

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 138	
	TO LEASE NO. GS-10B-05541	BLDG NO. OR6485
<b>LEASE AMENDMENT</b>		
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 to modify the square footage of the leased space, to amend the rental payment, to amend the base operating cost amount, and to amend the Government's percentage of occupancy for tax adjustment purposes, and to provide for certain other provisions.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2013 as follows: Paragraphs 1, 4, 9, 11A, and 11B 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.

Commencing September 18, 2011, with SLA No. 130, 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) to SLA No. 130, attached thereto, and hereby incorporated into the Lease by reference, along with 91 structured parking spaces located on the P2 parking level and 123 spaces located on the P1 parking level.

This Lease Amendment contains 4 pages and Exhibit A and B.

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:**

By: Rubicon GSA II Duncan Plaza Portland, LLC  
Rubicon US REIT, Inc. Manager  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: Authorized Signatory  
Date: 8/26/13

**FOR THE GOVERNMENT:**

**LINDSEY D. SNOW**  
**ACTING OFFICER**

Signature: \_\_\_\_\_  
Name: Lindsey D. Snow  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 10PRAB  
Date: SEP 5 2013

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: BARBARA D. FEDORE  
Title: OFFICE MGR  
Date: 8/26/13





Paragraph 9:

A. The Government shall pay the Lessor annual rent as set forth in the table below. The annual rent includes parking costs.<sup>4</sup>

Block	Effective Period	RSF	Annual Rate/RSF	Annual Shell Rent	Annual Operating Costs <sup>1</sup>	Annual Rent <sup>1</sup>
A	9/18/2011 – 9/30/2011	116,253	\$30.00	\$2,799,372.24	\$688,217.76	\$3,487,590.00
B	9/18/2011 – 9/30/2011	204,566	\$35.00	\$5,948,779.28	\$1,211,030.72	\$7,159,810.00
TOTAL		320,819		\$8,748,151.52	\$1,899,248.48	\$10,647,400.00
A	10/1/2011 – 9/17/2012	116,253	\$30.00	\$2,799,372.24	\$688,217.76	\$3,487,590.00
B	10/1/2011 – 9/17/2012	204,566	\$35.14	\$5,978,291.45 <sup>2</sup>	\$1,211,030.72	\$7,189,322.17 <sup>2</sup>
TOTAL	10/1/2011 – 9/17/2012	320,819		\$8,777,663.69 <sup>2</sup>	\$1,899,248.48	\$10,676,912.17 <sup>2</sup>
A	9/18/2012 – 9/30/2012	116,253	\$30.10	\$2,799,372.24	\$699,712.40	\$3,499,084.64 <sup>1</sup>
B	9/18/2012 – 9/30/2012	204,566	\$35.24	\$5,978,291.45 <sup>2</sup>	\$1,231,257.41	\$7,209,548.86 <sup>1,2</sup>
TOTAL	9/18/2012 – 9/30/2012	320,819		\$8,777,663.69 <sup>2</sup>	\$1,930,969.81	\$10,708,633.50 <sup>1,2</sup>
A	10/1/2012 – 9/30/2013	116,253	\$30.10	\$2,799,372.24	\$699,712.40	\$3,499,084.64 <sup>1</sup>
B	10/1/2012 – 9/30/2013	204,566	\$35.39	\$6,009,279.23 <sup>2,3</sup>	\$1,231,257.41	\$7,240,536.64 <sup>1,2,3</sup>
TOTAL	10/1/2012 – 9/30/2013	320,819		\$8,808,651.47 <sup>2,3</sup>	\$1,930,969.81	\$10,739,621.28 <sup>1,2,3</sup>
A	10/1/2013 – 9/17/2016	116,253	\$30.10	\$2,799,372.24	\$699,712.40	\$3,499,084.64 <sup>1</sup>
B	10/1/2013 – 9/17/2016	34,805	\$36.84	\$1,072,629.35 <sup>2,3</sup>	\$209,486.98	\$1,282,116.33 <sup>1,2,3</sup>
TOTAL	10/1/2013 – 9/17/2016	151,058		\$3,872,001.59 <sup>2,3</sup>	\$909,199.38	\$4,781,200.97 <sup>1,2,3</sup>

<sup>1</sup>The annual operating costs rate identified in this table, starting with the period 9/18/2012 – 9/30/2012, includes the 2012 operating costs adjustment, which amounts to an operating costs rate of \$6.018876/RSF. Annual operating costs adjustments shall continue to apply and accrue throughout the lease term. The next operating cost adjustment is due September 18, 2013.

