

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-09P-LCA03360
ADDRESS OF PREMISES 13911 PARK AVENUE, SUITE 202, VICTORVILLE, CA 92392-2464	PDN Number:

THIS AMENDMENT is made and entered into between **Brentwood Mortgage Group Three, LLC**

whose address is: 14350 Civic Drive, Suite 200,
Victorville, CA 92392

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 Beneficial Occupancy, establish annual rent, revised the broker commission and commission credit, and revise the termination rights.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

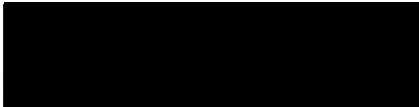
Accordingly the following Lease Term, Paragraphs 1.03, 1.04, 1.05, Exhibit A-Section II, Line 10 to 13 (Rent Table), and Exhibit A-1 – Line 10 to 14 (Rent Table) are hereby deleted in their entirety and the following are substituted therefore. Paragraph 1.12 is added to the Lease.

This Lease Amendment contains 4 pages.

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

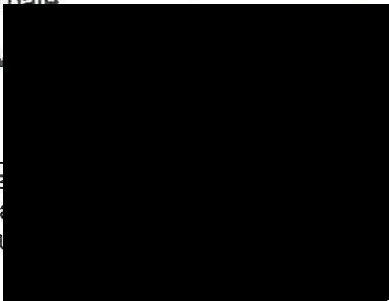
IN WITNESS WHEREOF, the parties subscribed their names as of the below date

FOR THE LESSOR:

Signature: 
Name: _____
Title: _____
Entity Name: _____


Date: 9-10-15

FOR THE GOV

Signature: 
Name: _____
Title: _____
GSA, Public Bu

Date: 9/10/15

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Chuck Ingerson
Title: Property Manager
Date: 9-10-15

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning **September 15, 2015** continuing through **September 14, 2025**, subject to termination and renewal rights as may be hereinafter set forth.

1.03 RENT AND OTHER CONSIDERATION (APR 2015)

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

	FIRM TERM 09/15/2015-09/14/2020		NON-FIRM TERM 09/15/2020-09/14/2025	
	ANNUAL RENT	ANNUAL RATE/ RSF	ANNUAL RENT	ANNUAL RATE/ RSF
SHELL RENT ¹	\$70,008.00	\$24.00	\$78,759.00	\$27.00
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$ 10,151.16	\$3.48	\$ 12,251.40	\$4.20
TOTAL ANNUAL RENT	\$80,159.16	\$27.48	\$91,010.40	\$31.20

¹Shell rent calculation:

(Firm Term) \$24.00 per RSF multiplied by 2,917 RSF

(Non-Firm Term) \$27.00 per RSF multiplied by 2,917 RSF

²The Tenant Improvement Allowance of \$50,000 will be made available to the Government to be used for tenant improvement build out. The tenant improvements will be amortized into the rent upon acceptance of the TI's through the remaining firm term of the lease at a rate of 6 percent per annum and will be document through a subsequent Lease amendment..

³Operating Costs rent calculation: Operating costs shall NOT be subject to annual adjustments.

(Firm Term) \$3.48 per RSF multiplied by 2,917 RSF

(Non-Firm Term) \$4.20 per RSF multiplied by 2,917 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 2,638 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate over the remaining firm term of the lease in a subsequent lease amendment upon Government acceptance of TIs.

D. INTENTIONALLY DELETED.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

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3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Carpenter/Robbins Commercial Real Estate, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED]* and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Carpenter/Robbins Commercial Real Estate, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$6,679.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, after **September 14, 2020** by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. The Government must provide termination notice no later than 60 days after **September 14, 2020**.

1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the

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Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements; 2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; 3. Negotiate an increase in the rent

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

Initials: EM (Lessor) / EM (Gov't)