

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT DATE SEP 22 1994
NO. 25 July 22, 1994
TO LEASE NO.
GS-10B-05541

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

THIS AGREEMENT, made and entered into this date by and between
Marzer Venture
whose address is 111 S. W. Columbia, Suite 1380
Portland, OR 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 September 27, 1993, as follows:

To provide an additional 1,596 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 Agreements No. 15 and No. 23, is deleted and replaced by the following:

1. The Lessor hereby leases to the Government 318,046 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 25

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

Melvin Mark, Jr., General Partner

IN PRESENCE OF

(Signature)

By: Schnitzer Investment Corp.

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

(Address)

UNITED STATES OF AMERICA

BY

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

**SUPPLEMENTAL LEASE AGREEMENT NO. 25 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 to Supplemental Lease Agreement No. 23 as "Exhibit A - SLA 23" and attached hereto as "Exhibit A - SLA 25," 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, No. 16, No. 23 and No. 24, is deleted and replaced by the following:

"9. The Government shall pay the Lessor annual rent of \$5,668,835.12 in monthly installments of \$472,402.92 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 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 \$1,709,950.08. The base is derived from GSA Form 1217, negotiated rates for above standard services (\$1,699,642.00 SLA No. 15) plus 320 square feet and 1,596 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.

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Lessor/Government

**SUPPLEMENTAL LEASE AGREEMENT NO. 25 TO GSA LEASE. GS-10B-05541
CONTINUATION PAGE NO. 3 IS ATTACHED AND MADE A PART THEREOF**

B. TAX ADJUSTMENT

For purposes of Tax Adjustment as outlined in Paragraph 22 of SFO MOR 80344 (33 pages), the Lessor and Lessee mutually agree that the Government's share of the tax increase is 97.07% (318,046/327,659) or the ratio of the net usable square feet occupied by the Government to the total net usable square feet in the building is .9707."

"18. The Lessor shall provide, and install the following items at the Lessor's sole expense:

- 1) 10' x 10' stage with mouse holes as shown on Exhibit B-SLA 25;
- 2) Loft design 2 as shown on Exhibit C-SLA 25;
- 3) Shear lock linked electronically to the fire alarm system (to be maintained by Lessor);
- 4) All cabinetry as shown in the daycare expansion area on Exhibit "D-SLA 25."

"19. The carpet for the daycare expansion shall be installed at the Lessor's expense and provided from the government's stock of carpet stored at Robert Duncan Plaza."

"20. The Government acknowledges that the restrooms as shown on the Exhibit D - SLA 25 dated June 30, 1993 satisfy all federal handicap requirements for the entire daycare center."

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