

6th Renewal and 5th Amendment to Lease Agreement (Riverview Towers - Human Resources Department)

1. Identifying Information.

Ordinance Authorizing 6th Renewal and 5th Amendment:

Landlord: Riverview Tower Partners, Ltd.

Landlord's Address: 111 Soledad, San Antonio, Texas 78205

Tenant: City of San Antonio

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

Lease: Lease Agreement (City Attorney's Office Riverview Office Building) dated January 30, 2002 between Mack-Cali Texas Property, L.P. as Landlord and the City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205 (the "Building")

**Ordinance Authorizing
Original Lease:** 95134, January 10, 2002

**Ordinance Authorizing 1st
Amendment:** 96144, dated August 8, 2002

**Ordinance Authorizing 1st
Renewal:** 99437, June 24, 2004

**Ordinance Authorizing 2nd
Renewal:** 100943, May 26, 2005

**Ordinance Authorizing 2nd
Amendment and 3rd Renewal:** 2006-06-29-0778

**Ordinance Authorizing 4th
Renewal:** 2009-02-19-0137

**Ordinance Authorizing 5th
Renewal and 3rd Amendment:** 2011-05-05-0346

**Ordinance Authorizing 4th
Amendment and Combined
Agreement:** 2016-03-31-0222

Rent: As set forth in Section 6.

Renewal Term: Five years

Renewal Term
Commencement Date: April 1, 2017

Renewal Term End Date: March 31, 2022

Asbestos Survey Deadline: No later than 30 days after the Effective Date

Effective Date: The effective date of the Ordinance Authorizing this 6th
Renewal and 5th Amendment

The exhibits to this Lease are:

Exhibit A: Description of Premises/Floorplan

All exhibits are incorporated by reference for all purposes as if fully set forth.

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all previous renewals and amendments to it.

3. Extension of Term, Renewal, Termination.

The five-year Renewal Term begins on the Renewal Term Commencement Date. Tenant may terminate the Lease without cause at or any time after September 30, 2019 by giving Landlord 150-day written notice.

4. Premises.

The Premises as defined in the Lease and subsequent renewals and amendments consists of approximately 16,480 square feet, being Suite 120 and Suite 200 of the Building. The Premises is hereby amended to include an additional 2,350 square feet, being Suite 925 of the Building, for a total leased Premises of 18,830 square feet as depicted on **Exhibit A**.

5. Landlord's Affirmative Promises:

5.01. Landlord, at Landlord's sole cost and expense, promises to provide the cleaning and maintenance services for Suite 925 described in Exhibit E of the 5th Renewal and 3rd Amendment referenced above.

5.02. Landlord, at Landlord's sole cost and expense, promises to hire and pay vendors (selected by the City of San Antonio) directly, an amount not to exceed \$10,000.00 for training related equipment for Suite 925, and for access controls for Suite 120.

5.03. Landlord promises to apply any remaining balance of the \$10,000.00 as rent credit to the next monthly rent payment due.

6. Rent.

Tenant must pay Rent at the time and place required by the Lease from the beginning of Renewal Term through and including the end of Renewal Term. Monthly rent during Renewal Term will be \$28,245.00 (\$18.00 per square foot).

7. Operating Expenses.

The year 2016 will be the base year for operating expense reimbursement during the term of this Renewal for Suites 120 and 200. Suite 925 shall have no associated operating expense reimbursement obligation.

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 Landlord's signature on this amendment.

9. Same Terms and Conditions.

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. All holdover terms of the Lease apply as well to this 4th Renewal term. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

10. Incorporation of Exhibits.

The attached Exhibits are incorporated by reference for all purposes as if fully set forth.

11. Date of Amendment

For purposes of reference, the date of this renewal and amendment is the date of the later of this document's execution and the date this document is authorized by ordinance of the City of San Antonio.

