all other rights or remedies Landlord may have for such default, shall have the right to pursue any one or more of the following remedies:

(a) Thereupon or at any time thereafter, change the locks of the Premises in accordance with Paragraph 24.3;

(b) Terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force if necessary, without notice or the need to resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; and Landlord may recover from Tenant the amount of all loss and damage which Landlord may suffer by reason of such termination, including, without limitation, all costs of retaking the Premises and the total rent and charges reserved in this Lease for the remainder of the term of this Lease all of which shall be immediately due and payable by Tenant to Landlord; and

(c) Without terminating this Lease, enter upon and take possession of the Premises, and expel or remove Tenant and any other person who may be occupying said Premises, or any part thereof, by force if necessary, without notice or the need to resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Landlord may make such alterations and repairs as it deems advisable to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may extend beyond the term of this Lease) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion deems advisable. Upon each such reletting all rentals received by Landlord therefrom shall be applied: first, to any indebtedness other than rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting, including brokers' and attorneys' fees and costs of alterations and repairs; third, to rent due hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of future rent as it

becomes due hereunder. If rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord. In no event shall Tenant be entitled to any excess rent obtained by reletting the Premises over and above the rent reserved herein.

No reentry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord to Tenant. Notwithstanding any such reletting or reentry or taking possession, without termination, Landlord may at any time thereafter terminate this Lease for any prior breach or default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord.

24.3 Lockout Provisions. Upon the occurrence of an event of default under the Lease, Landlord shall be entitled to change the locks at the Premises. Tenant agrees that entry may be gained for that purpose through use of a duplicate or master key or any other means, that same may be conducted out of the presence of Tenant if Landlord so elects, that no notice shall be required to be posted by the Landlord on any door to the Premises (or elsewhere) disclosing the reason for such action or any other information, and that Landlord shall not be obligated to provide a key to the changed lock to Tenant unless Tenant shall have first:

(a) bring current all payments due to Landlord under this Lease; provided, however, that if Landlord has theretofore formally and permanently repossessed the Premises, or has terminated this Lease, then Landlord shall be under no obligation to provide a key to the new lock(s) to Tenant regardless of Tenant's payment of past-due rent or other past-due amounts, damages, or any other payment or amounts of any nature or kind whatsoever;

(b) fully cure and remedy to Landlord's satisfaction all other defaults of Tenant under this Lease (but if such defaults are not subject to cure, such as early abandonment or vacation of the Premises, then Landlord shall not be obligated to provide the new key to Tenant under any circumstances); and

(c) give Landlord security and assurances satisfactory to Landlord that Tenant intends to and is able to meet and comply with its future obligations under this Lease, both monetary and non-monetary.

Landlord will, upon written request by Tenant, at Landlord's convenience and upon Tenant's execution and delivery of such waivers and indemnifications as Landlord may require, at Landlord's option either (i) escort Tenant or its specifically authorized employees or agents to the Premises to retrieve personal belongings and effects of Tenant's employees (as opposed to property which is an asset of Tenant or any guarantor), and property of Tenant that is not subject to the Landlord's liens and security interests described herein, or (ii) obtain from Tenant a list of such property described in (i), above, and arrange for such items to be removed from the Premises and made available to Tenant at such place and at such time in or about the Premises as Landlord may designate; provided, however, that if Landlord elects option (ii), then Tenant shall be required to pay in cash, in advance to Landlord (A) the estimated costs that Landlord will incur in removing such property from the Premises and making same available to Tenant at the stipulated location, and (B) all moving and/or storage charges theretofore or to be incurred by Landlord with respect to such property. The provisions of this Paragraph 24.3 are intended to override and supersede any conflicting provisions of the Texas Property Code (including, without limitation, Chapter

93 thereof, and any amendments or successor statutes thereto), and of any other law, to the maximum extent permitted by applicable law.

25. **Landlord's Lien.** To secure the performance of Tenant's obligations under this Lease, Tenant, as Debtor, and referred to in this Paragraph as "Debtor", hereby grants to Landlord, as "Secured Party", a security interest in and an express contractual lien upon all of Debtor's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, chattels, and other personal property of Debtor which is now on the Premises or which is placed on the Premises at some later date, and all proceeds from such items. This property shall not be removed from the Premises without the consent of Secured Party until all arrearages in rent and all other sums of money being due to Secured Party under this Lease have been paid and discharged, and all the covenants, agreements, and conditions of this Lease have been fully complied with and performed by Debtor. Secured Party is authorized and Debtor hereby irrevocably and throughout the term of this Lease (and any extensions or renewals thereof) appoints Secured Party as its attorney-in-fact to prepare and file financing statements signed only by Secured Party as attorney-in-fact on behalf of Debtor covering the security described above; moreover, Debtor agrees to sign the same upon request. Notwithstanding the foregoing, Secured Party is hereby authorized to file a duplicate original or copy of this Lease as a financing statement with the Office of the Secretary of State and with the appropriate county clerk's office for the county where the Premises are located, as appropriate. Upon default under this Lease by Debtor, any or all of Debtor's obligations to Secured Party secured hereby shall, at Secured Party's option, be immediately due and payable without notice or demand. In addition to all rights or remedies of Secured Party under this Lease and the law, including the right to a judicial or nonjudicial foreclosure, Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Texas. This security agreement and the security interest hereby created shall survive the termination of this Lease if such termination results from Debtor's default. The above-described security interest and lien are in addition to and cumulative of the Landlord's lien provided by the laws of the State of Texas.

26. **Waiver of Rights of Redemption.** To the extent permitted by law, Tenant waives any and all rights of redemption granted by or under any present or future laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises due to Tenant's default hereunder or otherwise.

27. **Default by Landlord.** Landlord shall in no event be charged with default in any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice to Landlord by Tenant, specifically describing such failure. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premises, and in no event shall any personal liability be asserted against Landlord in connection with this Lease, nor shall any recourse be had to any other property or assets of Landlord.

28. **Application of Payments Received From Tenant.** Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord according to Landlord's sole discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by Landlord of a check or checks drawn by a party other than Tenant shall not affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment or sublease of this Lease by Tenant.

29. **Notices.** All notices required to be given hereunder shall be in writing, and shall be served upon the party to be notified or upon its agent to the appropriate address shown below:

Landlord: Loop 410 Development, Ltd Co.
P.O. Box 460331
San Antonio, Tx. 78246
Facsimile: (210) 342-2906
E-mail: jose_fong@hotmail.com

Tenant: VP Times, Inc.
7823 Moss Brook Dr.
San Antonio, Texas 78255
Facsimile: () -
E-mail: alpick67@hotmail.com

Any such notices shall be either: (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier; (c) sent by e-mail or telefax, in which case notice shall be deemed delivered upon transmission of such notice; or (d) sent by personal delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

30. **Sale of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease. Furthermore, in the event of a sale or conveyance by Landlord of the Premises, or the property of which the Premises are a part, this Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser thereof.

31. **Waiver.** No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

32. Holding Over and Successors.

32.1 Holding Over. If Tenant (or any subtenant or assignee) holds over or occupies the Premises beyond the term of the Lease (it being agreed there shall be no such holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to twice the monthly rent applicable hereunder at the expiration of the term, prorated for the number of days of such holding over. Without limiting any other remedies to which Landlord may be entitled for such holding over, Tenant shall pay Landlord all damages, consequential and actual, sustained by Landlord as a result of such holding over. If Tenant holds over with or without Landlord's written consent, Tenant shall occupy the Premises as a tenant-at-sufferance and all other terms and provisions of this Lease shall be applicable to the period of such occupancy. Tenant agrees that no additional notice by Landlord will be required to terminate such tenancy-at-sufferance. Tenant agrees that Landlord may institute a forcible detainer or forcible entry and detainer action against Tenant without serving any demand for possession, demand to vacate, notice of termination or similar demand or notice upon Tenant.

32.2 Successors. All rights and liabilities herein given or imposed upon the respective parties hereto shall bind and inure to the several respective heirs, successors, administrators, executors and assigns of the parties and if Tenant is more than one person, they shall be bound jointly and severally by this Lease. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment was approved by Landlord in writing.

33. Brokers or Finders. Tenant represents and warrants to Landlord that it has engaged no broker or finder and that no claims for brokerage commissions or finders' fees will arise in connection with the execution of this Lease and Tenant agrees to indemnify Landlord against and hold it harmless from any liability or expense (including attorney's fees) arising from any such claims asserted against Landlord because of the actions of Tenant, its agents, employees, contractors or invitees.

34. Environmental Issues.

34.1 No Hazardous Materials. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, which Landlord shall not unreasonably withhold provided Tenant demonstrates to Landlord's satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all environmental laws (as such term is herein later defined).

34.2 Indemnification. In addition to, and without limitation on the general indemnity obligations of Tenant under Paragraph 17 of this Lease, Tenant specifically agrees that it shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises or neighboring properties, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term to the proportional extent as a result of any breach by Tenant of its obligations under this Paragraph 34 or any contamination of the Premises or other properties resulting from the presence of Hazardous Materials on or about the Premises caused or permitted by Tenant, its agents, employees, contractors or invitees, except to the extent caused by the acts or omissions of Landlord or any of Landlord's agents, officers, directors, shareholders, partners, employees, owners, officials, contractors, subcontractors, affiliates, successors, or assigns. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site

conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present on or in the Premises or neighboring properties or in the soil or ground water on or under the Premises or neighboring properties. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises or neighboring properties caused or permitted by Tenant or its agents, employees, contractors or invitees results in any contamination of the Premises or other property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises and/or other property to the condition existing prior to the introduction of any such Hazardous Material to the Premises, and/or other property, provided that Landlord's approval of such actions shall first be obtained. Tenant further agrees to defend Landlord in any administrative or judicial proceeding commenced by private individuals or governmental entities seeking recovery of damages for personal injury or property damage, or recovery of civil penalties or fines arising out of, connected with, or relating to any breach by Tenant of its obligations under this Paragraph 34 or any contamination of the Premises or other properties resulting from the presence of Hazardous Materials on or about the Premises or neighboring properties caused or permitted by Tenant or its agents, employees, contractors or invitees. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

34.3 Hazardous Material. As used herein, the term "Hazardous Material" means any pollutant, toxic substance, regulated substance, hazardous waste, hazardous material, hazardous substance, oil, hydrocarbon, asbestos or similar item as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Federal Water Pollution Control Act, as amended, the Texas Water Code, as amended, the Texas Solid Waste Disposal Act, as amended, or any other federal, state or local environmental or health and safety related law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced or subsequently enacted (herein "Environmental Laws").

34.4 Notice of Certain Events. Tenant shall immediately advise Landlord in writing of (a) any governmental or regulatory actions instituted or threatened under any Environmental Law affecting the Premises, (b) all claims made or threatened by any third party against Tenant or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials, (c) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises to be classified in a manner which may support a claim under any Environmental Law, and (d) the discovery of any occurrence or condition on the Premises or any real property adjoining or in the vicinity of the Premises which could subject Tenant or the Premises to any restrictions in ownership, occupancy, transferability or use of the Premises under any Environmental Law. Landlord may elect to join and participate in any settlements, remedial actions, legal proceedings or other actions initiated in connection with any claims under any Environmental Law and to have its reasonable attorney's fees paid by Tenant. At its sole cost and expense, Tenant agrees when applicable or upon request of Landlord to promptly and completely cure and remedy every violation of an Environmental Law caused by Tenant or existing on or because of the Premises and to dispose of the same as required by Environmental Laws or by Landlord.

34.5 Environmental Review. In the event reasonable evidence exists of the occurrence or existence of the violation of any Environmental Law or the presence of any Hazardous Material on the Premises or neighboring properties, Landlord (by its officers, employees and agents) at any time and from time to time may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Premises for the purpose of determining whether there exists on the Premises or neighboring properties any environmental condition which could

reasonably be expected to result in any liability, cost or expense to the Environmental Laws relating to Hazardous Materials. The Site Reviewers are hereby authorized to enter upon the Premises for purposes of conducting Site Assessments. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Premises and neighboring properties and such other tests on the Premises or neighboring properties as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Tenant agrees to supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The results of Site Assessments shall be furnished to Tenant upon request. The cost of performing such Site Assessments shall be paid by Tenant.

35. Miscellaneous.

35.1 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

35.2 Captions. The various headings and numbers herein and the grouping of the provisions of this Lease into Paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

35.3 Gender; Number. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

35.4 Applicable Law. This Lease shall be governed by the laws of the State of Texas.

35.5 Corporation/Entity as Tenant. If a corporation, or other form of entity, executes this Lease as Tenant, it shall promptly furnish Landlord with a certificate of good standing and certified corporate resolutions attesting to the authority of the officers, or authorized persons, executing this Lease on behalf of such corporation or entity.

35.6 Time. Time is of the essence of this Lease.

35.7 Joint and Several Liability. If Tenant is a partnership or other business organization, the members of which are subject to personal liability, the liability of each such member shall be deemed to be joint and several.

35.8 Intentionally Deleted.

35.9 Accord and Satisfaction. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to

Landlord's right to recover any and all amounts owed by Tenant hereunder and the Landlord's right to pursue any other available remedy.

35.10 No Partnership. Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Tenant.

35.11 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Tenant shall not be excused from any obligations for payment of rent, additional rent or any other payments required by the terms of this Lease when same are due, and all such amounts shall be paid when due.

35.12 Submission of Lease. Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant. Upon execution of this Lease by Tenant, Landlord is granted an irrevocable option for sixty (60) days to execute this Lease within said period and thereafter return a fully executed copy to Tenant. The effective date of this Lease shall be the date filled in on Page 1 hereof by Landlord, which shall be the date of execution by the last of the parties to execute this Lease.

35.13 Attorney's Fees and Waiver of Jury Trial. In the event the Landlord finds it necessary to retain an attorney in connection with the default by Tenant in any of the agreements or covenants contained in this Lease, Tenant shall pay reasonable attorney's fees to said attorney. In the event of any litigation regarding this Lease, the losing party shall pay to the prevailing party reasonable attorney's fees. Without limitation on the foregoing, Tenant agrees that should Landlord ever file a forcible detainer action or a forcible entry and detainer action, Landlord shall be entitled to its reasonable attorney's fees and costs in such action, and Landlord shall not be required to give Tenant written notice to vacate or any other notice in order to recover such attorney's fees and costs as provided in Section 24.006 of the Texas Property Code, as amended, or similar statutes. Landlord and Tenant acknowledge the delay, expense and uncertainty associated with a jury trial involving a complex commercial lease of this nature, and in recognition of these inherent problems hereby waive their rights to a jury trial and agree that any litigation regarding this Lease will be tried without a jury.

35.14 Financial Statements. Tenant shall deliver to Landlord, within ninety (90) days after the end of each of Tenant's fiscal years, financial statements of Tenant, in reasonable detail and certified as complete and correct by an authorized officer or principal of Tenant or, certified by an independent certified public accountant if Tenant ordinarily has such statements prepared by an independent accountant or accounting firm.

35.15 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

35.16 Approval. Notwithstanding anything herein to the contrary, any provision of this Lease permitting or requiring discretion, consent, or approval by Landlord will be deemed to require that the same be exercised reasonably and in good faith.

35.17. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

36. Exhibits and Addendums. The exhibits and addendums listed below and attached to this Lease are incorporated herein by reference.

(a) Addendum – Renewal Option.

37. Landlord's Right to Sell; Tenant's Right-of-First-Refusal. In the event Landlord offers the Premises for sale, then Tenant shall have the right (but not the obligation) to purchase the Premises under the following terms and conditions: (1) Once Landlord has established an asking or listing price for the Premises, Landlord shall first notify Tenant in writing of Landlord's intent to sell and shall then offer the Premises for sale to Tenant at this price. Tenant shall have ten (10) days from receipt of such notice to consider this offer, and if Tenant accepts, Tenant shall have forty-five (45) days to close and purchase the Premises. Consideration may be cash or third-party financing or, if agreed between Landlord and Tenant, by assumption, wraparound, or owner finance. (2) If Tenant shall decline or fail to purchase the Premises at the listing or asking price, Landlord shall be free to offer the Premises for sale to others. However, if a bona fide offer is received from a third-party prospective buyer, then Landlord shall again notify Tenant in writing and offer the Premises to Landlord at the price and upon the same or better terms as named by the prospective buyer. Tenant shall have ten (10) days from receipt of such notice to consider this offer, and if Tenant accepts, Tenant shall have forty-five (45) days to close and purchase the Premises. Tenant may shorten or eliminate any applicable time periods in this paragraph by waiving or declining in writing to exercise Tenant's right of first refusal. The right-of-first-refusal described in this Paragraph 37 shall expire on the date of termination or expiration of this Lease. If Tenant fails to exercise its right-of-first-refusal described in, and pursuant to, this Paragraph 37, Landlord may sell the Premises; provided however, such sale by Landlord shall specifically be subject to the terms, provisions, rights and privileges of Tenant under this Lease. Notwithstanding anything herein to the contrary, the right-of-first-refusal granted in this paragraph shall automatically terminate if Tenant is in default under the Lease for failure to pay two (2) month's rent, whether consecutive months or not, during the initial term or any renewal term of the Lease.

