

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT 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 the alterations into the lease contract; issue the Notice to Proceed and establish tenant improvements.

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 JUNE 23rd, 2017 as follows:

The Tenant Improvement Allowance (TIA) for purposes of this lease is a total of \$1,145,414.82. Upon the Government's execution of this Lease Amendment (LA) the Notice to Proceed is issued for the Not-to-Exceed amount of \$1,145,414.82 for tenant improvements, in accordance with the specifications detailed in Attachment "A" Lessor's Quote (dated 05/06/2017), 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 on "Attachment A" 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 120 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: _____

Title: _____

Entity Name: _____

Date: _____

John W. Braswell
Member
RP Asheville LLC
6/22/17

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

GSA, Public Buildings Service,

Date: _____

Jane V. Bayle
Lease Contracting Officer
6/27/2017

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

Philip Perry
VP
6/22/17

1. Paragraph 1.03.A of the Lease is hereby deleted and replaced with the following (to reflect the revised rent due to the Tenant Improvement Allowance increase):

	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	\$38,068.93 (\$2.83' / RSF)	\$38,068.93 (\$2.83' / RSF)
TOTAL ANNUAL RENT	\$522,719.16 (\$38.92' / RSF)	\$536,149.16 (\$39.92' / 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

⁴Building Specific Amortized Capital (BSAC) of \$285,750 are amortized at a rate of 6 percent per annum over 10 years

*Rounded

2. Paragraph 1.08.A of the Lease is hereby deleted and replaced with the following (to reflect the revised rent due to the Tenant Improvement Allowance increase):

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$100.2112 per ABOA SF (\$1,145,414.82). 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 6 percent.

INITIALS:

gwb
LESSOR

&

gwb
GOVT