

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
LEASE AMENDMENT	TO LEASE NO. GS-09P-03360
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; adjust the annual rent to amortize the Tenant Improvement Cost into the rent; and adjust the Broker Commission and commission credit; and approve Change Order Number 3.

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 1.03A and 1.04 are hereby deleted in their entirety and the following paragraphs are substituted therefore. Paragraphs 4.13 and Exhibit J are hereby added to the Lease.

This Lease Amendment contains 3 pages including Exhibit J.

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: Ed Mustard
Title: Manager
Entity Name: Brentwood Mortgage Group Three, LLC

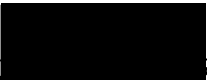
Date: 6/14/2016

FOR THE GOVERNMENT:

Signature: 
Name: [Redacted]
Title: [Redacted]
GSA, Public Buildings Service,

Date: 6/15/16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: [Redacted]
Title: Property Mgr.
Date: 6/14/2016

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 09/15/2015-5/14/2016		FIRM TERM 05/15/2016-09/14/2020		NON-FIRM TERM 09/15/2020-09/14/2025	
	ANNUAL RENT	ANNUAL RATE/ RSF	ANNUAL RENT	ANNUAL RATE/ RSF	ANNUAL RENT	ANNUAL RATE/ RSF
SHELL RENT ¹	\$70,008.00	\$24.00	\$70,008.00	\$24.00	\$78,759.00	\$27.00
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$25,133.15	\$8.6161	\$0.00	\$0.00
OPERATING COSTS ³	\$ 10,151.16	\$3.48	\$ 10,151.16	\$3.48	\$ 12,251.40	\$4.20
TOTAL ANNUAL RENT	\$80,159.16	\$27.48	\$105,292.31	\$36.10	\$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 Final Tenant Improvements amortized into the lease are \$95,693.95, which are inclusive of Change Orders Number 1 through 3. The tenant improvement cost is amortized into the rent at a rate of 6 percent per annum through the period of 05/15/2016-09/14/2020.

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

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 Month 1 Rent.*

* The Commission Credit amount of [REDACTED] increased from [REDACTED]. The increase is due to the final Tenant Improvements Costs that were amortized into the lease beginning on 5/15/2016 through 9/14/2020.

4.13 NOTICE TO PROCEED FOR CHANGE ORDER NUMBER 3

Following a Government review of the submitted Change Order Number 3, 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 \$11,306.00, inclusive of all management and architectural fees, depicted on Exhibit I attached hereto.

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

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