

**SUPPLEMENTAL LEASE AGREEMENT**

TO LEASE NO  
GS- 10B-05541

ADDRESS OF PREMISES Robert Duncan Plaza  
333 SW First Avenue  
Portland, Oregon 97204  
Lessor Tax ID# [REDACTED] OR6485ZZ

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

whose address is 111 SW Columbia, Suite 1380  
Portland, OR 97201

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 February 28, 1997 as follows:

Supplemental Lease Agreement (SLA) Number 45 has been prepared to accomplish phone service expansion alterations for the [REDACTED] to the PBX room on level P-1, Robert Duncan Plaza, Portland OR, as described in the attached construction proposal, Job No. F7034, dated February 18, 1997. It is granted and understood that all work was complete on or before March 27, 1997, and that the Lessor waives any restoration in connection herewith. Upon inspection and acceptance by the Government, submit an invoice for lump sum payment not to exceed \$6710.00 to: General Services Administration, Real Estate Services, 1220 SW Third Ave., #1616, Portland OR 97204.

To provide an additional 158 net usable square feet of general purpose type space, for a new net usable total of 318,204 square feet (318,046 + 158) and to increase annual rent accordingly.

Continued on the attached pages 2 through 4, attached to and made a part of this Supplemental Lease Agreement No. 45.

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

IN WITNESS WHEREOF, the parties subscribed their names  
LESSOR Marzer Venture, Mark Group Partnership No. [REDACTED]

BY [REDACTED]  
[REDACTED]  
IN PR [REDACTED]  
(Signature)

[REDACTED]  
[REDACTED]  
[REDACTED]

(Address)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NO. 45 TO GSA LEASE GS-10B-05541.  
CONTINUATION PAGE 2 IS ATTACHED AND MADE A PART THEREOF.

Paragraph 1 of the Lease, as amended by SLA's No. 15, No. 21, No. 23, and No. 25, is deleted and replaced by the following:

"1. The Lessor hereby leases to the Government the following described premises:  
318,204 net usable square feet of office and general purpose type space in the Robert Duncan Plaza, 333 SW First Avenue. Lessor and Lessee hereby mutually agree, that the space (the "Premises") is shown shaded on the fourteen floor plans attached to SLA 15 as "Exhibit A - SLA 15", and sheet attached to SLA 23 as "Exhibit A - SLA 23", and sheet attached to SLA 25 as "Exhibit A - SLA 25", and sheet attached hereto as "Exhibit A - SLA 45", situated on floors P-1, P-2, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, for a total of 14 sheets, 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 revocable 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 SLA No. 15, No. 16, No. 23, No. 24, and No. 25, is deleted and replaced by the following:

"9. The Government shall pay the Lessor annual rent of \$5,863,228.35 (318,204 nusf x \$18.4260045/nusf) in monthly installments of \$488,602.36 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 the 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 SLA No. 23, is deleted and replaced by the following:

"10. The annual rent will be increased by \$1.40 per square foot which is equal to \$445,485.60 per year during years 11 through 20 of the Lease, and this increase will be paid in monthly installments of \$37,123.80. This rental increase during the last ten years of the Lease will be in addition to all operating cost escalation and real estate tax escalations as specified in Paragraph 11 (from the start of the Lease, using the original base and tax base year)."

Paragraph 11 of the Lease, as amended in SLA No. 15 and No. 25, is deleted and replaced by the following:

"11. A. OPERATING COST

For purposes of the operating cost escalation in Paragraph 23 of SFO MOR80334 (page 8 of 33 pages) and the agreed upon P-2 rent increase, Lessor and the Government agree that the Base Rate for operating cost adjustment is **\$1,710,800.12** ( $1,916sf + 158sf = 2074sf \times \$5.38 = \$11,158.12 + \$1,699,642.00 = \$1,710,800.12$ ). The Base is derived from GSA Form 1217, negotiated rates for above standard services (\$1,699,642.00, SLA No. 15) plus 1,916 square feet (increases from SLA Nos. 15 and 25), and 158 square feet (this SLA No. 45) 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.

11.B. TAX ADJUSTMENT

For purposes of Tax Adjustment as outlined in Paragraph 22 of SFO MOR80344 (page 7 of 33 pages), the Lessor and Lessee mutually agree that the Government's share of the tax increase is 97.11% ( $318,204/327,659$ ) or the ratio of the net usable square feet occupied by the Government to the total net usable square feet in the building is .9711."