

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
AMENDEMENT TO THE LEASE**

SUPPLEMENTAL AGREEMENT
NO. 130

DATE SEP 20 2011

TO LEASE NUMBER
GS-10B-05541

PAGE NUMBER
1 of 3

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:

Supplemental Lease Agreement No. 130 has been prepared to reduce the square footage of the leased space
by 33,775/RSF, 30,291/ABOA, reduce the number of parking spaces in the lease by 14 spaces, extend the
lease for a (5) five year firm term, include partial termination language, increase the rental rate, and clarify the
base operating cost amount, month, and year for operating costs adjustment purposes, and the percentage of
occupancy for tax adjustment purposes.

Commencing September 18, 2011 with this SLA, Paragraphs 1, 2, 9, 11.A and 11.B of the lease are hereby
deleted in their entirety and replaced below and Paragraph 4 is hereby added to the lease.

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

Commencing September 18, 2011 with this SLA, 320,819 Rentable Square Feet (RSF), yielding 287,734
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 set forth on Exhibit A (13 pages), hereby attached to and
incorporated in the Lease, along with 91 structured parking spaces located on the P2 parking level and 123
spaces located on the P1 parking level.

(Paragraph 1 continued on page 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

IN PRESENCE

(Signature)

Includes Attachment A

(Signature)

Authorized Signatory

(Title)

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

(Address)

UNITED STATES OF AMERICA

BY

INDSEY D. SNOW

CONTRACTING OFFICER

(Signature)

CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION

(Official Title)

Paragraph 1 (continued):

The rented space is divided as follows:

BLOCK	RSF	ABOA
A	116,253	104,264
B	204,566	183,470
TOTAL	320,819	287,734

PARKING	NO. OF SPACES
P1 PARKING	123
P2 PARKING	91

Paragraph 2: TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 18, 1991 through September 17, 2016 subject to the termination rights hereinafter set forth.

Paragraph 4: TERMINATION RIGHTS

- A. The Government may terminate one time in whole or in part up to 204,566 RSF, 183,470 ABOA square feet of Block B leased space (Block B leased space is set forth on page 1 of Exhibit A attached) after September 17, 2013 by giving the Lessor at least 365 days advance notice in writing. Said notice shall be computed commencing with the day after the date of sending to the Lessor by Federal Express next day delivery, and with a copy by email to the Lessor. No rental on the terminated space shall accrue after the effective date of termination subject to the Government having vacated the entire space for which proper notice was given. The Government does not have the right to vacate less than the entirety of the terminated space.
- B. Notwithstanding the above "in whole or in part" language, for Block B leased space on floors 1 through 7 and the P2 parking level (not including the parking spaces) the Government may only terminate the full Block B square footage amount on a floor as set forth under Block B on page 1 of Exhibit A, unless the Lessor agrees otherwise in writing. If the Government terminates the full 204,566 RSF it shall also give back to the Lessor 51 parking spaces located on the P2 parking level. All such parking spaces shall be contiguous unless the Lessor agrees otherwise in writing.

If the Government terminates less than the full Block B 204,566 RSF, it shall give back to the Lessor parking spaces on the P2 parking level proportionate to the terminated RSF, rounded to the nearest number. (For example, if the Government terminates 180,000 RSF, then it shall give back to the Lessor 45 spaces on the P2 parking level (180,000 RSF divided by 204,566 RSF = 87.99% X 51 = 45 spaces). All such parking space shall be contiguous unless the Lessor agrees otherwise in writing.

- C. For the P1 parking, the previous payment formulas used under the Lease (as described in SLA 76 and last adjusted in SLA #126), including the \$210,816.00 guarantee by the Government, shall remain in place through September 17, 2013. Commencing September 18, 2013, the Government shall relinquish all P-1 parking spaces and related rights to the P-1 parking garage to the Lessor, and the previous payment formulas used under the Lease, including the \$210,816.00 guarantee by the Government, shall no longer apply. Further, Paragraph 19 and all other language in the Lease pertaining to the P1 parking shall not apply. No reduction shall be made to the rental paid the Lessor because of the relinquishment of the P1 parking and related rights.
- D. During the Lease term, the Lessor may relocate the Government Block A leased space on any of the 1st, 2nd, 4th, and P-1 and P-2 floors, if it so desires, with at least 2 months advance notice in writing to the Government and the Government's consent which shall not be unreasonably withheld and at the Lessor's cost.

Paragraph 9:

- A. Commencing September 18, 2011 with this SLA, the Government shall pay the Lessor annual rent of \$10,647,400.00 (\$887,283.33 per month). Rent shall be paid monthly, in arrears.

The Government shall pay the Lessor annual rent as set forth in the table below:

(Paragraph 9 continued on page 3)

Government RS /Lessor JK

Paragraph 9 (continued):

Block	Effective Period	RSF	Annual Rate/RSF	Shell Rent	Operating Costs ²	Annual Rent
A	9/18/2011 – 9/17/2016	116,253	\$30.00	\$2,799,372.24	\$688,217.76	\$3,487,590.00
B	9/18/2011 – 9/17/2016	204,566	\$35.00	\$5,948,779.28	\$1,211,030.72	\$7,159,810.00 ¹
TOTAL		320,819		\$8,748,151.52	\$1,899,248.48	\$10,647,400.00

¹Subject to termination rights pursuant to Paragraph 4.

²Operating cost adjustments shall continue to apply and accrue throughout the lease term.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Rubicon GSA II Duncan Plaza Portland, LLC
 39 S. La Salle St. STE 1010
 Chicago, IL 60603-1725

B. If the Government terminates Block B leased space in accordance with Paragraph 4, the rent shall be reduced at a rate of \$35.00 per RSF for the amount of terminated space. No other reductions or credits of any kind shall be due to the Government with respect to the termination, except that Paragraph 11.A and 11.B of the lease shall be adjusted after the termination for the change in rentable square footage, as set forth below.

Paragraph 11.A: Commencing September 18, 2011 with this SLA, for the purpose of Operating Costs Adjustments as set forth in Paragraph 23 of the SFO to the Lease, the base operating cost is established at \$1,899,248.48, per annum, which equals \$5.92 per RSF for the Government leased space.

The new base date for operating costs adjustments is established as September 18, 2011.

Paragraph 11.B: TAX ADJUSTMENT

Commencing September 18, 2011 with this SLA, for the purpose of Tax Adjustments as set forth in Paragraph 22 of the SFO to the Lease, the Government's Percentage of Occupancy is hereby established at 88.785417% (320,819 RSF of Government leased space under this lease divided by 361,342 RSF for the entire building).

Commencing September 18, 2011 with this SLA, the tax base for this Lease equals ~~\$777,340.99~~ ^{777,300.81} (88.785417% of \$875,482.53 (based upon the 2010 taxes)) and shall remain constant throughout the term of the Lease; except that if all or a portion of the Block B leased space is terminated in accordance with Paragraph 4, the tax base amount shall be adjusted for the change in RSF leased. The new tax base year is established as 2010. The next tax adjustment due is for the 2011 taxes. All prior references to the percentage of occupancy in prior SLAs are hereby deleted in their entirety commencing for the period starting September 18, 2011 with this SLA.

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

Government JK /Lessor JK