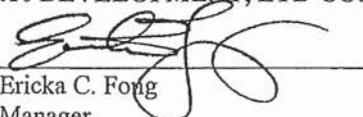
38. Tenant's Purchase Option. Subject Paragraph 37 of this Lease, commencing on year four (4) of this Lease, and thereafter during years five (5), six (6), seven (7) and eight (8), and provided Tenant and Landlord have executed a Renewal Option that is in effect at the time this purchase option is exercised, Tenant shall have the option to purchase the Premises at the purchase price of One Million Seven Hundred Seventy-Five Thousand and No/100ths Dollars (\$1,775,000.00). If Tenant desires to exercise such option to purchase, Tenant shall provide Landlord notice of its intent to purchase the Premises by providing a closing date, which such closing date shall be before the end of the renewal term of the Lease then in effect and before the termination of this purchase option. Tenant may only exercise this purchase option if Tenant is not in default under the Lease. Notwithstanding anything herein to the contrary, the purchase option granted in this paragraph shall automatically terminate if Tenant is in default under the Lease for failure to pay two (2) month's rent, whether consecutive months or not, at any time during the initial term or any renewal term of the Lease.

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IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease to be effective as of the Effective Date.

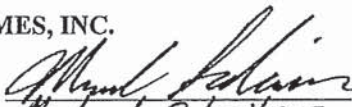
LANDLORD:

LOOP 410 DEVELOPMENT, LTD CO.

By: 
Name: Ericka C. Fong
Title: Manager

TENANT:

VP TIMES, INC.

By: 
Name: Michael Scheller
Title: Member


PERSONAL GUARANTY. The undersigned guarantor (the "Guarantor"), whether one or more, hereby guarantees to Landlord, his legal representatives, successors, and assigns, the full and faithful performance and observance by Tenant, its successors and assigns, of all terms, covenants, conditions, agreements, restrictions, and limitations of the Lease, including, without limitation, the payment of all rent, together with the payment of all costs, attorneys fees and other expenses incurred by Landlord in enforcing such performance and observation.

Guarantor represents that he (or she) will receive substantial benefit and consideration if said Lease is entered into with Tenant.

Guarantor further covenants that: (1) the liability of the Guarantor is primary, shall not be subject to deduction for any claim or offset, counterclaim or defense which Tenant may have against Landlord, and Landlord may proceed against Guarantor separately or jointly, before, after or simultaneously with any proceeding against Tenant for default; (2) this Guaranty shall not be terminated or impaired in any manner whatsoever by reason of the assertion by the Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Lease, by reason of any summary or other proceeding against Tenant, or by reason of any extension of time or indulgence granted by Landlord to Tenant; (3) Guarantor expressly waives any requirement of notice of nonpayment, nonperformance or nonobservance or proof of notice or demand; and (4) this Guaranty shall be absolute and unconditional and shall remain and continue in full force and effect as to any and all renewals, extensions, amendments, additions, assignments, subleases, transfers or other modifications of the Lease. All obligations and liabilities of Guarantor pursuant to this Guaranty shall be binding on the heirs, personal representatives, successors, and assigns of the Guarantor. This Guaranty shall be governed by and construed in accordance with the laws of the state of Texas.

Dated this 21st day of June, 2017.

GUARANTOR:


CHRISTOPHER MUSE

GUARANTOR:

CHRIS GEORGE MORIN

GUARANTOR:


MICHAEL WILLIAM SCHEILER

ADDENDUM

RENEWAL OPTION

This Renewal Option Addendum (Renewal Addendum) dated _____, _____ by and between LOOP 410 DEVELOPMENT, LTD CO., a Texas limited liability company, (hereinafter "Landlord") and VP TIMES, INC., a Texas corporation (hereinafter "Tenant", whether one or more) shall be attached to and become a part of that certain lease between the parties dated June 21, 2017 for the rental of the Premises (as defined in the Lease).

For good and valuable consideration, the Landlord and Tenant agree as follows:

1. **Renewal Term.** Provided that Tenant has not defaulted in respect to any provision of the Lease, Tenant shall have the right to extend the term of the Lease for seven (7) additional periods of twelve (12) months each commencing the first day of the month following the expiration of the prior term ("Commencement Date"); provided, however, that written notice is given by Tenant to the Landlord at least ninety (90) days prior to the applicable expiration date of the term of the Lease stating Tenant's intention to extend the Lease, and further provided that all provisions of the Lease (other than rental as may be modified as provided below) shall continue in full force and effect for such renewal.

2. **Rent.** Rent payment amount for the Premises for the renewal period(s) shall be \$11,500.00 per month (\$138,000.00 per year)

Tenant shall pay the first rent payment for the Premises, applicable to the renewal term, on the Commencement Date. The rent payment for the renewal term shall be paid on a monthly basis and said monthly rent shall be paid in advance on the first day of each month of the term, with proration to occur for any partial month if the Commencement Date is other than on the first day of a calendar month. All rentals to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand, on or before the first day of each and every month during the term hereof, and at such place or places as may be designated from time to time by Landlord. Tenant's obligation to pay rent under this Lease is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach of this Lease by Landlord, shall release Tenant of its obligation to pay rent as required by this Lease.

3. **Capitalized Terms.** All initial capitalized terms used in this Renewal Addendum are intended to have the same meaning as such initial capitalized terms used in the Lease and vice versa.

4. **Remainder of Lease Unaffected.** Except as expressly amended hereby, the remainder of the Lease shall be unaffected and shall remain in full force and effect.

LANDLORD:

LOOP 410 DEVELOPMENT, LTD CO.

By: _____
Name: Ericka C. Fong
Title: Manager

TENANT:

VP TIMES, INC.

By: _____
Name: _____
Title: _____

Exhibit G

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filing Fee: \$300

Filed in the Office of the
Secretary of State of Texas
Filing #: 802774678 07/24/2017
Document #: 751836310002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

EZ 365 Bar & Grill Limited Liability Company

Article 2 – Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:

Williams Tax and Financial Services, Inc

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

13515 Palatine Hill San Antonio TX 78253

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Christopher Muse**

Title: **Manager**

Address: **7823 Moss Brook Dr San Antonio TX, USA 78255**

Manager 2: **Christopher G Morin**

Title: **Manager**

Address: **7802 Kinglet CT San Antonio TX, USA 78251**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Christopher Muse **7823 Moss Brook Dr San Antonio TX 78255**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Christopher Muse

Signature of Organizer

FILING OFFICE COPY

Exhibit H

Wells Fargo Business Choice Checking

Account number: [REDACTED] 9627 ■ July 1, 2017 - July 31, 2017 ■ Page 1 of 7



MMM 410 BAR AND GRILL LLC
2831 NW LOOP 410
SAN ANTONIO TX 78230-5105

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Cash flow is a key indicator of the financial health of your business. Find tips and strategies for effective cash flow management at wellsfargoworks.com.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

Activity summary

Beginning balance on 7/1	\$8,323.15
Deposits/Credits	133,197.00
Withdrawals/Debits	- 137,859.18
Ending balance on 7/31	\$3,660.97
Average ledger balance this period	\$33,481.21

Account number: 2103069627

MMM 410 BAR AND GRILL LLC

Texas/Arkansas account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 111900659

For Wire Transfers use

Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/3		Check		2,500.00	
7/3		Check		1,025.25	
7/3		Check		281.25	4,516.65
7/5		eDeposit IN Branch/Store 07/05/17 12:37:14 Pm 40 NE Loop 410 San Antonio TX 7836	21,680.00		
7/5		Check		1,114.30	25,082.35
7/6		eDeposit IN Branch/Store 07/06/17 03:10:46 Pm 823 NE Loop 410 San Antonio TX 7836	13,670.00		
7/6	116	Deposited OR Cashed Check		240.00	
7/6		Withdrawal Made In A Branch/Store		4,000.00	
7/6	108	Check		981.14	
7/6	100	Check		270.00	
7/6	117	Check		372.00	
7/6	101	Check		100.00	
7/6	106	Check		300.00	32,489.21
7/7		Online Transfer to Mmm 410 Bar and Grill LLC Ref #1b03Kpsmmf Business Checking Loop 410 Development		8,500.00	
7/7		Online Transfer to Mmm 410 Bar and Grill LLC Ref #1b03Kr39T6 Business Checking Focus		4,330.00	
7/7	118	Check		90.00	
7/7		Check		225.00	19,344.21
7/10		Withdrawal Made In A Branch/Store		3,500.00	
7/10		Withdrawal Made In A Branch/Store		2,000.00	
7/10		Online Transfer to Mmm 410 Bar and Grill LLC Ref #1b03KI7Rbt Business Checking Liquor		2,900.00	
7/10	120	Check		488.00	
7/10	112	Check		90.00	
7/10	113	Check		300.00	
7/10	121	Check		55.00	
7/10	114	Check		80.00	
7/10	115	Check		102.24	9,828.97
7/11		eDeposit IN Branch/Store 07/11/17 01:29:55 Pm 40 NE Loop 410 San Antonio TX 7836	19,515.00		
7/11		Harland Clarke Check/Acc. [REDACTED] Mmm \$[REDACTED] Bar and Grill		151.25	
7/11		Cash eWithdrawal In Branch/Store 07/11/2017 1:31 Pm 40 NE Loop 410 San Antonio TX 7836		1,000.00	
7/11	119	Check		127.50	
7/11	122	Check		928.62	
7/11	1002	Check		843.00	26,293.60
7/12	1005	Check		821.65	
7/12	1003	Check		1,155.60	24,316.35
7/13		eDeposit IN Branch/Store 07/13/17 03:09:12 Pm 40 NE Loop 410 San Antonio TX	5,516.00		
7/13	1001	Deposited OR Cashed Check		170.00	
7/13	1007	Check		2,474.26	
7/13	1006	Check		3,613.02	
7/13	1008	Check		116.80	23,458.27
7/14		Withdrawal Made In A Branch/Store		3,557.00	
7/14		Intuit 8004Intuit [REDACTED] Brian Williams		333.40	
7/14	1004	Check		119.25	19,448.62
7/17		eDeposit IN Branch/Store 07/17/17 11:04:07 Am 40 NE Loop 410 San Antonio TX 7836	14,329.00		
7/17		eDeposit IN Branch/Store 07/17/17 11:34:24 Am 40 NE Loop 410 San Antonio TX 9627	43,500.00		
7/17		Cash eWithdrawal In Branch/Store 07/17/2017 11:08 Am 40 NE Loop 410 San Antonio TX 7836		1,400.00	
7/17	1009	Check		78.75	
7/17	1011	Check		1,054.59	
7/17	1010	Check		2,871.66	71,872.62



Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/18	1013	Check		448.16	
7/18	107	Check		150.00	
7/18	1012	Check		253.00	
7/18	1014	Check		1,583.67	
7/18	1016	Check		49.00	69,388.79
7/19		eDeposit IN Branch/Store 07/19/17 11:30:31 Am 40 NE Loop 410 San Antonio TX 7836	4,502.00		
7/19		Withdrawal Made In A Branch/Store		3,100.00	
7/19	1015	Check		640.00	
7/19	1024	Check		489.90	
7/19	1022	Check		162.50	
7/19	1019	Check		343.00	69,155.39
7/20	1026	Cashed Check		2,339.17	
7/20	1035	Check		152.00	
7/20	1028	Check		359.70	
7/20	1021	Check		806.26	
7/20	1020	Check		208.80	65,289.46
7/21		eDeposit IN Branch/Store 07/21/17 09:46:42 Am 40 NE Loop 410 San Antonio TX 7836	4,486.00		
7/21	1018	Cashed Check		60.00	
7/21	1032	Cashed Check		551.00	
7/21	1025	Check		100.00	
7/21	1017	Check		168.08	
7/21	1031	Check		448.50	
7/21	1006	Check		14.76	
7/21	1039	Check		226.00	
7/21	1034	Check		55.38	
7/21	1012	Check		72.78	
7/21	1023	Check		133.10	
7/21	1037	Check		182.00	
7/21	1036	Check		655.50	
7/21	1019	Check		95.54	67,012.82
7/24		Deposit Made In A Branch/Store	3,875.00		
7/24		Deposit Made In A Branch/Store	200.00		
7/24		ATM Withdrawal authorized on 07/22 2929 Thousand Oaks Dr San Antonio TX [REDACTED] Card 7836		200.00	
7/24	1022	Deposited OR Cashed Check		45.02	
7/24	1041	Deposited OR Cashed Check		97.50	
7/24	1010	Check		188.63	
7/24	1027	Check		13.77	
7/24	1038	Check		216.00	
7/24	1024	Check		569.62	
7/24	1030	Check		1,200.00	
7/24	1005	Check		520.56	
7/24	1030	Check		600.00	
7/24	1028	Check		600.00	
7/24	1029	Check		104.00	66,732.72
7/25		eDeposit IN Branch/Store 07/25/17 05:02:15 Pm 40 NE Loop 410 San Antonio TX 7846	392.00		
7/25		eDeposit IN Branch/Store 07/25/17 05:04:19 Pm 40 NE Loop 410 San Antonio TX 7846	832.00		
7/25		eDeposit IN Branch/Store 07/25/17 05:06:32 Pm 40 NE Loop 410 San Antonio TX 9627	700.00		
7/25		Cash eWithdrawal In Branch/Store 07/25/2017 5:13 Pm 40 NE Loop 410 San Antonio TX 7846		2,000.00	66,656.72
7/26	1038	Cashed Check		3,500.00	
7/26		Withdrawal Made In A Branch/Store		5,000.00	
7/26	1033	Check		590.80	
7/26	1034	Check		291.05	57,274.87
7/27		DIRECTV DIRECTV [REDACTED] 2157 *The Vanity Factory		814.16	
7/27	1042	Check		97.37	
7/27	1002	Check		97.37	



Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/27	1032	Check		152.00	
7/27	1026	Check		28.52	
7/27	1043	Check		400.00	
7/27	1035	Check		793.49	54,891.96
7/28		Withdrawal Made In A Branch/Store		42,819.18	
7/28	1003	Check		72.78	
7/28	1037	Check		154.48	
7/28	1039	Check		2,438.43	9,407.09
7/31	1004	Check		45.24	
7/31	1040	Check		129.86	
7/31	1036	Check		5,363.54	
7/31		Cash Deposited Fee		202.80	
7/31		Currency Ordered Fee		4.68	3,660.97
Ending balance on 7/31					3,660.97
Totals			\$133,197.00	\$137,859.18	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
	7/3	2,500.00	1004	7/14	119.25	1024	7/24	569.62
	7/3	1,025.25	1005	7/12	821.65	1025	7/21	100.00
	7/5	1,114.30	1005	7/24	520.56	1026	7/20	2,339.17
	7/3	281.25	1006	7/13	3,613.02	1026	7/27	28.52
	7/7	225.00	1006	7/21	14.76	1027	7/24	13.77
100	7/6	270.00	1007	7/13	2,474.26	1028	7/20	359.70
101	7/6	100.00	1008	7/13	116.80	1028	7/24	600.00
106 *	7/6	300.00	1009	7/17	78.75	1029	7/24	104.00
107	7/18	150.00	1010	7/17	2,871.66	1030	7/24	1,200.00
108	7/6	981.14	1010	7/24	188.63	1030	7/24	600.00
112 *	7/10	90.00	1011	7/17	1,054.59	1031	7/21	448.50
113	7/10	300.00	1012	7/18	253.00	1032	7/21	551.00
114	7/10	80.00	1012	7/21	72.78	1032	7/27	152.00
115	7/10	102.24	1013	7/18	448.16	1033	7/26	590.80
116	7/6	240.00	1014	7/18	1,583.67	1034	7/26	291.05
117	7/6	372.00	1015	7/19	640.00	1034	7/21	55.38
118	7/7	90.00	1016	7/18	49.00	1035	7/20	152.00
119	7/11	127.50	1017	7/21	168.08	1035	7/27	793.49
120	7/10	488.00	1018	7/21	60.00	1036	7/31	5,363.54
121	7/10	55.00	1019	7/19	343.00	1036	7/21	655.50
122	7/11	928.62	1019	7/21	95.54	1037	7/28	154.48
1001 *	7/13	170.00	1020	7/20	208.80	1037	7/21	182.00
1002	7/27	97.37	1021	7/20	806.26	1038	7/26	3,500.00
1002	7/11	843.00	1022	7/24	45.02	1038	7/24	216.00
1003	7/12	1,155.60	1022	7/19	162.50	1039	7/28	2,438.43
1003	7/28	72.78	1023	7/21	133.10	1039	7/21	226.00
1004	7/31	45.24	1024	7/19	489.90	1040	7/31	129.86

**Summary of checks written (continued)**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1041	7/24	97.50	1042	7/27	97.37	1043	7/27	400.00

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 07/01/2017 - 07/31/2017

Standard monthly service fee \$14.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service feeHave any **ONE** of the following account requirements

- Average ledger balance
- Qualifying transaction from a linked Wells Fargo Business Payroll Services account
- Qualifying transaction from a linked Wells Fargo Merchant Services account
- Total number of posted Wells Fargo Debit Card purchases and/or payments
- Enrollment in a linked Direct Pay service through Wells Fargo Business Online
- Combined balances in linked accounts, which may include
 - Average ledger balances in business checking, savings, and time accounts
 - Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit
 - For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at www.wellsfargo.com/biz/fee-information

Minimum required

This fee period

\$7,500.00

\$33,481.00 ☒

1

0 ☐

1

0 ☐

10

0 ☐

1

0 ☐

\$10,000.00

☒

wxwx

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	75,100	7,500	67,600	0.0030	202.80
Transactions	102	200	0	0.50	0.00
Total service charges					\$202.80

IMPORTANT ACCOUNT INFORMATION

Periodically, it is necessary to update selected sections of the disclosures you received when you opened your account. These updates provide you with the most up to date account information and are very important; so please review this information carefully and feel free to contact us with any questions or concerns.

