

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 115	DATE <i>March 26, 2009</i>
	TO LEASE NO. LOR05541	BLDG NO OR6485

ADDRESS OF PREMISES: Robert Duncan Plaza
 333 SW First Avenue
 Portland, OR 97204-3440

THIS AGREEMENT, made and entered into this date by and between: Rubicon GSA II Duncan Plaza Portland, LLC whose address is 311 S. Wacker Dr Ste 1725, Chicago, Illinois 60606, 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 October 1, 2008 as follows:

This Supplemental Lease Agreement (SLA) No. 115 provides for the increase of the annual rent for the 123 parking spaces on the P-1 parking level and establishes the Lessor owed credit from October 2007 through September 2008.

Paragraph 3 is deleted in its' entirety and replaced with the following: Paragraph 3: The Government shall pay the Lessor annual rent of SEE PARAGRAPH #9. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Rubicon GSA II Duncan Plaza Portland, LLC, 311 S. Wacker Dr, STE 1725, Chicago, Illinois, 60606.

SLA #114 increased the annual parking by 5% to a total of \$509,874.42 per annum in accordance with the provisions of SLA#76. Commencing FY09 (October 1, 2008) the rent for current annual parking in the amount of \$509,874.42 is increased by 5% to a new total of \$535,368.14. Annual rent is thereby increased by \$25,493.72.

Paragraph 9 of the Lease is amended by the following: Annual rent as of October 1, 2008 is increased to \$8,123,241.53 per annum or \$676,936.79 per month, payable in arrears. Pursuant to the schedule below:

October, 2007 – September, 2008 – annual parking income \$157,223.35 – (210,816)*= (\$53,592.65) offset by daily receipts of \$70,889.30 = \$17,296.65 due the Government.

Paragraph 9 as amended per SLA#76 states "If the P-1 operating expenses exceed \$51,000 per year, the Government will annually pay the excess to the Lessor." Operating expenses for the period October, 2007 through September, 2008 were \$59,391.25 for an excess amount to be paid to the lessor of \$8,391.25.

This results in a credit due the Government as follows: \$17,296.65 -- \$8,391.25 = \$8,905.40.

*\$210,816 is the guaranteed parking income that is used to offset the credit as established by SLA#76.

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.

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 BY

Patrick

Authorized Signatory
(Title)

311 S. Wacker Dr., #1725
Chicago, IL 60606
(Address)

W. SAUNDERS

CONTRACTING OFFICER
 GENERAL SERVICES ADMINISTRATION
 (Official Title)