

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 5</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO. GS-04B-00162</b>
<b>ADDRESS OF PREMISES</b> 45 Clayton Street Asheville, NC 28801-2423	

**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 desires to amend the above Lease

**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 November 1<sup>st</sup>, 2017 as follows:

**The GSA Lease Form L100, is AMENDED** to include a Commencement date, Termination Rights and Rent reconciliation.

**Commencement Date-** The Commencement date of lease LNC00162 is set as October 9<sup>th</sup>, 2017.

**1.03 RENT AND OTHER CONSIDERATION (SEP 2015)**

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

	<b>OCT 9<sup>TH</sup>, 2017- OCT 8<sup>TH</sup> 2022</b>	<b>OCT 9<sup>TH</sup>, 2022- OCT 8<sup>TH</sup>, 2027</b>
	<b>ANNUAL RENT</b>	<b>ANNUAL RENT</b>
<b>SHELL RENT<sup>1</sup></b>	\$268,600.00 (\$20.00 <sup>1</sup> / RSF)	\$282,030.00 (\$21.00 <sup>1</sup> / RSF)
<b>TENANT IMPROVEMENTS RENT<sup>2</sup></b>	\$118,449.12 (\$8.82 <sup>2</sup> / RSF)	\$118,449.12 (\$8.82 <sup>2</sup> / RSF)
<b>OPERATING COSTS<sup>3</sup></b>	\$63,452.80 (\$4.72 <sup>3</sup> / RSF)	\$63,452.80 (\$4.72 <sup>3</sup> / RSF)
<b>BSAC<sup>4</sup></b>	\$37,764.23 (\$2.81 <sup>4</sup> / RSF)	\$37,764.23 (\$2.81 <sup>4</sup> / RSF)
<b>TOTAL ANNUAL RENT</b>	<b>\$488,266.15 (\$36.35<sup>5</sup> / RSF)</b>	<b>\$501,696.15 (\$37.35<sup>5</sup> / RSF)</b>

<sup>1</sup>Shell 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

<sup>2</sup>Tenant Improvements of \$889,093.88 are amortized at a rate of 6 percent per annum over 10 years.

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

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

<sup>5</sup>Rounded


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:**

**FOR THE GOVERNMENT:**

Signature:   
Name: John W. Braswell  
Title: Member  
Entity Name: RP Asheville LLC  
Date: 11/14/17

Signature:   
Name: Janell Payne  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 11/14/2017

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Philip Perry  
Title: VP  
Date: 11/14/2017

**1.05 TERMINATION RIGHTS**

There are no termination rights associated with this lease. The lease is for 10 years FIRM.

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT**

C. The total Tenant Improvement Cost is \$1,145,414.82. The Government elects to make a lump sum payment in the amount of \$256,320.94 to buy-down the cost for work covered by the TIA and shall be paid upon completion and acceptance by the Government. The buy-down amount will not be amortized into the rental rate.

The actual (reconciled) Tenant Improvement Allowance (TIA) amount, after the buy-down is \$889,093.88. This amount will be amortized at a rate of 6% per annum, over the firm term of the lease.

At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

**7.02 ADDITIONAL TERMS AND CONDITIONS**

1. Foot candles in the parking areas were decreased from 5 to 3.5 due to City of Asheville regulations.
2. Ceiling heights in various areas are not 9' due to mechanical and plumbing conflicts.
3. Probation decided that they did not want the tile on the bathroom walls of the second floor bathrooms.

-----END OF DOCUMENT-----

INITIALS:

  
LESSOR

&amp;

  
GOV'T