We updated the Business Account Agreement ("Agreement"). In the section titled "Available balance, posting order, and overdrafts," the following question about our standard overdraft coverage was added:

What is Wells Fargo's standard overdraft coverage?



Our standard overdraft coverage is when, at our discretion, we pay checks or automatic payments (such as ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If you remove our standard overdraft coverage from your account, the following will apply if you do not have enough money in your account or accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and assess a non-sufficient funds/NSF returned item fee and you could be assessed additional fees by merchants.
- We will not authorize transactions such as ATM withdrawals or everyday debit card purchases into overdraft.
- We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

All other aspects of the Agreement remain the same. If there is a conflict between the language above and the Agreement, this language will control.

If you remove our standard overdraft coverage and your account is enrolled in Debit Card Overdraft Service, Debit Card Overdraft Service will be removed and we will not authorize transactions such as ATM withdrawals or everyday debit card purchases into overdraft.

To learn more about tools that Wells Fargo offers to help you avoid overdraft and/or returned item fees, visit wellsfargo.com/biz/checking/quickstart/overdraft-protection, speak with a local banker or call the phone number on the top of your statement. Thank you for being a Wells Fargo customer. As a valued Wells Fargo customer we hope you find this information helpful.

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

A. The ending balance
shown on your statement \$

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.	\$ _____
	\$ _____
	\$ _____
	+ \$ _____
..... TOTAL \$	_____

(Add Parts A and B)

..... TOTAL \$

C. The total outstanding checks and withdrawals from the chart above - \$

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register

[illegible]

Wells Fargo Business Choice Checking

Account number: 69627 ■ June 26, 2017 - June 30, 2017 ■ Page 1 of 5



MMM 410 BAR AND GRILL LLC
2831 NW LOOP 410
SAN ANTONIO TX 78230-5105

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Cash flow is a key indicator of the financial health of your business. Find tips and strategies for effective cash flow management at wellsfargoworks.com.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

Activity summary

Beginning balance on 6/26	\$0.00
Deposits/Credits	11,542.00
Withdrawals/Debits	- 3,218.85
Ending balance on 6/30	\$8,323.15
 Average ledger balance this period	 \$6,632.39

Account number: 2103069627

MMM 410 BAR AND GRILL LLC

Texas/Arkansas account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 111900659

For Wire Transfers use

Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
6/26		eDeposit IN Branch/Store 06/26/17 02:46:30 Pm 823 NE Loop 410 San Antonio TX 7836	4,190.00		4,190.00
6/28		eDeposit IN Branch/Store 06/28/17 05:48:31 Pm 823 NE Loop 410 San Antonio TX 9627	5,940.00		
6/28		Purchase authorized on 06/27 Sur Flo Beverages 2108894772 TX [REDACTED] Card 7836		427.00	
6/28		Check		631.00	
6/28		Check		1,246.55	7,825.45
6/29		eDeposit IN Branch/Store 06/29/17 04:01:29 Pm 40 NE Loop 410 San Antonio TX 7836	1,412.00		
6/29		Check		618.70	8,618.75
6/30		Check		281.00	
6/30		Cash Deposited Fee		12.00	
6/30		Currency Ordered Fee		2.60	8,323.15
Ending balance on 6/30					8,323.15
Totals			\$11,542.00	\$3,218.85	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
	6/30	281.00		6/28	631.00		6/28	1,246.55
	6/29	618.70						

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 06/26/2017 - 06/30/2017 Standard monthly service fee \$14.00 You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee

Have any ONE of the following account requirements

- Average ledger balance
- Qualifying transaction from a linked Wells Fargo Business Payroll Services account
- Qualifying transaction from a linked Wells Fargo Merchant Services account
- Total number of posted Wells Fargo Debit Card purchases and/or payments
- Enrollment in a linked Direct Pay service through Wells Fargo Business Online
- Combined balances in linked accounts, which may include
 - Average ledger balances in business checking, savings, and time accounts
 - Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit
 - For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at www.wellsfargo.com/biz/fee-information

Minimum required

This fee period

\$7,500.00	\$6,632.00 <input type="checkbox"/>
1	0 <input type="checkbox"/>
1	0 <input type="checkbox"/>
10	1 <input type="checkbox"/>
1	0 <input type="checkbox"/>
\$10,000.00	<input type="checkbox"/>



Account transaction fees summary

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	11,500	7,500	4,000	0.0030	12.00
Transactions	7	200	0	0.50	0.00
Total service charges					\$12.00

IMPORTANT ACCOUNT INFORMATION

Revised Agreement for Online Access

We're updating our Online Access Agreement effective September 15, 2017.

To see what is changing, please visit wellsfargo.com/onlineupdates.

Periodically, it is necessary to update selected sections of the disclosures you received when you opened your account. These updates provide you with the most up to date account information and are very important; so please review this information carefully and feel free to contact us with any questions or concerns.

We are updating the Account Agreement ("Agreement") dated April 24, 2017. Effective August 15, 2017, in the section titled "Rights and Responsibilities", the subsections "When can you close your account?" and "If you request to close your account, we may allow you to keep funds in your account to cover outstanding Items to be paid" are deleted and replaced with the following:

When can you close your account?

You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as legal order holds or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero.

- All outstanding Items need to be processed and posted to your account before your request to close. Once the account is closed Items will be returned unpaid.
- Any recurring payments or withdrawals from your account need to be cancelled before your request to close (examples include bill payments, debit card payments, and direct deposits) otherwise, they may be returned unpaid.

We will not be liable for any loss or damage that may result from not honoring Items or recurring payments or withdrawals that are presented or received after your account is closed.

At the time of your request to close:

- For interest-earning accounts, it stops earning interest from the date you request to close your account.
- Overdraft Protection and/or Debit Card Overdraft Service will be removed on the date you request to close your account.
- The Agreement continues to apply.
- If you have requested to close your account and a positive balance remains, we may send you a check for the remaining balance. Even after your account is closed, you will remain responsible for any negative balance.

In California branches you can request to close your account at any time if the account does not have any restrictions such as legal order holds or court blocks. Even after your account is closed, you will remain responsible for any negative balance.

All other aspects of the Agreement remain the same. If there is a conflict between the updated language above and the Agreement, the updated language will control.



Thank you for being a Wells Fargo customer. As a valued Wells Fargo customer, we hope you find this information helpful. Again, if you have questions or concerns about these changes, please contact your local banker or call the number listed on your statement.

Wells Fargo Simple Business Checking

Account number: [REDACTED] 9643 ■ June 26, 2017 - June 30, 2017 ■ Page 1 of 4



MMM 410 BAR AND GRILL LLC
2831 NW LOOP 410
SAN ANTONIO TX 78230-5105

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)

P.O. Box 6995

Portland, OR 97228-6995

Your Business and Wells Fargo

Cash flow is a key indicator of the financial health of your business. Find tips and strategies for effective cash flow management at wellsfargoworks.com.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking ☒
Online Statements ☒
Business Bill Pay ☐
Business Spending Report ☒
Overdraft Protection ☐

Activity summary

Beginning balance on 6/26	\$0.00
Deposits/Credits	0.00
Withdrawals/Debits	- 0.00
Ending balance on 6/30	\$0.00

Account number: 2103069643

MMM 410 BAR AND GRILL LLC

Texas/Arkansas account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 111900659

For Wire Transfers use

Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 06/26/2017 - 06/30/2017

Standard monthly service fee \$10.00

You paid \$0.00



Monthly service fee summary (continued)

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average ledger balance	\$500.00	\$0.00 <input type="checkbox"/>

CUC1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	3,000	0	0.0030	0.00
Transactions	0	50	0	0.50	0.00
Total service charges					\$0.00

IMPORTANT ACCOUNT INFORMATION

Revised Agreement for Online Access

We're updating our Online Access Agreement effective September 15, 2017.

To see what is changing, please visit wellsfargo.com/onlineupdates.

Periodically, it is necessary to update selected sections of the disclosures you received when you opened your account. These updates provide you with the most up to date account information and are very important; so please review this information carefully and feel free to contact us with any questions or concerns.

We are updating the Account Agreement ("Agreement") dated April 24, 2017. Effective August 15, 2017, in the section titled "Rights and Responsibilities", the subsections "When can you close your account?" and "If you request to close your account, we may allow you to keep funds in your account to cover outstanding items to be paid" are deleted and replaced with the following:

When can you close your account?

You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as legal order holds or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero.

- All outstanding items need to be processed and posted to your account before your request to close. Once the account is closed items will be returned unpaid.
- Any recurring payments or withdrawals from your account need to be cancelled before your request to close (examples include bill payments, debit card payments, and direct deposits) otherwise, they may be returned unpaid.

We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are presented or received after your account is closed.

At the time of your request to close:

- For interest-earning accounts, it stops earning interest from the date you request to close your account.
- Overdraft Protection and/or Debit Card Overdraft Service will be removed on the date you request to close your account.
- The Agreement continues to apply.



- If you have requested to close your account and a positive balance remains, we may send you a check for the remaining balance. Even after your account is closed, you will remain responsible for any negative balance.

In California branches you can request to close your account at any time if the account does not have any restrictions such as legal order holds or court blocks. Even after your account is closed, you will remain responsible for any negative balance.

All other aspects of the Agreement remain the same. If there is a conflict between the updated language above and the Agreement, the updated language will control.

Thank you for being a Wells Fargo customer. As a valued Wells Fargo customer, we hope you find this information helpful. Again, if you have questions or concerns about these changes, please contact your local banker or call the number listed on your statement.



General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

Account Balance Calculation Worksheet

ENTER

ADD

CALCULATE THE SUBTOTAL

SUBTRACT

CALCULATE THE ENDING BALANCE

Wells Fargo Simple Business Checking

Account number: [REDACTED] 9643 ■ July 1, 2017 - July 31, 2017 ■ Page 1 of 4



MMM 410 BAR AND GRILL LLC
2831 NW LOOP 410
SAN ANTONIO TX 78230-5105

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Cash flow is a key indicator of the financial health of your business. Find tips and strategies for effective cash flow management at wellsfargoworks.com.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking ☒
Online Statements ☒
Business Bill Pay ☐
Business Spending Report ☒
Overdraft Protection ☐

Activity summary

Beginning balance on 7/1	\$0.00
Deposits/Credits	36,269.20
Withdrawals/Debits	- 35,879.71
Ending balance on 7/31	\$389.49
 Average ledger balance this period	 \$7,141.82

Account number: 2103069643

MMM 410 BAR AND GRILL LLC

Texas/Arkansas account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 111900659

For Wire Transfers use

Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/7		Online Transfer From Mmm 410 Bar and Grill LLC Ref #1b03Kpsmmf Business Checking Loop 410 Development	8,500.00		
7/7		Online Transfer From Mmm 410 Bar and Grill LLC Ref #1b03Kr39T6 Business Checking Focus	4,330.00		
7/7		Check		8,500.00	4,330.00
7/10		Online Transfer From Mmm 410 Bar and Grill LLC Ref #1b03Kt7Rbt Business Checking Liquor	2,900.00		
7/10	102	Check		4,330.00	2,900.00
7/11		Clearent LLC Deposits [REDACTED] Trophys	0.25		
7/11		Clearent LLC Deposits [REDACTED] Trophys	1,617.33		
7/11		Clearent LLC Deposits [REDACTED] Trophys	2,459.50		6,977.08
7/12		Clearent LLC Deposits [REDACTED] Trophys	363.25		7,340.33
7/13		Clearent LLC Deposits [REDACTED] Trophys	1,467.25		8,807.58
7/17		Clearent LLC Deposits [REDACTED] Trophys	1,362.75		10,170.33
7/18		Clearent LLC Deposits [REDACTED] Trophys	1,674.25		
7/18		Clearent LLC Deposits [REDACTED] Trophys	4,717.25		16,561.83
7/20		Clearent LLC Deposits [REDACTED] Trophys	646.75		17,208.58
7/21		Clearent LLC Deposits [REDACTED] Trophys	435.75		
7/21		Withdrawal Made In A Branch/Store		6,000.00	
7/21		Withdrawal Made In A Branch/Store		40.00	11,604.33
7/24		Clearent LLC Deposits [REDACTED] Trophys	1,011.25		12,615.58
7/25		Clearent LLC Deposits [REDACTED] Trophys	1,109.49		
7/25		Clearent LLC Deposits [REDACTED] Trophys	1,732.18		15,457.25
7/26		Clearent LLC Deposits [REDACTED] Trophys	324.47		15,781.72
7/27		Clearent LLC Deposits [REDACTED] Trophys	617.50		16,399.22
7/28		Clearent LLC Deposits [REDACTED] Trophys	610.49		
7/28		Withdrawal Made In A Branch/Store		12,009.71	
7/28		Withdrawal Made In A Branch/Store		5,000.00	0.00
7/31		Clearent LLC Deposits [REDACTED] Trophys	389.49		389.49
Ending balance on 7/31					389.49
Totals			\$36,269.20	\$35,879.71	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount
	7/7	8,500.00	102	7/10	4,330.00

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 07/01/2017 - 07/31/2017 Standard monthly service fee \$10.00 You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average ledger balance	\$500.00	\$7,142.00 <input checked="" type="checkbox"/>

C1/C1



Account transaction fees summary

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	0	3,000	0	0.0030	0.00
Transactions	19	50	0	0.50	0.00
Total service charges					\$0.00

IMPORTANT ACCOUNT INFORMATION

Periodically, it is necessary to update selected sections of the disclosures you received when you opened your account. These updates provide you with the most up to date account information and are very important; so please review this information carefully and feel free to contact us with any questions or concerns.

We updated the Business Account Agreement ("Agreement"). In the section titled "Available balance, posting order, and overdrafts," the following question about our standard overdraft coverage was added:

What is Wells Fargo's standard overdraft coverage?

Our standard overdraft coverage is when, at our discretion, we pay checks or automatic payments (such as ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If you remove our standard overdraft coverage from your account, the following will apply if you do not have enough money in your account or accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and assess a non-sufficient funds/NSF returned item fee and you could be assessed additional fees by merchants.
- We will not authorize transactions such as ATM withdrawals or everyday debit card purchases into overdraft.
- We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

All other aspects of the Agreement remain the same. If there is a conflict between the language above and the Agreement, this language will control.

If you remove our standard overdraft coverage and your account is enrolled in Debit Card Overdraft Service, Debit Card Overdraft Service will be removed and we will not authorize transactions such as ATM withdrawals or everyday debit card purchases into overdraft.

To learn more about tools that Wells Fargo offers to help you avoid overdraft and/or returned item fees, visit wellsfargo.com/biz/checking/quickstart/overdraft-protection, speak with a local banker or call the phone number on the top of your statement. Thank you for being a Wells Fargo customer. As a valued Wells Fargo customer we hope you find this information helpful.



