

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04B-LTN62267
ADDRESS OF PREMISES Brinkley Plaza 80 Monroe Avenue, Suite 500 Memphis TN 38103-2481	PDN Number:  PS0029690

**THIS AMENDMENT** is made and entered into between **Olymbec USA, LLC**

whose address is: 333 Decarle, 5<sup>th</sup> Floor, St. Laurent, Quebec, H4N 3M9

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 provide Notice to Proceed for 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 upon Government Execution as follows:

**A. NOTICE TO PROCEED FOR TENANT IMPROVEMENTS**

The Government has reviewed the Tenant Improvement Pricing Proposal dated July 9, 2014 and approves the Tenant Improvement price of \$387,279.56 for [REDACTED] and \$820,714.65 for [REDACTED] totaling \$1,207,994.21. Of the amount, \$675,370.15 (\$217,637.80 for [REDACTED] and \$457,732.34 for [REDACTED]) will be amortized into the rent at the rate of 8% over 5 years. The remaining amount not to exceed \$532,624.06 (\$169,641.75 for [REDACTED] and \$362,982.31 for [REDACTED]) will be paid via a one-time lump sum payment by The Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor.

A properly executed original invoice shall be forwarded to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, Texas 76102-0181

A copy of the invoice must be provided to the Lease Contracting Officer at the following address:

General Services Administration

This Lease Amendment contains 3 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: [REDACTED]  
Name: RICHARD STERN  
Title: PRESIDENT  
Entity Name: OLYMBEC USA LLC  
Date: 29/8/14

**FOR THE GOVERNMENT**

Signature: [REDACTED]  
Name: RANDELL G. MILLS  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: August 29, 2014

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: CFO  
Date: 29/8/14

Attn: Randell Mills  
 77 Forsyth St, SW, Ste. G-40  
 Atlanta, GA 30303-3490

For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN) **PS0029690**
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above.

**B. NOTICE TO PROCEED FOR BUILDING SPECIFIC SECURITY COSTS**

The Government has reviewed the Building Specific Security Pricing Proposal dated May 14, 2014 and approves the Building Specific price of \$14,847.00. Of that amount, \$14,847.00 shall be amortized into the rent at the rate of eight (8%) percent over five (5) years.

**C. Lease Section 1.01 THE PREMISES (AUG 2011) is hereby deleted in its entirety and replaced with the following:**

The Premises are described as follows:

Office and Related Space: 19,534 rentable square feet (RSF), yielding 17,203 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 13.5528% located on the 5<sup>th</sup> floor and known as Suite 500, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

**D. Lease Section 1.03.A RENT AND OTHER CONSIDERATION is hereby deleted in its entirety and replaced with the following:**

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

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$255,309.38	\$13.0700	\$288,712.52	\$14.7800
TENANT IMPROVEMENT RENT <sup>1</sup>	\$164,328.86	\$8.4125	\$0.00	\$0.0000
OPERATING COSTS	\$75,010.56	\$3.8400	\$75,010.56	\$3.8400
BUILDING SPECIFIC SECURITY <sup>2</sup>	\$3,516.12	\$0.1800	\$0.00	\$0.0000
<b>TOTAL ANNUAL RENT</b>	<b>\$498,164.92</b>	<b>\$25.5025</b>	<b>\$363,723.08</b>	<b>\$18.6200</b>



<sup>1</sup> The Tenant Improvement Allowance of \$675,370.15 is amortized at a rate of 8% percent per annum over 5 years

<sup>2</sup> Building Specific Security Costs of \$14,847.00 are amortized at a rate of 8% percent per annum over 5 years

<sup>3</sup> Rates may be rounded.

**E. Lease Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011) is hereby deleted in its entirety and replaced with the following:**

- A. In accordance with Form R-101-C Paragraph 1.12 Broker Commission and Commission Credit, CBRE, INC ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease

INITIALS:  &   
 LESSOR & GOV'T

("Commission"). The total amount of Commission is [REDACTED] and is earned upon lease execution payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 1.12, only [REDACTED] or [REDACTED] of the Commission, will be payable to CBRE, INC. The remaining [REDACTED] or [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. This reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

B. Notwithstanding the "Rent or Other Considerations" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The Reduction in shell rent shall commence with the first month of rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$41,513.74 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent,

Month 2 Rental Payment \$41,513.74 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

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