GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3	
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 revise the total Tenant Improvement Allowance, replace the construction schedule, and provide Notice to Proceed for Change Order Number 1.

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 <u>upon execution by the Government</u> as follows:

Accordingly the following: Paragraphs 1.03, 4.01C and Exhibit F are hereby deleted in their entirety and the following paragraphs are substituted therefore. Paragraph 4.11 and Exhibit H are hereby added to the Lease.

This Lease Amendment contains 6 pages, including Exhibits F and H.

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 be

FOR THE LEASON

Signature:

Name:

Name:

Title:

Entity Name:

Rentwood Martage & Group

Threa CLC

Date:

Date:

Date:

WITNESSED FOR THE LESSOR BY:

Signature: Name: Title:

Date:

Property Manager
12-21-15

Section 1.03A and B, and 4.01C of the Lease are deleted in their entirety and replaced with the following:

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

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.

4.01 SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP 2013)

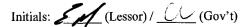
"C. <u>Construction Schedule</u>. The Lessor shall complete all required build-out conforming to the Lease and approved DIDs on or before March 31, 2016."

Paragraph 4.11 is hereby added to the Lease:

4.11 NOTICE TO PROCEED FOR CHANGE ORDER NUMBER 1

Following a Government review of the submitted Change Order Number 1, the Government has determined that the pricing submitted is fair and reasonable and a Notice to Proceed for this change order is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$14,348.95, inclusive of all management and architectural fees, depicted on Exhibit H attached hereto.

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



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² The Tenant Improvement Allowance of \$80,427.95 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..