General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance
shown on your statement \$

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

	\$	_____	
	\$	_____	
	\$	_____	
	+	\$	_____
..... TOTAL \$			

CALCULATE THE SUBTOTAL

(Add Parts A and B)

.....TOTAL \$

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above - \$

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in

[illegible]

Exhibit 1

CAUSE NO. 2017CI14414

MICHAEL SCHEILER, Individually	§	IN THE DISTRICT COURT
and	§	
Derivatively on Behalf of MMM 410	§	
BAR	§	
AND GRILL, LLC,	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	224th JUDICIAL DISTRICT
CHRISTOPHER MICHAEL MUSE,	§	
CHRIS GEORGE MORIN, JOSE	§	
FONG, EZ 365 BAR & GRILL, LLC,	§	
EF JFM, LLC, VP TIMES, INC.,	§	
MICHAEL SMALL and ATM	§	
TECHNOLOGIES, LCC,	§	
<i>Defendants.</i>	§	BEXAR COUNTY, TEXAS

AFFIDAVIT OF LINDA MARIE TIJERINA

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Linda Marie Tijerina, who swore on oath that the following facts are true:

1. "My name is Linda Marie Tijerina, I am over the age of 18, and competent to make this affidavit. The following facts are within my personal knowledge and are true and correct.
2. I am the girlfriend of Michael Scheilor. I know Defendants Christopher Morin and Christopher Muse.
3. Only Saturday, July 22, 2017, Chris Morin called and asked Michael to come in for an emergency meeting related to MMM 410 Bar and Grill, LLC.
4. On Monday, July 24, 2017, Chris Morin called me again. He stated that Jose Fong was upset and did not want Michael in the building or part of the business. Chris told me that Fong was threatening eviction, but that they were trying to get a deal for Michael. Chris told me that if Michael did not sign off on a deal, everyone would lose their jobs.

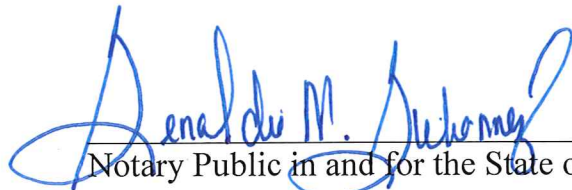
5. On Tuesday, July 25, 2017, Chris called me again. He stated that he thought they would be able to get Michael ten percent until they could buy him out, but that everything had to be approved by Jose Fong.”

Further affiant said not.

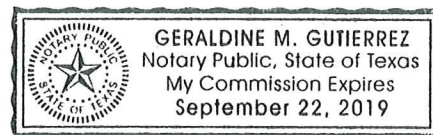


Linda Marie Tijerina

Subscribed and sworn before me the undersigned by Linda Marie Tijerina on this 9th day of August, 2017.



Notary Public in and for the State of Texas





March 23, 2021

Dear Customer:

This letter is in response to your recent request for verification of commercial service with CPS Energy. Our records indicate that the address of 2831 NW Loop 410 #LCT has had electric service since July 16, 2019.

If you have any further questions, or require our assistance, please contact us at our Customer Service Department, Customer Call Center, (210) 353-3333 or 1-800-773-3077.

We appreciate the opportunity to assist you.

Sincerely,

CPS Energy Customer Contact
Office 210.353.3333 | Fax 210.353.3635
commercial@cpsenergy.com
www.cpsenergy.com *works for you*



NOTICE OF CONFIDENTIALITY: This e-mail message and its attachments (if any) are intended solely for the use of the addressee hereof. In addition, this message and the attachments (if any) may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by reply e-mail and immediately delete this message from your system



COUNTY CLERK & DISTRICT CLERK COURT RECORDS SEARCH

Case #2018CI01524

ame: JOSE FONG

ate Filed : 1/26/2018

ase Status : PENDING

ligant Type : DEFENDANT

ourt : 408

ocket Type : OTHER FORECLOSURE

usiness Name :

yle : MMM 410 BAR AND GRILL LLC

yle (2) : vs JOSE FONG ETAL

Case History

Currently viewing 1 through 20 of 00062 records

Sequence	Date Filed	Description
00048	9/12/2019	COUNTERCLAIM
00047	8/29/2019	ATTORNEY UNAVAILABILITY NOTICE FILED FOR CHRIS STRAWN
00046	3/29/2019	SECOND AMENDED PETITION
00012	12/28/2018	MANDATE TRIAL COURT AFFIRMED JUDGE: NO SIGNATURE REQUIRED VOL: 5052 PAGE: 1786 PAGE COUNT: 2
00045	12/28/2018	LETTER FROM 4TH COURT OF APPEALS TO: SAMUEL V HOUSTON III, DONNA KAY MCKINNEY, JUSTIN BARKS, JOSEPH LEO LANZA
00011	10/17/2018	JUDGMENT FROM 4TH COURT OF APPEALS JUDGE: NO SIGNATURE REQUIRED VOL: 5020 PAGE: 410 PAGE COUNT: 1
00044	10/17/2018	MEMORANDUM OPINION FROM 4TH COURT OF APPEALS
00010	5/24/2018	ORDER FROM 4TH COURT OF APPEALS JUDGE: NO SIGNATURE REQUIRED VOL: 4932 PAGE: 2100 PAGE COUNT: 1
00043	5/24/2018	RECEIPT OF EXHIBITS TO DISTRICT CLERK'S OFFICE MINNIE CADENA
00042	5/24/2018	LETTER FROM 4TH COURT OF APPEALS
00041	5/22/2018	LETTER FROM 4TH COURT OF APPEALS
00040	5/18/2018	CONFIRMATION PAGE SENT SUCCESSFULLY TO FOURTH COURT OF APPEAL(SUPPLEMENTAL CLERK'S RECORD)
00039	5/18/2018	CLERKS RECORD SENT TO 4TH COURT OF APPEALS "ELECTRONICALLY" (SUPPLEMENTAL CLERK'S RECORD)
00038	5/17/2018	LETTER FROM 4TH COURT OF APPEALS
00037	5/14/2018	REQUEST FOR SUPPLEMENTAL CLERK'S RECORD
00008	5/3/2018	ORDER FROM 4TH COURT OF APPEALS JUDGE: KAREN ANGELINI VOL: 4928 PAGE: 284 PAGE COUNT: 1
00036	5/3/2018	LETTER FROM 4TH COURT OF APPEALS
00009	5/2/2018	ORDER DENYING APPLICATIONS FOR TEMP INJUNCTION JUDGE: CATHLEEN M STRYKER VOL: 4910 PAGE: 3372 PAGE COUNT: 2
00035	4/25/2018	LETTER FROM 4TH COURT OF APPEALS
00034	4/23/2018	ATTORNEY UNAVAILABILITY NOTICE FILED FOR WILLIAM FORD

Dear Sir or Madam,

I am writing to you in reference to our building located at 2831 NW Loop 410, San Antonio, Texas 78230. We are requesting your assistance in our attempt to reinstate our original Live Entertainment License and Certificate of Occupancy that this building has held for over 11 years.

This location has had the same and original Live Entertainment License from the previous businesses such as The Coast, Some Beach, The Ranch, and The Vanity Factory. I purchased the business in 2014 for \$400,000.00 because it held a Live Entertainment License and the ability to operate as such. We invested a significant amount of time, money and energy into the building as it was extremely outdated and practically the same building since it was built in 1971 as the restaurant Steak & Ale.

In 2017, we were blessed with the opportunity to purchase the building. Combined with the purchase of the business, remodeling, and purchase of the building this puts me over \$2.7 million invested in the building.

I am originally from El Paso, Texas and now currently residing again in El Paso. In 2017, I made the decision to sell the business, rent the building, and move back to El Paso, to care for my wheel-chair disabled mother who has long suffered from Multiple Sclerosis. Commercial property management is what my family dedicates itself to and why I invested in this property to begin with.

On June 23rd, 2017, I sold the business to Michael Scheiler and Christopher Morin. There was a \$375,000.00 promissory note for the sale of the business as well as a separate lease agreement to rent the building. These individuals defaulted on the note to purchase the business and defaulted on the lease agreement. On December 7th 2017 this group was locked out of the premises. These individuals owed hundreds of thousands of dollars from the purchase of the business and past due rent. We conducted the lock-out with proper notification and followed all legal guidelines.

Although this group was in default, they took the shocking route to sue us to get back into the building, argued they were the legal owners of the company, and claimed they had the legal right to purchase the building per the lease as they argued they had a buyer for it. To further complicate matters, due to this group and their operations, they accumulated and triggered over \$1 million dollars owed to the Texas Comptroller for the Sexually Oriented Business Fee to which the building was subject.

The legality of locking them out was appealed, their claims of having the right to buy the building were being fought, bank accounts were frozen, and liens were issued by the Texas Comptroller of Public Accounts. These pending issues completely halted our ability to rent the building to a new tenant. We were advised by our attorneys to hold off on renting the building to new tenants due to the unknown outcome of pending litigation at the time and to prevent new liabilities and costs to new tenants. At the time, because of their multiple appeals, if we had rented to new tenants and later had to remove newly acquired tenants, we would incur more costly liabilities. To prevent more mounting costs and to minimize risks, we were instructed not to rent to any new tenants and wait out litigation to receive the final verdict after they had exhausted all appeal options allowed them by the courts.

After hundreds of thousands in legal fees, months of litigations and appeals, thousands in lost rental income, the Texas State of Appeals Court ruled again in our favor. We were now finally cleared and allowed to rent the building to a new tenant. This however, resulted in this group filing a third lawsuit.

The reality is these individuals tied up our ability to rent the building purposely with lawsuits to hold us hostage, intimidate, pressure, and force us to let them back into the building.

After we won their last appeal in October 2018, we made the decision we could no longer afford having the building empty and made the decision to rent it. Although the last lawsuit is still pending to this day, we made the decision to rent to a new tenant, Mr. Nick Karaolis. We were still taking a risk of the newly pending lawsuit, but we wrote it into the lease to be transparent and as a disclaimer. Please see the exhibit provided.

The building was finally rented to Mr. Nick Karaolis, with the legal agreement that the Live Entertainment License and the Certificate of Occupancy were to remain intact and remained property of the building owner. Please see a copy of the lease agreement which mentions this. Mr. Nick Karaolis has zero ownership stake in the building, was solely a tenant, and had no authorization to interfere or alter the current Live Entertainment License or Certificate of Occupancy. It is in our opinion that Mr. Karaolis was acting out of his legal right in reference to the Live Entertainment License and Certificate of Occupancy, as he was solely a renting tenant and a tenant in default more accurately that was facing eviction.

We were unaware Mr. Karaolis was going to be operating as a BYOB club and how he was conducting his business. We were never served with any notices, nor were we notified as owners of the building of violations or the loss of the Live Entertainment License and Certificate of Occupancy. This is very concerning and alarming to us as we are the property owners, have the most valued interest in the building, and have the most to lose. A tenant could possibly compromise a Live Entertainment License and Certificate of Occupancy out of spite or to sabotage the value of a property.

On November 6th, 2020, Mr. Karaolis was given notice to vacate and on December 9th, 2020, Mr. Karaolis and I made it official and signed into a Lease Termination Agreement. Mr. Karaolis is no longer the tenant and has nothing to do with our appeal or our request for your assistance pertaining to Live Entertainment License or Certificate of Occupancy.

We humbly request your assistance in reinstating the original Live Entertainment License and completely avoiding the matter to be attempted to be resolved in the Zoning Department. Due to our many years of experience in the commercial real estate construction and property management industry in El Paso, we are well aware how troublesome the process of dealing with Rezoning or the Zoning Department can be. The negatives to list a few include:

- Time delay
- High costs
- Difficulty
- High legal fees
- Higher risk to possibly trigger a lawsuit
- More red tape
- More loss of rental income during the lengthy process

- Involvement of more people and their personalities

In our experience, the entire process unofficially and unnecessarily involves politics, religious beliefs, emotion, and values in decision making

Reasons to Reinstate:

- Tenant gave the landlord no notice of any issues, was not the property owner, and acted out of his scope in reference to the Live Entertainment License or Certificate of Occupancy.
- Live Entertainment License and Certificate of Occupancy has existed for 11 years at this building.
- We did not rent the building to a new tenant per the court's and attorney's order and legal advice as it was in litigation.
- We are dependent on the Live Entertainment License or Certificate of Occupancy to recoup our substantial investment.
- There was a break-in on December 28th, 2017 during which electrical copper wiring was stolen.
- Electricity was turned off on July 3rd, 2018 and reconnected July 16th, 2019. We are only off by a 13 days of the one year guideline. Since we were still under litigation in July 2018, we had no access to the account because it was still under the previous tenants ownership corporation.

Assurances:

- We will take a much more proactive role in communicating and reaching out to the City of San Antonio regarding notices and status of future tenants operations in regards to the building's licenses and permits.
- New tenant will not be a BYOB club, which gives the City of San Antonio, Texas Comptroller and Texas Alcohol Beverage Commission more authority and jurisdiction.
- Will sign a letter of nondisclosure if granted the reinstatement of the original Live Entertainment License and Certificate of Occupancy.

It has never been our intent to abandon the property, nor forfeit the grandfathered Live Entertainment License. Three lawsuits, two appeals, and current litigation are the factors that triggered this whole nightmare with regard to our inability to rent the building and to its staying closed for so long. We have

and continue to spend and lose so much money when all we have been doing is complying with the courts, attorneys, and doing the right thing as responsible landlords of evicting tenants in default for the betterment of the business and general community. We would like to emphasize that we always pay our property taxes on this building on time and never have had issues with the Texas Comptroller under our operations.

We urgently and eagerly plead for your understanding, consideration, and compassion when factoring all the variables that have caused this ordeal. It has never been negligence, but rather circumstances that were out of our control and in the hands of the courts. We would like to point out again that we are only a mere 13 days off the one year guideline. I therefore request that you please consider all the facts and documents provided as proof and assist us in reinstating our original Live Entertainment License.

Respectfully yours,



Jose Adan Fong

915.740.0709



**City of San Antonio Planning and
Development Services Department**
Cliff Morton Development and Business Services Center
1901 South Alamo Street
San Antonio, Texas 78283-3966

Website: www.sanantonio.gov/dsd/

Official Use Only

HANSEN # 90208
Case # NC-10-035
Planner _____

**APPLICATION FOR REGISTRATION OF A
NON-CONFORMING USE**

(PLEASE PRINT BELOW AND CHECK BOX THAT APPLIES)

☐ New Application ☒ Recertification ☐ Multi-Tenant Shopping Center

SUBMISSION OF THIS APPLICATION AND SUPPORTING DOCUMENTATION DOES NOT IMPLY APPROVAL OF THE USE. A DETERMINATION WILL BE MADE BASED ON THE INFORMATION PROVIDED BY THE APPLICANT AND/OR OTHER RESOURCES. FAILURE TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY CITY STAFF MAY RESULT IN THE DELAY OR DENIAL OF THIS APPLICATION

Applicant	<u>VP Times, Inc.</u>		
	Name		
	<u>7831 New Loop 410</u>	<u>San Antonio, TX</u>	<u>78230</u>
	Mailing Address		City/State Zip Code
	<u>210-854-6410</u>		
	Day-time Phone Number		E-mail Address

Site Information (Main Suite Address for Multi-Tenant Shopping Cen-	<u>Timelines / Some Beach</u>		
	Name		
	<u>7831 New Loop 410, 78230</u>		
	Street Address and Zip Code		
	<u>2004</u>		
	Date Land Use Commenced		
	<u>C3</u>		
	Current Zoning		
	<u>1.0260</u>		
	Acreage		

Describe the cause for your application, including the following (feel free to attach additional pages):

- Provide the date the land use(s) began and where they occur on the property.
- Provide the date(s) that the structure(s) were built.
- Additional information for consideration in relation to your request.

WE WILL HAVE LIVE ENTERTAINMENT, VARYING FROM
BAND, TO STAND UP COMEDY, ETC.
IN THE PAST HAVE BEEN LIVE ENTERTAINMENT

It is the applicant's responsibility to submit objective evidence of the lawful existence and continued use of the activity or structure by providing the following types of information, including, but not limited to, documentation of the date that the use/activity commenced and evidence of continuous operation for each successive year:

Certificates of Occupancy/Previous Non-Conforming Registrations
Plats/Plans/Surveys
✓ County Appraisal Data
Letters or bills from utility companies
Lease agreements containing descriptions of the property uses
Sketch or plan indicating area occupied by structure and/or use
Sworn affidavits from persons with knowledge of the use

Deeds applicable to the property
Billing and/or land use permits
TABC Records
Dated photographs
License(s)
Bills
Invoices and/or Customer Receipts

Note: Some properties may have covenants or restrictions, which are private contracts between neighboring landowners. These frequently relate to land uses, density, minimum setbacks, or size and heights of structures. These covenants and restrictions do not constitute a criterion for a City land use decision, as the City cannot enforce said restrictions. It is the responsibility of the applicant to investigate private covenants or restrictions.

DECLARATIONS

I hereby apply for registration of a Non-conforming Use as requested on this application and certify that the submitted information and attachments are true and accurate. Information contained on the attached form(s) will be used for the purposes of administering the formal Non-conforming Use registration process of the City of San Antonio. All of the statements and representations contained in the attached documents filed in support of this application shall be deemed a permanent part of the application for all purposes.

Viola Arnold

Print Name

Viola Arnold

Signature

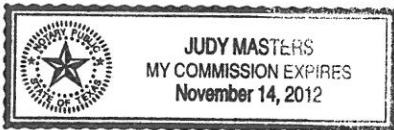
12-28-09

Date

Stockholder

Title

Sworn to and subscribed before me by Viola Arnold on this 28th day of December 28 in the year 2009, to certify which witness my hand and seal of office.



