

**AMENDMENT OF LEASE AGREEMENT
FARMERS MARKET AREA NUMBER S - 19
(WITH LANDLORD'S CONSENT)**

This AMENDMENT TO LEASE AGREEMENT ("**Agreement**") is hereby made and entered into by and between CITY OF SAN ANTONIO, a Texas municipal corporation and Landlord of the subject property ("**CITY**"), acting by and through its City Manager, and TRINI TRAYLOR (collectively "**TENANT**"), D/B/A GUERO'S.

WHEREAS, effective June 4, 2020, CITY entered into that certain Lease Agreement ("**LEASE**") with TENANT for the lease of the following described tract or parcel of real property situated in Farmers Market at Market Square, San Antonio, Bexar County, Texas to-wit:

A portion of the real property and improvements owned by CITY located at 612 W. Commerce Street, San Antonio Bexar County, Texas within the area commonly known as Farmers Market at Market Square (said real property and improvements hereinafter referred to as the "**Leased Premises**"). Said Leased Premises contain approximately 228 square feet and is identified as area number S - 19; and

WHEREAS, TENANT desires to convey and add LUZMILA BURGA and LUIS GERMAN ASCANTA ("**CO-TENANTS**"), to TENANT's leasehold interest under the LEASE and

WHEREAS, said CO-TENANCY amendment requires the prior approval of CITY COUNCIL; and

WHEREAS, CO-TENANTS have satisfied CITY that they are financially able to undertake the obligations of tenant under said LEASE,

WHEREAS, amending the LEASE is in CITY's and TENANT's best interest.

WHEREAS, CO-TENANTS agree to pay City \$3,000.00 assignment fee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Parties agree as follows:

1. **ASSUMPTION**: By its execution hereof, CO-TENANT hereby agrees to perform all the terms, covenants, and conditions of the LEASE in conjunction with the TENANT. CO-TENANTS hereby recognize the superior fee title in and to the land and premises held by the CITY, as Landlord, and CITY's right of reversion at the end of the LEASE term, whether occasioned by default or passage of time, as well as, the rights and benefits of every description whatsoever belonging to or accruing to the benefits of CITY under the LEASE.
2. **REPRESENTATION AND WARRANTIES**: CO-TENANTS represent and warrant that the following statements are true.
Upon City Council approval, CO-TENANT will be added as a lessee on the lease, formerly owned by TENANT and operating as "Guero's". CO-TENANT will be added to the lease and will operate shop as "Guero's".

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

3. USE AND CARE OF PREMISES: CO-TENANTS agree that that the Leased Premises shall be utilized for the sole purpose of retail sales of the following product categories:
- Jewelry
 - Clothing
 - Home Goods
 - Pottery
 - Accessories
 - Hats
 - Religious items
 - Electronics
 - Music
 - Souvenirs
 - Toys
 - Art

No weapons, toy weapons or toys that make loud noise are allowable. Merchandise should exhibit family-friendly themes.

4. AMENDING USE AND CARE OF PREMISES: Section 2 of LEASE is amended to include the following provisions:

2.06 Further, CO-TENANTS covenant and agree, in keeping with the intent and spirit of Farmers Market and Market Square, to operate the business conducted on the Leased Premises in an "OWNER PRESENCE" capacity, physically participating in the day-to-day operations of TENANT'S business, as opposed to employing a non-owner manager of said premises, hence an "absentee owner"

posture, unless such management is first approved by the Director of the Center City Development and Operations Department, or his designee. Failure to operate the business on the **Leased Premises** in such a manner will constitute an act of default hereunder and will be grounds, at **CITY'S** option to terminate this Lease Agreement upon ten (10) days written notice to **TENANT**.

CO-TENANTS further agree to refrain from hawking in common area.

5. **AMENDING RENT:** Section 3 is amended to include the following provisions.

Section 3.02 should read: Base Rent is comprised of charges for leased retail space. Base rent (not including Waste collection Fee) is as follows:

Lease Year		Rate/Month (S.F.)	Square Feet	Monthly Rental
1	Commencement to May 31, 2026	\$3.26	228	\$743.28
2	June 1, 2026 to May 31, 2027	TBD *	228	TBD
3	June 1, 2027 to May 31, 2028	TBD	228	TBD
4	June 1, 2028 to May 31, 2029	TBD	228	TBD
5	June 1, 2029 to May 31, 2030	TBD	228	TBD

- Rates to be negotiated.

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

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of _____, 2025.

TENANT:

Trini Traylor
Trini Traylor
dba Güero's Luzmila

CO-TENANTS:

Luzmila Burga
~~Luzmila-Burga~~
dba Guero's

Luis Ascanta
Luis Ascanta *German Ascanta*
dba Guero's

126 ELAND DR
Address

SAN ANTONIO TX 78213
City, State, Zip Code

210 4125479
Business Telephone Number

7263481849
Other Telephone Number

artesanias_ecuador@hotmail.com
Email Address

DATE: _____

DATE: _____

LANDLORD:
CITY OF SAN ANTONIO,
a Texas Municipal Corporation

Director, CCDO

APPROVED AS TO FORM:

City Attorney