

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 114	DATE 10/8/08
	TO LEASE NO. LOR05541	BLDG NO OR6485

ADDRESS OF PREMISES: Robert Duncan Plaza
 333 SW First Avenue
 Portland, OR 97204-3440

THIS AGREEMENT, made and entered into this date by and between: Rubicon GSA II Duncan Plaza Portland, LLC
 who's address is 1650 Tysons Blvd., Suite 950, McLean, Virginia 22102-4879

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 August 1, 2008 as follows:

This Supplemental Lease Agreement (SLA) No. 114 provides for the increase of the annual rent for the 123 parking spaces on the P-1 parking level and establishes the Lessor owed credit from October 2006 through September 2007.

SLA #108 increased the annual parking by 5% to a total of \$485,594.69 per annum in accordance with the provisions of SLA#76.

Commencing FY08 (October 1, 2007) the rent for current annual parking in the amount of \$485,594.69 is increased by 5% to a new total of \$509,874.42. Annual rent is thereby increased by \$24,279.73.

Paragraph 9 of the Lease is amended by the following: Annual rent as of October 1, 2007 is increased ~~from~~ ^{to} \$7,939,544.82 per annum or \$661,628.74 per month, payable in arrears. Pursuant to the schedule below:

SA
JH

October, 2006 – September, 2007 – annual parking income \$139,795.97 – (210,816)* = (\$71,020.03) offset by daily receipts of \$70,120.45 = (\$899.58) credit due to Lessor.

Paragraph 9 as amended per SLA#76 states "If the P-1 operating expenses exceed \$51,000 per year, the Government will annually pay the excess to the Lessor." Operating expenses for the period October, 2006 through September, 2007 were \$53,901.94 for an excess amount to be paid to the lessor of \$2,901.94.

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

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY

IN P

[Redacted Signature Area]
 Patrick
 Costigan
 (Signature)

Authorized Signatory
 (Title)

[Redacted Signature Area]
 (Signature)

CONTRACTING OFFICER
 GENERAL SERVICES ADMINISTRATION
 (Official Title)