Judy Masters

Notary Public in and for the State of Texas

Property Owner(s)

Name (print or type) Oak Hills Properties

Current Mailing Address 1105 Broadway, Suite 102
San Antonio, TX 78209

Daytime Telephone No. 210-821-5131

E-mail _____

Authorized Agent or Representative (Authorized agents must submit evidence of their authority to act on the property owner's behalf)

Name (print or type) VP Times, Inc.

Current Mailing Address 2831 NW Loop 410
San Antonio, TX 78230

Daytime Telephone No. 210-854-6440

E-mail _____

Official Use Only

Staff Decision

☒ Registered

☐ Not Registered

Registration Type

☐ Development Preservation Rights

☒ Non-conforming Use

Reviewed By: Rudy Niño Jr.

Date: 03/05/10

Date Annexed: 2/10

Zoning History: B-3 → C-3

Previous Registration(s): none

Staff Findings:

Non-conforming Use registered for Live Entertainment without Cover Charge 3 or more days per week (Applicant has not provided documentation demonstrating cover charge more than 3 days). CPS letter confirms continuous use. Applicant has provided receipts showing live entertainment occurred throughout 2009, before and after, adoption of the ordinance.

Ⓢ Zoning allowed use prior to ordinance.

Bexar CAD

Property Search Results > 542101 OAK HILLS PROPERTIES for Year 2009

Property

Account

Property ID: 542101 Legal Description: NCB 14064 BLK LOT 5
 Geographic ID: 14064-000-0050 Agent Code: 40413
 Type: Real

Location

Address: 2831 NW LOOP 410 Mapsco: 549E8
 TX
 Neighborhood: NBHD code13860 Map ID:
 Neighborhood CD: 13860

Owner

Name: OAK HILLS PROPERTIES Owner ID: 420164
 Mailing Address: 7705 BROADWAY ST STE 102 % Ownership: 100.000000000000%
 SAN ANTONIO, TX 78209-3227

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$378,700	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$393,300	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$772,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$772,000	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$772,000	

Taxing Jurisdiction

Owner: OAK HILLS PROPERTIES
 % Ownership: 100.000000000000%
 Total Value: \$772,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.037467	\$772,000	\$772,000	\$289.25
08	SA RIVER AUTH	0.015951	\$772,000	\$772,000	\$123.14
09	ALAMO COM COLLEGE	0.135855	\$772,000	\$772,000	\$1,048.80
10	UNIV HEALTH SYSTEM	0.261022	\$772,000	\$772,000	\$2,015.09
11	BEXAR COUNTY	0.289399	\$772,000	\$772,000	\$2,234.16
21	CITY OF SAN ANTONIO	0.567140	\$772,000	\$772,000	\$4,378.32
55	NORTH EAST ISD	1.402900	\$772,000	\$772,000	\$10,830.39
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$772,000	\$772,000	\$0.00
Total Tax Rate:		2.709734			

Taxes w/Current Exemptions: \$20,919.15
 Taxes w/o Exemptions: \$20,919.15

Improvement / Building

Improvement #1:	Commercial	State Code:	F1	Living Area:	6175.8 sqft	Value:	\$340,703
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
200	RESTAURANT	D	WD	1971	5324.0		
200	RESTAURANT	D	WD	1971	851.8		
Improvement #2:	Commercial	State Code:	F1	Living Area:	sqft	Value:	\$1,754
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
SH4	Shed (4 sides open)	A		0	609.0		
Improvement #3:	Commercial	State Code:	F1	Living Area:	sqft	Value:	\$634
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
CON	Concrete	*		0	384.0		
Improvement #4:	Commercial	State Code:	F1	Living Area:	sqft	Value:	\$35,486
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
ASP	Asphalt	*		0	35695.0		
Improvement #5:	Commercial	State Code:	F1	Living Area:	sqft	Value:	\$123
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
FEN	Fence	S		0	30.0		

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	1.0260	44693.00	0.00	0.00	\$393,300	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2010	N/A	N/A	N/A	N/A	N/A	N/A
2009	\$378,700	\$393,300	0	772,000	\$0	\$772,000
2008	\$378,700	\$393,300	0	772,000	\$0	\$772,000
2007	\$231,700	\$393,300	0	625,000	\$0	\$625,000
2006	\$201,700	\$393,300	0	595,000	\$0	\$595,000
2005	\$190,000	\$405,000	0	595,000	\$0	\$595,000

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page
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2010 data current as of Aug 30 2009 9:05PM.

2009 and prior year data current as of Aug 22 2009 6:31AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

ELIXIR LIQUORS INC
FIESTA DISCOUNT LIQUORS
 600 Sandau # 600
 San Antonio, TX 78216-4113
 (TEL) 210-349-5477 (FAX) 210-349-5478

Invoice

DATE	INVOICE #
7/1/2009	635031

BILL TO:

THE BEACH
 2831 NW LOOP 410
 MB563519

SHIP TO:

THE COAST
 2831 NW LOOP 410
 MB563519

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
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QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
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10	01-01-1000-351	LITER KY DELUXE BLEND 4YR	6.20	62.00
15	01-08-1000-080	LITER HEAVEN HILL VODKA	5.19	77.85
4	01-01-1000-234	LITER CLUNY SCOTCH	8.99	35.96
10	02-07-1000-045	LITER RON RIO SILVER RUM	5.99	59.90
4	02-10-1000-130	LITER TAAKA GIN	5.29	21.16
10	01-09-1000-141	LITER MONTEZUMA BLUE DSS	7.49	74.90
5	02-02-1000-052	LITER SOUTHERN COMFORT 70	16.60	83.00
5	02-02-1000-142	LITER WILD TURKEY 101	26.99	134.95
8	01-09-0750-456	750ML PATRON SILVER	38.95	311.60
4	02-09-1000-135	LITER 1800 SILVER	27.95	111.80
4	02-09-1000-136	LITER 1800 REP	27.95	111.80
8	01-09-1000-135	LITER CUERVO GOLD ESPECIAL	19.49	155.92
10	02-02-1000-047	LITER JACK DANIEL BLACK	23.50	235.00
10	01-03-1000-009	LITER CROWN ROYAL 80	29.73	297.30
4	01-04-1000-169	LITER JIM BEAM 4YR	15.65	62.60
4	01-03-1000-055	LITER CANADIAN CLUB 80	16.95	67.80
4	01-02-1000-011	LITER SEVEN CROWN	16.45	65.80
4	01-04-1000-100	LITER SEAGRAM VO	20.40	81.60
4	03-07-1000-200	LITER MOHAWK 151	9.99	39.96
4	02-07-1000-023	LITER BACARDI LIGHT	15.50	62.00
7	02-07-1000-110	LITER MALIBU COCONUT RUM	17.98	125.86
6	01-10-1000-097	LITER TANQUERAY GIN	25.99	155.94
2	02-10-1000-104	LITER BOMBAY SAPPHIRE GIN	27.55	55.10
2	02-01-1000-003	LITER CHIVAS REGAL SCOTCH 80 12YR	34.99	69.98
2	02-10-1000-098	LITER BEEFEATER GIN	23.50	47.00
3	02-08-1000-083	LITER GREY GOOSE VODKA	32.29	96.87
3	02-08-0750-133	750ML THREE OLIVES ROOT BEER VODKA	18.80	56.40
3	02-08-1000-506	LITER ABSOLUT 80	24.25	72.75
6	02-08-1000-089	LITER SKYY VODKA	17.99	107.94
6	02-11-1000-199	LITER TUACA	24.99	149.94

TOTAL

RECEIVED CHECK #

ELIXIR LIQUORS INC
FIESTA DISCOUNT LIQUORS
600 Sandau # 600
San Antonio, TX 78216-4113
(TEL) 210-349-5477 (FAX) 210-349-5478

Invoice

DATE	INVOICE #
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7/1/2009

635031

BILL TO:

SHIP TO:

THE BEACH
2831 NW LOOP 410
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THE COAST
2831 NW LOOP 410
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P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
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QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
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10	01-01-1000-351	LITER KY DELUXE BLEND 4YR	6.20	62.00
15	01-08-1000-080	LITER HEAVEN HILL VODKA	5.19	77.85
4	01-01-1000-234	LITER CLUNY SCOTCH	8.99	35.96
10	02-07-1000-045	LITER RON RIO SILVER RUM	5.99	59.90
4	02-10-1000-130	LITER TAACA GIN	5.29	21.16
10	01-09-1000-141	LITER MONTEZUMA BLUE DSS	7.49	74.90
5	02-02-1000-052	LITER SOUTHERN COMFORT 70	16.60	83.00
5	02-02-1000-142	LITER WILD TURKEY 101	26.99	134.95
8	01-09-0750-456	750ML PATRON SILVER	38.95	311.60
4	02-09-1000-135	LITER 1800 SILVER	27.95	111.80
4	02-09-1000-136	LITER 1800 REP	27.95	111.80
8	01-09-1000-135	LITER CUERVO GOLD ESPECIAL	19.49	155.92
10	02-02-1000-047	LITER JACK DANIEL BLACK	23.50	235.00
10	01-03-1000-009	LITER CROWN ROYAL 80	29.73	297.30
4	01-04-1000-169	LITER JIM BEAM 4YR	15.65	62.60
4	01-03-1000-055	LITER CANADIAN CLUB 80	16.95	67.80
4	01-02-1000-011	LITER SEVEN CROWN	16.45	65.80
4	01-04-1000-100	LITER SEAGRAM VO	20.40	81.60
4	03-07-1000-200	LITER MOHAWK 151	9.99	39.96
4	02-07-1000-023	LITER BACARDI LIGHT	15.50	62.00
7	02-07-1000-110	LITER MALIBU COCONUT RUM	17.98	125.86
6	01-10-1000-097	LITER TANQUERAY GIN	25.99	155.94
2	02-10-1000-104	LITER BOMBAY SAPPHIRE GIN	27.55	55.10
2	02-01-1000-003	LITER CHIVAS REGAL SCOTCH 80 12YR	34.99	69.98
2	02-10-1000-098	LITER BEEFEATER GIN	23.50	47.00
3	02-08-1000-083	LITER GREY GOOSE VODKA	32.29	96.87
3	02-08-0750-133	750ML THREE OLIVES ROOT BEER VODKA	18.80	56.40
3	02-08-1000-506	LITER ABSOLUT 80	24.25	72.75
6	02-08-1000-089	LITER SKYY VODKA	17.99	107.94
6	02-11-1000-199	LITER TUACA	24.99	149.94

TOTAL

RECEIVED CHECK #

ELIXIR LIQUORS INC
FIESTA DISCOUNT LIQUORS
 600 Sandau # 600
 San Antonio, TX 78216-4113
 (TEL) 210-349-5477 (FAX) 210-349-5476

Invoice

DATE

INVOICE #

7/1/2009

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THE BEACH
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 MB563519

THE COAST
 2831 NW LOOP 410
 MB563519

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
10	01-01-1000-351	LITER KY DELUXE BLEND 4YR			6.20	62.00
15	01-08-1000-080	LITER HEAVEN HILL VODKA			5.19	77.85
4	01-01-1000-234	LITER CLUNY SCOTCH			8.99	35.96
10	02-07-1000-045	LITER RON RIO SILVER RUM			5.99	59.90
4	02-10-1000-130	LITER TAAKA GIN			5.29	21.16
10	01-09-1000-141	LITER MONTEZUMA BLUE DSS			7.49	74.90
5	02-02-1000-052	LITER SOUTHERN COMFORT 70			16.60	83.00
5	02-02-1000-142	LITER WILD TURKEY 101			26.99	134.95
8	01-09-0750-456	750ML PATRON SILVER			38.95	311.60
4	02-09-1000-135	LITER 1800 SILVER			27.95	111.80
4	02-09-1000-136	LITER 1800 REP			27.95	111.80
8	01-09-1000-135	LITER CUERVO GOLD ESPECIAL			19.49	155.92
10	02-02-1000-047	LITER JACK DANIEL BLACK			23.50	235.00
10	01-03-1000-009	LITER CROWN ROYAL 80			29.73	297.30
4	01-04-1000-169	LITER JIM BEAM 4YR			15.65	62.60
4	01-03-1000-055	LITER CANADIAN CLUB 80			16.95	67.80
4	01-02-1000-011	LITER SEVEN CROWN			16.45	65.80
4	01-04-1000-100	LITER SEAGRAM VO			20.40	81.60
4	03-07-1000-200	LITER MOHAWK 151			9.99	39.96
4	02-07-1000-023	LITER BACARDI LIGHT			15.50	62.00
7	02-07-1000-110	LITER MALIBU COCONUT RUM			17.98	125.86
6	01-10-1000-097	LITER TANQUERAY GIN			25.99	155.94
2	02-10-1000-104	LITER BOMBAY SAPPHIRE GIN			27.55	55.10
2	02-01-1000-003	LITER CHIVAS REGAL SCOTCH 80 12YR			34.99	69.98
2	02-10-1000-098	LITER BEEFEATER GIN			23.50	47.00
3	02-08-1000-083	LITER GREY GOOSE VODKA			32.29	96.87
3	02-08-0750-133	750ML THREE OLIVES ROOT BEER VODKA			18.80	56.40
3	02-08-1000-506	LITER ABSOLUT 80			24.25	72.75
6	02-08-1000-089	LITER SKYY VODKA			17.99	107.94
6	02-11-1000-199	LITER TUACA			24.99	149.94
RECEIVED CHECK #					TOTAL	

ELIXIR LIQUORS INC
FIESTA DISCOUNT LIQUORS
 600 Sandau # 600
 San Antonio, TX 78216-4113
 (TEL) 210-349-5477 (FAX) 210-349-5478

Invoice

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THE COAST
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 MB563519

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
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QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
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2	02-02-1000-150	LITER JAMESONS IRISH WHISKEY	27.49	54.98
2	01-01-1000-001	LITER BUCHANAN'S SCOTCH 80 12YR	37.79	75.58
1	02-01-1000-237	LITER GLENLIVET 12 YR	40.99	40.99
12	02-11-1000-200	LITER JAGERMEISTER	22.99	275.88
8	01-11-1000-188	LITER GOLDSCHLAGER 87	25.25	202.00
2	02-11-1000-195	LITER FRANGELICO	27.99	55.98
4	02-11-1000-177	LITER MIDORI	18.49	73.96
2	02-11-1000-192	LITER AMARETTO DI SARONNO	26.10	52.20
4	01-11-0750-180	750ML GRAND MARNIER	32.72	130.88
6	01-12-1000-227	LITER DEK. PEACHTREE	9.92	59.52
6	01-12-1000-229	LITER DEK. WATERMELON PUCKER	9.92	59.52
6	01-11-1000-208	LITER DEK. TRIPLE SEC 48	5.25	31.50
3	02-11-1000-176	LITER CAROLAN'S IRISH CREAM	12.85	38.55
2	01-08-1000-260	LITER TITO'S TEXAS VODKA	18.50	37.00
2	02-08-0750-120	750ML SAVVY VODKA	19.50	39.00

TABC STAMP CC-50769862 THRU CC-0097 #235

1	02-15-0750-002	750ML MARTINI AND ROSSI DRY VERMOUTH	7.49	7.49
1	02-15-0750-001	750ML MARTINI & ROSSI SWEET VERMOUTH	7.49	7.49
6	02-15-1500-110	1.5LTR SUTTER HOME WHITE ZINF	7.99	47.94
6	02-15-1500-111	1.5LTR SUTTER HOME CHARDONNAY	8.99	53.94
6	01-15-1.5-129	1.5LTR ST. GENEVIEVE MERLOT	8.99	53.94
5	03-21-1QTR-520	4.5-OZ FQ DRY CREAMER MIX AND POUR	2.49	12.45
5	02-21-1000-002	LITER ROSE'S GRENADINE	4.13	20.65
2	01-20-4-OZ-150	4-OZ ANGOSTURA BITTERS	5.99	11.98

RECEIVED CHECK #

TOTAL

\$4,534.10

ELIXIR LIQUORS INC
FIESTA DISCOUNT LIQUORS
 600 Sandau # 600
 San Antonio, TX 78216-4113
 (TEL) 210-349-5477 (FAX) 210-349-5470

Invoice

DATE	INVOICE #
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THE BEACH
 2831 NW LOOP 410
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THE COAST
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P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
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QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
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2	02-02-1000-150	LITER JAMESONS IRISH WHISKEY	27.49	54.98
2	01-01-1000-001	LITER BUCHANAN'S SCOTCH 80 12YR	37.79	75.58
1	02-01-1000-237	LITER GLENLIVET 12 YR	40.99	40.99
12	02-11-1000-200	LITER JAGERMEISTER	22.99	275.88
8	01-11-1000-188	LITER GOLDSCHLAGER 87	35.25	282.00
2	02-11-1000-195	LITER FRANGELICO	27.99	55.98
4	02-11-1000-177	LITER MIDORI	18.49	73.96
2	02-11-1000-192	LITER AMARETTO DI SARONNO	26.10	52.20
4	01-11-0750-180	750ML GRAND MARNIER	32.72	130.88
6	01-12-1000-227	LITER DEK. PEACHTREE	9.92	59.52
6	01-12-1000-229	LITER DEK. WATERMELON PUCKER	9.92	59.52
6	01-11-1000-208	LITER DEK. TRIPLE SEC 48	5.25	31.50
3	02-11-1000-176	LITER CAROLAN'S IRISH CREAM	12.85	38.55
2	01-08-1000-260	LITER TITO'S TEXAS VODKA	18.50	37.00
2	02-08-0750-120	750ML SAVVY VODKA	19.50	39.00

