GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 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 revise the total tenant improvement allowance and to issue a Notice to Proceed for Tenant Improvements.

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: Paragraphs 1.03 is hereby deleted in its entirety and the following is substituted therefore. Paragraph 4.10, Exhibit F (Design Intent Drawing), and Exhibit G (Construction cost estimate) are hereby added to the lease.

This Lease Amendment contains 5 pages, including Exhibit F and Exhibit G.

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: [redacted]
Name: [redacted]
Title: Manager
Entity Name: Brentwood Mortgage Group Three LLC

Date: 9-30-15

FOR THE [redacted]

Signature [redacted]
Name:
Title:
GSA, Pub[redacted]

Date: 9/30/15

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Chuck Ingersoll
Title: Property Manager
Date: 9-30-15

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**

[1]Shell 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

[2] **The Tenant Improvement Allowance of $66,079.00 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..**

[3]Operating 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.

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