

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

SUPPLEMENTAL AGREEMENT  
NO. 78

DATE  
09/23/02

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 (SLA) No. 78 provides for changes in the Alteration Work (as that term is defined in Paragraph 18 of the Lease, pursuant to SLA No. 59 & SLA No. 69, paragraph 5) and for a commensurate change in rent.

This SLA No. 78 is continued on the attached pages labeled as Exhibits SLA 78A & SLA 78B, attached to and made a part of this SLA No. 78.

Except as modified by this SLA 78, 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   
Melvin Mark, Jr., (Signature) General Partner

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

  
CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

GSA Form 276 (Jul. 67)

SUPPLEMENTAL LEASE ATTACHMENT NO. 78 TO GSA LEASE GS-10B-05541

CONTINUATION PAGE 2 IS ATTACHED AND MADE A PART THEREOF:

Paragraph 18 of the Lease (added pursuant to SLA No. 59 and modified by SLA 69) is revised as follows:

1. The Alteration Work, as defined by Paragraph 18, is modified based on the deletions, additions, and changes set forth on attached Exhibit A-SLA 69.
2. The Cost of the Alteration Work, as defined by Paragraph 18, is changed from \$6,559,086 to \$6,329,047.
3. The reduced Cost of the Alteration Work referred to in paragraph 2 above compared to SLA 69 (\$230,039) shall be reflected in a rent adjustment.
  - 3.1 The rent figure of \$48,989.50 is changed to \$45,952.74.
  - 3.2 In addition to the rent, the government agrees to pay the monthly cost of increased services, maintenance, and power usage in excess of that which was originally contemplated by the Lease, which is agreed to be \$4,339.33 (utilities) plus \$1,923.56 (maintenance) as described in attached Exhibit SLA 78A.
  - 3.3 Tenant has paid excess amortization for the first 12 months of the schedule contemplated in SLA 69. The attached schedule SLA 78B recaps the excess amortization paid, and restates the remaining amount to be amortized (\$3,263,993.55) (after applying \$2,580.29 extra towards the original principal for 12 monthly payments.) at 10% for 9 years. The repayment of this excess amortization is reflected in the revised rent in Paragraph 3.1 above.

Paragraph 4 of Supplemental Lease Agreement NO. 59 to GSA Lease 10B-05541 is revised as follows:

“11.A, OPERATING COST

For purposes of the operating cost escalation in Paragraph 23 of SFO MOR 80334 (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 changed from \$1,727,752.50 to \$1,802,907.18. The Base is derived from SLA 59.Paragraph 4 and SLA 78 paragraph 3.2 above  $(\$4,339.33+1,923.56)\times 12= \$75,154.68+\$1,727,752.50 = \$1,802,907.18$ . Lessor and the Government agree that the anniversary date for escalation shall continue annually on September 18.”