TABC STAMP CC-50769862 THRU CC-0097 #335

1	02-15-0750-002	750ML MARTINI AND ROSSI DRY VERMOUTH	7.49	7.49
1	02-15-0750-001	750ML MARTINI & ROSSI SWEET VERMOUTH	7.49	7.49
6	02-15-1500-110	1.5LTR SUTTER HOME WHITE ZINF	7.99	47.94
6	02-15-1500-111	1.5LTR SUTTER HOME CHARDONNAY	8.99	53.94
6	01-15-1.5-129	1.5LTR ST. GENEVIEVE MERLOT	8.99	53.94
5	03-21-1QTR-520	4.5-OZ FQ DRY CREAMER MIX AND POUR	2.49	12.45
5	02-21-1000-002	LITER ROSE'S GRENADINE	4.13	20.65
2	01-20-4-OZ-150	4-OZ ANGOSTURA BITTERS	5.99	11.98

RECEIVED CHECK #

TOTAL

\$4,534.10

ELIXIR LIQUORS INC
FIESTA DISCOUNT LIQUORS
 600 Sandau # 600
 San Antonio, TX 78216-4113
 (TEL) 210-349-5477 (FAX) 210-349-5476

Invoice

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THE COAST
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P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
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QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
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2	02-02-1000-150	LITER JAMESONS IRISH WHISKEY	27.49	54.98
2	01-01-1000-001	LITER BUCHANAN'S SCOTCH 80 12YR	37.79	75.58
1	02-01-1000-237	LITER GLENLIVET 12 YR	40.99	40.99
12	02-11-1000-200	LITER JAGERMEISTER	22.99	275.88
8	01-11-1000-188	LITER GOLDSCHLAGER 87	25.25	202.00
2	02-11-1000-195	LITER FRANGELICO	27.99	55.98
4	02-11-1000-177	LITER MIDORI	18.49	73.96
2	02-11-1000-192	LITER AMARETTO DI SARONNO	26.10	52.20
4	01-11-0750-180	750ML GRAND MARNIER	32.72	130.88
6	01-12-1000-227	LITER DEK. PEACHTREE	9.92	59.52
6	01-12-1000-229	LITER DEK. WATERMELON PUCKER	9.92	59.52
6	01-11-1000-208	LITER DEK. TRIPLE SEC 48	5.25	31.50
3	02-11-1000-176	LITER CAROLAN'S IRISH CREAM	12.85	38.55
2	01-08-1000-260	LITER TITO'S TEXAS VODKA	18.50	37.00
2	02-08-0750-120	750ML SAVVY VODKA	19.50	39.00

TABC STAMP CC-50769862 THRU CC-0097 #235

1	02-15-0750-002	750ML MARTINI AND ROSSI DRY VERMOUTH	7.49	7.49
1	02-15-0750-001	750ML MARTINI & ROSSI SWEET VERMOUTH	7.49	7.49
6	02-15-1500-110	1.5LTR SUTTER HOME WHITE ZINF	7.99	47.94
6	02-15-1500-111	1.5LTR SUTTER HOME CHARDONNAY	8.99	53.94
6	01-15-1.5-129	1.5LTR ST. GENEVIEVE MERLOT	8.99	53.94
5	03-21-1QTR-520	4.5-OZ FQ DRY CREAMER MIX AND POUR	2.49	12.45
5	02-21-1000-002	LITER ROSE'S GRENADINE	4.13	20.65
2	01-20-4-OZ-150	4-OZ ANGOSTURA BITTERS	5.99	11.98

RECEIVED CHECK #

TOTAL

\$4,534.10

TEXAS SALES AND USE TAX RETURN
- OUTLET SUPPLEMENT -

*** INTERNET ***

Page of

a. 26100

c. Taxpayer number

1 7 4 2 5 2 5 2 1 9 8

d. Filing period

MONTH END 11-30-2009

e.

Make any necessary changes next to the incorrect information for any location. (Do not use P.O. box addresses.)

f. Taxpayer name

LLF INC



g. Due date

12-20-2009

• Do not staple or paper clip. • Do not write in shaded areas.

PLEASE PRINT YOUR NUMERALS LIKE THIS

0 1 2 3 4 5 6 7 8 9

1. TOTAL SALES (Whole dollars only).....	4081.00
2. TAXABLE SALES (Whole dollars only).....	131.00
3. TAXABLE PURCHASES (Whole dollars only).....	0.00
4. Amount subject to state tax (Item 2 plus Item 3).....	131.00
5. Amount subject to local tax (Amount for city, transit, county and SPD must be equal.).....	131.00

1. TOTAL SALES (Whole dollars only).....	
2. TAXABLE SALES (Whole dollars only).....	
3. TAXABLE PURCHASES (Whole dollars only).....	
4. Amount subject to state tax (Item 2 plus Item 3).....	
5. Amount subject to local tax (Amount for city, transit, county and SPD must be equal.).....	

1. TOTAL SALES (Whole dollars only).....	
2. TAXABLE SALES (Whole dollars only).....	
3. TAXABLE PURCHASES (Whole dollars only).....	
4. Amount subject to state tax (Item 2 plus Item 3).....	
5. Amount subject to local tax (Amount for city, transit, county and SPD must be equal.).....	

1. TOTAL SALES (Whole dollars only).....	
2. TAXABLE SALES (Whole dollars only).....	
3. TAXABLE PURCHASES (Whole dollars only).....	
4. Amount subject to state tax (Item 2 plus Item 3).....	
5. Amount subject to local tax (Amount for city, transit, county and SPD must be equal.).....	

6. Physical location (outlet) name and address
(Do not use a P.O. box address.)

Outlet no.

00002

TIMELINE

2831 N LOOP 410

SAN ANTONIO, TX 78230-5105

7. AMOUNT OF TAX DUE FOR THIS OUTLET (Dollars and cents)

(Multiply "Amount subject to tax" by "TAX RATE" for state and local tax due)

TAX RATES

X 06250 =

1a. State tax (include in Item 8a)

8.19

X 01875 =

1b. Local tax (include in Item 8b)

2.46

6. Physical location (outlet) name and address
(Do not use a P.O. box address.)

Outlet no.

7. AMOUNT OF TAX DUE FOR THIS OUTLET (Dollars and cents)

(Multiply "Amount subject to tax" by "TAX RATE" for state and local tax due)

TAX RATES

X 06250 =

1a. State tax (include in Item 8a)

X =

1b. Local tax (include in Item 8b)

6. Physical location (outlet) name and address
(Do not use a P.O. box address.)

Outlet no.

7. AMOUNT OF TAX DUE FOR THIS OUTLET (Dollars and cents)

(Multiply "Amount subject to tax" by "TAX RATE" for state and local tax due)

TAX RATES

X 06250 =

1a. State tax (include in Item 8a)

X =

1b. Local tax (include in Item 8b)

6. Physical location (outlet) name and address
(Do not use a P.O. box address.)

Outlet no.

7. AMOUNT OF TAX DUE FOR THIS OUTLET (Dollars and cents)

(Multiply "Amount subject to tax" by "TAX RATE" for state and local tax due)

TAX RATES

X 06250 =

1a. State tax (include in Item 8a)

X =

1b. Local tax (include in Item 8b)

TOTAL TAX DUE ON THIS PAGE
(For Taxpayer Use Only)

STATE TAX

8.19

LOCAL TAX

2.46

01-114
(Rev. 2-08/36)

*** INTERNET ***

DDDD

TEXAS SALES AND USE TAX RETURN

a. ■ 26100

c. Taxpayer number

1 7 4 2 5 2 5 2 1 9 8

Do not staple or paper clip.

SEE INSTRUCTIONS FORM 01-922

Do not write in shaded areas.

Page 1 of

d. Filing period

MONTH END 11-30-2009

e.

f. Due date

12-20-2009

Taxpayer name and mailing address

9. LLF INC
2615 MOSSROCK
SAN ANTONIO, TX 78230-5113

You have certain rights under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or toll-free number listed on this form.

- Blacken this box if your mailing address has changed. Show changes by the preprinted information. 1. ☐
- Blacken this box if you are no longer in business. Write in the date you went out of business. 2. ☐
- Blacken this box if one of your locations is out of business or has changed its address. 3. ☐

h.

i.

RETURN MUST BE FILED EVEN IF NO TAX IS DUE

i. NO SALES - If you had zero to report in Items 1, 2 and 3 for ALL locations for this filing period, blacken this box, sign and date this return and mail it to the Comptroller's office. 1 ☐

PLEASE PRINT YOUR NUMERALS LIKE THIS

0 1 2 3 4 5 6 7 8 9

- j. Are you taking credit to reduce taxes due on this return for taxes you paid in error on your own purchases? (Blacken appropriate box) YES ☐ NO ☐
- k. Did you refund sales tax for items exported outside the U.S. based on a Texas Licensed Customs Broker Export Certificate? (Blacken appropriate box) YES ☐ NO ☐
- If you answered yes to either question j or k, you must complete Form 01-148 and submit it with your return.

6. Physical location (outlet) name and address (Do not use a P.O. box address.)

Outlet no. ■

0 0 0 0 1

7. AMOUNT OF TAX DUE FOR THIS OUTLET (Dollars and cents)
(Multiply "Amount subject to tax" by "TAX RATE" for state and local tax due)

TAX RATES

X ■ 0.062500

1a. State tax (include in Item 8a)

X ■ 0.018750

1b. Local tax (include in Item 8b)

■ 26180

■ STATE TAX - Column a

■ LOCAL TAX - Column b

8. Total tax due (from all outlets or list supplements)

01-114
(Rev. 2-08/36)

DDDD

9. Prepayment credit

10. Adjusted tax due (Item 8 minus Item 9)

11. TIMELY FILING DISCOUNT

12. Prior payments

13. Net tax due (Item 10 minus Items 11 & 12)

14. Penalty and interest (See Instructions)

15. TOTAL STATE AND LOCAL AMOUNT DUE
(Item 13 plus Item 14)

15a. Total state amount due

15b. Total local amount due

Mail to: COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 149354
Austin, TX 78714-9354

T Code

Taxpayer number

Period

26020

1 7 4 2 5 2 5 2 1 9 8

16. TOTAL AMOUNT PAID
(Total of Items 15a and 15b)

Taxpayer name

LLF INC

I declare that the information in this document and any attachments is true and correct to the best of my knowledge.



CITY OF SAN ANTONIO
DEVELOPMENT SERVICES DEPARTMENT

AFFIDAVIT OF FACT
OCCUPANT & DBA NAME CHANGES

STATE OF TEXAS }

COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally appeared

Judy Masters agent for LLF, Inc.
(Printed Name)

And who, after being duly sworn, did depose and say:

Judy Masters is duly authorized to request a change of
(Owner or Applicant's Name)

Business/Owner name from TIMELINE/LLF, INC. to
(Current name of business/owner)

SOME BEACH/LLF, INC., which is located at 2831 NW 410
(New name of business and owner) (Address)

The use of the building will remain the same.

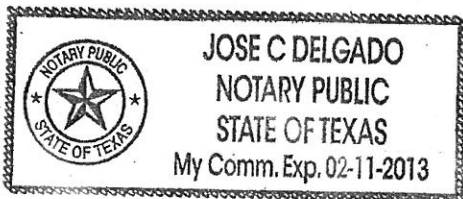
Signed Judy Masters

Home Address 16219 outlaw Bend

Converse, TX 78109

AP Number 1562178

Sworn to and subscribed before me this 27 day of October 2009



Jose C Delgado
Notary Public in and for the State of Texas

ROBERT G. GARZA

ATTORNEY AT LAW
LINCOLN CENTER, SUITE 111
7800 IH 10 WEST
SAN ANTONIO, TEXAS 78230
(210) 344-5665
FAX NO. (210) 344-4064

September 11, 2009

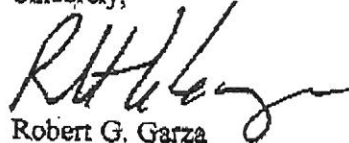
E. Miles Wilson III
Oak Hills Properties
7705 Broadway, Suite 102
San Antonio, Texas 78209

RE: Assignment of Lease

Dear Mr. Wilson:

Pursuant to the lease signed between Oak Hill Properties and LLF, INC., LLF, INC. has assigned its lease to its wholly owned subsidiary VP TIMES, INC. Should you have any questions, please feel free to contact me at 854-4051.

Sincerely,

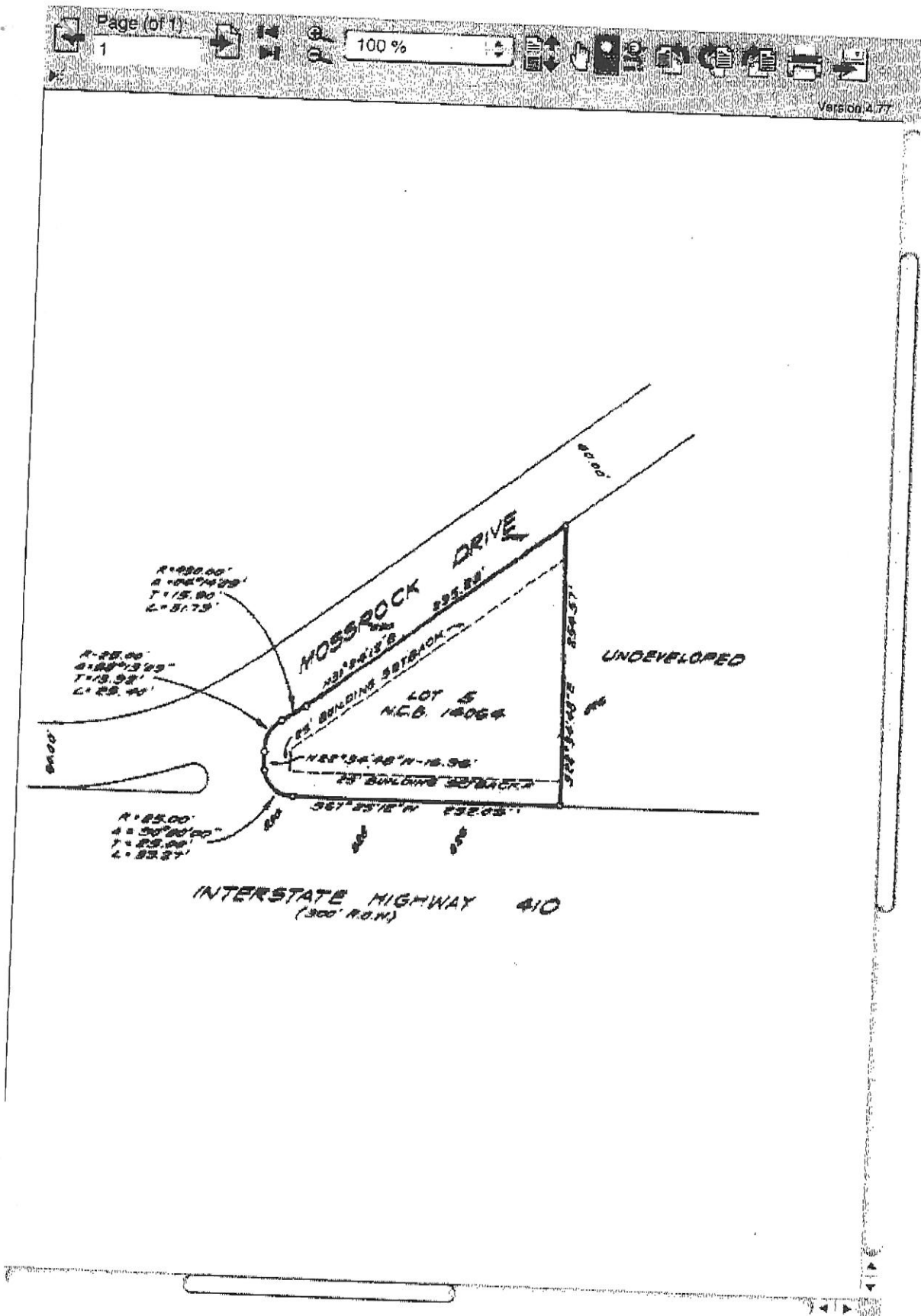


Robert G. Garza
Attorney at Law

RGG/ad

Certified Mail No. 7608 2810 0002 4181 1360

PART 1: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY						
<p>Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>1 Print your name and address on the reverse so that we can return the card to you.</p> <p>2 Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature <input checked="" type="checkbox"/> <i>MO W</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery <i>9/15/09</i></p>						
<p>Article Addressed to:</p> <p><i>E Miles Wilson, III</i> <i>7105 Broadway, Ste. 100</i> <i>San Antonio, Texas 78209</i></p>	<p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"><tr><td><input checked="" type="checkbox"/> Certified Mail</td><td><input type="checkbox"/> Express Mail</td></tr><tr><td><input type="checkbox"/> Registered</td><td><input type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Insured Mail</td><td><input type="checkbox"/> C.O.D.</td></tr></table> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail	<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail						
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise						
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.						
<p>Article Number (Transfer from service label)</p> <p>6 Form 3811, February 2004</p>	<p>7008 2810 0002 4161 1360</p> <p>Domestic Return Receipt</p> <p>102305-02-M-1840</p>						



OXFORD SQUARE, UNIT-5
BEING A 0.976 ACRE TRACT OUT OF CCL. 16, RANGE 6,
DISTRICT 3, SAN ANTONIO, BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC, FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONVEYANCES THEREIN EXPRESSED.

