

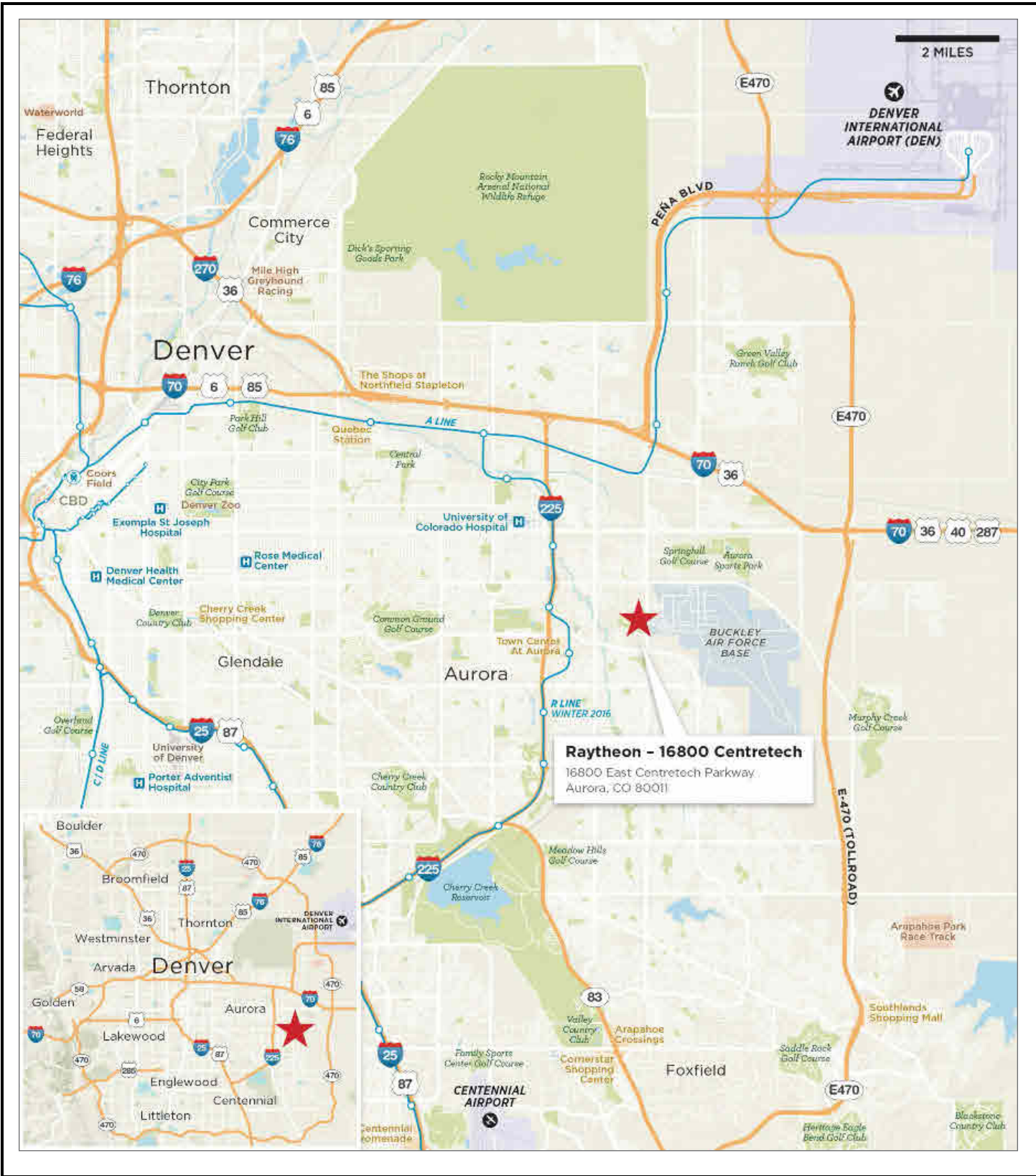
Raytheon – 16800 Centretech



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Floor	
3	Raytheon 71,077 SF Exp. 9/2026
2	Raytheon 71,077 SF Exp. 9/2026
1	Raytheon 74,632 SF Exp. 9/2026
2026	

