

# **First Amendment to Gallery Ventures Limited, L.L.C. Lease Agreement**

(Gallery Vetro)

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This First Amendment to the Gallery Ventures Limited, L.L.C. d/b/a Gallery Vetro! Creative Art Glass Retail Lease (Agreement) is between Gallery Ventures Limited, L.L.C. ("Tenant") and the City of San Antonio ("Landlord"), pursuant to the Ordinance Authorizing the First Amendment.

## **1. Identifying Information**

<b>Retail Lease</b>	Lease agreement executed by Landlord on September 10, 2014 as authorized by the Authorizing Ordinance
<b>Tenant:</b>	Gallery Ventures Limited, L.L.C.
<b>Tenant's Address:</b>	250 East Houston Street, San Antonio Texas 78205
<b>Premises:</b>	Approximately 2,187 square feet of floor area as depicted on Exhibit A which is incorporated into this Agreement and located in a building situated on a parcel of land described as the east five feet of Lot 5 and all of Lots 6,7 and 8, Block 21, New City Block 406 in San Antonio, Bexar County, Texas.
<b>Ordinance Authorizing Retail Lease:</b>	2014-08-9-0158
<b>Ordinance Authorizing First Amendment:</b>	
<b>Beginning of Renewal Term:</b>	November 1, 2022
<b>Expiration of Renewal Term:</b>	October 31, 2027

## **2. Defined Terms**

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.

## **3. Essential Services**

The concept of Essential Services is deleted from the Retail Lease and in substitution thereof is inserted the Section 6 language as provided in this Amendment.

## **4. Term**

4.1. The Initial Term of this Retail Lease is extended to end October 31, 2022.

4.2. The Renewal Term as provided in Section 4.2 of the Retail Lease will commence November 1, 2022 and terminate October 31, 2027. There are no further rights to renew the Retail Lease.

4.3. Effective October 31, 2025, Tenant shall have the one-time right to terminate this Agreement and Retail Lease with not less than one hundred and twenty (120) day prior written notice to Landlord.

## 5. Monthly Rent

Section 6.2 of the Agreement is amended as follows:

Monthly Base Rent is as follows:

Term	Monthly Rent
September 1, 2019 – March 31, 2020	\$4,282.88
April 1, 2020 – May 31, 2020	\$0.00
June 1, 2020 – July 31, 2020	\$4,282.88
August 1, 2020 – May 31, 2021	\$0.00
June 1, 2021 – October 31, 2022	\$4,282.88
November 1, 2022 – October 31, 2023	\$4,153.21
November 1, 2023 – October 31, 2024	\$4,285.55
November 1, 2024 – October 31, 2025	\$4,422.26
November 1, 2025 – October 31, 2026	\$4,820.42
November 1, 2026 – October 31, 2027	\$4,965.03

Per Ordinance 2020-06-04-0345 and 2021-05-20-0361, a 100% rent abatement was approved for April and May 2020 and from August 2020 to December 2020 respectively equal to seven months abated rent. Furthermore rent shall be abated for an additional five months from January 2021 to May 2021. The chart above reflects these abatement periods.

The terms and conditions outlined in Section 3.6 of the Retail Lease have been satisfied and this Section is hereby deleted.

## 6. Landlords Affirmative Promises

Section 8 is hereby amended to delete subsections 8.3 and 8.4 and in substitution thereof new section 8.6 is inserted as follows:

8.6 Landlord and Tenant each must repair, maintain, and replace, if necessary, any building component or service allocated to it in the table below:

<i>Item</i>	<i>Tenant Responsibility</i>	<i>Landlord Responsibility</i>
Janitorial Services to Common Areas	No	Yes

Utility Services	Yes	No
Common Area Maintenance	No	Yes

<i>Item</i>	<i>Tenant Responsibility</i>	<i>Landlord Responsibility</i>
Exposed Electrical Systems	Yes	No
Light bulbs and tubes	Yes	No
Concealed Electrical Systems	No	Yes
Exposed Plumbing Systems	Yes	No
Concealed Plumbing Systems including under floor drain lines *	No	Yes
HVAC Systems	Yes	No
Pest Control	Yes	No
Interior walls, doors, finishes and improvements	Yes	No
Roof, foundation and structural soundness of exterior walls	No	Yes
Glass frames, glass storefront and exterior doors	Yes	No

- Tenant shall be responsible for clearing any clogged drain lines, if the clogged line is due to a broken pipe within the wall or below the floor, then Tenant shall first clear the clog and Landlord will repair or replace the broken pipe in the wall or under the floor.

## **7. No Default**

7.1. Neither Landlord nor Tenant is in default under the Retail Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before the execution of this Agreement by Landlord.

## **8. Same Terms and Conditions**

8.1. This Agreement instrument is a fully integrated statement of the modifications to the Retail Lease. Except as expressly modified by this renewal, the Agreement remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Retail Lease as modified by this Agreement 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.

**9. Public Information**

- 9.1. Tenant 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.

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

**Landlord**

**City of San Antonio**, a Texas municipal corporation

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Tenant**

**Gallery Ventures Limited, L.L.C.**, a Texas Limited liability corporation

*Phillip Shrank*

By: \_\_\_\_\_

Printed  
Name: Phillip Shrank

Title: Member

Date: November 10, 2022

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

## Exhibit A: Description of Premises

250 East Houston

