

**Third Amendment to Lease Agreement  
(800 Painful, LP – 800 Dolorosa, Suite 115)**

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WHEREAS, GTM Washington Square, Ltd., predecessor-in-title to Landlord, and Tenant entered into that certain lease dated December 16, 2004 for 1,369 rentable square feet for a term to end December 31, 2009 authorized by Ordinance 100155 and later amended by:

- (a) Renewal and Extension of Lease Agreement authorized by Ordinance 2010-01-14-008 that extended the Lease through December 31, 2014;
- (b) 2nd Renewal and Extension of Lease Agreement authorized by Ordinance 2015-01-15-0015 which extended the term through January 31, 2020; and

WHEREAS, the above-referenced lease and subsequent renewal and amendments are herein cumulatively referred to as the “Lease”; and

WHEREAS, the Building was conveyed by GTM Washington Square, Ltd to 800 Painful, LP during the term of the Lease; and

WHEREAS, 800 Painful, LP, as successor-in-title to GTM Washington Square, Ltd, (“Landlord”) and Tenant wish to amend the Lease.

NOW, THEREFORE, for good and valuable consideration, it is agreed by the parties as follows:

**1. Identifying Information.**

**Original Authorizing Ordinance:** 100155

**Previous Ordinances Authorizing Renewal:** 2010-01-14-0008, 2015-01-15-0015

**Current Authorizing Ordinance:**

**Landlord:** 800 Painful, LP as successor-in-title to GTM Washington Square, Ltd

**Landlord’s Address:** Weston Urban Management, LP  
112 East Pecan Street, Suite 175  
San Antonio, TX 78205

**Tenant:** City of San Antonio

**Tenant’s Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Premises:** Approximately 1,369 square feet in the building located at 800 Dolorosa Street, San Antonio, Bexar County, Texas (the “Building”) commonly referred to as Suite 115 in the Building (collectively, the “Premises”) as depicted in **Exhibit A**.

**Third Amendment Term:** eleven (11) month term

**Binding Date:** This agreement is binding on the parties on the later of (A) the effective date of the Authorizing Ordinance or (B) the later of the signatures of the two parties.

**Commencement Date:** March 1, 2020

**Expiration Date:** January 31, 2021

## 2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to “Lease” in this amendment include the original Lease.

## 3. Renewal and Extension.

The Term of this Lease is the *Third Amendment Term* commencing on March 1, 2020 and expiring on January 31, 2021, unless sooner terminated as provided in this Lease.

## 4. Monthly Rent.

| Date                               | Monthly Amount |
|------------------------------------|----------------|
| March 1, 2020                      | \$2,314.26     |
| April 1, 2020-<br>January 31, 2021 | \$2,224.63     |

## **5. Adjustment in Base Year.**

For determining excess taxes over a Base Year as provided in Section 3.3 of the Lease commencing with any calculations effective after January 1, 2019, the parties shall use the tax year 2019 as the Base Year for any applicable taxes.

## **6. Holding Over**

Section 24 is amended and restated in its entirety as follows:

24.1 The Landlord and Tenant agree that for the Holdover that occurred effective February 1, 2020, rent paid by Tenant in the amount of \$2,135.00 per month for period ending February 29, 2020 represents the entirety of the Rent due during the Holdover that will end on the Binding Date including any portions of the month that occurs after the Binding Date.

24.2. If Tenant is still in possession of the Premises after the end of the Third Amendment Term, then Landlord or Tenant can elect to either terminate this Lease or have it continue on a month to month basis with all terms and conditions of the Lease to apply except rent which will be increase 10% effective on the end of the Third Amendment Term and continue at that rate until such time that the Landlord provides timely notice of any further increase.

## **7. Effective Date of Amendment**

This Amendment is binding on the parties as of the effective date of the Authorizing Ordinance and performance is contingent on this date. Tenant has not asked for any improvements to the Premises and accepts them “as is”.

## **8. No Default.**

Neither Landlord nor Tenant is in default under the Lease and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of the Landlord’s signature on this amendment.