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Mortgage Loan Information

Mortgage Loan Seller:	BSP
Original Principal Balance:	\$23,200,000
Cut-off Date Principal Balance:	\$23,200,000
% of Pool by IPB:	2.9%
Loan Purpose:	Refinance
Borrower:	Brixton Centretech Holdings, LLC
Sponsors:	Villanova Equities, LLC, Travis King and Corey Eagle
Interest Rate:	5.30000%
Note Date:	12/16/2016
Maturity Date:	1/6/2027
Interest-only Period:	120 months
Original Term:	120 months
Original Amortization:	None
Amortization Type:	Interest Only
Call Protection:	L(29),Def(87),O(4)
Lockbox / Cash Management:	Hard / Springing
Additional Debt:	N/A
Additional Debt Balance:	N/A
Additional Debt Type:	N/A

Property Information

Single Asset / Portfolio:	Single Asset
Title:	Fee
Property Type - Subtype:	Office – Suburban
Net Rentable Area (SF):	216,786
Location:	Aurora, CO
Year Built / Renovated:	1987 / 2014
Occupancy⁽¹⁾:	100.0%
Occupancy Date:	6/6/2017
Number of Tenants⁽¹⁾:	1
2014 NOI⁽²⁾:	N/A
2015 NOI⁽³⁾:	\$3,523,078
2016 NOI:	\$2,745,860
TTM NOI (as of 2/2017)⁽³⁾:	\$2,669,002
UW Economic Occupancy:	95.0%
UW Revenues:	\$2,462,368
UW Expenses:	\$50,000
UW NOI⁽⁴⁾:	\$2,412,368
UW NCF:	\$2,260,618
Appraised Value / Per SF⁽⁵⁾:	\$41,000,000 / \$189
Appraisal Date:	10/14/2016

Escrows and Reserves⁽⁶⁾

	Initial	Monthly	Initial Cap
Taxes:	\$0	Springing	N/A
Insurance:	\$0	Springing	N/A
Replacement Reserves:	\$0	Springing	N/A
TI/LC:	\$0	\$13,549	N/A
Other:	\$0	\$0	N/A

Financial Information

Cut-off Date Loan / SF:	\$107
Maturity Date Loan / SF:	\$107
Cut-off Date LTV:	56.6%
Maturity Date LTV:	56.6%
UW NCF DSCR:	1.81x
UW NOI Debt Yield:	10.4%

Sources and Uses⁽⁷⁾

Sources	Proceeds	% of Total	Uses	Proceeds	% of Total
Mortgage Loan	\$23,200,000	100.0%	Payoff Existing Debt	\$11,978,344	51.6%
			Closing Costs	407,919	1.8
			Return of Equity	10,813,737	46.6
Total Sources	\$23,200,000	100.0%	Total Uses	\$23,200,000	100.0%

(1) The property is 100.0% occupied by Raytheon. Raytheon has been at the property since acquiring the Hughes Aircraft Company in 1997, and recently negotiated a 10-year lease extension through September 2026 (with annual 1.25% rent increases). The lease extension provides the tenant with four five-year renewal options (each option has annual rent increases).

(2) 2014 NOI figures are not available as the borrower purchased the property in December 2014 and historical cash flows were not provided at the time of acquisition.

(3) The decrease from 2015 NOI through TTM NOI is primarily due to a lease extension option exercised in 2014 (effective in 2015), followed by a new 10-year lease executed in 2016. The original lease (effective 1988) allowed for a three-year extension option, which called for a fixed rent (90% of the average rent over the primary term). This option was exercised prior to the borrower's purchase of the property and was scheduled to run through September 2018. Subsequently, the borrower negotiated with Raytheon to amend and extend their lease (August 2016, effective October 2016) for 10 years at a lower base rent, which was more inline with the market.

(4) Underwritten based on the straight-line average rent of Raytheon through its lease expiration in September 2026.

(5) The appraisal also concluded an estimated market value for the property as if it were vacant (i.e. "go dark value") of \$28,100,000.

