

# LEASE NO. GS-04P-L60258

Succeeding/Superseding Lease  
GSA FORM L202 (May 2015)

This Lease is made and entered into between

**Highland Park, LLC**

(Lessor), whose principal place of business is 1300 Tunnel Road, Asheville, North Carolina 28805-1629 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all of the Property located at

**160 Zillicoa Street, Asheville, North Carolina 28801-1082**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

## LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

**10 Years, 10 Years Firm,**

The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

## FOR THE LESSOR:

Name: CARL H. RICKER JR.

Title: MANAGING PARTNER

Date: Aug 4, 2016

## WITNESSED FOR THE LESSOR BY:

Name: SHIRLEY V. LAWSON

Title: Administrative Assistant

Date: August 4, 2016

## FOR THE GOVERNMENT:

Kenneth [redacted]

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 9/1/16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

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### 1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: **39,011** rentable square feet (RSF), yielding **29,402** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.32681450** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **52** parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **52** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATIONS (APR 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

SEE ATTACHED EXHIBIT A "RENTAL SCHEDULE"

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **31,699** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

F. Parking shall be provided at a rate of \$0 per parking space per month (structured/inside), and \$0 per parking space per month (surface/outside).

### 1.04 INTENTIONALLY DELETED

### 1.05 INTENTIONALLY DELETED

### 1.06 INTENTIONALLY DELETED

### 1.07 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
RENTAL SCHEDULE		A
PARKING PLAN(S)		B
GSA FORM 3517B GENERAL CLAUSES		E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)		F
SCALING OF SPACE		G

#### 1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is [REDACTED] - \$25,336.82, FSA - \$19,331.66, RD - \$78,272.67. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 10 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. 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.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

#### 1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	10%

#### 1.10 INTENTIONALLY DELETED

#### 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 39,011 RSF by the total Building space of 39,011 RSF.

#### 1.12 INTENTIONALLY DELETED

#### 1.13 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$8.43 per RSF (\$328,862.73/annum).

#### 1.14 INTENTIONALLY DELETED

#### 1.15 INTENTIONALLY DELETED

#### 1.16 INTENTIONALLY DELETED

**1.17 BUILDING IMPROVEMENTS (SEP 2012)**

The Lessor shall complete the following additional Building improvements within the first 180 days of this lease:

- A. Lessor agrees to provide, install, and maintain new carpet and paint in the leased area included as part of the shell consideration of the rent. This price shall include the lifting, movement, and replacement of furniture. The scheduling of these improvements shall be coordinated with the tenant agency and will be inspected by GSA after installation. The work shall be completed within 180 days of lease award. Carpet and paint shall adhere to the standards noted within this lease.