

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 137	
	TO LEASE NO. OR6485	GS-10B-05541 BLDG NO. OR6485
ADDRESS OF PREMISES Robert Duncan Plaza 333 SW 1 st 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 to memorialize the relocation of security kiosks from the main lobby to the 10th floor.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 10, 2013 as follows: Paragraph I - SECURITY KIOSK DESIGN AND CONSTRUCTION is hereby added to the Lease.

This Lease Amendment contains 2 pages and Exhibit A (18 pages).

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: 7/30/13 Rubicon GSA II Duncan Plaza Portland, LLC

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: SEP 5 2013

ANDSEY D. SNOW
CONTRACTING OFFICER

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Gil Clark
 Title: Asset Manager
 Date: 7/30/13

Paragraph I: SECURITY KIOSK DESIGN AND CONSTRUCTION

The Government requires that a permanently affixed workstation be designed and constructed on the 10th floor in accordance with the location on the attached drawings. The station shall be fully capable of providing telecom, data, and [REDACTED] as well as [REDACTED]. Existing building camera feeds will need to be relocated to this station. Building network system (separate from the [REDACTED] Production Network) will require a network tap in this area to support the [REDACTED].

In order to support this new location the glass doors currently on the West side of the 10th floor should be relocated across from the new placement of the security desk, to the East of the current entrance to the EOC room. The current wooden door to the EOC room shall be removed and reused on the internal hallway. The EOC room will require a new door/entry wall. The existing door opening shall be enclosed following all requirements for perimeter walls. (See Exhibit A, 18 pages).

In addition, the [REDACTED] currently installed for the [REDACTED] be relocated with the [REDACTED]. The [REDACTED] to the [REDACTED] will be reused for the door leading into the [REDACTED]. All [REDACTED] to be installed in coordination with the Government's existing security control system.

- a. The Lessor shall coordinate the relocation of the Government's [REDACTED] from the [REDACTED] and [REDACTED] space in accordance with Exhibit A, attached hereto. The costs associated with this work shall be borne by the Lessor contingent upon the execution by the Government and the Lessor of a mutually acceptable succeeding lease to commence September 18, 2016. In the event that such a succeeding lease is not executed by the Government and the Lessor by October 31, 2013, the fixed price for the work, in the amount of \$164,260.05 (Exhibit A, pages 1-4), shall be amortized into the shell rent over the period November 18, 2013-September 17, 2016 at an annual interest rate of 8%.
- b. The Demolition Plan (Exhibit A, page 5), provides for those items that will remain, be removed and/or relocated. This includes the removal of existing walls, doors, frames relites, trim and casework, removal and relocation of existing power/data outlets and light switches as required, relocation of the existing fire hose cabinet as well as the security card reader.
- c. The Reflected Ceiling Plan (Exhibit A, page 9) identifies the relocation of light fixtures, and unless otherwise noted on the Plan, all existing light fixtures, switches, sprinkler heads, mechanical louvers and exit signs will remain as is. Additional exit signs will be installed as required.
- d. The Partial Tenth Floor Plan (Exhibit A, page 6), provides for the location of the [REDACTED] in relation to those changes illustrated on preceding plans.
- e. The [REDACTED] Plan (Exhibit A, page 7), provides for a detailed illustration of the [REDACTED] k, including elevations and a layout of the [REDACTED]. Computers will be relocated from the [REDACTED].
- f. The Casework Details Plan (Exhibit A, page 8), provides for a detailed illustration of the required casework, including conduit.
- g. The Security Scope is outlined in Exhibit A, pages 10-18.

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

INITIALS:

LESSOR

&

GOVT