## **9. Same Terms and Conditions.**

Except as specifically set forth in this Third Amendment to Lease Agreement, all the terms and provisions of the Lease shall remain unmodified and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

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

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

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

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

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

**800 Painful, LP**, a Texas limited partnership

By: 800 Painful GP, LLC  
A Texas limited liability company,  
its General Partner

By: Weston Urban, LLC  
A Texas limited liability company,  
Its Manager

By: \_\_\_\_\_  
Randal C. Smith  
Manager

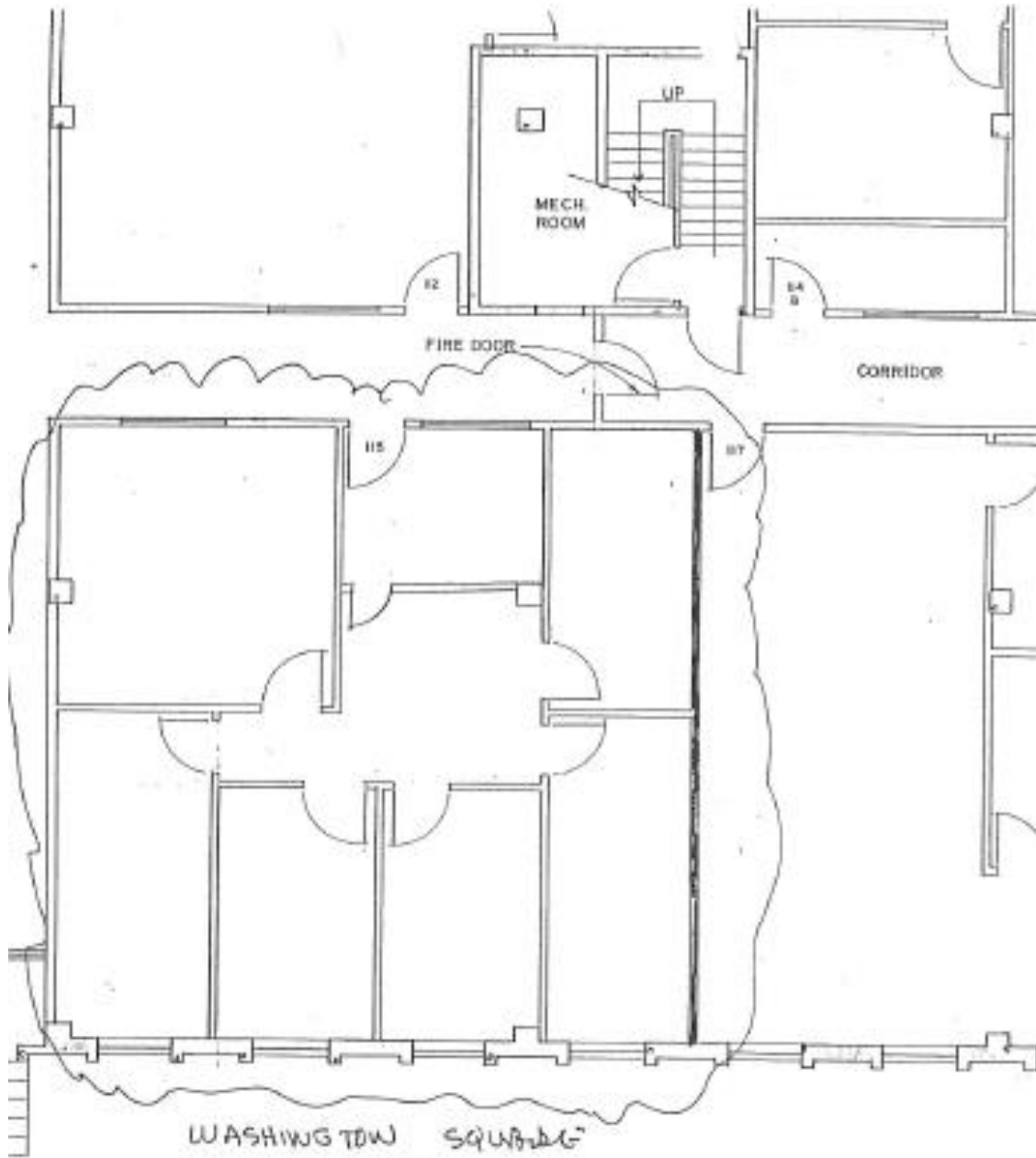
**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

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

**Exhibit A. Description of the Premises**



WASHINGTON SQUARE  
800 DOLOROSA  
1369 RENTALS SF