

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 4
	TO LEASE NO. GS-10B-07302 BLDG NO. OR6485ZZ

ADDRESS OF PREMISES
Robert Duncan Plaza, 333 SW First Ave, 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 **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 **December 31, 2012**, as follows:

Lease Amendment (LA) Number **04** has been prepared to establish the Lessor will provide 360 hours of overtime heating, ventilation, and air conditioning (HVAC) service to the Leased Premises at the Governments request at the established overtime lease rate of \$27.50 per hour for the period of October 01, 2012 through September 30, 2013. The order shall not exceed \$ 9,900.00.

Invoices for the above services will be submitted quarterly. Upon approval of the ordered hours by the GSA Contracting Officer, the Government will reimburse the Lessor. Reimbursement will occur within 30 days of the Government's receipt of the Lessor's itemized invoice(s). At the end of the stated performance period the Lessor will indicate final billing.

Failure to submit a proper invoice within 120 days following established quarterly billing frequency shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this lease.

The Lessor must submit invoices electronically to www.finance.gsa.gov and to the Lease Administration Manager at Valerie.connerly@gsa.gov.

The invoice(s) must include:

- Lease number: **GS-10B-07302**
- Invoice Date
- Payment reference number: **PS0025394**.
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.
Continued on Page 2

FOR THE L Signature: _____ Name: <u>Sam Fuchs</u> Title: <u>Authorized Signatory</u> Entity Name: <u>Rubicon US REIT, Inc., Manager, on behalf of</u> Date: <u>2/7/13 Rubicon GSA II Duncan Plaza Portland, LLC</u>	FOR THE Signature: _____ Name: <u>ANDREW J. MOHL</u> Title: <u>Lease Contracting Officer</u> Entity Name: <u>GSA, Public Building Service</u> Date: <u>FEB 12 2013</u>
WITNESSED FOR THE LESSOR BY: Signature: _____ Name: <u>Clare Armbruster</u>	Title: <u>Asset Management Associate</u> Date: <u>2/7/13</u>

LA 04 TO LEASE GS-10B-07302
PAGE 2 OF 2

Continued from page 1

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 Portland Metro Field Office
Attn: Valerie Connerly
620 SW Main St., Suite 108
Portland, OR 97205

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

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

SF / ASM
Lessor Gov't