

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT (LA)	TO LEASE NO. GS-10P-LOR07416 BLDG. NO. OR6485 PDN Number: N/A
ADDRESS OF PREMISES Block 300 333 SW First Avenue Portland, OR 97204	

THIS AGREEMENT, made and entered into this date by and between **RUBICON GSA II DUNCAN PLAZA PORTLAND, LLC**

whose address is: 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 revise and update certain paragraphs of the lease and Exhibit C, and add Exhibit H.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon mutual execution of this LA as follows: Paragraphs 1.10, 1.19, 3.39, 4.13, and 7.07 of the Lease are hereby deleted in their entirety and replaced below. Exhibit C Paragraphs entitled MAIL SCREENING ROOMS: AIRBLAST INJURY PREVENTION is hereby deleted in its entirety and replaced below. Exhibit H, Project Schedule, is hereby added to the Lease.

This Lease Amendment contains 4 pages and Exhibit H (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.

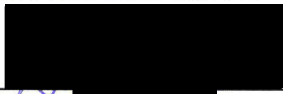
FOR THE LESSOR:

Signature: 
 Name: Sam Fuchs
 Title: Authorized Signatory
 Entity Name: Rubicon US REIT, Inc., Manager, on behalf of
 Date: 3/28/14 Rubicon GSA II Duncan Plaza Portland, LLC

FOR THE GOVERNMENT:

Signature: 
 Name: LINDSEY D. SNOW
 Title: CONTRACTING OFFICER
 Date: APR 8 2014
GSA, Public Buildings Service,

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Gil Clark
 Title: Asset Manager
 Date: 3/28/14

1.10 TENANT IMPROVEMENT FEES SCHEDULE (JUN 2012)

For pricing TI Costs, the following rates shall apply for the initial build-out of the Space.

	Initial Build Out
Architect/Engineer Fees (% of TI Construction Costs)	Actual Costs not to exceed 10%*
Lessor's Project Management Fees (% of TI Construction Costs)	10%

* For the design and construction of the new [REDACTED] mailroom only, designated as space 150A on page 2 of Exhibit A(1), the GC fee shall be 2.75% and architectural/engineering fees will be based on actual costs to the Landlord due to the small size of the mailroom space and additional design complexity vs. typical office space.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the space, the Lessor shall complete the following additional Building improvements:

- A. CARPET AND PAINT: Carpet shall be replaced prior to Lease commencement at no additional cost to the Government, per the cyclical replacement requirement included in Lease GS-10B-05541, which was not met. The labor and materials associated with the initial painting of the entire Premises shall be a Tenant Improvement expense to the Government. The movement of any and all furniture (not including Government/employee personal property) to accomplish the cyclical carpet replacement shall be the responsibility and liability of the Lessor. The movement of any and all furniture (including Government/employee personal property) to accomplish the initial painting of the entire Premises shall be the responsibility and liability of the Government. To the extent possible, the Lessor will endeavor to coordinate the initial carpeting and painting of the entire Premises in such a manner as to keep furniture movement to the minimum amount required in order to best accomplish the work. All subsequent cyclical painting and carpet replacement requirements of the Premises shall be met per the Lease, including the movement of any and all furniture (not including Government/employee personal property) to accommodate said work. The work required shall be coordinated between the Government and Lessor to ensure minimal impact to the Government, to the extent possible.
- B. RESTROOMS: The following upgrades to the restrooms on floors 3, 8, 9 and 10 will be provided by the Lessor: The sinks, countertops, faucets, tile (floor and wall), partitions, exterior restroom doors, hardware, and shelving will be replaced.
- C. KITCHENETTES: Kitchenettes on floors 8, 9, and 10 will require new countertops, new cabinets, and backsplashes, and the plumbing should be examined as it is currently not functioning properly. Flooring and painting should be replaced at no additional cost to the Government.
- D. FIRE ALARM SYSTEM: The fire alarm system must be updated to meet current fire code requirements (visual devices must be present in all common areas).
- E. EXIT SIGNS: Exit signs must be placed in accordance with current fire code requirements.

3.39 RESTROOMS (JUN 2012)**AS CURRENTLY PROVIDED WITH UPGRADES PURSUANT TO LEASE PARAGRAPH 1.19**

A. Subparagraph Intentionally Deleted

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor

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occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror above the lavatory with sufficient countertop area for placement of personal items.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on two wall locations by the lavatories.
4. A soap dispenser for each faucet, two paper towel dispensers and one large trash receptacle for each restroom.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser for each stall.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area is required for the women's restroom, but not in the men's. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

4.13 AS-BUILT DRAWINGS (JUN 2012)

Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans, only for areas affected by the initial TI build-out under this Lease. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

7.07 CERTAIN GARAGE PROVISIONS

The Lessor shall provide a single parking attendant for the building's garage at the request of the Government for the weekday hours of 6:00 am to 9:30 am and 3:00 pm to 6:00 pm. The Government shall reimburse the Lessor for the cost of providing this service outside of the Lease contract. The Lessor shall have no obligation to continue providing said service should the Government instruct the Lessor to no longer provide it, or should the Government fail to timely reimburse the Lessor the cost of providing said service. In the event the Government no longer wishes to continue said service, it shall notify the Lessor a minimum of 45-days prior to the date it wishes to terminate this service. Once initiated, said service shall continue on a month-to-month basis unless the Government notifies the Lessor of its desire to terminate said services, per above.

The roll-up entrance gate and exit security gate will remain in the up (open) position during any hours the parking attendant is on-duty and down (closed) when the parking attendant is not on-duty. The Lessor may also elect to increase the attendant's hours above and beyond the timeframes listed in the above paragraph at any time at its sole cost and expense for the additional hours only, in which case the roll up gates may also be left in the up (open) position during all such extended hours as well.

In conjunction with the above paragraphs, the Lessor will assume responsibility for the maintenance, repair, and replacement of the entrance and exit roll-up security gates located at the street level entrance and exit of the Building's garage, so long as the monthly Government reimbursed parking attendant service continues to remain in effect and has not been terminated at the Government's request. This excludes maintenance, repair, and replacement costs

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associated with the roll-up security gate located between the P1 and P2 levels of the garage, which shall continue to be a Government expense. Costs resulting from damage caused to the roll-up gates by the actions of an employee or visitor of the Government shall be a Government expense, as well as any expenses related to providing an attendant, as outlined above.

The following paragraph of EXHIBIT C is hereby deleted and replaced:

MAIL SCREENING ROOMS: AIRBLAST INJURY PREVENTION

The Lessor shall utilize hardening and venting methods for mail screening rooms and receiving areas, to prevent and limit air blast injuries in adjacent areas from explosives equivalent to no less than 100 grams up to 250 grams of TNT detonated in this area. In the event of such explosion, significant structural damage to the walls, ceilings, and floors of the mailroom/receiving area may occur. However, the adjacent areas must not experience severe damage.

Exhibit (H) is hereby attached to, and made part of the Lease:

Exhibit H: Project Schedule

The attached exhibit H is hereby incorporated and made part of the lease. All parties are in agreement with the proposed schedule and will adhere to the requirements of such, unless otherwise notified by the Government. All construction will be completed by the lease effective date, barring delays caused by Government or force majeure.

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

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