

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 23

DATE
SEP 22 1994

TO LEASE NO.
GS-10B-05541

ADDRESS OF PREMISES
Robert Duncan Plaza
333 S.W. First Avenue
Portland, Oregon 97204

THIS AGREEMENT, made and entered into this date by and between Marzer Venture

whose address is 111 S.W. Columbia, Suite 1380
Portland, Oregon 97201

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 19, 1992, as follows:
(Supplemental Lease Agreement No. 21 is deleted in its entirety.)

To provide an additional 320 net usable square feet of general purposes type space and to increase annual rent accordingly.

Paragraph 1 of the Lease, as amended in Supplemental Lease Agreement No. 15, is deleted and replaced by the following:

1. The Lessor hereby leases to the Government 316,450 net usable square feet of office and general purpose type space in the Robert Duncan Plaza, 333 S.W. First Avenue. Lessor and Lessee hereby mutually agree, the space (the "Premises") is shown shaded on the eleven floor plans.

CONTINUED ON THE ATTACHED PAGE 2 THROUGH 3, ATTACHED TO AND MADE A PART OF THIS SUPPLEMENTAL LEASE AGREEMENT NUMBER 23

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Marzer Venture
By: Mark Group Partnership No. 4
BY _____
IN PRESENCE OF Melvin Mark, Jr., General Partner

(Signature)

By: Schnitzer Investment Corp.

Roger Neu, Vice President
111 S.W. Columbia, Suite 1380,
Portland, OR (Address) 97201

UNITED STATES OF AMERICA
BY _____

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

**SUPPLEMENTAL LEASE AGREEMENT NO. 23 TO GSA LEASE. GS-10B-05541
CONTINUATION PAGE NO. 2 IS ATTACHED AND MADE A PART THEREOF**

attached to Supplemental Lease Agreement No. 15 as "Exhibit A - SLA 15" and attached hereto as "Exhibit A - SLA 23," situated on floors P-1, P-2, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and that the GSA net usable space shown has been calculated in accordance with Paragraph 24 of SFO MOR80344.

The leased premises also includes all of the parking space on the P-2 level. The Government acknowledges the city approved parking layout and requirements as outlined on Exhibit B - SLA 15 Sheet A2-1 dated 8/23/91. The government has control of the P-2 level parking and acknowledges that the portion of the P-2 level that is situated under the sidewalk is subject to a revokable permit in favor of the City of Portland and shall be responsible for compliance with all City of Portland requirements.

Paragraph 9 of the Lease, as amended in Supplemental Lease Agreements No. 15 and No. 16 is deleted and replaced by the following:

"9. The Government shall pay the Lessor annual rent of \$5,588,791.89 in monthly installments of \$465,732.66 payable in arrears. Rent for any partial month during the Lease term shall be prorated to reflect the number of days during the month that Tenant occupies the premises. Additional rent means amounts determined under Paragraphs 10 and 11 of this Lease and any other sums payable by Tenant to Landlord under this Lease. The rent includes recurring overtime utility service to the areas outlined in red on Floors 2, 3, 7, and 9 on Exhibit D - SLA 15 (4 sheets) and above standard janitorial service for the daycare center and paper supplies for 35 GSA towel dispensers."

Paragraph 10 of the Lease, as amended in Supplemental Lease Agreement No. 15, is deleted and replaced by the following:

"10. The Government shall pay the Lessor the following increases:

The annual rent will be increased by \$1.40 per square foot which is equal to \$443,030.00 per year during years 11 through 20 of the Lease, and this increase will be paid monthly in installments of \$36,919.17. This rental increase during the last ten years of the Lease will be in addition to all operating cost escalation and real estate tax escalation as specified in Paragraph 11 (from the start of the Lease, using the original base and tax base year)."

INITIALS

W 221 & cd

Lessor/Government

SUPPLEMENTAL LEASE AGREEMENT NO. 23 TO GSA LEASE. GS-10B-05541
CONTINUATION PAGE NO. 3 IS ATTACHED AND MADE A PART THEREOF

Paragraph 11 of the Lease, as amended in Supplemental Lease Agreement No. 15, is deleted and replaced by the following:

"11.

A. OPERATING COST

For purposes of the operating cost escalation in Paragraph 23 of SFO MOR80344 (33 pages) and agreed upon P-2 rent increase, Lessor and the Government agree that the Base Rate for operating cost adjustment is \$1,701,363.60. The base is derived from GSA Form 1217, negotiated rates for above standards services (\$1,699,642.00 SLA No. 15) plus 320 square feet at the rate of \$5.38 per square foot. Lessor and the Government agree that the anniversary date for escalation shall continue annually on September 18.

B. TAX ADJUSTMENT

For purpose of Tax Adjustment as outlined in Paragraph 22 of SFO MOR80344 (33 pages), the Lessor and Lessee mutually agree that the Government's share of the tax increase is 96.58% (316,450/327,659) or the ratio of the net usable square feet occupied by the Government to the total net usable square feet in the building is .9658."

"21.

Government acknowledges that Lessor and other Lessees' phone equipment will continue to reside in the demised premises. If Government wants the Lessor's and other Lessees' phone equipment removed from the demised premises at some point in the future, Government agrees to pay the cost of relocating the equipment to a location acceptable to the Lessor. Government agrees to allow Lessor and other Lessees and their agents access to the demised premises. Government agrees to not hold Lessor responsible for damage caused to Lessee's equipment."

WZr INITIALS
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Lessor/Government