(6) For a full description of Escrows and Reserves, please refer to "Escrows and Reserves" below.

(7) The borrower's total cost basis in the property is \$21.0 million. That figure includes the total acquisition cost of \$19.0 million, approximately \$1.48 million given to the tenant as a tenant improvement allowance as part of its 10-year lease extension, approximately \$0.12 million paid in leasing commissions and approximately \$0.4 million in closing costs in connection with this transaction. The property was acquired in late 2014 for \$19.0 million (\$18.8 million purchase price and \$0.2 million in closing costs) with a personal loan from Marc R. Brutten (the founder and Chairman of Brixton Capital) and Robert K. Barth (Director of Financial Institutions at Brutten Global) which was paid off at closing of the current loan. As shown above, the net outstanding debt at closing was \$11,978,344. The total return of equity above the borrower's cost basis in this transaction is \$2.2 million.

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The Loan. The Raytheon – 16800 Centretech loan has an outstanding principal balance as of the Cut-off Date of \$23.2 million and is secured by a first mortgage lien on the borrower's fee interest in a 216,786 square foot single-tenant office building located in Aurora, Colorado. The loan has a 10-year term and is interest-only for the entire term of the loan.

The Borrower. The borrowing entity for the Raytheon – 16800 Centretech loan is Brixton Centretech Holdings, LLC, a Delaware limited liability company and special purpose entity.

The Loan Sponsors. Brixton Capital, led by its founder and Chairman Marc R. Brutten, is the investment vehicle for the Brutten Global family office. The loan sponsors and nonrecourse carve-out guarantors are Villanova Equities, LLC, a Delaware limited liability company, Travis King and Corey Eagle. Villanova Equities, LLC is fully controlled by Marc Brutten and 90.0% owned by the Marc R. Brutten Family Trust of which Marc R. Brutten is the trustee. Travis King and Corey Eagle are executives for Brixton Capital, with Travis King serving as the Chief Executive Officer and Corey Eagle serving as the Chief Financial Officer. Brixton Capital was founded in 2012 and is headquartered in San Diego, California. Brixton Capital owns and manages over 8.8 million square feet of assets and owns 166 properties.

The Property. The Raytheon – 16800 Centretech property consists of one three-story Class B office building totaling 216,786 square feet that is situated on an approximately 28.07-acre site in Aurora, Colorado. The property offers 760 parking spaces, resulting in a ratio of approximately 3.5 spaces per 1,000 square feet. The building was originally constructed in 1987. As of June 6, 2017, the property was 100.0% occupied by the sole tenant, Raytheon (A3/A/A- by Moody's, S&P and Fitch, respectively). Raytheon's predecessor-in-interest, Hughes Aircraft Company occupied the property from 1988, when they took occupancy on a 27-year lease, until 1997 when Raytheon acquired Hughes Aircraft Company and began occupying the property. In 2016 Raytheon executed a 10-year extension of its lease through September 30, 2026. The lease, which is structured as absolute net, requires \$2,400,000 (\$11.07 per square foot) in annual base rent effective October 1, 2016 with 1.25% escalations each year and affords the tenant four five-year renewal options (with annual increases). Raytheon has the right of first offer ("ROFO") to purchase the property. The ROFO excludes any portfolio sale or any sale in conjunction with any other property owned by the landlord. Raytheon executed an SNDA at closing subordinating this ROFO in connection with the lender exercising remedies. The property was originally purpose-built for Hughes Aircraft Company in 1987 and opened in 1988, and is one of five buildings Raytheon occupies that together form an approximately 592,000 square foot corporate campus in Aurora. Raytheon owns two of the five buildings in the campus. Raytheon employs over 2,400 employees, making it the second-largest private employer in Aurora.

