

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 134
	TO LEASE NO. GS-10B-05541      BLDG NO. OR6485
ADDRESS OF PREMISES Robert Duncan Plaza 333 SW 1 <sup>st</sup> Ave Portland, OR 97204-3440	PDN Number: N/A

**THIS AGREEMENT**, made and entered into this date by and between RUBICON GSA II DUNCAN PLAZA PORTLAND, LLC whose address is: 30 W Monroe St., Suite 1700, Chicago, IL 60603-2417 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, 2012 as follows:

This Lease Amendment No. 134 establishes that the Lessor is owed a lump sum payment for the 123 parking spaces on the P-1 parking level for the period of October 1, 2011 – September 30, 2012 as detailed in Exhibit A of this LA.

**Annual Parking Increase:**

SLA #133 increased the annual parking rent by 5% from \$619,755.55 to a new total of \$650,743.33 per annum in accordance with the parking rent increase provision of SLA #76.

Pursuant to the other provisions of SLA #76, the following schedule is provided below:

**Parking Income Adjustment:**

October 2011 – September 2012 annual parking income equaled \$195,478.76 - \$210,816.00\* = \$15,337.24 owed to the Lessor.


\*\$210,816 is guaranteed parking income that is used to offset the credit as originally established by SLA #76 and re-established in SLA #130.

(continued on Page 2)



This Lease Amendment contains 2 pages and Exhibit A.

All other terms and conditions of the lease shall remain in full force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

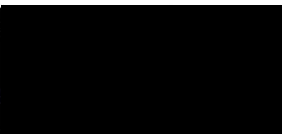
**FOR THE LESSOR:**

Signature:   
Name: Sam Fuchs  
Title: Authorized Signatory  
Entity Name: Rubicon US REIT, Inc., Manager, on behalf of  
Date: 11/20/12 Rubicon GSA II Duncan Plaza Portland, LLC

**FOR THE GOVERNMENT:**

Signature:  **MURPHY D. SNOW**  
Name:  **CONTRACTING OFFICER**  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: NOV 30 2012

**WITNESSED BY**

Signature:   
Name: Rob Saunders  
Title: CFO  
Date: 11/20/12

**Operating Expense Adjustment:**

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 2011 – September 2012 were \$60,337.12 for an excess owed to the Lessor of \$9,337.12. (see attached Exhibit A).

**Reconciliation:**

The Lessor is owed a lump sum payment as follows:  $\$15,337.24 + \$9,337.12 = \$24,674.36$ .

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

INITIALS: Sf & RS  
LESSOR GOV'T