

EXHIBIT A**SIXTH AMENDMENT TO COLUMBIA SQUARE OFFICE LEASE**

DATED: October 10, 2017

BETWEEN: COLUMBIA SQUARE, L.L.C.,
an Oregon limited liability company ("Landlord")

AND: THE CITY OF PORTLAND,
a municipal corporation ("Tenant")

Recitals:

A. Landlord and Tenant are parties to the Columbia Square Office Lease dated October 10, 2003 (the "Lease Agreement"), as amended by an Amendment to Office Lease dated November 17, 2003 (the "First Amendment"), a Second Amendment to Columbia Square Office Lease dated September 19, 2006 (the "Second Amendment"), a Third Amendment to Columbia Square Office Lease dated April 10, 2007 (the "Third Amendment"), a Fourth Amendment to Columbia Square Office Lease dated June 25, 2010 (the "Fourth Amendment") and a Fifth Amendment to Columbia Square Office Lease dated June 9, 2014, (the "Fifth Amendment"). The Lease Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are collectively referred to as the "Lease" in this Sixth Amendment to Columbia Square Office Lease (the "Sixth Amendment"). Pursuant to the Lease, Tenant leases Suite 600, consisting of approximately 25,573 rentable square feet (the "Premises").

B. Tenant desires to extend the term of the Lease and Landlord is willing to extend the term of the Lease subject to the terms and conditions of this Sixth Amendment.

C. Capitalized terms which are defined in the Lease and used in this Sixth Amendment shall have the meanings given to them in the Lease, except as expressly amended by this Sixth Amendment.

Agreements: In consideration of the mutual promises of the parties, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Extend Term.
 - 1.1 General. The term of the Lease is extended to and through May 31, 2023.
2. Base Rent. Commencing June 1, 2018 and continuing throughout the term of the Lease, Monthly Base Rent shall be paid in accordance with the following schedule:

<u>Time Period</u>	<u>Monthly Base Rent</u>
June 1, 2018 – May 31, 2019	\$33,565.00
June 1, 2019 – May 31, 2020	\$34,571.00
June 1, 2020 – May 31, 2021	\$35,609.00
June 1, 2021 – May 31, 2022	\$36,677.00
June 1, 2022 – May 31, 2023	\$37,777.00

3. Additional Rent. Effective June 1, 2018, Section 20 of the Lease is revised as follows:

3.1 Section 20.1(a) is deleted.

3.2 Section 20.1(b) is deleted and replaced with the following:

“Tenant’s Proportionate Share is 9.08%. Tenant’s Proportionate Share is determined by dividing the number of rentable square feet of the Premises by the total number of rentable square feet of the Building. Landlord may modify Tenant’s Proportionate Share if the rentable square footage of the Building is increased or decreased, as the case may be.”

3.3 Section 20.2 of the Lease is deleted and replaced with the following:

“Throughout the term of this Lease, Tenant shall pay Tenant’s Proportionate Share of Operating Expenses, prorated with respect to years in which this Lease is in effect for less than the entire calendar year. Commencing June 1, 2018 and for each calendar year thereafter, Landlord shall estimate in a reasonable manner the amount of Operating Expenses for that year. Landlord shall compute Tenant’s Proportionate Share of such estimated amount of Operating Expenses, and one-twelfth of Tenant’s Proportionate Share shall be paid by Tenant as additional rent in connection with each monthly rent payment. At the conclusion of each calendar year, Landlord shall compute the actual Operating Expenses. If the estimated payments collected from Tenant are insufficient to cover Tenant’s Proportionate Share of the actual Operating Expenses, Tenant shall within 30 days after receipt of a billing from Landlord pay the difference. If Landlord’s estimates exceeded the amount of actual Operating Expenses, Landlord shall at its option either refund the excess to Tenant or apply the excess towards reducing Tenant’s Proportionate Share of Operating Expenses for the next calendar year in which the Lease is in effect.”

3.4 Section 20.4 is deleted.

3.5 Section 5 of the Fourth Amendment to Lease (replaced Section 20.5 of the Lease) is deleted and replaced with the following:

“Operating Expenses Cap: Landlord agrees that Operating Expenses for the Building (except for utilities, insurance costs and taxes) in any calendar year will not increase by more than five percent (5%), compounded annually, over the amount of such Operating Expenses for the calendar year 2018.”

3.6 Section 20.6 is deleted.

4. Tenant Improvement Allowance. Landlord shall provide Tenant with up to \$180,000.00 (the “Tenant Improvement Allowance”) to be applied to the Costs of the Tenant Improvement Work. Any portion of the Tenant Improvement Allowance not applied to Costs by December 31, 2018 shall be retained by Landlord. Any additional improvements and/or alternations shall be at Tenant’s sole expense.

All improvements constructed in the Premises shall be approved in writing by Landlord and subject to the terms and conditions outlined in the Work Agreement in the Lease.

5. Effect of Sixth Amendment. The Lease is amended only as set forth in this Sixth Amendment. Except as expressly modified, the Lease remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Fifth Amendment as of the day and year first written above.

LANDLORD:

COLUMBIA SQUARE LLC

By: _____
Melvin James Mark, Manager

Date: _____

TENANT:

CITY OF PORTLAND, a municipal corporation

By: _____

Approved as to Form:

Deputy City Attorney

Date: _____