SUPPLEMENTAL LEASE AGREEMENT SUPPLEMENTAL LEASE AGREEMENT NO. 2 GS-10B-07302 DATE MAY 15 2012 PAGE 1 of 2 ADDRESS OF PREMISES Robert Duncan Plaza, 333 SW First Avenue, Portland, Oregon 97204-3440 OR6485

THIS AGREEMENT, made and entered into this date by and between RUBICON GSA II DUNCAN PLAZA PORTLAND, LLC

whose address is 30 W Monroe Street, 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 order tenant improvements at the Government's expense which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 14, 2012, as follows:

<u>Supplemental Lease Agreement (SLA) No. 2</u> is issued to incorporate alterations for security enhancements, which are a Government expense. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on the attached Exhibit A (4 pages).

<u>Warranty:</u> The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2, GS-10B-07302 with Supplemental Lease Agreements 1 and 2, and GSA Form 3517 General Clauses.

<u>Restoration</u>: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Supplemental Lease Agreement. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

<u>Site Conditions:</u> The Lessor shall maintain worksite conditions in accordance with Supplemental Lease Agreement Number 2 and standard OSHA requirements.

Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

Continued on Page 2

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

	LESSOR	
SIGNATURE	ļ.	AME OF SIGNER
		Sam Fuchs
ADDRESS 30 W N	Monroe Street, Suite 1700, Chicago, IL 60603	
	IN PRESENCE OF	
SIGNATURE	N	AME OF SIGNER
		Clare Armbruster
ADDRESS		
30 W N	Monroe Street, Suite 1700, Chicago, IL 60603	
	UNITED STATES OF AMERICA	
S		ANDREW J. MOHL FFICIAL TITLE OF SIGNED OFFICE

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<u>Payment:</u> The fixed price for these SLA #2 tenant improvements is \$6,225.94 in accordance with Exhibit A (4 pages). Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor the fixed price of \$6,225.94. Reimbursement shall occur within 30 calendar days of the Government's receipt of the Lessor's itemized invoice. The invoice must include:

- Lease number: GS-10B-07302
- Building address: 333 SW First Avenue, Portland, Oregon 97204-3440
- · Payment reference number: PS0022911
- · Lessor name and address as shown on the lease
- · Itemization of the products or services provided

The Lessor must submit invoice documents electronically at www.finance.gsa.gov and inform the Lease Administration Manager of the submittal at Ed.Solbach@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents

GSA Greater Southwest Finance Center Attn: PBS Payments Branch (BCFA) P.O. Box 17181 Fort Worth, TX 76102

Copies

GSA Southern Service Center Attn: Ed Solbach 620 SW Main Street Portland, OR 97205-3037

<u>Notice to Proceed:</u> Upon execution by the Government, this Supplemental Lease Agreement serves as a Notice to Proceed. The Lessor shall complete the alterations within 45 working days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

<u>Schedule:</u> The Lessor shall provide a schedule within 7 working days from receipt of the executed Supplemental Lease Agreement. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven working days.

<u>Change Orders:</u> The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

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

NITIALS:

LESSOR

ASM GOVT