

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-04B-LTN62267 Building No. TN2220ZZ
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 Decarie, 5th 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 accept the tenant improvements and commence rent

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 December 12, 2014 as follows:

A. ACCEPTANCE OF TENANT IMPROVEMENTS

The Government inspected the lease premises on December 4, 2014. As a result of that inspection, the Government issued a deficiency punchlist to the Lessor on December 5, 2014. On December 12, 2014 the Government re-inspected the space and determined the punchlist and lease premises substantially complete. As of December 12, 2014, the Government hereby accepts the Tenant Improvements as substantially complete for the commencement of rent.

B. LEASE TERM is hereby deleted and replaced with the following:

"To Have and To Hold the said Premises with their appurtenances for the term beginning upon **December 12, 2014 through December 11, 2024** for a period of **10 Years, 5 Years Firm**, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

C. Lease Section 1.01 The Premises is hereby deleted and replaced with the following:

"Office and related space: **19,534** rentable square feet (RSF), yielding **16,986** ANSI/BOMA Office area (ABOA) square feet (SF) of office and related space based upon a common area factor of **1.15 (1.1500058)**, located on the 5th floor(s) and known as Suite(s) 500, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B."

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 [REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: V.P.
Entity Name: Olymbec USA LLC
Date: Feb 12 4 2015

FOR THE [REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/24/15

WITNESSES [REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: Project Mgr
Date: Feb 24 2015

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 December 12, 2014 - December 11, 2019		NON FIRM TERM December 12, 2019 - December 11, 2024	
	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 ¹	\$162,260.72*	\$8.3065*	\$0.00	\$0.0000
OPERATING COSTS	\$75,010.56	\$3.8400	\$75,010.56	\$3.8400
BUILDING SPECIFIC SECURITY ²	\$3,612.52*	\$0.1849*	\$0.00	\$0.0000
TOTAL ANNUAL RENT	\$496,193.18	\$25.4015*	\$363,723.08	\$18.6200

¹ The Tenant Improvement Allowance of \$666,870.36 is amortized at a rate of 8% percent per annum over 5 years (of which \$463,071.70 for [redacted] and \$203,798.66 for [redacted])

² Building Specific Security Costs of \$14,847.00 are amortized at a rate of 8% percent per annum over 5 years (of which \$10,308.27 for [redacted] and \$4,538.73 for [redacted])

³ Rates may be rounded.

*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 ("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 \$41,521.78 minus prorated commission credit of [redacted] equals [redacted] adjusted 1st Month's Rent,

Month 2 Rental Payment \$41,521.78 minus prorated commission credit of [redacted] equals [redacted] adjusted 2nd Month's Rent.

INITIALS:  & 
LESSOR GOVT

F. 1.05 TERMINATION RIGHTS (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"The Government may terminate this Lease, in whole or in part, at any time, effective after December 11, 2019, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

G. RECONCILIATION OF TENANT IMPROVEMENT COSTS

Pursuant to LA#1 Notice to Proceed and LA#2 Change Orders Approval, the Government has approved a final total cost of \$1,222,033.21. Of this amount, \$666,870.36 (\$203,798.66 for [REDACTED] and \$463,071.70 for [REDACTED] will be amortized into the rent as Tenant Improvement Allowance. \$14,847.00 (\$4,538.73 for [REDACTED] and \$10,308.27 for [REDACTED]) will be amortized into the rent as Building Specific Security Costs. The remaining value of \$540,315.85 (\$189,781.17 for [REDACTED], and \$350,534.68 for [REDACTED]) will be paid via a one-time lump sum payment by the Government upon receipt of an original Lessor invoice. The Lessor should submit a single final itemized invoice relating to LA#1 and LA#2 approved TI costs.

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
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.

INITIALS:


LESSOR

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