

First Amendment and Assignment to License Agreement

Assignment from Fratellos LLC to T-Bird Enterprises LLC

(Candys Old Fashioned)

This First Amendment and Assignment to the License Agreement (Agreement) is between Fratellos LLC ("Assignor Licensee"), T-Bird Enterprises LLC ("Assignee Licensee") and the Licensor of San Antonio ("Licensor"), pursuant to the Ordinance Authorizing the First Amendment.

1. Identifying Information

Assignor Licensee:	Fratellos LLC
Assignee Licensee	T-Bird Enterprises LLC
Assignee Licensee's Address:	7126 Glendora Avenue, San Antonio Texas 78218
Premises:	Approximately 2,509 net rentable square feet for retail use on the first floor; and 296 square feet of storage space in the basement; and use of the public exterior sidewalk for outdoor patio space subject to the policies and procedures for sidewalk cafes in the downtown area all of which is located in the building at 115 Plaza de Armas, Suite 107, which is located on Lots A2-A5, NCB 117, San Antonio, Bexar County, Texas.
License	Agreement executed by Licensor and Assignor Licensor effective April 7, 2017 attached hereto as Exhibit A
Ordinance Authorizing Original License:	2017-03-09-0158
Ordinance Authorizing First Amendment and Assignment:	2024-06-20-_____
Beginning of Renewal Term:	January 1, 2023
Expiration of Renewal Term:	December 31. 2029
Security Deposit	Licensor is holding a \$5,000 security deposit from Assignor Licensee, this full amount will be applied towards Monthly Fee accruing prior to December 31, 2023. Assignee Licensee has paid a \$5,000 deposit to be held by Licensor in accordance with Section 21 of the License

2. Defined Terms

- 2.1. All terms used in this instrument and not otherwise defined herein but defined in the Agreement to it have the meanings previously ascribed to them.
- 2.2. Assignee Licensee shall be bound by all conditions in the License defined or implied to be the responsibility or obligation of Licensee.

3. Assignment of License

Notwithstanding anything to the contrary as stated in Section 20 of the License, as of the date of approval of this Lease by Assignor Licensee and Assignee Licensee, the terms and conditions as outlined in the License shall be assigned from Fratellos LLC to T-Bird Enterprises LLC and Assignor Licensee shall have no further debt or obligation to Licensors.

4. Term

- 4.1. The Initial Term of this License is extended to end December 31, 2022.
- 4.2. The Renewal Term as provided in Section 5.02 of the License will commence January 1, 2023 and terminate December 31, 2029. There are no further rights to renew the License.

5. Monthly Fee

Section 6.1 of the Agreement is deleted in its entirety and replaced with the following:

Monthly fee. The fee is as follows:

Term	Monthly Fee
March 1, 2019 – December 31, 2022	\$0
January 1, 2023 – December 31, 2023	\$1,500.00
January 1, 2024 -December 31, 2024	\$0
January 1, 2025 -December 31, 2025	\$3,100.00
January 1, 2026 -December 31, 2029	\$3,200.00

Per Ordinance 2021-05-20-0361, a 100% Rent abatement was applied from September 2020 - August 2021. Rent accruing per the above schedule will also be abated. Rent during the periods of abatement to include abatements and conditions for assessment of Monthly Fees in Section 6.02.

6. No Default

- 6.1. Neither Licensor, nor Assignor Licensee, nor Assignee Licensee is in default under the Agreement, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

7. Same Terms and Conditions

7.1. This renewal instrument is a fully integrated statement of the modifications to the Agreement. Except as expressly modified by this renewal, the Agreement remains a comprehensive statement of the rights and obligations of Licensor and Licensee. Licensor and Assignee Licensee reaffirm the Agreement as modified by this renewal instrument and represent to each other that, except as expressly stated in this instrument, no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

8. Public Information

8.1. Assignee Licensee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this instrument waives an otherwise applicable exception to disclosure.

Signature Page Follows

In Witness Whereof, the parties have caused their representatives to set their hands.

Assignor Licensor

Fratellos LLC, a Texas limited liability company

By: Marilyn G. Magaro

Printed
Name: MARILYN G. MAGARO

Title: Manager

Date: June 15, 2024

Assignee Licensee

T-Bird Enterprises LLC, a Texas limited liability company

By: Melissa Vasquez LLC

Printed
Name: Melissa Vasquez LLC

Title: Owner

Date: 05/29/2024

Licensor

City of San Antonio, a Texas municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

Exhibit A License Agreement