

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT (LA)	LEASE AMENDMENT No. 2 TO LEASE NO. GS-10P-LOR07416 BLDG. NO. OR6485
ADDRESS OF PREMISES Block 300 333 SW First Avenue Portland, OR 97204	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between:

whose address is: RUBICON GSA II DUNCAN PLAZA PORTLAND, LLC
 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 increase the operating cost base due to the installation of a Liebert unit in the GDACS space under lease GS-10B-05541.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 18, 2016 as follows: Paragraphs 1.03 A and 1.15 are hereby deleted and replaced below and Paragraph 7.08 is hereby added to the Lease.

This Lease Amendment contains 2 pages.


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 below date.

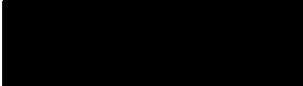
FOR THE LESSOR:

Signature: 
 Name: Sam Fuchs
 Title: Authorized Signatory
 Entity Name: Rubicon US REIT, Inc., Manager, on behalf of
 Date: 4/15/15 Rubicon GSA II Duncan Plaza Portland, LLC

FOR THE GOVERNMENT:

Signature:  **LINDSEY D. SNOW**
 Name: CONTRACTING OFFICER
 Title: Lease Contracting Officer
 Date: MAY 14 2015
GSA, Public Buildings Service

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Jay Patel
 Title: Senior Associate
 Date: 4/15/15

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	9/18/16 - 9/17/31
	ANNUAL RENT
SHELL RENT	\$3,071,420.00
TENANT IMPROVEMENTS RENT ¹	\$ 326,370.00
OPERATING COSTS ²	\$ 955,354.18
BUILDING SPECIFIC AMORTIZED CAPITAL ³	\$ 65,780.00
TOTAL ANNUAL RENT	\$4,418,924.18

¹The Tenant Improvement Allowance of \$2,847,600 is amortized at a rate of 8 percent per annum over 15 years and is subject to adjustment per Paragraph 1.09.

²Subject to annual operating costs adjustments per Paragraph 2.09, which shall accrue and continue to apply throughout the Lease Term.

³Building Specific Amortized Capital (BSAC) of \$569,520 are amortized at a rate of 8 percent per annum over 15 years.

1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$955,354.18/annum.

7.08 WARRANTY, MAINTENANCE, AND DISPOSITION OF LIEBERT UNIT

The Lessor shall be responsible for routine preventive maintenance of the Liebert unit located in Room 358, in accordance with the manufacturer's recommendations. Notwithstanding negligence on the part of the Lessor or failure to perform routine preventative maintenance of the Liebert unit by the Lessor, the Government shall be responsible for the warranty and maintenance related to failure of the Liebert unit, inclusive of all repair and replacement costs. Ownership of the Liebert unit shall remain with the Government.

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

INITIALS: SC & RS
LESSOR GOVT