Wm. W. Milburn
OAK HILLS PROPERTIES

STATE OF TEXAS
COUNTY OF BEAR

COUNTY OF DEARBORN

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED

ELLIS WILSON, JR. KNOWN TO ME TO BE THE

KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND APERSONALIZED TO
THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED AND IN THE CAPACITY THEREIN STATED
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF JULY 1970

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MAILING: 901 SUPERSTITION AVENUE, GROUND.

James E. Cooper
 REGISTERED PROFESSIONAL ENGINEER

206/01
SWORN TO AND
SUBSCRIBED

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 23RD DAY OF JULY
A D 1920

James E. [Signature]
JAMES E. [Signature], NOTARY PUBLIC,
BIJAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN AND PAID TO THE MATTERS OF STREETS, LOTS AND DAMAGE LAIOUT

James R. Cline
 REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND
A B 19 70

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11th DAY OF SEP 1970
James E. Pacheco
James E. Pacheco NOTARY PUBLIC
 SALT COUNTY, TEXAS

THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF SAN ANTONIO HEREBY CERTIFIES THAT THIS SUBDIVISION PLAN CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS AS TO WHICH THIS APPROVAL IS REQUIRED.

**PAPE-DAWSON
CONSULTING ENGINEERS
SAN ANTONIO, TEXAS**

NOTE: IRON PINS SET AT ALL CORNERS

STATE OF TEXAS
COUNTY OF DEKALB

THE UNIVERSITY OF CHICAGO

Filed for record Aug 14 A.D. 19 70 3:56 o'clock P. M.
Recorded & Indexed Aug 20 A.D. 19 70 3:40 o'clock P. M.
JAMES W. KNIGHT

JAMES W. KNIGHT
County Clerk, Beaver County, Texas

H. James Jones Deputy

71344

VOL. 6200 200

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LEASE AGREEMENT

OAK HILLS PROPERTIES

"Landlord"

BIG FISH ENTERPRISES, INC.

"Tenant"

6900.00

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LEASE AGREEMENT

THE STATE OF TEXAS {

COUNTY OF BEXAR {

1. PARTIES:

This Lease Agreement made this 12th day of June 2004, by and between OAK HILLS PROPERTIES, hereinafter called "Landlord", and BIG FISH ENTERPRISES, INC., hereinafter called "Tenant".

2. DESCRIPTION:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the purposes of operating a nightclub, serving alcoholic beverages, the Demised Premises described in Exhibit "A", which is attached hereto and made a part hereof, subject to any utility easements, ingress and egress easements, and subject to such subsequent reasonable subdivision platting or replatting of said property, including the creation of utility easements, as does not substantially affect the use of the premises for the purpose leased. Tenant has inspected the premises and accepts same in "as is" condition.

Tenant agrees that the property shall not be used for the operation of an adult entertainment business or sexually orientated business. Such businesses include, but are not limited to, adult video stores, adult book stores, Gentlemen's clubs, Ladies Clubs, and similar businesses commonly referred to as adult entertainment businesses.

This lease is subject to all of the terms, provisions, conditions, and covenants contained in Paragraphs 1 through 15, inclusive, as well as any exhibits therein referred to.

3. TERM OF LEASE:

A. Commencement Date: The term of this Lease shall commence on June 12, 2004.

B. Term: The Base Term of this lease shall extend from the commencement hereof to the end of the Thirty-sixth (36th) full month thereafter, disregarding any partial month at the commencement of the term.

C. Extension Option: Tenant shall have one option to extend this lease. Such Option shall be for a term of Thirty-six (36) months, commencing from the expiration date of the preceding lease term. Notice of election to exercise said extension options shall be given to Landlord, in writing, at least One Hundred Twenty (120) calendar days prior to the termination of the then existing lease or extension period term. The terms and conditions of such option extension periods shall be identical with those of the base lease term.

4. BASIC RENTAL:

Tenant agrees to pay to Landlord in Bexar County, Texas, without demand, the sums in accordance with Exhibit "B", attached hereto and made a part hereof, as rental for each month of the term of this lease, payable in advance on the first day of each calendar month. Rental for any fractional month at the commencement of the term shall be prorated and paid on the first day of the following month. In the event that any rent installment has not been received by Landlord within ten (10) days from due date, Tenant agrees to pay a delinquency charge on said installment in the amount of one-half percent (1/2%) per diem from date due until actually paid.

Upon execution of this Agreement, Tenant shall deliver to Landlord a deposit of Six Thousand Nine Hundred and 00/100 Dollars (\$6,900.00). Landlord shall apply these funds to pay rental payable for the First Month of this Lease Agreement.

A 000 PAYABLE IN ADVANCE MONTHLY DUE
1st month in this LEASE same \$6,900.00?
LATE PENALTY 1/2% per day or 15% month
6900 x .15% 1035 month?

5. COST OF LIVING ADJUSTMENT:

The monthly Basic Rental payable under this Lease shall be adjusted as of the Thirty-seventh (37) full month of the term of this Lease, and on such anniversary date every three years thereafter (the "Adjustment Date"). The rent shall be adjusted for inflation as measured by the "United States Average (all Urban Consumers)--All Items" index of the Consumer Price Index published by the Bureau of Labor Statistics, United States Department of Labor (hereinafter "CPI").

The adjustment shall be made as follows: The original monthly Basic Rental payable hereunder shall be multiplied by a fraction to determine the rent payable from and after the pertinent Adjustment Date. The numerator of this fraction shall be the CPI for the month three months prior to the month of the Adjustment Date (or the most recent month for which the CPI is available if the CPI for the third month is not then available). The denominator of the fraction shall be the CPI for the month three months prior to the month in which the lease term hereunder originally commenced. In no case, however, shall the application of this formula result in a reduction of the rent payable hereunder, nor shall same result in an increase in excess of Fifteen Percent (15%) of the rent.

If the CPI called for by this formula is no longer published, or if the format of it has changed so that this

calculation is no longer possible, then another substantially comparable index shall be substituted in the formula by agreement of the parties. If the parties cannot agree on the substitute in the formula by agreement of the parties. If the parties cannot agree on the substitute index, then the substitute index shall be selected by a committee composed of three independent certified public accountants, one selected by landlord, one selected by tenant, and one selected by the other two certified public accountants.

6. AD VALOREM TAXES:

Landlord shall pay all Ad Valorem taxes ("Taxes") upon the Demised Premises prior to delinquency. Tenant shall pay to Landlord upon demand, within Thirty (30) days, as additional rent, that portion of all real property taxes and assessments during each calendar year of the term of this lease in excess of \$16,800.00.

Tenant shall pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed or imposed and which become payable during the term of the lease upon Tenant's fixtures, furniture, appliances and personal property installed or located in or about the leased premises.

7. UTILITIES:

Tenant shall pay for all of its charges for utilities, including, but not limited to, gas, water, electricity, telephone, sewage and waste disposal.

8. REPAIRS AND MAINTENANCE:

Tenant shall, at its expense, perform all maintenance functions and make all repairs necessary to keep the premises in good repair and condition, normal wear and tear excepted, with the exception of the roof, which shall be maintained by the Landlord. In addition to the roof, Landlord shall be responsible for the foundation, load-bearing walls and structural, except that Tenant shall be responsible for structural damage resulting from Tenant's renovation work. In addition, Landlord agrees to pay Fifty Percent (50%) of the cost of replacement of air conditioning/heating units and compressors which Landlord and Tenant determine cannot be satisfactorily repaired.

9. REPAIR CONDITIONS AND ALTERATIONS:

A. Repair Conditions: If Tenant refuses or neglects to commence any required repairs and complete the same with reasonable dispatch, Landlord may declare the Tenant in default and may make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's stock, fixtures, or business in the course of such repairs. Such repairs shall be completed in a responsible and diligent manner, and if Landlord makes or causes such repairs to be made Tenant agrees that it will forthwith, on demand, pay to the Landlord the reasonable cost thereof with interest at ten per cent (10%) per annum, and failure to do so will constitute a default. In any event, Tenant will in every case facilitate any repairs by the prompt removal of its inventory and trade fixtures if such removal is necessary.

B. Alterations: Tenant shall not make any alterations, improvements, and/or additions, in excess of \$10,000.00 per alteration or addition to the Demised Premises without first obtaining, in each instance, the written consent of Landlord, such consent not to be unreasonably withheld. Any and all alterations, additions, improvements, and fixtures which may be made or installed by either Landlord or Tenant upon the Demised Premises and which in any manner are attached to the floors, walls, or ceilings shall remain upon the Demised Premises, and at the termination of this Lease shall be surrendered with the premises as a part thereof.

10. USE OF PREMISES:

The Demised Premises shall be used and occupied by the Tenant only for the purpose specified in Paragraph "2". Approval of any change in the use of premises as specified in Paragraph "2." must be approved in writing by the Landlord and such approval shall be at the sole discretion of the Landlord.

11. TENANT'S LIENS PROHIBITED:

Tenant shall have no power to do any act or to make any contract that may create or be the foundation for any mortgage or lien upon the Landlord's interest in the demised premises. Tenant may create a lien upon the Tenant's leasehold interest in the demised premises, which interest, if not sooner released, shall terminate upon termination of this Lease Agreement. In no event shall Landlord be bound to pay said lien or obligation and any lien or security interest shall not effect the Landlord's interest in the Demised Premise.

12. INSURANCE:

Landlord agrees to keep in effect on the Demised Premises fire insurance with extended coverage endorsement in an amount not less than the full replacement value of all buildings and other improvements situated on the Demised Premises.

Tenant shall pay to Landlord upon demand, within Thirty (30) days, as additional rental, all annual increases in Cost of Landlord's insurance over and above \$6,000.00. Increase, for the purpose of this clause, shall be limited to those increases resulting from premium or rate changes as required by Landlord's insurance carrier or from increased coverage required by increase in the market value of the property.

WILLIAM
HARVEY
ON
PAGE
ETC.
?

[Handwritten signature]

14

judgment of the Landlord to rebuild or replace same, the Landlord, at its option, and upon notice to Tenant within thirty days after such damage, may cancel and terminate this lease and apportion the rental to the date of such damage.

In no event shall Landlord be required to expend costs for repairing damages from insurable casualties in excess of the total insurance claim proceeds available.

14. VARIOUS CONTINGENCIES:

A. Assignment and Subletting: Except as provided herein Tenant may not make any sublease of the Demised Premises without the written consent of Landlord, which consent shall ~~be at the sole discretion of Landlord.~~ ^{NOT BE UNREASONABLY WITHHELD. *DM*} *BSH* Should Landlord grant consent of a sublease, Tenant shall remain responsible for the performance by both itself and subtenant of all of the covenants of this lease. All Assignees or Sublesses must comply with all items of this Lease including the limitations or restrictions on uses of the Premises.

Except as provided herein, Tenant shall not assign or in any manner transfer this lease or any interest therein without the previous written consent of Landlord, which consent shall ~~be at the sole discretion of the Landlord.~~ ^{NOT BE UNREASONABLY WITHHELD. *DM*} *BSH* Consent by Landlord to one or more assignments of this lease shall not operate as a waiver of Landlord's right under this paragraph as to any subsequent assignment, nor release Tenant or any guarantor of Tenant from any of its obligations under this lease or be construed or taken as a waiver of any of Landlord's rights or remedies hereunder.

Notwithstanding the foregoing, Tenant may, upon written notice to Landlord, sublease the Demised Premises or assign this lease to any person or entity with an ownership interest in Tenant, any affiliate of such person or entity, a wholly owned subsidiary of the Tenant, any partnership in which Tenant is a partner, or any person or entity that acquires

Tenant's business, provided, however, that any such subletting or assignment shall not release Tenant or any Guarantor from any of its obligations under this Lease. Any sublease that is entered into by Tenant shall be subject to the provisions of this Lease. Notwithstanding the foregoing, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this lease and may assign this lease to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Landlord shall execute such consent to Tenant's financing of Tenant's leasehold interest and its store fixtures and inventory as may reasonably be acceptable to the Landlord and the Mortgagees.

B. Holding Over: It is agreed and understood that any holding over by Tenant of the premises at the expiration of this lease or any extension thereof shall operate and be construed as a tenancy from month to month at one and one-half the rental specified herein, and Tenant shall be liable to Landlord for all reasonable loss or damage on account of any holding over against Landlord's will after the termination of this lease whether such reasonable loss or damage be contemplated at this time or not.

C. Default: In the event that Tenant shall default in prompt payment of rent when the same is due, or shall violate or omit to perform any of the provisions of this lease, Landlord shall deliver or mail written notice of such

Handwritten:
Approved
by [Signature]
Date 4/18/80

default, violation, or omission, to the Tenant; and unless Tenant shall have completely cured or removed said default within ten (10) days after the sending of such notice by Landlord, or, if such default requires more than ten (10) days to be completely cured or removed, then unless Tenant shall be in the process of curing or removing such default at the expiration of such fifteen day period and thereafter continues to cure or remove said default with all due diligence, Landlord may thereupon re-enter the Demised Premises and may elect to either cancel this lease or re-let the premises as agent for the Tenant and receive the rent therefor, applying the same first to the payment of such reasonable expenses as Landlord may be put to in entering and letting; and then to the payment of the rent payable under this lease and fulfillment of Tenant's covenants hereunder; the balance, if any, to be paid to the Tenant who shall remain liable for any deficiency. Suit or suits for the recovery of such deficiency or damage may be brought by the Landlord from time to time at the election of the Landlord and nothing herein shall be deemed to require the Landlord to await the date whereon this lease would have expired had there been no such default by the Tenant. The foregoing remedies, however, shall be cumulative of and not in lieu of any other rights and remedies granted herein or by law to the Landlord. In the event that Tenant shall become bankrupt, voluntary or involuntary, or shall make a voluntary assignment for the benefit of creditors, or in the event that

a receiver of the Tenant shall be appointed, then, at the option of Landlord and upon five (5) days notice to the Tenant or Tenant's representative of the exercise of such option, this lease shall cease and come to an end.

D. Waiver of Landlord's Lien. All property of the Tenant now or hereafter place in or upon the Demised Premises (except such part of the merchandise as has been sold from time to time in the ordinary course of trade) is hereby subjected to a lien in favor of the Landlord and shall be and remain subject to such lien of the Landlord for the payment of all rents and other sums agreed to be paid by Tenant herein. Said lien is to be in addition to cumulative of the Landlord's lien as provided by law.

E. Indemnity to Landlord. Tenant agrees that Landlord shall not be liable for any injury or damage to person or property happening in or about the leased premises, unless such injury or damage is as a result of the gross negligence or willful misconduct of Landlord, Landlord's employees or agents, and the Tenant agrees to defend, indemnify, and save harmless the Landlord from any liability therefor. In this connection, Tenant agrees to carry at its expense public liability insurance covering the leased premises, with Landlord as an additional insured, and having liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to each person, Two Million Dollars (\$2,000,000.00) for injuries in each accident, and Two Hundred Fifty Thousand Dollars (\$250,000.00) for property

damage. Tenant shall furnish Landlord a copy of such policy or a certificate of such insurance which shall provide, to the extent obtainable, that such coverage cannot be cancelled or modified without at least ten (10) days prior notice to Landlord.

F. Interest and Attorney's Fees: If this lease is placed in the hands of an attorney after default or any amount due hereunder is collected through any judicial, probate or bankruptcy proceedings, the successful Party in such proceeding shall recover reasonable attorney's fees, together with all court costs and other reasonable expenses from the losing Party.