Raytheon, founded in 1922, is an international aerospace and defense company headquartered in Waltham, Massachusetts that specializes in defense, civil government and cybersecurity solutions. The company provides electronics, mission systems integrations, capabilities in C5I (command, control, communications, computing, cyber and intelligence), sensing, effects and mission support services. Raytheon employs approximately 63,000 people worldwide and reported 2016 sales at an estimated \$24 billion. The property is located approximately 13.5 miles east of the Denver central business district and is located 3.4 miles west of the Buckley Air Force Base. Buckley Air Force Base is home to various intelligence agencies, including the National Security Agency and the National Reconnaissance Office, the Aerospace Data Facility - Colorado, Army, Navy, Air Force and Marine intelligence and information units and Marine and Coast Guard cryptologic units. Due to Raytheon's substantial work with the US Government, the property is required to meet Sensitive Compartmented Information Facility ("SCIF") requirements. Extensive planning and design are necessary to make the property SCIF-accredited. The majority of the property has no windows due to security requirements.

The property is located in the Denver-Aurora-Lakewood, CO metropolitan statistical area ("Denver MSA"). According to the appraisal, the Denver MSA is the 19th most populous metropolitan area in the nation and the 18th largest metropolitan area economy in the nation based on GDP. The Denver MSA has an estimated 2016 population of 2,830,748, which represents an average annual 1.8% increase over the 2010 census. The Denver MSA added approximately 47,878 residents per year over the 2010-2016 period, and its annual growth rate exceeded the State of Colorado rate of 1.4%. Between year-end 2005 and the present, employment rose by approximately 203,400 jobs, which is equivalent to a 16.8% increase over the period. The Denver MSA has a median household income of \$66,682, which is 6.6% greater than the State of Colorado overall.

According to the appraisal, the 2016 estimated population within a three- and five-mile radius of the property was 123,354 and 331,296, respectively. Additionally, the 2016 estimated average household income within a three- and five-mile radius was \$57,206 and \$62,807, respectively. According to the appraisal, as of the third quarter of 2016, the Aurora submarket contained approximately 9.3 million square feet of office space and reported a vacancy rate of 7.8% with asking rents of \$17.28 per square foot.

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Historical and Current Occupancy⁽¹⁾

2014	2015	2016	Current ⁽²⁾
100.0%	100.0%	100.0%	100.0%

(1) Historical Occupancies are as of December 31 of each respective year.

(2) Current Occupancy is as of June 6, 2017. The property is 100.0% leased to Raytheon through September 2026.

Tenant Summary⁽¹⁾

Tenant	Ratings ⁽²⁾ Moody's/S&P/Fitch	Net Rentable Area (SF)	% of Total NRA	Base Rent PSF ⁽³⁾	% of Total Base Rent	Lease Expiration Date ⁽⁴⁾
Raytheon	A3 / A / A-	216,786	100.0%	\$11.21	100.0%	9/30/2026

(1) Based on the underwritten rent roll dated June 6, 2017.

(2) Ratings provided are for the parent company of the entity listed in the "Tenant" field whether or not the parent company guarantees the lease.

(3) Base Rent PSF represents underwritten base rent excluding the straight-line average rent (\$111,966) for Raytheon, an investment-grade tenant, through its lease expiration of September 30, 2026. The tenant's current in-place rent is \$11.07 per square foot.

(4) The lease extension provides the tenant with four five-year renewal options (each option has annual rent increases).

Lease Rollover Schedule⁽¹⁾⁽²⁾

Year	Number of Leases Expiring	Net Rentable Area Expiring	% of NRA Expiring	Base Rent Expiring	% of Base Rent Expiring	Cumulative Net Rentable Area Expiring	Cumulative % of NRA Expiring	Cumulative Base Rent Expiring	Cumulative % of Base Rent Expiring
Vacant	NAP	0	0.0%	NAP	NAP	0	0.0%	NAP	NAP
2017 & MTM	0	0	0.0	\$0	0.0%	0	0.0%	\$0	0.0%
2018	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2019	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2020	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2021	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2022	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2023	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2024	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2025	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2026	1	216,786	100.0	2,430,000	100.0	216,786	100.0%	\$2,430,000	100.0%
2027	0	0	0.0	0	0.0	216,786	100.0%	\$2,430,000	100.0%
2028 & Beyond	0	0	0.0	0	0.0	216,786	100.0%	\$2,430,000	100.0%
Total	1	216,786	100.0%	\$2,430,000	100.0%				

(1) Based on the underwritten rent roll dated June 6, 2017 and excludes \$111,966 of straight-line average rent.