<sup>2</sup>Inclusive of parking escalation effective 10/1/11 as identified in SLA No. 132.

<sup>3</sup>Inclusive of parking escalation due 10/1/12. The annual rent for Block B as of October 1, 2012 is increased by \$30,987.78 (\$619,755.55 X 5%).

<sup>4</sup>Does not include annual P-1 \$210,816.00 guarantee and adjustments or annual P-1 operating expense adjustments pursuant to SLA #76, which are additional through September 30, 2013.

Rent shall be paid monthly, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Rubicon GSA II Duncan Plaza Portland, LLC  
 30 W Monroe St., Suite 1700  
 Chicago, IL 60603-2417

Paragraph 11.A: OPERATING COSTS ADJUSTMENTS

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

The escalation for September 18, 2012 is included in the table above.

Commencing 10/1/13, regarding Operating Costs Adjustments as set forth in Paragraph 23 of the SFO to the Lease, the base operating cost is established as \$894,263.36, per annum, which equals \$5.92 per RSF for the Government leased space.

(Note: The operating cost amounts stated in the table above do not include the next adjustment which is due 9/18/2013. The base month and year for operating costs adjustments remains as September 2011.)

INITIALS:   SF   &   RS    
 LESSOR & GOVT

Paragraph 11.B: TAX ADJUSTMENT

Commencing September 18, 2011, 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). The total tax base year amount for parcels R246060 and 246061 is \$875,482.53 and the base tax amount for this Lease is \$777,300.81 (\$875,482.53 times 88.785417%). The next adjustment due is for the 2012 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.

Commencing 10/1/2013, regarding Tax Adjustments as set forth in Paragraph 22 of the SFO to the Lease, the Government's Percentage of Occupancy is hereby established at 41.8047169% (151,058 RSF of Government leased space under this Lease divided by 361,342 RSF for the entire building). The total tax base year amount for parcels R246060 and 246061 is \$875,482.53 and the base tax amount for the Lease is \$365,992.99 (\$875,482.53 times 41.8047169%).

Certain Garage Provisions:

The following language shall be added to the Lease:

Commencing on 10/1/13, at the Government's expense, the Lessor will provide a single parking attendant for the building's garage from the hours of 6:00 AM - 9:30 AM and 3:00 PM - 6:00 PM. This expense shall be paid outside of the Lease contract from the [redacted] directly to the ownership and this reference is made only to delineate this agreement. The Lessor will invoice [redacted] for reimbursement of the actual expenses incurred for said parking attendant in arrears on a quarterly basis. The Lessor shall have no obligation to continue to provide a parking attendant if [redacted] fails to reimburse the Lessor for the quarterly parking attendant expenses within sixty (60) days of invoicing. The [redacted] and [redacted] will remain in the up (open) position during the hours specified above that the attendant is on duty. The Lessor may also elect to increase the attendant's hours at any time at its sole cost and expense for the additional hours only, in which case the [redacted] may also be left in the up (open) position during all such extended attendant hours.

In conjunction with the above paragraph, the Lessor will assume responsibility for the maintenance, repair, and replacement of the entrance and [redacted] located at the [redacted] and [redacted]. This excludes maintenance, repair, and replacement costs associated with the [redacted] located between the [redacted] levels of the [redacted] which shall continue to be a [redacted] expense. Costs resulting from damage caused to the [redacted] by the actions of an employee or visitor of the [redacted] shall be a [redacted] expense.

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

INITIALS: sf LESSOR & RS GOVT