THIS AGREEMENT, made and entered into this date by and between Rubicon GSA II Duncan Plaza Portland, LLC

whose address is 1650 Tysons Blvd., Suite 950, McLean, Virginia 22102

hereinafter called Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease for the purposes of increasing the annual rent for the 123 parking spaces on the P-1 parking level and establishing the Government owed credit through September 30, 2006.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2006 as follows:

SLA #100 increased annual parking by 5% to a total of $462,471.14 per annum in accordance with the provisions of SLA #76.

Commencing FY 07 (October 1, 2006) the rent for current annual parking in the amount of $462,471.14 is increased by 5% to a new total of $485,594.69. Annual rent is thereby increased by $23,123.55.

Paragraph 9 of the Lease is deleted in its entirety and replaced by the following: Total rent is $7,868,006.40 per annum or $655,667.20 per month, payable in arrears.

Pursuant to the schedule as shown on page 2

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

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the above date.

LESSOR

BY ____________________________

IN PRESENCE OF ____________________________

(Signature)

UNITED STATES OF AMERICA

BY ____________________________

Contracting Officer, General Services Administration

(Official Title)

GSA FORM 276
Government is entitled to a one-time credit of $2,630.06 that reflects reconciliation of parking credits from October 1, 2003 through September 30, 2006 based on the following calculations:

October 1, 2003 - annual parking income $168,799.24 - (210,816)* = ($42,016.76) offset by daily receipts $47,339.25 = $5,322.49 credit due to Gov't

October 1, 2004 - annual parking income $164,217.83 - (210,816) = ($46,598.17) offset by daily receipts $49,686.05 = $3,087.88 credit due to Gov't

October 1, 2005 - annual parking income $155,420.17 - (210,816) = ($55,395.83) offset by daily receipts $59,500.25 = $4,104.42 credit due to Gov't

October 1, 2006 - annual parking income $145,075.23 - (210,816) = ($65,740.07) offset by daily receipts $61,473.51 = $4,267.26 credit due to Lessor

Total credits due 5,322.49 + 3,087.88 + 4,104.42 = $12,514.79 - 4,267.26 = $8,247.53 credit due to Gov't - $5,617.47 (credit rec'd 2003 = $2,630.06 credit due)

*210,816 is the guaranteed parking income that is used to offset the credit as established by SLA 76.