(2) Certain tenants may have termination or contraction options (which may become exercisable prior to the originally stated expiration date of the tenant lease) that are not considered in the above Lease Rollover Schedule.

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Operating History and Underwritten Net Cash Flow ⁽¹⁾						
	2015	2016	TTM ⁽²⁾	Underwritten	Per Square Foot	% ⁽³⁾
Rents in Place ⁽⁴⁾	\$3,523,078	\$2,745,860	\$2,669,002	\$2,541,966	\$11.73	98.1%
Vacant Income	0	0	0	0	0.00	0.0
Gross Potential Rent	\$3,523,078	\$2,745,860	\$2,669,002	\$2,541,966	\$11.73	98.1%
Total Reimbursements	0	0	0	50,000	0.23	1.9
Net Rental Income	\$3,523,078	\$2,745,860	\$2,669,002	\$2,591,966	\$11.96	100.0%
(Vacancy/Credit Loss)	0	0	0	(129,598)	(0.60)	(5.0)
Other Income	0	0	0	0	0.00	0.0
Effective Gross Income	\$3,523,078	\$2,745,860	\$2,669,002	\$2,462,368	\$11.36	95.0%
Total Expenses⁽⁵⁾	\$0	\$0	\$0	\$50,000	\$0.23	2.0%
Net Operating Income⁽⁶⁾	\$3,523,078	\$2,745,860	\$2,669,002	\$2,412,368	\$11.13	98.0%
Total TI/LC, Capex/RR	0	0	0	151,750	0.70	6.2
Net Cash Flow	\$3,523,078	\$2,745,860	\$2,669,002	\$2,260,618	\$10.43	91.8%

(1) 2014 financials are not available as the borrower acquired the property in December 2014 and historical cash flows were not provided at the time of acquisition.

(2) TTM column represents the trailing 12-month period ending February 28, 2017.

(3) % column represents percent of Net Rental Income for all revenue lines and represents percent of Effective Gross Income for the remainder of fields.

(4) Underwritten Rents in Place includes \$111,966 of straight-line average rent for Raytheon, an investment-grade tenant, through its lease expiration of September 30, 2026. The tenant recently executed a 10-year extension that commenced October 1, 2016. Historical statements have been adjusted to reflect actual rent due over the applicable time period. Due to the fact that historical rent payments were made semiannually, the historical rent payments did not always reflect actual rent due in the time period.

(5) Underwritten Total Expenses are based on in-place expenses and the terms of the lease. The lease is structured as an absolute net lease with the tenant paying all expenses directly.

(6) The decrease from 2015 Net Operating Income through TTM Net Operating Income is primarily due to a lease extension option exercised in 2014 (effective in 2015), followed by a new 10-year lease executed in 2016. The original lease (effective 1988) allowed for a three-year extension option, which called for a fixed rent (90% of the average rent over the primary term). This option was exercised prior to the borrower's purchase of the property and was scheduled to run through September 2018. Subsequently, the borrower negotiated with Raytheon to amend and extend their lease (August 2016, effective October 2016) for 10 years at a lower base rent.

Property Management. The property is managed by Brixton Investment Management, LLC, an affiliate of the borrower.

Escrows and Reserves. No upfront reserves were taken at origination.

Tax Escrows – The requirement for the borrower to make monthly deposits to the tax escrow is suspended so long as (i) no event of default exists, (ii) Raytheon timely pays taxes directly to the applicable taxing authority pursuant to Raytheon's lease, (iii) the lender receives satisfactory evidence that all taxes have been timely paid, and (iv) on or prior to the payment date occurring in August 2025, Raytheon has extended or renewed its lease for not less than five years beyond the expiration date of its current lease term.

Insurance Escrows – The requirement for the borrower to make monthly deposits to the insurance escrow is suspended so long as (i) no event of default exists, (ii) Raytheon maintains insurance, which complies with the terms and conditions of the loan documents, (iii) the lender receives satisfactory evidence that the insurance premiums have been timely paid for a period no later than 10 days prior to the insurance expiration, (iv) the lender receives satisfactory evidence of policies when requested, and (v) on or prior to the payment date occurring in August 2025, Raytheon has extended or renewed its lease for not less than five years beyond the expiration date of its current lease term.

