

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 21

DATE  
8/17/93

TO LEASE NO.  
GS-10B-05541

ADDRESS OF PREMISES

Robert Duncan Plaza 333 S.W. First Ave. Portlan

*Cancelled and  
Superseded by  
SLA 25*

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

Marzer Venture

whose address is  
111 S.W. Columbia  
Portland, OR 97201

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

*Attachments pulled + reused*

WHEREAS, the parties hereto desire to amend the above Lease, as supplemented by

Supplemental Lease Agreements No. 1 through No. 20

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 17, 1993, as follows:

to provide an additional 1,596 net usable square feet of general purposes type space known as Block "B" with termination date co-terminus with Block "A" and to increase annual rent accordingly.

Paragraphs 18, 19 and 20 are incorporated into the Lease.

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 the following described premises totalling 317,726 net usable square feet:

Block "A": Approximately 316,130 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 PAGES 2 THROUGH 4, ATTACHED TO AND MADE A PART OF THIS SUPPLEMENTAL LEASE AGREEMENT NUMBER 21

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

Partnership No. 4

Corp.

BY

IN

Roger Neu, Vice President  
111 S.W. Columbia St., Portland, OR

(Address)

UNIT

BY

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION

(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NO. 21 TO GSA LEASE NO. GS-10B-05541  
CONTINUATION PAGE NO. 2 IS ATTACHED TO AND MADE A PART THEREOF

attached hereto as Exhibit A - SLA 15 and situated on floors P-2, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and that the GSA net usable space shown on Exhibit A - SLA 15 has been calculated in accordance with Paragraph 24 of SFO MOR80344.

Block "A" 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 the attached 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.

Block "B": Approximately 1,596 net usable square feet of general purpose type space in the Robert Duncan Plaza. Lessor and Lessee hereby mutually agree, (the "Premises") is shown outlined on Exhibit "A - SLA 21" (dated 7/23/93) attached hereto and that the GSA net usable space shown on Exhibit A - SLA 21 has been calculated in accordance with Paragraph 24 of SFO MOR80344.

Paragraph 2 of the Lease is revised as follows and supercedes the adjustments to Paragraph 2 of the Lease in Supplemental Lease Agreement No. 1, Supplemental Lease Agreement No. 5, and Supplemental Lease Agreement No. 7:

Block "A": TO HAVE AND TO HOLD the said premises with their appurtenances for a term of exactly 20 years beginning on September 18, 1991 through September 17, 2011. The rental for the first ten years of the Lease will be as specified in Paragraph 9 of the lease agreement. The rental for the last ten years of the Lease will be as specified in Paragraph 10 of the lease agreement, with references to the first five year period meaning years 11 through 15 and references to the second five year period meaning years 16 through 20, and provided that the options to renew specified in such paragraph 10 are no longer part of this Lease.

Block "B": For a term of approximately 18 years beginning on the day the Government certifies the space as complete and ready for occupancy through September 17, 2011.

9/27/93

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

"9. The Government shall pay the Lessor annual rent as follows:

INITIALS

221. M  
LESSOR

[Signature]  
GOVERNMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 21 TO GSA LEASE NO. GS-10B-05541  
CONTINUATION PAGE NO. 3 IS ATTACHED TO AND MADE A PART THEREOF

Block "A": During the first ten years of the Lease, the Government shall pay the Lessor annual rent of \$5,583,671.89 in monthly installments of \$465,305.99 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 the attached Exhibit D - SLA 15 (4 sheets) and above standard janitorial service for the daycare center and paper supplies for 35 GSA towel dispensers.

Block "B": During the period from September 18, 1993 through September 17, 2001, annual rent shall be \$34,485.12 at the rate of \$2,873.76 monthly 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. The rent includes above standard janitorial services for the [REDACTED] and paper supplies for 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:

Block "A": The annual rent will be increased by \$1.40/square foot/year which is equal to \$442,582.00 per year during years 11 through 20 of the Lease and this increase will be paid monthly in installments of \$36,881.83. 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 expense base and tax base year)."

Block "B": The annual rent will be increased by \$1.40/square foot/year which is equal to \$2,234.40 per year during years 11 through 20 of the Lease and this increase will be paid monthly in installments of \$186.20. 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 expense base and tax base year)."

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

INITIALS

MM 22.  
LESSOR

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GOVERNMENT

"11.

A. OPERATING COSTS

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 costs adjustment is \$1,708,228.48. The base is derived from GSA Form 1217, negotiated rates for above standard services (\$1,699,642.00 SLA No. 15) 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 for both blocks of space.

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 96.97% (317,726/327,659) or the ratio of the net usable square feet occupied by the Government to the total net usable square feet in the building is .9697.

"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 21;
- 2) Loft design 2 as shown on Exhibit C - SLA 21;
- 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 21."

"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 21 dated June 30, 1993 satisfy all federal handicap requirements for the entire [REDACTED]."

INITIALS

          M.V. 221.            
LESSOR

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GOVERNMENT