

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT  
NO. 129

DATE SEP 20 2011

**AMENDMENT TO THE LEASE**

TO LEASE NUMBER

PAGE NUMBER

GS-10B-05541

1 of 2

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 39 S. La Salle St. STE 1010  
Chicago, IL 60603-1725

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 considerations hereinafter mentioned covenant and agree that the  
said Lease is amended, effective September 17, 2011, as follows:

Commencing for the period starting September 18, 2011, Supplemental Lease Agreement No. 129 has been  
prepared to establish the square footage and the percentage of occupancy for tax adjustment purposes  
pursuant to Solicitation for Offers Paragraph 22 of the lease based on a re-measurement of the Government  
leased space, and to clarify the base operating costs amount and month and year.

To accomplish the above, Paragraphs 1 and 11.A and 11.B of the lease are hereby deleted in their entirety  
and replaced below :

Paragraph 1: The Lessor hereby leases to the Government the following described premises:

354,594 rentable square feet (RSF), 318,025 ANSI/BOMA office area (ABOA) square feet of office and  
general purpose type space located at 333 SW First Avenue, Portland, OR 97204-3440 (as shown on Exhibit  
A, hereby attached to and incorporated in the lease) along with 105 structured parking spaces located on the  
P2 level and 123 parking spaces located on the P1 level. The Government acknowledges as per SLA NO. 59  
the city-approved parking layout and requirements. The Government acknowledges that the portion of the P-2  
level that is situated under the sidewalk is subject to a revocable permit in favor of the City of Portland and  
that the Government shall be responsible for compliance with all City of Portland requirements.

(continued on page 2 of 2)

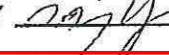
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Rubicon GSA II Duncan Plaza Portland, LLC

Rubicon US REIT Inc, Manager

B. Jeremy Kaufman

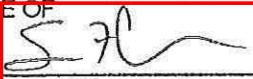
BY



(Signature)

Includes Attachment A

IN PRESENCE OF



(Signature)

Authorized Signatory

(Title)

39 S. La Salle St, Ste #1010  
Chicago, IL 60603-1725

(Address)

UNITED STATES OF AMERICA

BY



(Name/Signature)

LINDSEY D. SNOW  
CONTRACTING OFFICER

CONTRACTING OFFICER

FEDERAL SERVICES ADMINISTRATION

(Official Title)

Paragraph 11.A: For the purposes of Operating Costs Adjustments as outlined in Paragraph 23 of the Lease, the base rate for operating costs adjustments is \$1,767,440.45 (which based upon 354,594 rentable square feet is \$4.98 per rentable square foot). The base month and year for operating costs adjustments shall remain August 1991.

Paragraph 11.B: TAX ADJUSTMENT

For the purpose of Tax Adjustments as outlined in Paragraph 22 of the Lease, the Government's Percentage of Occupancy for tax adjustment purposes is hereby established at 98.132517% (354,594 RSF of Government leased space divided by 361,342 RSF for the entire building). All prior references to the percentage of occupancy in prior SLAs are hereby deleted in their entirety for the period beginning September 18, 2011. (The Government's share of the tax increase is 98.132517% (318,025/324,077) (the ratio of the ABOA square feet leased by the Government to the total ABOA square feet in the building). The tax base amount of \$616,885.24 shall remain unchanged.

All other terms and conditions of the lease shall remain in full force and effect.

Government RS / Lessor JK