Replacement Reserves - The requirement for the borrower to make monthly deposits to the replacement reserve escrow is suspended so long as (i) no event of default exists, (ii) Raytheon maintains the property in good condition and repair, and no default has occurred under the lease and (iii) on or prior to the payment date occurring in August 2025, Raytheon has extended or renewed its lease for not less than five years beyond the expiration date of its current lease term. The borrower will be required to escrow \$4,516 (approximately \$0.25 per square foot annually) if the borrower fails to satisfy any of the above conditions.

TI/LC Reserves – On a monthly basis, the borrower is required to deposit \$13,549 (approximately \$0.75 per square foot annually) for tenant improvements and leasing commissions reserves. The reserve is not subject to a cap.

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Lockbox / Cash Management. The Raytheon – 16800 Centretech loan is structured with a hard lockbox and springing cash management. The borrower was required at origination to deliver tenant direction letters instructing all tenants to deposit rents into a lockbox account controlled by the lender. All funds in the lockbox account are required to be swept each business day into the borrower's operating account, unless a Cash Sweep Period (as defined below) is continuing, in which event such funds are required to be swept each business day into a cash management account controlled by the lender and disbursed on each payment date in accordance with the loan documents.

A "Cash Sweep Period" commences upon the occurrence of (i) an event of default or (ii) the occurrence of a Specified Tenant Sweep Event (as defined below).

A Cash Sweep Period will end upon (a) with respect to clause (i) above, the cure or written waiver by lender of such event of default or (b) with respect to clause (ii) above, the occurrence of Specified Tenant Sweep Event Cure (as defined below).

A "Specified Tenant Sweep Event" commences upon the occurrence of (i) a default by Raytheon under its lease beyond all applicable notice and/or cure periods, (ii) Raytheon vacating, abandoning or ceasing ordinary business operations at, or otherwise "going dark" at all or substantially all of the leased space, or giving notice of its intent to do any of the foregoing (provided, however, no sweep pursuant to this clause (ii) shall be deemed to have occurred, if Raytheon is paying its rent, maintains a long term unsecured debt rating of at least "BBB-" by S&P or the equivalent rating by a reasonably equivalent rating agency, and it is more than five years prior to the maturity date of the loan), (iii) any bankruptcy or insolvency of Raytheon, (iv) any termination, cancellation or surrender of Raytheon's lease, or notification by Raytheon of its intent to effect any of the foregoing, (v) the failure of Raytheon to extend or renew its lease for not less than five years beyond the expiration date of its current lease term by 24 months prior to the lease expiration or (vi) the failure of Raytheon to maintain a long term unsecured debt rating of at least BBB- by S&P or the equivalent of such rating by a reasonably equivalent rating agency.

A "Specified Tenant Sweep Event Cure" means, (a) with respect to clause (i) above, the cure of all defaults under the Raytheon lease, (b) with respect to clause (ii) above, Raytheon resumes ordinary course business operations and delivers to lender an acceptable tenant estoppel, (c) with respect to clause (iii) above, Raytheon is no longer insolvent or subject to any bankruptcy proceedings, (d) with respect to clause (iv) above, Raytheon revokes any notification of any termination, cancellation or surrender and resumes ordinary course business operations or the achievement of a debt yield (as calculated in the loan documents) based on the trailing 12-month period equal to or greater than 8.0%, (e) with respect to clause (v) above, lender receives satisfactory evidence that Raytheon has extended or renewed its lease for the entire space leased for a term of at least five years beyond the current scheduled lease expiration or (f) with respect to clause (vi) above, Raytheon satisfies and maintains the credit rating requirement as described in the loan documents, and/or (g) with respect to any Specified Tenant Sweep Event, the space leased to Raytheon is re-leased pursuant to one or more leases that contain terms and conditions acceptable to lender with replacement tenants acceptable to lender and delivers to lender an acceptable tenant estoppel.