G. Condemnation: In the event the Demised Premises or any part thereof, or any part of the parking or any common areas serving the Demised Premises, be condemned by any legally constituted authority for any public use or purpose, or sold in lieu thereof, the following provisions shall apply:

- a. If all of the Demised Premises be taken, the lease shall terminate as of the date possession is required to be surrendered to the taking authority;
- b. If only a part of the Demised Premises be taken, and
 - (i) If the part remaining be sufficient for the reasonable conduct of Tenant's business, the lease shall

terminate only as to the part taken, and the rent may be adjusted as may be agreed upon by Landlord and Tenant, or as determined by arbitration as hereinafter provided;

(ii) If the part remaining be not sufficient for the reasonable conduct of Tenant's business, the entire lease shall terminate as of the date physical possession of the part taken is required to be surrendered to the taking authority.

- c. Landlord and Tenant shall each have their respective rights in any award made to each of them by condemning authority.
- d. Should a dispute arise between Landlord and Tenant as to any determination required under this paragraph (including the amount of rental to be paid following a partial taking of the demised premises), the matter shall be referred to arbitration, with Landlord selecting one arbitrator, Tenant selecting one arbitrator, and the two thus chosen selecting a third. The decision of a majority shall be binding upon Landlord and Tenant. Pending an arbitration decision, Tenant shall continue to pay rental on the same basis as was payable immediately

prior to the takings with an adjustment being made once a decision has been reached by the Arbitrators.

H. Quiet Enjoyment: Landlord covenants that it now has, or will acquire before Tenant takes possession of the premises, good title to the premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, such mortgage or mortgages, affecting the premises, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of such property, and easements, restrictions and other conditions of record. In the event this lease is a sublease, then Tenant agrees to take the premises subject to the provisions of the prior leases. Landlord represents and warrants that it has full right and authority to enter into this lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

I. Americans with Disability Act: Tenant acknowledges and agrees that it has accepted the premises in the present condition and without representation or warranty that the premises complies with the Americans with Disability Act and all other federal, state and local laws, rules and regulations pertaining to accessibility of the premises for

handicapped individual (collectively "ADA Laws"). Tenant agrees that Tenant shall be responsible for any improvements and modifications to the premises which are made for the purposes of complying with ADA Laws. Tenant agrees to make all required changes and to indemnify and hold Landlord harmless from any claim, demand or cause of action arising out of the failure of the premises to comply with the ADA Laws.

15. ADMINISTRATIVE MATTERS:

A. Landlord's Access to Premises: For a period commencing ninety (90) days prior to the expiration of this lease, Landlord may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants and shall have the right to place a sign on the property advertising its availability. Landlord shall have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting the same. With regard to Landlord's rights of access, under this Paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

B. NOTICES: Whenever under this Lease Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if said notice is addressed and sent by Registered or Certified Mail with postage prepaid as follows:

NOTICES TO TENANT:

Ralph S. Mitchell, Lloyd W. Tausch & Rick Gipprich
BIG FISH ENTERPRISES, INC.
2831 N. W. Loop 410
San Antonio, Texas 78230

NOTICES TO LANDLORD:

Ellis Wilson, Jr. or Miles Wilson
Oak Hills Properties
7705 Broadway, Suite 102
San Antonio, Texas 78209

Notices shall be sent to all the above at the addresses shown or the last known post office addresses.

C. Mortgage: This lease is and shall always be subordinate to any mortgage or mortgages which now are or shall at any time be placed upon the Demised Premises or any part thereof, and the Tenant agrees upon request to execute and deliver any instrument which may be deemed necessary to further effect the subordination of this lease to such mortgage or mortgages.

D. Construction of Instrument: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns, respectively, of Landlord and Tenant; provided, however, that this reference to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant except as may be authorized in this lease.

If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid, or unenforceable, the

remainder of this lease, or the application of such term or provision to person or circumstances other than those as to which it is held illegal, invalid, or unenforceable, shall be unaffected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Failure on the part of either party to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by such first party of his rights hereunder nor be held to cure a default. Consent or approval where required shall not be deemed to waive or render unnecessary further consent or approval to or of any subsequent similar act of a party unless specifically granted by such party.

The headings of the several paragraphs and sub-paragraphs contained herein are for convenience only and do not define, limit, or construe the contents of such paragraphs and sub-paragraph.

E. Broker Fees: Landlord and Tenant warrant, each to the other, that there are no real estate brokerage or finders fees payable as a result of this agreement.

IN WITNESS WHEREOF, the said Landlord and Tenant have duly executed this instrument comprising the foregoing Paragraphs 1 through 15 inclusive and the Exhibits "A" and "B", as of the date and year first above written. This may be executed in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purpose.

OAK HILLS PROPERTIES
"Landlord"

By: 

BIG FISH ENTERPRISES, INC.
"TENANT"

By: 

EXHIBIT "A"

LEGAL DESCRIPTION OF DEMISED PREMISES

Lot 5, N.C.B. 14064, Oxford Square Subdivision, Unit 5,
San Antonio, Bexar County, Texas

Also Known as:

2831 N.W. Loop 410, San Antonio, Texas

GreymanGroup

1/23/09

8911 Veranda Ct.

San Antonio, Tx. 78250

Invoice for musical entertainment at The Coast.

Invoice amount- \$500.00

Thank you.

Mickey Pena

GreymanGroup

2/20/09

8911 Veranda Ct.

San Antonio, Tx. 78250

Invoice for musical entertainment at The Coast.

Invoice amount- \$500.00

Thank you.

Mickey Pena

GreymanGroup

3/27/09

8911 Veranda Ct.

San Antonio, Tx. 78250

Invoice for musical entertainment at The Coast.

Invoice amount- \$500.00

Thank you.

Mickey Pena

GreymanGroup

4/17/09

8911 Veranda Ct.

San Antonio, Tx. 78250

Invoice for musical entertainment at The Coast.

Invoice amount- \$500.00

Thank you.

Mickey Pena

Thank you for advertising for us!

The Fuss
107 Talavera, #1517
San Antonio, TX 78232

This is to acknowledge that The Fuss played at Timelines
7/25/2009 from 9-12 for free in exchange for advertising from
Timelines.

Balance Due \$0.00

Alex Garcia

Report Date 12/28/2009 04:39 PM

Submitted By

Page 1

Case # 90208

Case Information

Stages

Date / Time

By

Processed

Resolved

Expires

Associated Information

Case Group NCU NON-CONFORMING USE

Priority

Resolution Code

Source

Name NC-10-035

☒ Auto Reviews

Bill Group

Applications Affected

☐ Building Application

☐ Project Application

☐ Use Application

☐ License Application

☐ Case

Description of Case

APPLICATION FOR REGISTRATION OF A NON-CONFORMING USE SUBMITTED 12/28/2009. PENDING FURTHER STAFF REVIEW.

Project #

Project/Phase Name

Phase #

Size/Area

Size Description

Customer Service

Service #

Problem

Resolution Code

Resolved Date

No Customer Service Log Entries

Property/Site Information

Address

2831 NW 410

SAN ANTONIO TX 78230-0000

Location

Owner/Tenant

There are no contacts for this site

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

No Addresses are linked to this Application

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

258704

A/P Linked Parcels

No Parcels are linked to this Application

Applicants/Contacts

Report Date 12/28/2009 04:39 PM

Submitted By

Page 2

Applicants/Contacts

Primary Effective N Capacity OTHER Other AUTHREP Contact ID AC183607 ☐ Foreign

Name VIOLA J ARNOLD

Day Phone (210)344-1000 x

Pager

Fax

E-Mail

Address 2831 NW LOOP 410
SAN ANTONIO, TX 78230

Comments

Addition Info

Contact Creation Date: 07/21/2009 08:58

Contact Record Creator RS08953

Drivers License:

State

PIN: 0

Number

City Customer ID 0

Full contact name:

CNTCTKEY 183977

No Comments

Primary Effective Y Capacity APPL

Name VP TIMES, INC.

Day Phone (210)854-6410 x

Pager

Fax

E-Mail

Address 2831 NW LOOP 410
SAN ANTONIO, TEXAS 78230

Comments

Contact ID AC193548 ☐ Foreign

Eve Phone

PIN #

Mobile

Organization

Position

Profession

Report Date 12/28/2009 04:39 PM

Submitted By

Page 3

Addition Info

Contact Creation Date: 12/28/2009 16:37

Contact Record Creator: JF17305

Drivers License:

State
Number

PIN: 0

City Customer ID 0

Full contact name:

CNTCTKEY 193927

No Comments

Contractors

No Contractors

Fees	Status	Paid Date	Amount
NON-CONFORMING RIGHTS FEE	U		75.00
	Total Unpaid	75.00	Total Paid 0.00

Review Activities Review # Comments	Review Type	#	Status	Waived	Issued	Started	Completed	Comp By
---	-------------	---	--------	--------	--------	---------	-----------	---------

Check Conditions Condition Supervisor Required	Approval	Approved By Comments	Approved Date	Applied By	Applied Date	Assigned
--	----------	-------------------------	---------------	------------	--------------	----------

No Conditions

Employee Employee ID	Last	First	MI	Comments
-------------------------	------	-------	----	----------

No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
---------------------------	-------------	------------	-------	------	-------

No Log Entries

* City of San Antonio
* Development Services Department
* 1901 S. Alamo
* San Antonio, TX 78204-1605
* Phone: (210) 207-0000

* 03/05/2010 11:02 Trn 255319
* Cashier IH13447

* CASE Permit # 90208 \$75.00

* Subtotal \$75.00

* Tax \$0.00

* **Total \$75.00**

* Payer: VP TIMES, INC.

* Received CHECK \$75.00

* Check # 1015

* Change \$0.00

Report Date 03/05/2010 09:40 AM

Submitted By

Page 1

Case # 90208

Case Information

Stages

Associated Information

	Date / Time	By
Processed	03/05/2010 09:40	MF16082
Resolved		
Expires		

Case Group	NCU	NON-CONFORMING USE
Priority		
Resolution Code	CPL	COMPLETE
Source		
Name	NC-10-035	

☒ Auto Reviews
Bill Group

Applications Affected

☐ Building Application ☐ Project Application ☐ Use Application ☐ License Application ☐ Case

Description of Case

Non-conforming use registered for Live Entertainment without cover charge 3 or more days per week (applicant has not provided documentation demonstrating cover charge more than 3 days). CPS letter confirms continuous use. Applicant has provided receipts showing live entertainment had occurred throughout 2009, before and after, adoption of the ordinance. Zoning allowed use prior to ordinance.

Project #	Project/Phase Name	Phase #
Size/Area	Size Description	

Customer Service			
Service #	Problem	Resolution Code	Resolved Date

No Customer Service Log Entries

Property/Site Information

Address 2831 NW 410
SAN ANTONIO TX 78230-0000

Location

Owner/Tenant

There are no contacts for this site

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

No Addresses are linked to this Application

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

258704

A/P Linked Parcels

No Parcels are linked to this Application

Applicants/Contacts

Report Date 03/05/2010 09:40 AM

Submitted By

Page 2

Applicants/Contacts

Primary N Capacity OTHER Other AUTHREP Contact ID AC183607 ☐ Foreign
Effective Expire

Name VIOLA J ARNOLD

Day Phone (210)344-1000 x

Pager Organization TIMELINE

Fax PIN # Position OWNER

E-Mail Mobile Profession

Address 2831 NW LOOP 410
SAN ANTONIO, TX 78230

Comments

Addition Info

Contact Creation Date: 07/21/2009 08:58

Contact Record Creator RS08953

Drivers License:

State

PIN: 0

Number

City Customer ID 0

Full contact name:

CNTCTKEY 183977

No Comments

Primary N Capacity OTHER Other CASEMGR Contact ID AC153337 ☐ Foreign
Effective Expire

Name MICHAEL D FARBER

Day Phone (210)207-3074 x

Pager Organization CITY OF SAN ANTONIO

Fax PIN # Position PLANNER

E-Mail Mobile Profession

Address 1901 S. ALAMO ST
SAN ANTONIO, TX 78204

Comments

Report Date 03/05/2010 09:40 AM

Submitted By

Page 3

Addition Info

Contact Creation Date: 03/27/2008 11:52

Contact Record CreatorMF16082

Drivers License:

State
Number

PIN: 0

City Customer ID 0

Full contact name:

CNTCTKEY 153685

No Comments

Primary Y

Effective

Name VP TIMES, INC.

Day Phone (210)854-6410 x

Pager

Fax

E-Mail

Address 2831 NW LOOP 410
SAN ANTONIO, TEXAS 78230

Comments

Addition Info

Capacity APPL
Expire

Contact ID AC193548 ☐ Foreign

Eve Phone
PIN #
Mobile

Organization
Position
Profession

Drivers License:

State
Number

PIN: 0

City Customer ID 0

Full contact name:

CNTCTKEY 193927

Report Date 03/05/2010 09:40 AM

Submitted By

Page 4

Contractors

No Contractors

Fees

Status

Paid Date

Amount

NON-CONFORMING RIGHTS FEE

P

12/28/2009 16:42

75.00

NON-CONFORMING RIGHTS FEE

U

75.00

Total Unpaid

75.00

Total Paid

75.00

Inspections

There are no Inspections for this Report

Review Activities
Review #
Comments

Review Type

#

Status

Waived

Issued

Started

Completed

Comp By

729616

NCU

1

Approved



03/05/2010 09:40

03/05/2010 09:40

03/05/2010 09:40

MF16082

Activity Review Details

No Activity Review Details

Check Conditions
Condition
Supervisor RequiredApproval
ApprovalApproved By
Comments

Approved Date

Applied By

Applied Date

Assigned

No Conditions

Case

A/P Type

Status

Stage

Relation

No Records for This Search Criteria

Planning Condition

Description

Effective

Expire

Comments

There is no planning condition for this project.

DPR, NCU, Etc.

Land Use:

LIVE ENTERTAINMENT WITHOUT COVER CHARGE 3 OR
MORE DAYS PER WEEK.

Current Zoning/Overlay Information:

Date use commenced

2004

Previous Zoning/Overlay Information

Date annexed

Additional Information:

Certificate of Occupancy Needed?

Current Zoning/Overlay Info
Type Date

Ord. Number

C-3

Report Date 03/05/2010 09:40 AM

Submitted By

Page 5

Current Zoning/Overlay Info Type	Date	Ord. Number
-------------------------------------	------	-------------

Previous Zoning/Overlay Info Type	Date	Ord. Number
--------------------------------------	------	-------------

B-3

Employee Employee ID	Last	First	MI	Comments
-------------------------	------	-------	----	----------

No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
---------------------------	-------------	------------	-------	------	-------

No Log Entries



Non-Conforming Use Notification of Decision

March 26, 2021

Jose Fong
2831 NW Loop 410
San Antonio, TX 78230

RE: Nonconforming Use Rights Application for Live Entertainment Without Cover Charge 3 or More Days per Week
Case # NCU-APP-2021-11200031
2831 NW Loop 410; Lot 5, NCB 14064

To whom it may concern:

This is to verify that Nonconforming Use Rights for Live Entertainment Without Cover Charge 3 or More Days per Week was DENIED on March 24, 2020 by the City of San Antonio. Subject property was annexed into the City of San Antonio by Ordinance 18115, dated September 25, 1952 and zoned "A" Residence District. The property was rezoned by Ordinance 34804, dated September 15, 1966 to "B-3" Business District. Under the 2001 Unified Development Code, established by Ordinance 93881, dated May 03, 2001, the property zoned "B-3" Business District converted to the current "C-3" General Commercial District. The use of Live Entertainment Without Cover Charge 3 or More Days per Week requires a "S" Specific Use Authorization under the "C-3" base zoning district.

Research conducted by staff determined the following: Nonconforming use started on May 21, 2009 by Ordinance 2009-05-21-0428, establishing a Specific Use Authorization for use on the "C-3" base zoning district. Statement from utility company shows the property was without services for 12 or more months, from June 2018 to July 2019. Based on the denial of a legal nonconforming use for the subject property the following options may be available:

- Appeal the decision of denial to the Board of Adjustment within 20 days

Or

- Apply for rezoning of the property to "C-3 S" General Commercial District with Specific Use Authorization for Live Entertainment Without Cover Charge 3 or More Days per Week.

If I may be of any further assistance, please do not hesitate to contact Mirko Maravi at (210) 207-0107.

Respectfully,

Mirko A Maravi

Mirko Maravi
Senior Planner

Zenon F. Solis

Zenon "Zeke" Solis
Principal Planner



July 23, 2020

Dear Customer:

This letter is in response to your recent request for verification of electric utility service with CPS Energy. Our records indicate that the address at 2831 NW LOOP 410 #LCT, has had continuous electric service from the below.

April 2001 to June 2018,

July 2019 to current date.

Due to the privacy act we are not able to list tenants at these addresses.

If you have any further questions, or require our assistance, please contact us at our Customer Service Department, Customer Call Center, (210) 353-2222 or 1-800-773-3077.

We appreciate the opportunity to assist you.

Sincerely,

Customer Contact Center

A handwritten signature in black ink, appearing to be "K. H.", written over the "Customer Contact Center" text.