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

Landlord

Riverview Tower Partners, Ltd., a Texas limited partnership, by and through its sole general partner

Riverview Tower GP, LLC, a Texas limited liability company

Signature: _____

Charles Brown

Printed

Name: _____

Charles Brown

Title: _____

Manager

Date: _____

Tenant

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed

Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved:

City Attorney



Exhibit A

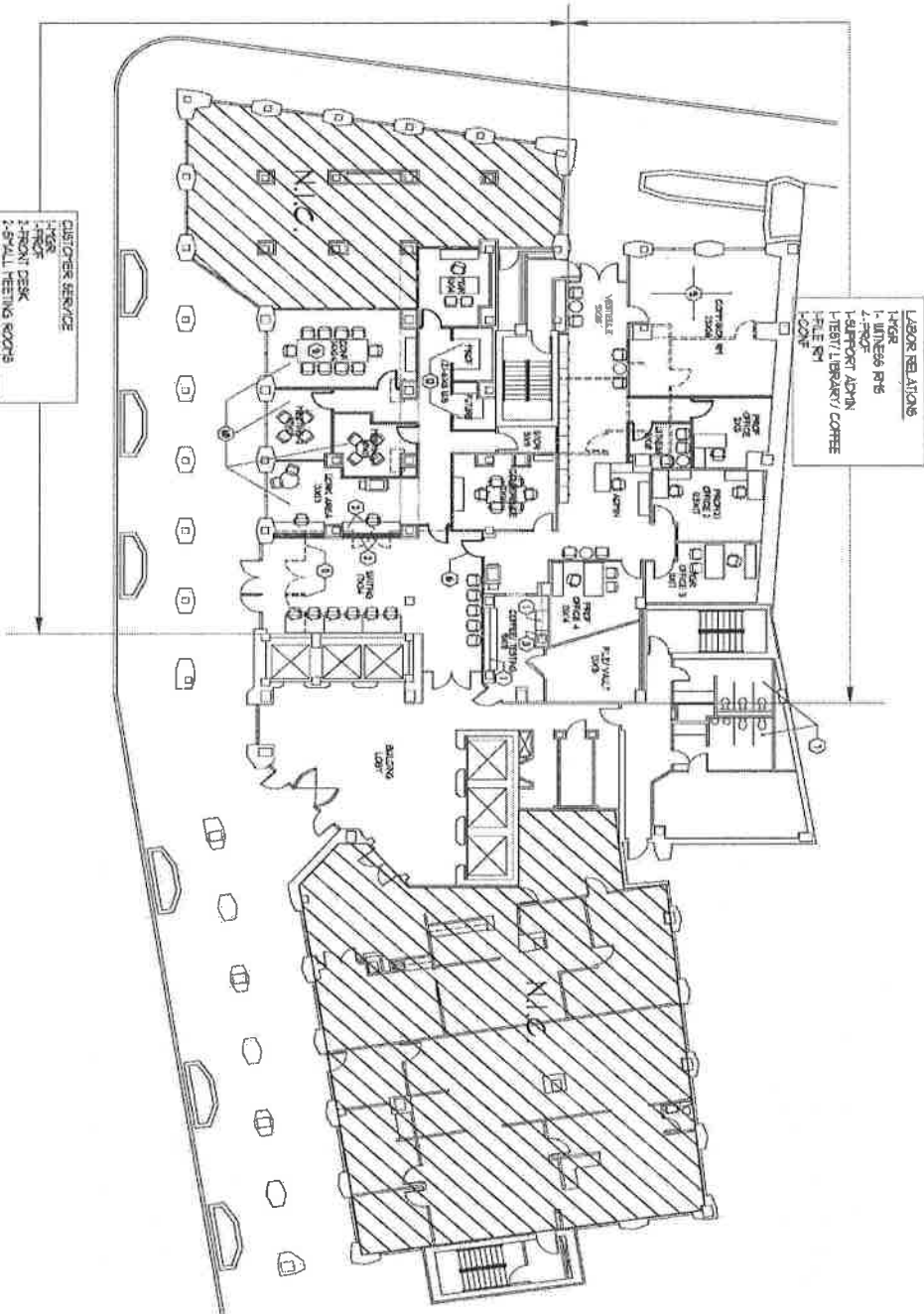
COSA HR DEPARTMENT

RYERVIEW TOWER LEVEL 1
 1210
 1220
 1230
 1240
 1250

5371 R35

CUSTOMER SERVICE
 1-RECEPTION
 2-FRONT DESK
 3-REAR DESK
 4-TRAINING AREA & CONFERENCE
 5-LARGE CONFERENCE

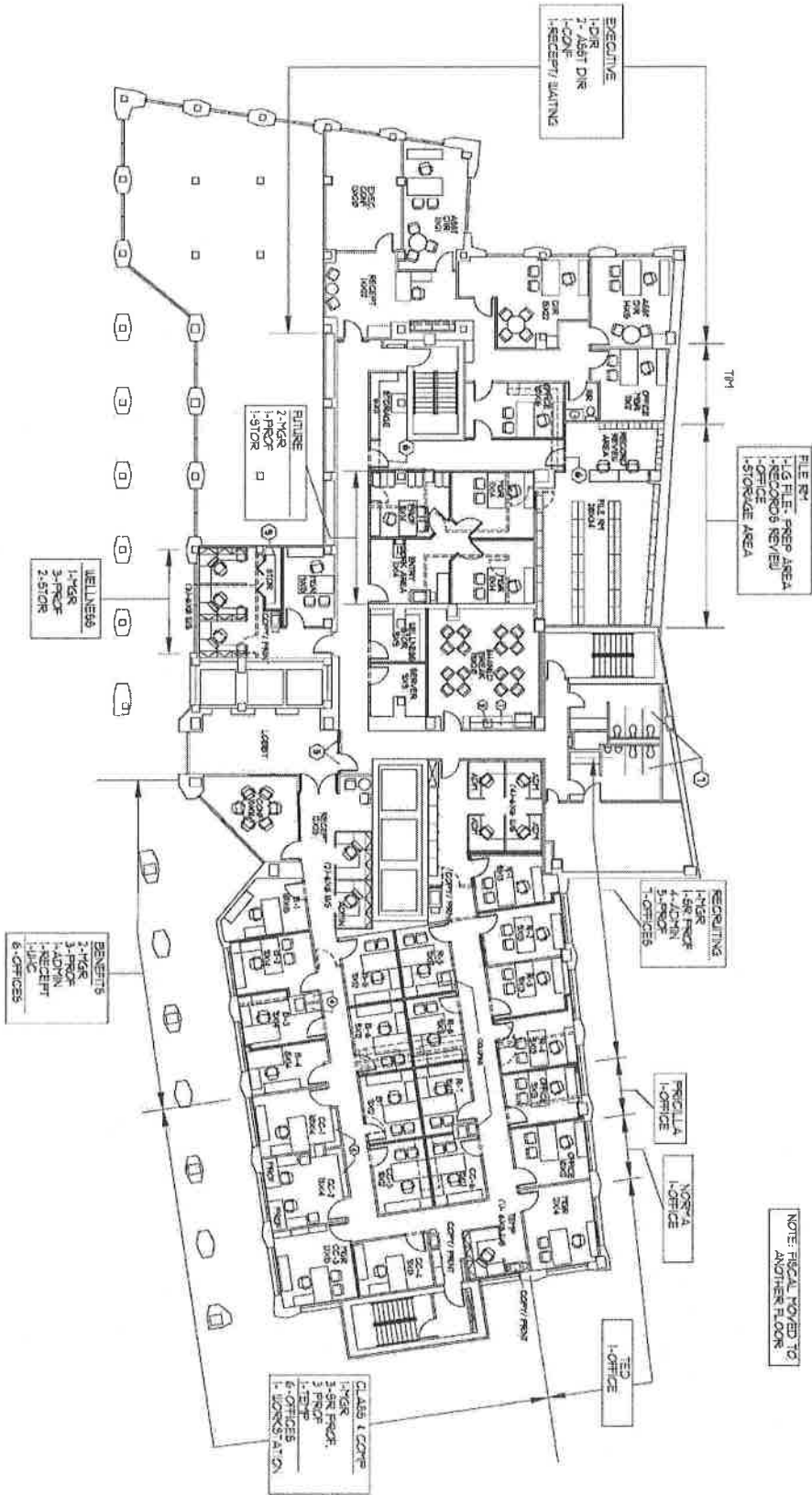
LABOR RELATIONS
 1-HRGR
 2-UNLESS R/S
 3-PROF
 4-SUPPORT ADMIN
 5-RECV LIBRARY/COFFEE
 6-FILE RM
 7-COIN



COSA HR DEPARTMENT
 RIVERVIEW TOWER LEVEL 7
 0216.0 1244.0 REV
 1025.00 2300.00 PROCS
 100.00

10953 R.S.F.

SCALE: 1/8" = 1'-0"





LEVEL 9