

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 125	TO LEASE NO. GS-10B-05541	DATE JAN 12 2011	PAGE 1
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ADDRESS OF PREMISES
Robert Duncan Plaza, 333 SW First Avenue, Portland, Oregon 97204-3440 Building No. OR6485

THIS AGREEMENT, made and entered into this date by and between RUBICON GSA II DUNCAN PLAZA PORTLAND, LLC whose address is ~~311 S. WACKER DRIVE SUITE 1725 CHICAGO, IL 60606~~ ^(SF) 39 S La Salle St ^(SF) Suite 1010 Chicago, IL 60603-1725

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

WHEREAS, the parties hereto desire to amend the above Lease for the tenant improvements. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution of this Supplemental Lease Agreement (SLA) by the Government, as follows:

This Supplemental Lease Agreement No. 125 is executed to document the final reconciliation and completion of tenant improvements for the [redacted] who occupies 5,199 ANSI/BOMA Office Area (ABOA) space on the fourth floor of the Leased Premises. At the Government's request, the Lessor built-out the space in accordance with the construction agreement under SLA No.122 and the design prepared under SLA No. 120.

We issued two Notice to Proceed letters dated September 28 and 29, 2010, adding additional funds to the project for change orders 6, 7, and 8 as follows:

Change Order 6	-	\$2,879.80
Change Order 7	-	\$4,057.13
Change Order 8	-	\$907.50
Total		\$7,844.43

The total funding available for Tenant Improvements was \$286,725.83 (SLA 122) + \$7,844.43 (Funded Change Orders) = \$294,570.26 In addition, SLA 120 funded \$11,110.50 for architectural services for a total of \$305,680.76 available for this project per PS00016927.

Lessor has billed for the tenant improvements noted above with the following invoices and payments have been made:: 1) Invoice dated 09/21/10 - \$258,153.25; 2) invoice dated 10/14/10 - \$11,110.50; and 3) invoice date d 10/14/10 - \$28,573.85 for a total of \$297,837.60. Therefore, funds in the amount of \$7,843.16 are no longer available for this project.

Lessor hereby waives restoration as a result of all tenant improvements.

The requirements in the SLAs for this work for reporting in accordance with the American Recovery and Reinvestment Act (ARRA) of 2009 are applicable to all funds received for this work.

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE [redacted]	NAME OF SIGNER Sam Fuchs, Authorized Signatory
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ADDRESS 39 S La Salle St, Suite 1010, Chicago, IL 60603

IN PRESENCE OF

SIGNATURE [redacted]	NAME OF SIGNER Clare Armbruster
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ADDRESS Chicago, IL 60603

UNITED STATES OF AMERICA

SIGNATURE [redacted]	NAME OF SIGNER LINDSEY D. SNOW OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER
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