

LEASE AMENDMENT

AMENDMENT NO. 1	TO LEASE NO. GS-07B-17108	DATE 10.15.12	PAGE 1 of 2
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ADDRESS OF PREMISES
602 Sawyer Street, Houston, TX 77007-7514

THIS AGREEMENT made and entered into this date by and between NNN 602 SAWYER, LLC A DELAWARE LIMITED LIABILITY COMPANY

whose address is c/o Daymark Properties Realty, Inc.
1551 N Tustin Ave, Ste 300
Santa Ana, CA 92705-8634

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 establish the effective date of the lease and accept the space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- 1.) To accept the leased space and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) to restate the Base Cost of Services; and
- 6.) to restate the Governments Percentage of Occupancy; and
- 7.) to restate the adjustment for Vacant Space; and
- 8.) to provide for the completion of the deficiencies; and
- 9.) all other terms and conditions are in full force and effect.

See Attached

LESSOR: NNN 602 SAWYER, LLC a Delaware Limited Liability Company

SIGNATURE	[Redacted Signature]	NAME OF SIGNER	Christina L. Tresh
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ADDRESS 2240 Marketplace Blvd. #180, Irving, Texas 75063

IN PRESENCE OF	[Redacted Name]	NAME OF SIGNER	Jacqueline Thrall
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#180, Irving, Texas 75063

UNITED STATES OF AMERICA	[Redacted Name]	NAME OF SIGNER	Thomas Bell
		OFFICIAL TITLE OF SIGNER	LEASE CONTRACTS OFFICER

Lease Amendment No. 1
LTX17108
602 Sawyer Street
Houston, TX 77007-7514

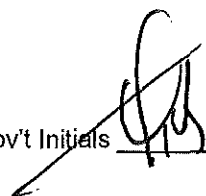
- 1.) The Government accepts the leased space on September 16, 2012.
- 2.) The Commencement Date of the rental shall be **September 16, 2012** and shall expire on **September 15, 2022**.
- 3.) The office space square footage shall be **25,735** rentable square feet yielding **21,996** ANSIBOMA Office Area (ABOA). The Common Area Factor is 1.17.
- 4.) The Government shall pay the Lessor annual rent as follows:

From **September 16, 2012** through **September 15, 2017** the total annual rental shall be **\$629,220.75** at the rate of **\$52,435.06** paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$450,362.50 and annual Operating Costs of \$178,858.25 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

From **September 16, 2017** through **September 15, 2022** the total annual rent shall be **\$692,271.50** at the rate of **\$57,689.29**. The total annual rent consists of Shell Rent of \$513,413.25 and Operating Costs of \$178,858.25 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

- 5.) The Base Cost of Services is \$178,858.25.
- 6.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 29.92% (25,735 Rentable Square Footage (RSF) /86,018 RSF).
- 7.) The Government's adjustment of Vacant Space shall be a reduction of \$2.00/ABOA SF.
- 8.) The Lessor and the Government agree that the requirements specifically identified in **Paragraphs 3.09 and 8.01** of the Lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within **90** days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in **Paragraphs 3.09 and 8.01** of the Lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. Extensions may be granted at the sole discretion of the lease contracting officer or denied for any reason.
- 9.) All other terms and conditions of the lease shall remain in full force and effect.

Gov't Initials



Lessor Initials:

