

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 145	
	TO LEASE NO. GS-10B-05541	BLDG NO. OR6485
ADDRESS OF PREMISES Block 300 333 SW 1 st 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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2013 as follows:

This Lease Amendment No. 145 establishes that the Lessor is owed a lump sum payment for the 123 parking spaces on the P-1 parking level for the period of October 1, 2012 – September 30, 2013 as detailed in Exhibit A of this LA.

Annual Parking Increase:

SLA #133 increased the annual parking rent by 5% from \$619,755.55 to a new total of \$650,743.33 per annum in accordance with the parking rent increase provision of SLA #76.

Pursuant to the other provisions of SLA #76, the following schedule is provided below:

Parking Income Adjustment:

October 2012 – September 2013 annual parking income equaled \$191,540.17 - \$210,816.00* = \$19,275.83 owed to the Lessor.

*\$210,816 is guaranteed parking income that is used to offset the credit as originally established by SLA #76 and re-established in SLA #130.

(continued on Page 2)

This Lease Amendment contains 2 pages and Exhibit A.

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:

Rubicon GSA II Duncan Plaza Portland, LLC

Signature: _____
Name: Sam Fuchs
Title: Authorized Signatory
Entity Name: By: Rubicon US REIT, Inc., Manager
Date: 12/24/13

FOR THE GOVERNMENT:

LINDSEY D. SNOW
CONTRACTING OFFICER

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: JAN 7 2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Alan Lagunov
Title: Associate
Date: 12/24/13

Operating Expense Adjustment:

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 2011 – September 2012 were \$57,489.43 for an excess owed to the Lessor of \$6,489.43. (see attached Exhibit A).

Reconciliation:

The Lessor is owed a lump sum payment as follows: \$19,275.83 + \$6,489.43 = \$25,765.26.

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

INITIALS: SC & RS
LESSOR GOVT