

**GENERAL SERVICES ADMINISTRATION**  
**PUBLIC BUILDINGS SERVICE**  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
NO. 76

DATE  
06/26/2002

TO LEASE NO.  
GS-10B-05541

ADDRESS OF PREMISES ROBERT DUNCAN PLAZA  
333 SW First Ave.  
Portland, OR 97204

THIS AGREEMENT, made and entered into this date by and between **MARZER VENTURE**

whose address is 111 SW Columbia, Suite 1380  
Portland, OR 97204

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution, as follows:

At the request of the Government, this Supplemental Lease Agreement provides for changes in the definition of the premises (defined in Paragraph 1 of the Lease) so as to include the P-1 Parking Level, the amount of rent (as established by Paragraph 9 of the Lease), and for certain parking operations services to be provided by the Lessor (pursuant to a new Paragraph 19 to be added to the Lease).

This SLA No. 76 is continued on the attached pages 2 and 3, attached to and made a part of this SLA No. 76.

Except as modified by this SLA 76, 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

RP.

BY

[Redacted Signature] Melvin Mark, Jr., (Signature) General Partner

Barry Rosen, V.P. Finance (Signature)

IN P

[Redacted Signature]

111 SW Columbia, Suite 1380  
Portland, OR 97201  
(Address)

U

B

[Redacted Signature]

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

CONTINUATION PAGE 2 IS ATTACHED AND MADE A PART THEREOF:

1. Paragraph 1 of the Lease, as amended by SLA's No. 15, No. 21, No. 23, No. 25, No. 45, and No. 59 is amended by the following:

Effective October 1, 2002 the Premises also includes the entire P-1 Parking Level.

2. Paragraph 9 of the Lease, as amended in SLA No. 15, No. 16, No. 23, No. 24, No. 25, No. 45, and No. 59 is amended by the following:

Effective October 1, 2002, the Government will be provided exclusive use of and agrees to pay rent for Parking Level P-1 in the amount of \$399,500 per year in monthly installments of \$33,292 per month. Lessor will collect monthly parking revenues for the benefit of the Government, and the parties have estimated these to be \$17,568 per month (\$210,816 per year). Accordingly, the amount payable each month as rent by the Government is \$15,724 (\$33,292 minus \$17,568), and Lessor is entitled to retain \$17,568 of parking revenue per month.

If the P-1 operating expenses exceed \$51,000 per year, the Government will annually pay the excess to Lessor. If parking revenues retained by Lessor are less than \$210,816 per year, the Government will annually pay the deficit to Lessor. If parking revenues retained by Lessor exceed \$210,816, Lessor will annually credit the excess to the Government.

The rent applicable to the P-1 Parking Level will be increased each October 1 (\$399,500.00 at October 1<sup>st</sup>, 2002) by multiplying the monthly rent applicable to the P-1 Parking Level as of the immediately preceding October 1 by 1.05 (which equates to a 5% annual increase). The first allowable increase is October 1, 2003.

3. A new Paragraph 19 is added to the Lease as follows:

"19. At the request of the Government, Lessor has agreed to provide certain parking services and garage maintenance and repairs. This provision is non-cancelable by either party. Lessor agrees to provide a parking attendant at the parking booth at the entrance to the garage during all days and hours directed by the Government. The Government agrees to reimburse Lessor monthly for Lessor's actual cost of providing the parking services and maintenance and any payments that discharge any expenses, costs, liabilities or obligations incurred referred to above.

CONTINUATION PAGE 3 IS ATTACHED AND MADE A PART THEREOF

To the extent the Government allows monthly parking on the P-1 Parking Level by third parties, the Government and Lessor agree as follows: the Government will give Lessor written notice of those persons authorized to purchase monthly parking and establish the parking rate; Lessor will provide such authorized parties with entry card keys (at the Government's expense); will program the entry card key system to allow access only to those authorized by the Government to park on the P-1 Parking Level (at the Government's expense); will use reasonable efforts to collect the Government-established monthly parking fee and will offset fees collected against the amount owed to Lessor by the Government, pursuant to the first above sub-paragraph and the charges referred to in this sub-paragraph.

The Government will give its best efforts to allow retail tenants and employees of the day care center to purchase monthly parking in the Robert Duncan Plaza garage.

The Government reserves the right to request at any time that the Lessor increases the parking rate charged to tenant agency employees and other approved (by the Government) parkers, to be effective on the first of the month following the written request. Thirty days' notice should be provided to those holding parking permits if at all practicable.

The Government has the right to allow special event parking (managed by the Lessor) on weekends and holidays to allow an increase in revenue generated by the parking facility. Such revenue increases will serve to reduce the amount the Government would owe the Lessor at the annual reconciliation.

Lessor's management staff shall be entitled to up to 10 entry card keys allowing access to the P-1 Parking Level and shall be authorized to park on the P-1 Parking Level when at the building, all at no cost to Lessor.