

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
ADDRESS OF PREMISES 45 Clayton Street Asheville, NC 28801-2423	TO LEASE NO. GS-04B-00162

THIS AMENDMENT is made and entered into between RP Asheville, LLC

whose address is: 445 Bishop Street
Suite 200
Atlanta, GA 30318-4303

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 incorporate alterations into the lease contract, establish the actual Building Specific Amortized Capital (BSAC) costs and issue the Notice to Proceed.

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 SEPTEMBER 1st, 2017 as follows:

The Building Specific Amortized Capital (BSAC) for purposes of this lease is a total of \$285,750.00. Upon the Government's execution of this Lease Amendment (LA) the Notice to Proceed is issued for the Not-to-Exceed amount of \$283,462.91 for security alterations, in accordance with the specifications detailed in Attachment "B" Lessor's Quote (dated 08/25/2017), attached hereto and made a part hereof. Please be advised that any work that is done that exceeds the cost specified in the accepted quote outlined in "Attachment B" will be the financial responsibility of the Lessor.

The tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.


The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction cost and services and all other similar cost and expenses associated with the alterations to the space as defined in the scope of work as incorporated into the construction drawings. All work must be completed within 90 days from full the date of full execution of this lease amendment.

This Lease Amendment contains 2 pages.

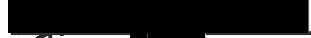
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Signature: 
Name: John W. Braswell
Title: Member
Entity Name: RP ASHEVILLE LLC
Date: 9/6/17

FOR THE GOVERNMENT:

Signature: 
Name: Jedell Payne
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/7/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Philip Perry
Title: Member
Date: 9/6/17

1. Paragraph 1.03.A of the Lease is hereby deleted and replaced with the following (to reflect the revised rent after reconciling the BSAC):

	YEARS 1-5	YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$268,600.00 (\$20.00' / RSF)	\$282,030.00 (\$21.00' / RSF)
TENANT IMPROVEMENTS RENT ²	\$152,597.43 (\$11.36' / RSF)	\$152,597.43 (\$11.36' / RSF)
OPERATING COSTS ³	\$63,452.80 (\$4.72' / RSF)	\$63,452.80 (\$4.72' / RSF)
BSAC ⁴	\$37,764.23 (\$2.81' / RSF)	\$37,764.23 (\$2.81' / RSF)
TOTAL ANNUAL RENT	\$522,414.46 (\$38.92' / RSF)	\$535,844.46 (\$39.89' / RSF)

¹Shell rent calculation:

(Yrs 1-5) \$ 20.00 per RSF multiplied by 13,430 RSF

(Yrs 6-10) \$21.00 per RSF multiplied by 13,430 RSF

²Tenant Improvements of \$1,145,414.82 are amortized at a rate of 6 percent per annum over 10 years.

³Operating Costs rent calculation: \$4.72 per RSF multiplied by 13,430 RSF

⁴FINAL Building Specific Amortized Capital (BSAC) of \$283,462.91 is amortized at a rate of 6 percent per annum over 10 years

*Rounded

2. Paragraph 1.10 of the Lease is hereby amended and replaced with the following (to reflect the revised rent after reconciling the BSAC):

1.10 BUILDING SECURITY AMMORTIZED SECURITY (SEP 2012)

For purposes of this Lease, the actual (reconciled) Building Security Amortized Capital (BSAC) amount is \$283,462.91. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6 percent.

INITIALS:

gub
LESSOR

&

gdt
GOVT